

City of Jurupa Valley

MEETING AGENDA OF THE PLANNING COMMISSION

Wednesday October 27, 2021

Regular Meeting: 7:00 P.M.

City of Jurupa Valley City Hall

City Council Chambers

8930 Limonite Ave., Jurupa Valley, CA 92509

- A. As a courtesy to those in attendance, we ask that cell phones be turned off or set to their silent mode and that you keep talking to a minimum so that all persons can hear the comments of the public and Planning Commission.*
- B. A member of the public who wishes to speak under Public Comments must fill out a "Speaker Card" and submit it to the Planning Secretary BEFORE the Chair calls for Public Comments on an agenda item. Each agenda item up will be open for public comments before taking action. Public comments on subjects that are not on the agenda can be made during the "Public Appearance/Comments" portion of the agenda.*
- C. Members of the public who wish to comment on the CONSENT CALENDAR may do so during the Public Comment portion of the Agenda prior to the adoption of the Consent Calendar.*
- D. As a courtesy to others and to assure that each person wishing to be heard has an opportunity to speak, please limit your comments to 3 minutes.*

REGULAR SESSION

1. 7:00 P.M. – Call to Order and Roll Call

- Penny Newman, Chair
- Arlene Pruitt, Chair Pro Tem
- Armando Carmona, Commissioner
- Hakan Jackson, Commissioner
- Laura Shultz, Commissioner

2. Pledge of Allegiance

3A. Public Appearance/Comments (30 minutes)

4. Approval of Agenda

5A. Consent Calendar

5.1 Approval of the Minutes

- October 13, 2021 Regular Meeting

5.2 Summary of City Council Actions & Development Update

5B. Consideration of Any Items Removed from the Consent Calendar

6. Public Hearings

6.1 PROPOSED AMENDMENTS TO THE JURUPA VALLEY MUNICIPAL CODE ELIMINATING EXPANSION OR ESTABLISHMENT OF TRUCK INTENSIVE USES IN VARIOUS COMMERCIAL, INDUSTRIAL, AND MANUFACTURING ZONES, AND RECOMMENDATION OF INITIATION OF GENERAL PLAN LAND USES RE-DESIGNATIONS TO REDUCE EXPANSION OF TRUCK INTENSIVE USES AND ACHIEVE CONSISTENCY WITH THE GENERAL PLAN

The Code Amendment set forth in this Ordinance is not subject to, or exempt from, the requirements of the CEQA and the State CEQA Guidelines pursuant to CEQA Section 21080.17 and CEQA Guidelines Section 15061(b)(3).

RECOMMENDATION

1. By motion, adopt Resolution No. 2021-10-27-01 recommending that the City Council adopt an Ordinance amending the Zoning Code eliminating the expansion or establishment of truck intensive uses in various commercial, industrial, and manufacturing zones; and
2. By motion, recommend that the City Council initiate a General Plan Amendment and Zoning Code Amendment in the Bellegrave-Van Buren, Belltown-Agua Mansa, Pedley-Limonite, and Flabob Airport study areas, and a Zoning Code Amendment to the Business Park zone.

6.2 CONSIDERATION OF A FIRST AMENDMENT TO THE PARADISE KNOLLS DEVELOPMENT AGREEMENT WITH PARADISE JURUPA, LLC, EQUITY THREE PROPERTIES, LLC, AND RICHMOND AMERICAN HOMES REGARDING REMOVAL OF A REQUIREMENT TO PROVIDE EQUESTRIAN STABLES AND ARENAS, DEDICATION OF A ONE (1) ACRE SITE FOR A NEW PARK, AND PAYMENT OF \$600,000 COMMUNITY BENEFIT FEE

The City has prepared a Previous Environmental Document Review Determination (PERD) in accordance with CEQA and the CEQA Guidelines. The proposed zone change is within the scope of a previously certified EIR.

RECOMMENDATION

By motion, consider adopting Resolution No. 2021-10-27-02 recommending that the City Council adopt an Ordinance approving a first amendment to the Paradise Knolls Development Agreement between the City and Paradise Jurupa, LLC, Equity Three Properties, LLC, and Richmond American Homes, removing the requirement for developer to construct boarding stables and arenas, obligating developer to dedicate one (1) acre site for new park, and requiring developer to pay a \$600,000 Community Benefit Payment.

7. Commission Business

7.1 STUDY SESSION: OVERVIEW OF SENATE BILL 9 AND SENATE BILL 35

A study session overview of housing legislation is not subject to the California Environmental Quality Act.

8. Public Appearance/Comments

9. Planning Commissioner's Reports and Comments

10. Community Development Director's Report

11. Adjournment to the November 10, 2021 Regular Meeting

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if you need special assistance to participate in a meeting of the Jurupa Valley Planning Commission, please call 951-332-6464. Notification at least 48 hours prior to the meeting or time when services are needed will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Agendas of public meetings and any other writings distributed to all, or a majority of, the Jurupa Valley Planning Commission in connection with a matter subject to discussion or consideration at an open meeting of the Planning Commission are public records. If such writing is distributed less than 72 hours prior to a public meeting, the writing will be made available for public inspection at the City of Jurupa Valley, 8930 Limonite Ave., Jurupa Valley, CA 92509, at the time the writing is distributed to all, or a majority of, the Jurupa Valley Planning Commission. The Planning Commission may also post the writing on its Internet website at www.jurupavalley.org.

City of Jurupa Valley

RETURN TO AGENDA

AGENDA ITEM NO. 5.1
DRAFT MINUTES
PLANNING COMMISSION
October 13, 2021

1. Call to Order and Roll Call

A Regular Session of the Jurupa Valley Planning Commission meeting was called to order at 7:00 p.m. on October 13, 2021 at the City Council Chambers, 8930 Limonite Ave., Jurupa Valley.

Members present:

- Penny Newman, Chair
- Arleen Pruitt, Chair Pro Tem
- Hakan Jackson, Commission Member
- Laura Shultz, Commission Member

Member (s) absent:

- Armando Carmona, Commission Member

2. Pledge of Allegiance – Commissioner Shultz led the Pledge of Allegiance.

3. Public Appearance / Comments – NONE

4. Approval of Agenda

Chair Pro Tem Pruitt moved and Commissioner Jackson seconded a motion to approve the October 13, 2021 agenda. The motion was approved 4-0-1.

Ayes: Newman, Pruitt, Jackson, Shultz

Noes: None

Abstained: None

Absent: Carmona

5A. Consent Calendar

5.1. Approval of the Minutes

5.2. Summary of City Council Actions & Development Updates

Chair Pro Tem Pruitt moved and Commissioner Jackson seconded a motion to approve the Consent Calendar. The motion was approved 4-0-1.

Ayes: Newman, Pruitt, Jackson, Shultz

Noes: None

Abstained: None

Absent: Carmona

6. Public Hearings

6.1 MASTER APPLICATION (MA) NO. 20065: CHANGE OF ZONE (CZ) NO. 20002, TENTATIVE TRACT MAP (TTM) NO. 37714 AND VARIANCE NO. 21002 - PROJECT: APPALOOSA SPRINGS – SUBDIVISION OF 67.67 COMBINED ACRES INTO 254 SINGLE-FAMILY RESIDENTIAL LOTS – LOCATION: 6501 CLAY STREET:- APPLICANT: I.H.C. JURUPA, LLC

Chair Pro Tem Pruitt recused herself from this item due to a real property conflict of interest in close proximity to the project site.

Ms. Rocio Lopez, Senior Planner, presented the proposed Appaloosa Springs subdivision by PowerPoint presentation and provided background of the proposed single family residential lots. Details and history of the project site were provided noting the prior manufacturing uses, revised land use and environmental documentation. Ms. Lopez presented the development plan, street improvements, parks and open space amenities, maintenance plan and architectural style details. Ms. Lopez included a map detailing the Airport Land Use Commission designation and the gas easement line location.

COMMISSIONER DISCUSSION

- Confirmation of soils testing
- Levels of toxic materials found prior to remediation
- Traffic studies completed and confirmed by the Engineering Dept.
- Staff provided information on Clay Street improvements
- Cost of homes projected at \$400,000
- Developer provided assurance for future trail connectivity
- Discussion and clarification of liability regarding hazardous materials

PUBLIC HEARING OPENED

Mr. Tom Dallpe, applicant representative, provided a PowerPoint presentation detailing the history of the site and provided a summary of the proposed project.

Resident, Bobbie, stated her concerns about possible hazardous materials and traffic concerns.

Resident, Luisa, stated her concerns regarding traffic and stated her preference for less density for proposed project.

Resident and business owner, Ms. Tami Kobold, stated her concerns regarding additional traffic, possible hazardous materials and change of zone for housing project versus manufacturing.

Resident and business owner, Mr. Mike Kobold, stated his concerns regarding possible hazardous materials and his opposition to the project.

Resident, Jesus, stated he is opposed to the project.

Mr. Tom Dallpe, applicant representative, offered replies to residents' concerns and noted the project has met and has exceeded the required studies and land uses requirements. Homebuilder, DR Horton, will complete further clean-up of site and comply with necessary requirements imposed by the City.

COMMISSIONER DISCUSSION

- Clarification regarding hazardous materials remediation and "no further action" determination
- Construction noise mitigation plan discussed
- CEQA Administrator, Mr. Ernest Perea, provided further clarification of the remediation process and reporting.
- Discussion regarding the addition of a condition of approval requiring the use of a technical environmental advisor that would review environmental reports and provide on-site monitoring during grading

PUBLIC HEARING CLOSED

Commissioner Shultz moved and Commissioner Jackson seconded a motion to adopt Resolution No. 2021-10-13-01 recommending that the City Council adopt 1) Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program; 2) approve Change of Zone No. 20002; 3) approve Tentative Tract Map No. 37714; and 4) approve Variance No. 21002 to allow the subdivision and development of Appaloosa Springs on a 67.67 acre parcel located at 6501 Clay Street, with an added Condition of Approval requiring the developer to pay for a technical advisor to review environmental studies and provide on-site monitoring the grading process on the City's behalf. The motion was approved 3-0-2.

Ayes: Newman, Jackson, Shultz

Noes: None

Abstained: Pruitt

Absent: Carmona

Chair Pro Tem Pruitt returned to the dais after item 6.1 was completed.

6.2 CHANGE OF ZONE (CZ) NO. 21001 (CZ21001) – PROJECT: REZONE APPROXIMATELY 56 COMBINED GROSS ACRES OF REAL PROPERTY FROM: (1) M-SC (MANUFACTURING –SERVICE COMMERCIAL) ZONE TO C-T (COMMERCIAL TOURIST) ZONE FOR LAND USE AREA 3 (LUA3); 2) W-2 (CONTROLLED DEVELOPMENT AREAS) ZONE TO C-T (COMMERCIAL TOURIST) ZONE FOR LAND USE AREA 4 (UA4); AND (3)

A-1 (LIGHT AGRICULTURE) ZONE TO R-A (RESIDENTIAL AGRICULTURE) ZONE FOR LAND USE ARE 17 (LUA17)

Ms. Tamara Campbell, Principal Planner, provided a PowerPoint presentation and background of City Council's General Plan Update and approval for Group 1 which was reviewed by Planning Commission and approved by City Council in 2020. In August of 2020 Group 2 was considered by the Planning Commission during a Study Session and Commission agreed with staff's recommendations.

Ms. Campbell provided an overview of Group 2 Land Use Areas 3,4, and 17 and discussed each land use area in detail.

COMMISSIONER DISCUSSION

- Impacts to kennel and residence clarified for LUA 17 Bellegrave Avenue
- Impacts of contamination to future development of LUA 4

PUBLIC HEARING OPENED

Mr. Tom Searles, property owner, stated he looks forward to the process for planning the property along Granite Hill.

Resident, Ms. Bobbie, requested LUA 17 be clarified. Deputy City Attorney, Ms. Serita Young, provided a brief summary of Group 2 Land Use Areas.

PUBLIC HEARING CLOSED

Commissioner Shultz moved and Commissioner Jackson seconded a motion to adopt Resolution No. 2021-10-13-02 recommending that the City Council approve Change of Zone No. 21001 to change the zoning of approximately 56 combined acres of land to C-T (Commercial Tourist) and R-A (Residential Agriculture) zones. The motion was approved 4-0-1.

Ayes: Newman, Pruitt, Jackson, Shultz

Noes: None

Abstained: None

Absent: Carmona

6.3 CHANGE OF ZONE NO. 21002 (CZ21002) – PROJECT: REZONE OF APPROXIMATELY 2.06 GROSS ACRES OF REAL PROPERTY FROM C-P-S (SCENIC HIGHWAY COMMERCIAL) ZONE TO W-2 (CONTROLLED DEVELOPMENT AREAS) ZONE

Ms. Tamara Campbell, Principal Planner, provided a PowerPoint presentation of the proposed rezone of real property at 8931 Granite Hill Drive. The property has two zones, W-2 and C-P-S, and it prevented the owner from constructing a garage for personal residential use. It is believed that the split zoning was an inadvertent error inherited from the County of Riverside. Ms. Campbell noted the General Plan land use designation is currently Light Industrial (LI) and may not be desirable for future uses and believes that changing the land use would prolong the property owner from constructing a residential accessory structure and recommend as an interim measure that the zoning be changed to correct the zoning map error.

COMMISSIONER DISCUSSION - NONE

PUBLIC HEARING OPENED

Resident, Ms. Bobbie, requested the Commission consider keeping small businesses within the community.

PUBLIC HEARING CLOSED

Commissioner Shultz moved and Commissioner Jackson seconded a motion to adopt Resolution No. 2021-10-13-03 recommending that the City Council approve Change of Zone No. 21002 to change the zoning of approximately 2.06 gross acres of real property located at 8931 Granite Hill Drive from C-P-S Zone (Scenic Highway Commercial) to W-2 Zone (Controlled Development Areas). The motion was approved 4-0-1.

Ayes: Newman, Pruitt, Jackson, Shultz

Noes: None

Abstained: None

Absent: Carmona

7. Commission Business - NONE

8. Public Appearance / Comments – NONE

9. Planning Commissioners' Reports and Comments - NONE

10. Community Development Department Report

Mr. Joe Perez, Community Development Director, provided a summary of the October 7, 2021 City Council meeting and thanked the Commissioner for attending the Joint Study Session regarding the Truck Intensive Uses Ordinance. Mr. Perez summarized that the Council adopted the Multi-Family Dwelling Development Standards and held a Study Session for the proposed Vernola Ranch master planned community. Mr. Perez provided details of the Vernola Ranch project and stated that it would be presented to the Planning Commission. Mr. Perez announced the upcoming Environmental Justice Meetings with the first being the proposed Space Center project which was scheduled for October 19th at 6:30 pm. The project entails the removal of old structures to be replaced with two new industrial buildings. It is within the Mira Loma Warehouse and Distribution Center Overlay. The second Environmental Justice Meeting is for Rubidoux Commerce Center and is scheduled for November 3, 2021 at 6:30 pm. Details of the project were provided to Commission.

Mr. Perez informed the Commission of the State of the City event that is scheduled for November 16th at 6:00 pm at the Skyview Center and additional information will be forthcoming. Upcoming holiday schedule was discussed and the Commissioners stated their preference that the Planning Commission not meet on November 24th and December 22nd.

Respectfully submitted,

Joe Perez, Community Development Director
Secretary of the Planning Commission

DRAFT

City of Jurupa Valley

RETURN TO AGENDA

STAFF REPORT

DATE: OCTOBER 27, 2021

TO: CHAIR NEWMAN AND MEMBERS OF THE PLANNING COMMISSION

FROM: JOE PEREZ, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: AGENDA ITEM NO. 5.2

SUMMARY OF CITY COUNCIL ACTIONS AND DEVELOPMENT UPDATE

RECOMMENDATION

That the Planning Commission receive and file the development update.

CITY COUNCIL ACTIONS AT THE OCTOBER 21, 2021 MEETING

Public Hearing – The City Council approved the first reading and introduced Ordinance No. 2021-21, revising the Jurupa Valley Municipal Code pertaining to the sale of alcoholic beverages. The City Council also adopted Resolution No. 2021-87, amending the schedule of Planning fees to add an alcohol sales regulatory fee to the City fee schedule. The second reading of the Ordinance will be scheduled to go before the City Council for formal adoption in November. The proposed ordinance will:

1. Regulate all establishments that sell Alcoholic Beverages
2. Establish regulations for “Deemed Approved” Alcoholic Beverage Sales off-sale establishments
3. Establish Operational, Development and Performance Standards
4. Establish Separation Requirements for on- and off- sale establishments
5. Add special Conditional Use Permit Findings for on- and off- sale establishments
6. Establish enforcement procedures and annual fee
7. Update the determination of Public Convenience or Necessity (PCN) development standards

The City Council also applied the regulations for existing “off-sale” businesses to existing “on-sale” businesses and slightly modified the annual fee from \$251.52 to \$250.00.

DEVELOPMENT UPDATES

The following is an update on various projects currently under review by the Community Development Department and upcoming meetings.

- **Vernola Apartments- Phase A Project**

Phase A Vernola Gateway Apartments is a 397-unit upscale apartment complex on approximately 17.4 acres, located on the northwest corner of 68th Street and Pats Ranch Road. Building permits for the project were approved on September 24, 2020 with construction beginning in October of 2020. The project is still under construction and the developer is completing the first half of the project, including amenities such as a clubhouse, pool, outdoor kitchens, dog play area and children's play area.



- **BRE Space Center- Environmental Justice Information Session**

- The City held an information session on Tuesday, October 19, 2021 at the Skyview Event Center regarding an application for BRE Space Center Mira Loma Logistics Project. The proposed industrial project is located on a 105.58-acre project site, bounded by Space Center Court to the east and existing industrial development to the north, south, and west. The interchange of Interstate 15 (I-15) and State Route 60 (SR-60) is located 0.71 miles to the southwest of the Project site. Although notice were mailed

to the public, there were no members of the public who attended. The proposed project consists of:

- Demolition of nine existing redwood buildings totaling 1,557,562 square feet.
- Redevelopment of project site with two industrial buildings totaling 1,939,312 square feet. Building 1 is a 1,379,287 square foot logistics building and Building 2 is a 560,025 square foot logistics building.
- Building 3, totaling 172,800 square feet, would remain on the site (no proposed changes) and be integrated into the overall site.
- There are no uses currently proposed at this time. The approved Development Agreement for this site includes a list of permitted industrial uses that can be established in these buildings. The City welcomes any comments or questions for this project and a future public hearing will also be scheduled for this item.

- **Proposed Truck Intensive Use Ordinance Update**

- The City of Jurupa Valley held a Stakeholder meeting on Thursday, September 23, 2021 on the proposed Truck Intensive Use Ordinance and a Joint Planning Commission and City Council Study Session on Thursday, October 7, 2021. The purpose of the meetings was to review a preliminary concept of a draft Truck Intensive Use Ordinance to get feedback from the City Council, Planning Commission, and stakeholders' before taking the draft Ordinance to the Planning Commission for their consideration.

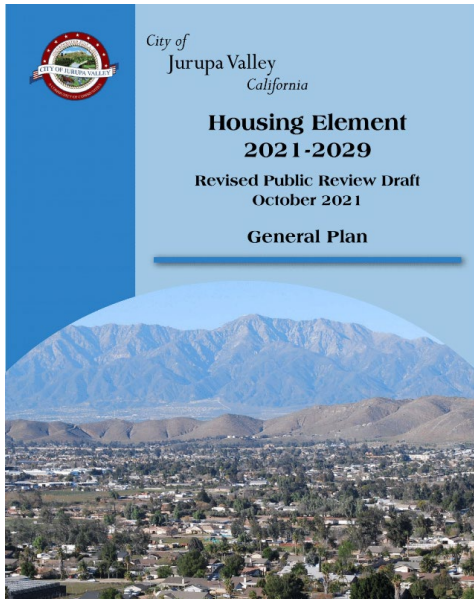
The City Council previously expressed concerns regarding the City's current zoning and General Plan and how they do not adequately address the impacts of truck traffic upon air quality, congestion, and street infrastructure that disproportionately degrade residential neighborhoods. To address their concerns, on January 21, 2021 the City Council initiated a Zoning Code amendment to establish locations truck intensive uses will be allowed with new development standards and adopted a moratorium on new or expanded truck intensive uses.

To address the City Council's concerns with truck intensive uses, the City is proposing a two-phase approach. The first phase is an amendment to the zoning code to establish where truck-intensive uses are allowed. It will also offer new development standards that will allow truck-related uses that are not truck intensive and include standards that reduce their potential impacts on residential and other sensitive uses. The second phase of the project proposes rezoning properties options and rationale for potential land-use changes within five study areas that reflect the goals in the City General Plan.

Provided below are the upcoming meetings regarding the project:

- 10-27-21 Planning Commission Meeting (public hearing)
- 12-02-21 City Council Meeting (public hearing)

- **Housing Element**



The City received a comment letter from the California Department of Housing and Community Development (HCD) and met with HCD on their recommended revisions to the City's draft Housing Element. In Response to Comments from HCD, the City revised the Public Review Housing Element Draft and will be presenting the Draft Housing Element at a future Planning Commission and City Council public hearing for adoption. The revised public review draft has been uploaded to the City Website. To view more information on the City's Housing Element, please visit the Housing Element Update webpage. You can also view the Housing Element Revised Public Review Draft on the City website.

Prepared by:

A handwritten signature in black ink that reads "Joe Perez".

Joe Perez
Community Development Director

Reviewed by:

//s// Serita Young

Serita Young
Deputy City Attorney

City of Jurupa Valley

RETURN TO AGENDA

STAFF REPORT

DATE: OCTOBER 27, 2021
TO: CHAIR NEWMAN AND MEMBERS OF THE PLANNING COMMISSION
FROM: JOE PEREZ, COMMUNITY DEVELOPMENT DIRECTOR
BY: JIM PECHOUS, PRINCIPAL PLANNER
SUBJECT: AGENDA ITEM NO. 6.1

PROPOSED AMENDMENTS TO THE JURUPA VALLEY MUNICIPAL CODE ELIMINATING THE EXPANSION OR ESTABLISHMENT OF TRUCK INTENSIVE USES IN VARIOUS COMMERCIAL, INDUSTRIAL, AND MANUFACTURING ZONES, AND RECOMMENDATION OF INITIATION OF GENERAL PLAN LAND USES RE-DESIGNATIONS TO REDUCE THE EXPANSION OF TRUCK INTENSIVE USES AND ACHIEVE CONSISTENCY WITH THE 2017 GENERAL PLAN.

RECOMMENDATION

By motion, adopt Resolution No. 2021-10-27-01 recommending that the City Council:

1. Adopt an Ordinance amending zoning code change No. 21008 eliminating the expansion or establishment of truck intensive uses in various commercial, industrial, and manufacturing zones; and
2. By motion, recommend that the City Council initiate a General Plan Amendment and Zoning Code Amendment in the Bellegrave-Van Buren, Belltown-Agua Mansa, Pedley-Limonite, and Flabob Airport study areas, and a Zoning Code Amendment to the Business Park zone.

BACKGROUND

Over the past five years, the City has received numerous land use proposals for industrial uses that generate significant truck traffic. The City Council and community has expressed concerns regarding the impacts of truck traffic upon air quality, congestion, and street infrastructure, which impacts have degraded residential neighborhoods. Also, the current zoning regulations only include general development standards (setbacks, building height, landscaping, parking, etc.) that apply to all the permitted industrial land uses but lack specificity to address truck intensive uses. Furthermore, some development standards such as screening of outside storage areas, are not required for truck intensive uses. Over the past year, several industrial projects have been appealed to the City Council and been denied.

Implementation of General Plan/Zoning Code Amendments and Moratorium

To address the problems with industrial projects that generate high volumes of truck traffic, the City Council, at its January 21, 2021 meeting, initiated a Zoning Code and General Plan amendment to establish appropriate locations and development standards for truck intensive uses. The City Council also adopted an Interim Urgency Ordinance that established a moratorium on the expansion or establishment of truck intensive uses in several Industrial Zones to allow the City time to complete the analysis and prepare an amendment for the Planning Commission and City Council's consideration. The moratorium identified the following truck intensive uses: 1) trucking and transport, 2) truck or semi-trailer storage yard, 3) heavy equipment sales, rental, and storage; 4) auto auctions, including all types of vehicles; 5) salvage yards; 6) contractor storage yards and 7) any other use reasonably determined by the Community Development Director to be similar to these types of truck intensive uses.

This temporary moratorium would not apply to the following uses: (1) distribution warehouses and similar uses regulated by the Mira Loma Warehouse and Distribution Center Overlay and the Agua Mansa Warehouse and Distribution Center Overlay or amendments thereto or any other similar overlays that may be approved by the City Council during the temporary moratorium; (2) manufacturing, processing, fabrication, or assembly; and (3) public agency operations, including private services under contract to a public agency. The 45-day moratorium was approved on January 21, 2021 and on February 18, 2021 the City Council approved an extended the moratorium to January 22, 2022.

Stakeholders Meeting

On September 23, 2021, Community Development Department Staff held a meeting with community stakeholders to (a) present the proposed Truck Intensive Use Ordinance, industrial land use recommendations and the North Pyrite Master Plan, and (b) receive comments from the stakeholders. At this meeting, Mira Loma residents raised concerns about the cumulative impacts of truck uses on air quality. In addition, they stated that the proposed 500-foot distancing development standard requirement for truck uses that do not generate significant truck traffic (see "Truck Related Uses Without Significant Truck Trip Generation" section of this report) from any residential or other sensitive use should be at least 1,000 feet.

The business community in attendance thanked the City for the opportunity to participate and indicated they are looking forward to reviewing the draft Ordinance. It was noted that with the transition to electric trucks, the air quality impacts of truck intensive uses will be significantly reduced in the future. There was discussion regarding impacts on warehouse distribution uses where it was clarified that the regulations for this use are not being changed. It was also clarified that legal nonconforming use would be allowed to continue for up to 40 years after the effective date of the proposed Ordinance. One Agua Mansa property owner indicated they like to work with the City to provide the best use for the City. In response to an inquiry from a property owner in the North Pyrite study area, it was confirmed that meetings with landowners of the North Pyrite study area are planned to discuss the North Pyrite Master Plan.

The City has since met with property owners within the proposed North Pyrite Master Plan area to review the vision and proposed land uses for the area. In these meetings, stakeholders had the following general comments:

- Concerns were raised regarding the market demand and feasibility of building office and business park development
- Commercial use is more viable on the south side of SR 60
- The removal of truck stop/travel center use given they have an active application to establish a truck stop and suggested there may be opportunities with the current direction of the State related to carbon reduction.

Joint City Council and Planning Commission Meeting

On October 7, 2021, a joint City Council and Planning Commission meeting was held to review the draft Truck Intensive Use Ordinance, certain industrial land use re-designation recommendations and the draft North Pyrite Master Plan. At the meeting, several stakeholders from the North Pyrite study area expressed concern with the draft North Pyrite Master Plan. Comments included:

- Concern there would not be any market to support the proposed permitted industrial uses such as manufacturing, research and development and warehouse while the quarry mining is still in operation.
- The legacy of the [Stringfellow Acid Pits](#) is an impediment that could keep developers from investing in the Image Zone of the draft North Pyrite Master Plan.
- Concern that due to market and site conditions, it will take a long time for the study area to develop after the removal / abatement of the existing uses.
- Support for providing an additional 90 days to collectively study the North Pyrite area and refine the draft North Pyrite Master Plan.

The City Council and Planning Commission expressed their support for the Truck Intensive Use Ordinance, the proposed General Plan and Zoning land use re-designations recommendations, and the draft North Pyrite Master Plan. They also supported a 90-day no action period for the North Pyrite Master Plan to allow City staff additional time to research and continue to meet with the land owners of the study area.

ANALYSIS

The project includes two components:

1. **Truck Intensive Use Ordinance** which proposes amendments to the Zoning Code to address the impacts of truck intensive uses
2. **Initiation of a Land use study** that proposes to change land use designations of five industrial areas to reduce truck impacts and be consistent with the General Plan.

1) Draft Truck Intensive Use Ordinance

The draft Truck Intensive Use Ordinance is proposed to make the following amendments to the Zoning Code to address truck intensive uses: (1) establish the zone(s) in which truck intensive uses are permitted, along with the appropriate entitlement (e.g. Site

Development Permit or Conditional Use Permit); (2) revise the list of permitted uses in industrial zones, and (3) add development standards for truck intensive uses (see Attachment 1, Exhibit A).

The draft Ordinance does not affect distribution warehouse uses. The reason is a solution has already been implemented and is in effect. Warehouse distribution is allowed only in the General Plan's Mira Loma and Agua Mansa Warehouse and Distribution Center Overlays. Any distribution warehouse use proposed outside of the Overlays' boundaries, a General Plan Amendment, and possibly other entitlement(s), requires the City Council to establish the Overlay onto a proposed project site, providing City Council complete discretion over such use.

The proposed Ordinance allows truck intensive uses only in the Manufacturing Heavy (M-H) Zone with the approval of a Conditional Use Permit. The M-H Zone is recommended because it is consistent with the General Plan's intent for these areas to "allow for intense industrial activities that may have significant impacts (noise, vibration, glare, odors) on surrounding uses." Figure 1 below shows in blue, the current location of land that is zoned M-H (areas shaded in blue) in the City.

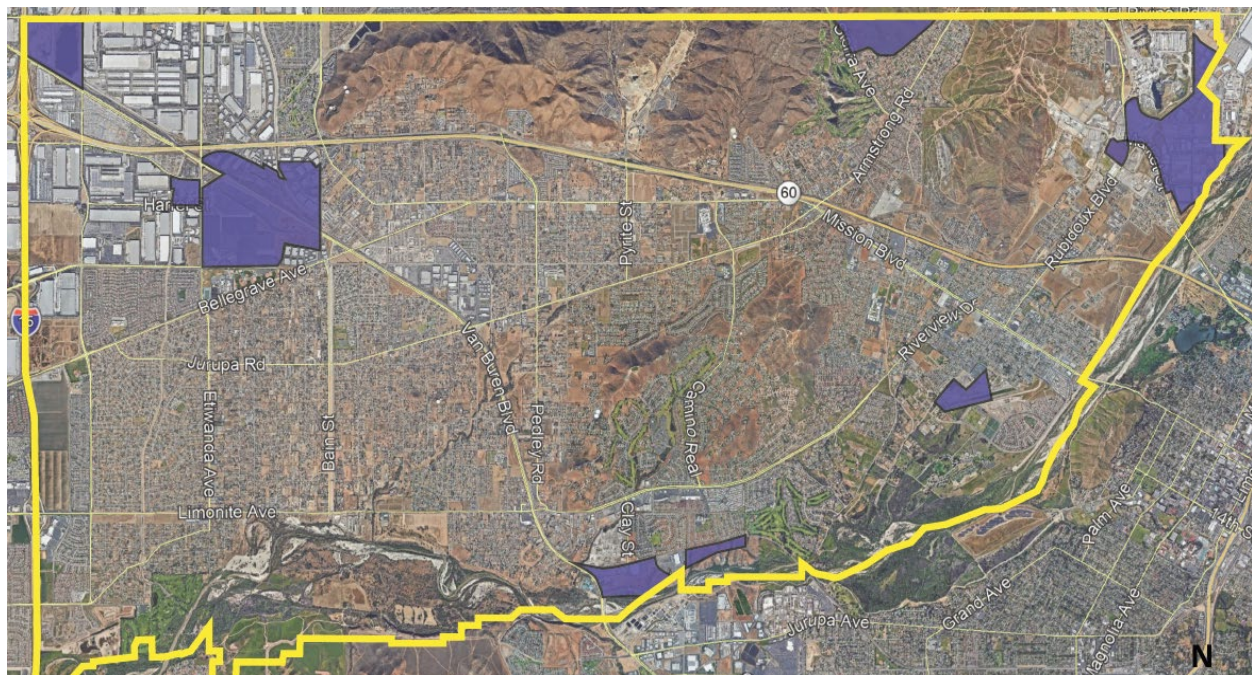


Figure 1 Manufacture-High (M-H) Zones

This amendment, at the same time, proposes to remove truck intensive uses as allowed uses in the I-P, M-SC, and M-M Zones. Specifically, the following uses would be prohibited in I-P, M-SC, and M-M zones: 1) trucking and transport; 2) truck or semi-trailer storage yard; 3) heavy equipment sales, rental, and storage; 4) auto auctions, including all types of vehicles; 5) salvage yards; 6) contractor storage yards; and 7) any other uses reasonably determined by the Community Development Director to be truck intensive would no longer be allowed in these zones.

It is important to note, consistent with the existing Zoning Code, all legally established uses that become nonconforming due to changes proposed in the proposed Ordinance may continue for 40 years after the effective date of the amendment. It also allows legal nonconforming uses up to a 25% expansion.

Truck and Trailer Storage and Truck Stops/ Travel Centers

The proposed Ordinance would eliminate truck and trailer storage yards as an allowable use in all zones due to issues with truck trips, consistency with General Plan goals, and visual blight. Vehicle storage in an enclosed building is allowed in all industrial zones.

The proposed Ordinance also would prohibit truck stops/travel centers in all zones due to truck generation impacts and consistency with General Plan goals. Truck stop/travel centers typically include a fueling station, restaurant, sleeping and shower facilities, overnight truck parking, and convenience store with alcohol sales. Although truck stops/travel centers are not currently listed as a permitted use in the Zoning Code, gasoline service stations and other uses that comprise its components are allowed in many of the City's industrial and commercial zones. Therefore, the proposed Ordinance adds "excluding truck stops/travel centers" in all commercial and industrial zone that list fueling station as an allowed use. This, in effect, will make truck stops/travel centers a prohibited land use in the City.

There is presently a gasoline station moratorium in place to address concerns with the proliferation of the use and impacts to the community. This is a separate and concurrent effort. An Ordinance is being prepared to address these impacts.

Definitions

The proposed Ordinance adds three new definitions: (1) truck stops/travel centers, (2) research and development uses, and (3) heavy duty truck/vehicle.

Truck Stop/Travel Center: A site used primarily as a fueling or recharging station for trucks and often including truck parking, truck and trailer wash, service and repair of trucks, overnight accommodations, convenience stores, restaurants, and other services for trucks and truck drivers.

Research and Development: Uses engaged in the research, analysis, development, and/or testing of a product.

Heavy duty truck/vehicle: Any vehicle exceeding 26,001 pounds is considered heavy-duty. Examples include city transit buses, mobile cranes, cement mixers, dump trucks, refuse trucks, tractors designed to pull refrigerated trailers and other similar vehicles.

Due to the proposed prohibition of truck stops/travel center use, it is important to define the terms. In addition, the term "research and development" is being added because it is listed as an allowed use in the industrial zones. The heavy duty truck definition is necessary because the new code requirements refer to heavy duty trucks and vehicles.

For better clarification, amendments, underlined, to the existing definitions for (1) warehouse distribution and (2) draying freight and trucking operations definitions are proposed.

Warehousing and distribution: Businesses whose sole purpose is to store and then distribute goods for sale as opposed to businesses whose sole purpose is to move goods by truck. This use generates a greater concentration of truck traffic and significant environmental impacts than other manufacturing uses or industrial uses.

Draying, freighting and trucking operations: Business whose sole purpose is to move goods by truck. Trucking operations include a site used for dispatching a fleet of trucks to pick up and deliver goods and storing the fleet on-site. Draying, freighting and trucking operations do not include as opposed to businesses which produce, store, and then distribute goods such as manufacturers with warehouses and distribution centers.

The warehouse distribution definition describes a use that generates greater concentration of truck traffic and environmental impacts than other industrial uses. Added to the current “draying freight and trucking operations” definition is that it includes sites used for dispatching a fleet of trucks to pick up and deliver goods and storing the fleet on site (see Attachment 1, Exhibit A pgs. 2 & 3).

Truck Related Uses Without Significant Truck Trip Generation

During the Truck Intensive Use Moratorium period, several proposed projects were paused because these projects were specifically identified as one of the seven uses in the moratorium. However, due to their small-scale operation, some of these uses do not generate significant truck trips. For example, a family-run contractor falls under the contractor storage yard category but only has one or two trucks, generating few truck trips. The proposed Zoning Code amendment intends to limit truck intensive uses but not unnecessarily prohibit all truck-related uses when they do not cause significant truck trips.

To better understand what threshold to stay below in developing the draft Ordinance, truck traffic generation rates for grocery stores were evaluated. Grocery stores require regular truck deliveries but do not generate enough truck trips to impact neighboring residential areas. Based on an extensive study of Puget Sound grocery stores, the average truck trip generation rate was determined to be 18 trips per day. We examined various projects throughout the City comparing their trip generation rates with lot sizes and building area. Based on this comparative analysis, it was determined that projects that were on parcels of an acre or smaller and with building(s) no larger than 30,000 square-feet would have truck generation rates similar to a grocery store and are not likely to generate a significant amount of daily truck trips.

As a result, the proposed Ordinance allows small-scale operations such as (1) contractor storage yards, (2) equipment sales, (3) rental and storage, cold storage, and (4) warehouse (storage only, not distribution warehouse) with a project site of one (1) acre or less, and a total building area of 30,000 square feet or less and when located 500 feet or more from a residentially zoned property or other sensitive uses. Such truck uses with low truck trip generation would be allowed in the I-P, M-SC, and M-M zones with a Conditional Use Permit (CUP) and be required to meet the following proposed rule-based development standards:

- Loading, service areas, trash enclosures, truck and trailer parking, and all outside storage must be completely screened from public view. Screening includes a combination of buildings, landscape, berms, and decorative walls.
- Outside storage areas are prohibited in the front and street-side setbacks. In the case where there is no required setback, outside storage areas are prohibited within 25 feet of the front property line and street-side property line.
 - Screen walls shall be prohibited in the front and street-side setback areas. The setback areas in front of all perimeter screen walls shall be fully landscaped to soften the appearance of the wall.
 - Minimum height of a perimeter screen wall is eight (8) feet.
 - All screen walls shall include an anti-graffiti coating or equivalent measures to prevent graffiti.
 - Screen walls shall be constructed with decorative block or with a material equivalent in aesthetics and structural quality.
- All vehicle parking lots, drive-aisles, storage areas shall be paved with asphalt, concrete or similar surface material approved by the City Engineer.
- All properties, buildings, structures, outdoor storage areas, landscaping, walls, trash enclosures, accessory structures, signs, and overall grounds shall be maintained in good repair, in a clean, neat, and orderly condition.
- All heavy-duty truck/vehicles and similar heavy equipment shall not idle more than five minutes.
- All site landscape shall be designed to reduce pollutant dispersal and include species such as *Pinus eldarica* (Afghan Pine) or similar, that reduce particulate matter.
- All properties, buildings, outdoor storage areas, landscaping, walls, trash enclosures, accessory structures, signs and overall grounds shall be maintained in good repair, in a clean, neat and orderly condition.

In addition, these uses would be required through imposed Conditions of Approval to demonstrate continued operational compliance with the project approvals. If the approved project fails to comply with imposed conditions, or if the approved entitlement generates more truck trips or creates other impacts on the surrounding area, then further modifications to the project or potential revocation of CUP will be required.

In the M-H zone, these new standards would also be applied to all the listed permitted truck intensive uses, in addition to the existing development standards and the conditional use permit requirements.

Additional Amendments for Clarification to the Zoning Code

After reviewing the Zoning Code in preparation for the draft Ordinance, inconsistencies and deficiencies were observed that required minor changes to the code. Therefore, the following changes are proposed:

- The addition of an Intent and Scope provisions to the Industrial Park (I-P) Zone regulations. This is a statement of the intent and vision for the I-P zone and it creates consistency with the other industrial zones. This new intent section is consistent with the General Plan description for industrial land uses (see Attachment 1, Exhibit A pg. 7).
- Modification of the Intent and Scope provisions for Manufacturing-Service Commercial (M-SC) Zone regulations to be consistent with the General Plan Land Use Element's description for Industrial land use to attract high paying jobs and strengthen the City's economic base. For clarity, it also removes the following clause - "It is the intent of the City Council in amending this chapter"- in the "intent" provisions of the Manufacturing Medium (M-M) and Manufacturing Heavy (M-H) Zone regulations.
- The added clarification that a "mini warehouse" use is a self-storage facility and inclusion of a cross-reference to JVMC Section 9.240.470 Mini Warehouses that provides standards for mini warehouses.

2) Land Use Recommendations

A land use survey of the City's industrial areas was completed. This information was used to evaluate each of the five areas shown in Figure 2 below, with land use recommendations for 1 – 4 and a Master Plan policy document for study area 5. The five study areas are named (1) Bellegrave-Van Buren, (2) Belltown-Agua Mansa, (3) Pedley-Limonite, (4) Flabob Airport, and (5) North Pyrite are shown in yellow below. In addition, a sixth Study Area, Sierra Avenue, shown in purple was included in proposed land use changes.

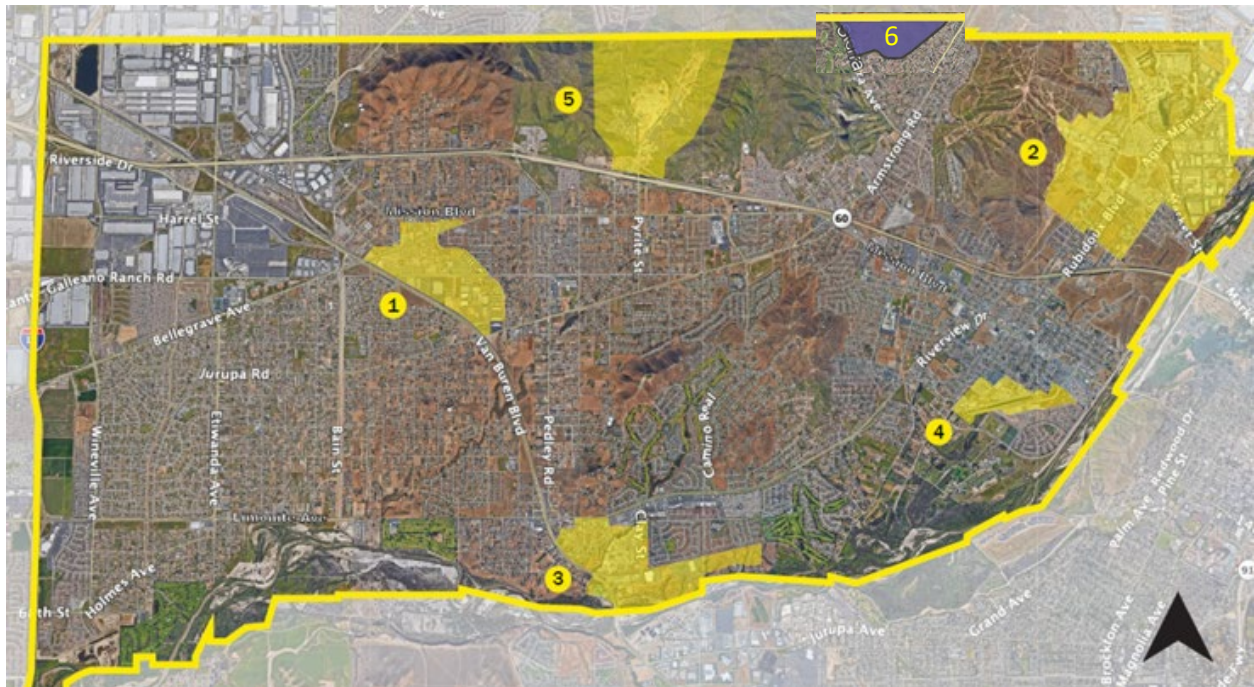


Figure 2 Study Areas: 1. Bellegrave- Van Buren 2. Belltown-Agua Mansa, 3. Pedley-Limonite, 4. Flabob Airport, 5. North Pyrite Master Plan, 6. Sierra Avenue

The study area evaluation has led to staff's recommendation that the City initiate land use designation and zoning classifications changes in Study Areas 1-4 and 6 (Sierra Avenue). If the City Council initiates the proposed land use changes, the City will begin processing the required General Plan and Change of Zone amendments. This process will include outreach to stakeholders in each study area and include further refinement to the land use changes. It is anticipated that the implementation of these land use changes will take over a year to complete after the City Council initiation. The City Council previously requested a 90-day no action period for Study Area 5, the draft North Pyrite Master Plan. Therefore, the draft Master Plan will be presented to the Planning Commission at a future public hearing and is not a part of this report.

Bellevue-Van Buren- Study Area. The land use recommendation is to change the M-SC zoning classification within this study area to Business Park (B-P) zone to match the current General Plan land use designation. It is also recommended that the Business Park (B-P) Zone's standards be updated to require, at minimum, an approved Site Development Permit for all uses, consistent with the City's other industrial zones, and update the list of permitted uses to be consistent with the General Plan's intent for Business Park land use designation. The proposed amendments to uses and standards of the Business Park (B-P) Zone would apply to all properties zoned Business Park (B-P) throughout the City. A draft of the proposed Business Park changes is provided as Attachment 2.

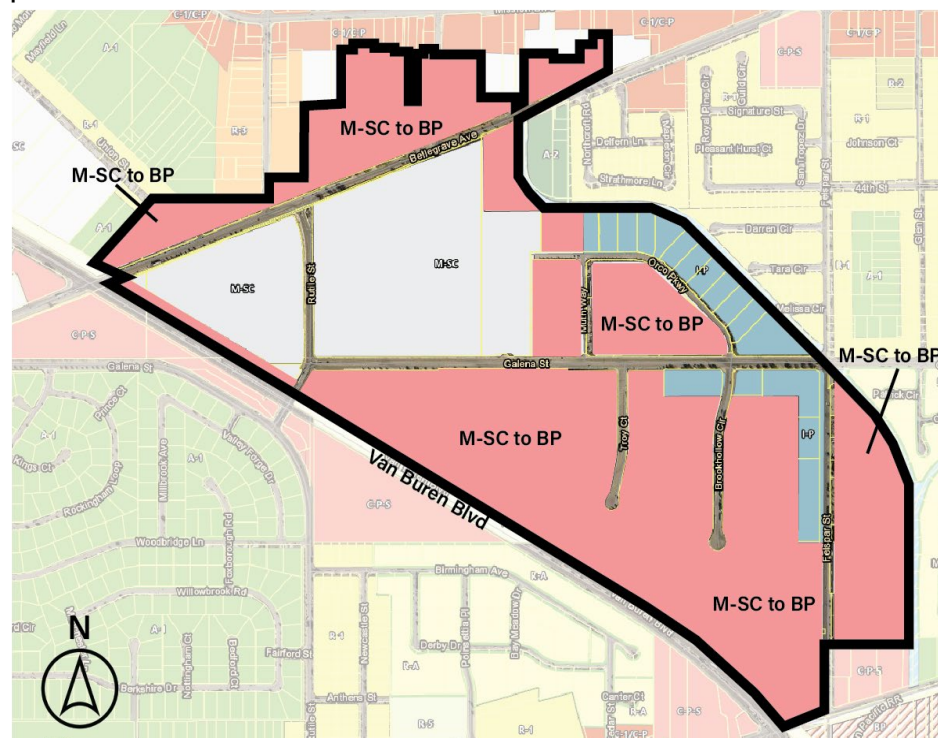


Figure 3 Proposed Bellevue- Van Buren Zone Change

Bellevue-Agua Mansa. 28th street is a distinct dividing line between land use patterns for the area. To the north of 28th Street, the land use is predominately industrial use, while to the south is commercial, Business Park and residential uses. The land use recommendation is to keep industrial uses from encroaching any further

south than 28th Street and to emphasis commercial uses along Rubidoux Boulevard. It is recommended establishment of a business park corridor along Rubidoux Boulevard north of 28th Street. The vision is to create an entry statement and landscaped parkway to improve aesthetics and property values along Rubidoux Boulevard. These concepts would be further developed in a separate future study, for a proposed North Rubidoux Master Plan. The North Rubidoux Master Plan will be funded by various approved projects with community benefit funds received through approved development agreements. Currently, the Agua Mansa Commerce Park and Agua Mansa Road Development projects are providing funding towards the North Rubidoux Master Plan pursuant to the terms of each project's approved development agreements.



along Van Buren to Business Park (B-P) Zone. These changes will make the zoning consistent with the General Plan and the existing uses along Clay Street.

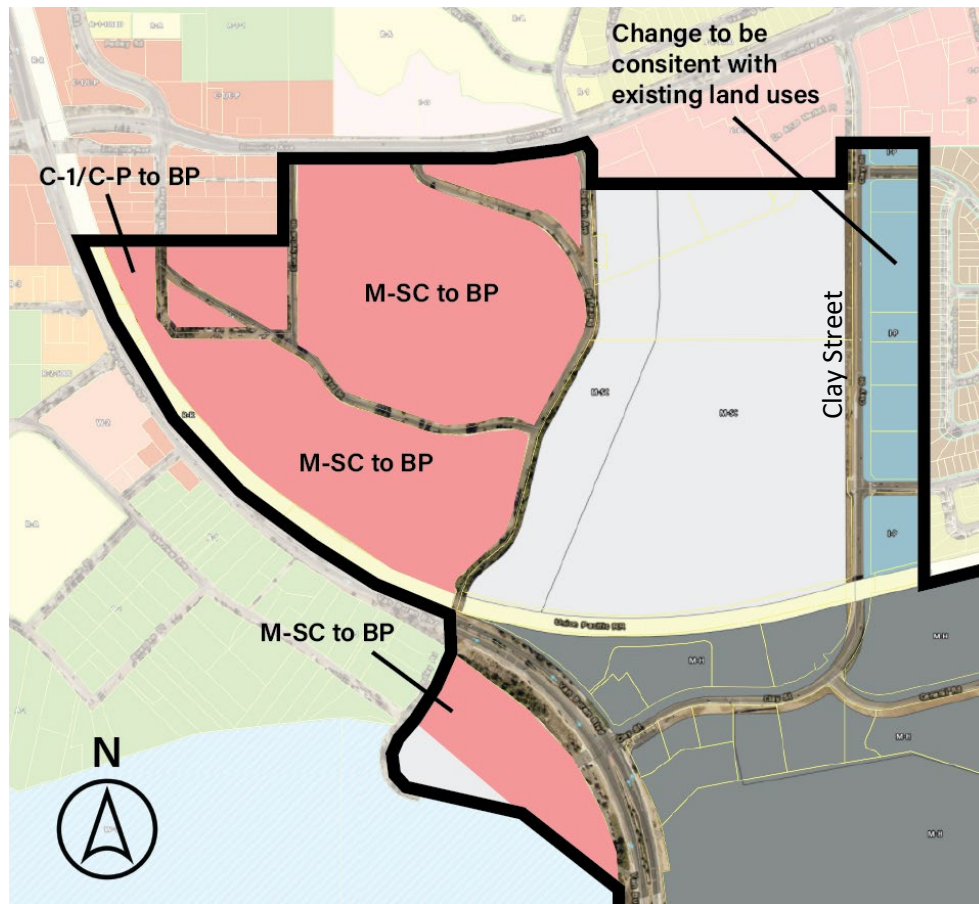


Figure 5 Proposed Pedley-Limonite Zone Change

Flabob Airport. It is recommended that the City develop an Airport Specific Plan. In the interim, however, it is recommended that the M-H zoned area of the airport study area be changed to M-SC.

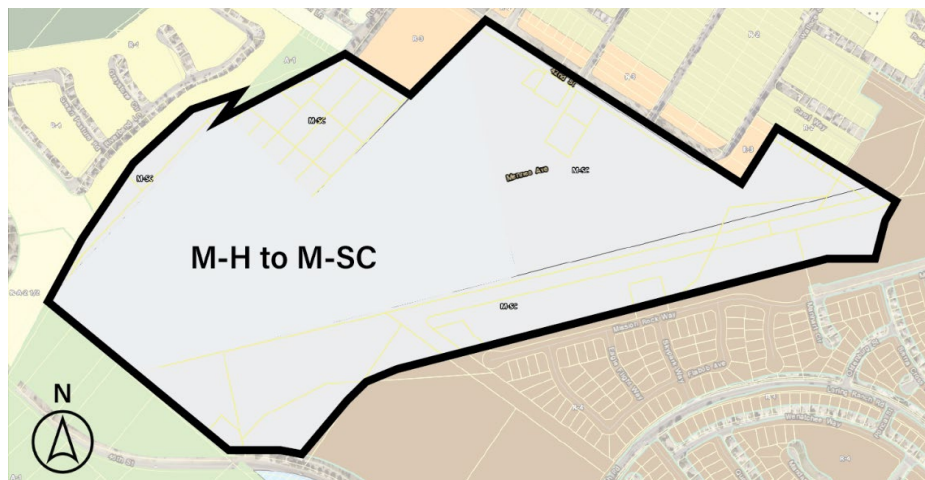


Figure 6 Proposed Airport Zone Change

M-H Zoning along Sierra Avenue. Shown in the graphic below is an existing M-H Zoned property which is vacant land with steep terrain that lies between Sierra Avenue and the northern City border. This property was once a staging area for a former mining facility that is now the Oak Quarry Golf Club. The County had envisioned this area potentially being an expansion of the mining facility, but that never occurred. The recommendation is for this area to be rezoned to Natural Asset (N-A) and Light Agriculture (A-1) to be consistent with the General Plan land use for this area.

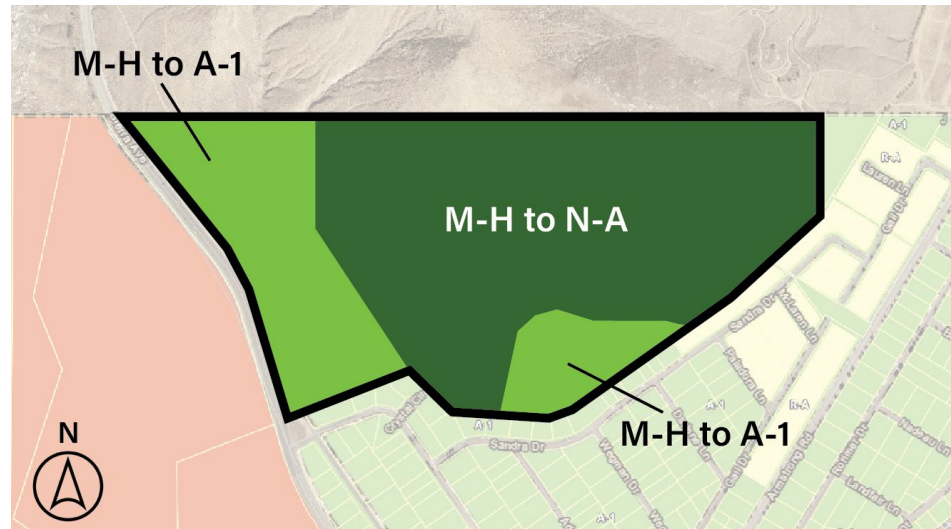


Figure 7 Proposed Sierra Avenue Zone Change

ENVIRONMENTAL REVIEW

The proposed Code Amendment is exempt from the requirements of the California Environmental Quality Act (“CEQA”) and the City’s local CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed Code Amendment, amending certain regulations, development standards, and permitted uses pertaining to truck intensive uses will have a significant effect on the environment. The proposed Code Amendment is an administrative process of the City that will not result in direct or indirect physical changes in the environment.

NOTICING REQUIREMENTS

An advertisement for this public hearing was published on October 17, 2021 in the Press Enterprise Newspaper. Stakeholders have also been noticed throughout the process.

CONCLUSION

The proposed Code Amendment establishes the Manufacturing-Heavy (M-H) zone as the location for truck intensive uses. It prohibits truck intensive uses in all other industrial zones in the City and eliminates truck and trailer storage yards and truck stop/travel centers as an allowed use in the City. It also provides a process for truck uses that do not generate significant truck traffic to be allowed subject to a Conditional Use Permit

approval and additional development standards intended to reduce use impacts. These measures will greatly reduce the impacts truck intensive uses have on the community. In addition, the proposed land use recommendations, if initiated and subsequently adopted, will implement the General Plan's goals for five industrial areas and update the Business Park standards for the City.

Prepared by:



Jim Pechous
Principal Planner

Submitted by:



Joe Perez
Community Development Director

Reviewed by:

//s// *Serita Young*

Serita Young
Deputy City Attorney

ATTACHMENTS

1. Resolution No. 2021-10-27-01
 - a. Exhibit A. Draft Truck Intensive Use Ordinance
2. Draft Business Park (B-P) Zone amendments

Attachment 1

Resolution No. 2021-10-27-01 &
Exhibit A. Draft Truck Intensive Use Ordinance

RESOLUTION NO. 2021-10-27-01

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF JURUPA VALLEY RECOMMENDING THAT
THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY
AMEND THE JURUPA VALLEY MUNICIPAL CODE
CONCERNING THE ELIMINATION OF THE EXPANSION
OR ESTABLISHMENT OF TRUCK INTENSIVE USES IN
VARIOUS COMMERCIAL, INDUSTRIAL, AND
MANUFACTURING ZONES, AND MAKE A
DETERMINATION OF EXEMPTION UNDER CEQA
GUIDELINES SECTION 15061(B)(3)**

**THE PLANNING COMMISSION OF THE CITY OF JURUPA VALLEY DOES
RESOLVE AS FOLLOWS:**

Section 1. Zoning Code Amendment.

(a) At the January 21, 2021 regular City Council meeting, the City Council initiated amendments to Title 9 of the Jurupa Valley Municipal Code concerning certain allowable truck intensive uses in various commercial, industrial, and manufacturing zones (the “Code Amendment”), and requested that the Planning Commission study and report on the proposed Code Amendment, as set forth in this Ordinance.

(b) Section 9.285.010 of the Jurupa Valley Municipal Code provides that amendments to Title 9 may be initiated by either the Planning Commission or the City Council.

(c) Section 9.285.010 of the Jurupa Valley Municipal Code provides that amendments to Title 9 shall be made in accordance with the procedure set forth in Government Code Section 65800 *et seq.*, as now enacted and hereafter amended, and the requirements of Chapter 9.285.

(d) Section 9.285.030 of the Jurupa Valley Municipal Code provides that amendments to Title 9 that propose to regulate the use of buildings, structures, and land as between industry, business, residents, open space, and other purposes, and that propose to regulate the use of lots, yards, courts, and other open spaces, shall be adopted in the manner set forth in Section 9.285.040. Further, Government Code Section 65853 provides that an amendment to a zoning ordinance, which amendment proposes to impose any regulations listed in Government Code Section 65850 not theretofore imposed, must be adopted in the manner set forth in Government Code Sections 65854 to 65857, inclusive.

(e) Section 9.285.040 of the Jurupa Valley Municipal Code provides that the Planning Commission must hold a public hearing on the proposed amendment. After closing the public hearing, the Planning Commission must render its decision within a reasonable time and transmit it to the City Council in the form of a written recommendation, which must contain the reasons for the recommendation. If the Planning Commission does not reach a decision due to a

tie vote, that fact must be reported to the City Council and the failure to reach a decision shall be deemed a recommendation against the proposed amendment.

(f) Government Code Section 65853 provides that when the legislative body has requested the planning commission to study and report upon an amendment to the zoning ordinance and the planning commission fails to act upon such request within a reasonable time, the legislative body may, by written notice, require the planning commission to render its report within 40 days. Upon receipt of the written notice, the planning commission, if it has not done so, shall conduct the public hearing as required by Section 65854. Failure to so report to the legislative body within the above time period shall be deemed to be approval of the proposed amendment to the zoning ordinance.

(g) Government Code Section 65854 provides that the planning commission shall hold a public hearing on the proposed amendment to a zoning ordinance. Notice of the hearing shall be given pursuant to Government Code Section 65090.

(h) Government Code Section 65855 provides that after the hearing, the planning commission shall render its decision in the form of a written recommendation to the legislative body. Such recommendation shall include the reasons for the recommendation, the relationship of the proposed amendment to the general plan, and shall be transmitted to the legislative body in such form and manner as may be specified by the legislative body.

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

(a) ZCA No. 21008 (the “Project”) was processed including, but not limited to, a public notice, in the time and manner prescribed by State law and Jurupa Valley Ordinances.

(b) On October 27, 2021, the Planning Commission of the City of Jurupa Valley held a public hearing on ZCA No. 21008, at which time all persons interested in the Project had the opportunity and did address the Planning Commission on these matters. Following the receipt of public testimony, the Planning Commission closed the public hearing.

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

Section 3. California Environmental Quality Act Findings. The Planning Commission of the City of Jurupa Valley hereby recommends that the City Council of the City of Jurupa Valley make the following environmental findings and determinations in connection with the approval of ZCA No. 21008:

(a) The proposed Code Amendment is exempt from the requirements of the California Environmental Quality Act (“CEQA”) and the City’s local CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed Code Amendment, amending certain regulations, development standards, and permitted uses pertaining to truck intensive uses, will have a significant effect on the environment. The proposed Code Amendment is an administrative process of the City that will not result in direct or indirect physical changes in the environment. The City Council has reviewed the administrative record concerning the proposed Code Amendment and the proposed

CEQA determinations, and based on its own independent judgment, finds that the Code Amendment set forth in this Ordinance is not subject to, or exempt from, the requirements of the CEQA and the State CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3).

Section 4. Findings for Recommendation of Approval of Code Amendment. The Planning Commission of the City of Jurupa Valley does hereby recommend that the City Council of the City of Jurupa Valley find and determine that the proposed Code Amendment (ZCA No. 21008 should be adopted because the proposed Code Amendment is consistent with the City of Jurupa Valley 2017 General Plan. The proposed Code Amendment will (1) establish the Manufacturing-Heavy (M-H) Zone as the sole zoning district in which truck intensive uses are permitted subject to approval of a conditional use permit, (2) establish more protective development standards applicable to truck intensive uses, and (3) prohibit truck intensive uses in all other zoning districts, which amendments will have the effect of greatly diminishing air quality, safety, noise, traffic and other the impacts these uses have on the community. Specifically, by reducing truck intensive use impacts, the proposed Code Amendment fulfills the General Plan purpose of enhancing residents' safety, convenience, and quality of life, and the Environmental Justice Element, which values the health, well-being, safety, and livability of our community through balancing land use with the need for healthy, safe neighborhoods. The proposed Code Amendment removes and helps prevent blight by removing truck intensive uses from all zoning districts other than M-H Zone. This also helps to prevent incompatible truck intensive uses from being located near residential and other sensitive uses. It also addresses the effects of commercial truck traffic on streets, neighborhoods, and public safety by limiting the location of these uses. The proposed Code Amendment is consistent with Policy LUE 3.13, Commercial Trucks, in that it allows truck traffic generating uses in the heavy industrial areas of the City away from residential uses, which minimizes potential impacts on adjacent residential and commercial properties. The proposed Code Amendment is consistent with Policy LUE 11.19, Property Maintenance, in that the proposed development standards require maintenance of the grounds and structures on site. The proposed Code Amendment is consistent with LUE 5.42, Prohibited Uses, in that it prohibits truck intensive uses in areas designated Business Park on the General Plan land use map.

Section 5. Recommendation of Approval of Code Amendment. Based on the foregoing, the Planning Commission of the City of Jurupa Valley hereby recommends that the City Council of the City of Jurupa Valley adopt the proposed Code Amendment attached hereto as Exhibit "A."

Section 6. Certification. The Community Development Director shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the Planning Commission of the City of Jurupa Valley on this 27th day of October, 2021.

Penny Newman
Chair of Jurupa Valley Planning Commission

ATTEST:

Joe Perez
Community Development Director/Secretary to the Planning Commission

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF JURUPA VALLEY)

I, Joe Perez, Community Development Director of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2021-10-27-01 was duly adopted and passed at a meeting of the Planning Commission of the City of Jurupa Valley on the 27th day of October, 2021, by the following vote, to wit:

AYES: COMMISSION MEMBERS:

NOES: COMMISSION MEMBERS:

ABSENT: COMMISSION MEMBERS:

ABSTAIN: COMMISSION MEMBERS:

JOE PEREZ
COMMUNITY DEVELOPMENT DIRECTOR

EXHIBIT A

ORDINANCE NO. 2021-__

**AN ORDINANCE OF THE CITY OF JURUPA VALLEY
AMENDING THE JURUPA VALLEY MUNICIPAL CODE
ELIMINATING EXPANSION OR ESTABLISHMENT OF
TRUCK INTENSIVE USES IN VARIOUS COMMERCIAL,
INDUSTRIAL, AND MANUFACTURING ZONES, AND
FINDING AN EXEMPTION FROM CEQA UNDER
SECTION 15061(B)(3) OF THE CEQA GUIDELINES**

**THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY DOES ORDAIN AS
FOLLOWS:**

Section 1. Recitals.

(a) The City Council is concerned that under the City's current zoning standards and current general plan policies, certain truck intensive uses that are allowed might cause a disproportionate public health, safety, and welfare impact to the community and to its residents without compensating benefits to the community.

(b) The City established a moratorium on the expansion or establishment of truck intensive uses in the Industrial Park (I-P), Manufacturing - Service Commercial (M-SC), Manufacturing - Medium (M-M), Manufacturing - Heavy (M-H), Mineral Resources (M-R), and Mineral Resources And Related Manufacturing (Mr-A) Zones pursuant to an Interim Urgency Ordinance adopted January 21, 2021, and extended February 18, 2021, in order to allow the City to analyze these issues.

(c) The City conducted studies to analyze how to address and mitigate potential burdens on the communities affected by truck intensive uses.

(d) The City has been forced to address some of these issues on a limited basis without the benefit of a comprehensive policy.

(e) The City has determined that revisions to the Jurupa Valley Municipal Code to amend certain zones to restrict truck intensive uses will support the City's desire to address the effects of truck intensive uses on the community and support an appropriate mix of land uses, improved air quality, and traffic safety.

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

(a) At the January 21, 2021 regular City Council meeting, the City Council initiated amendments to Title 9 of the Jurupa Valley Municipal Code concerning certain allowable truck intensive uses in various commercial, industrial, and manufacturing zones (the "Code Amendment"), and requested that the Planning Commission study and report on the proposed Code Amendment, as set forth in this Ordinance.

(b) On October 27, 2021, the Planning Commission of the City of Jurupa Valley held a public hearing on the proposed Code Amendment set forth in this Ordinance, at which time all persons interested in the proposed Code Amendment had the opportunity and did address the Planning Commission on these matters. Following the receipt of public testimony the Planning Commission closed the public hearing. At the conclusion of the Planning Commission hearings and after due consideration of the testimony, the Planning Commission adopted Resolution No. 2021-10-27-01 recommending that the City Council approve the proposed Code Amendment.

(c) On [month] [day], 2021, the City Council of the City of Jurupa Valley held a duly noticed public hearing on the proposed Code Amendment, at which time all persons interested in the Code Amendment had the opportunity and did address the City Council on these matters. Following the receipt of public testimony the City Council closed the public hearing and duly considered the written and oral testimony received.

(d) All legal preconditions to the adoption of this Ordinance have occurred.

Section 3. California Environmental Quality Act Findings. The proposed Code Amendment is exempt from the requirements of the California Environmental Quality Act (“CEQA”) and the City’s local CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed Code Amendment, amending certain regulations, development standards, and permitted uses pertaining to truck intensive uses, will have a significant effect on the environment. The proposed Code Amendment is an administrative process of the City that will not result in direct or indirect physical changes in the environment. The City Council has reviewed the administrative record concerning the proposed Code Amendment and the proposed CEQA determinations, and based on its own independent judgment, finds that the Code Amendment set forth in this Ordinance is not subject to, or exempt from, the requirements of the CEQA and the State CEQA Guidelines pursuant to CEQA Section 21080.17 and CEQA Guidelines Section 15061(b)(3).

Section 4. Findings. The City Council hereby finds, as required by the Jurupa Valley Ordinances and applicable state law, that the proposed Code Amendment should be adopted because the proposed Code Amendment is consistent with the City of Jurupa Valley 2017 General Plan. The proposed Code Amendment will (1) establish the Manufacturing High (M-H) Zone as the sole zoning district in which truck intensive uses are permitted subject to approval of a conditional use permit, (2) establish more protective development standards applicable to truck intensive uses, and (3) prohibit truck intensive uses in all other zoning districts, which amendments will have the effect of greatly diminishing air quality, safety, noise, traffic and other the impacts these uses have on the community. Specifically, by reducing truck intensive use impacts, the Code Amendment fulfills the General Plan purpose of enhancing residents’ safety, convenience, and quality of life, and the Environmental Justice Element, which values the health, well-being, safety, and livability of our community through balancing land use with the need for healthy, safe neighborhoods. The proposed Code Amendment removes and helps prevent blight by removing truck intensive uses from all zoning districts other than M-H Zone. This also helps prevents incompatible truck intensive uses being located near residential and other sensitive uses. It also address the effects of commercial truck traffic on streets, neighborhoods, and public safety by limiting the location of these uses. The proposed Code Amendment is consistent with Policy LUE 3.13, Commercial Trucks, in that it allows truck traffic generating uses in the heavy industrial

areas of the City away from residential uses, which minimizes potential impacts on adjacent residential and commercial properties. The proposed Code Amendment is consistent with Policy LUE 11.19, Property Maintenance, in that the proposed development standards require maintenance of the grounds and structures on site. The proposed Code Amendment is consistent with LUE 5.42, Prohibited Uses, in that it prohibits truck intensive uses in areas designated Business Park on the General Plan land use map.

Section 5. Amendment to Section 9.10.400. Section 9.10.400., Draying, Freighting and Trucking Operations, of Chapter 9.10, Definitions, of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“Sec. 9.10.400. - Draying, freighting and trucking operations.

Business whose sole purpose is to move goods by truck. Trucking operations includes a site used for dispatching a fleet of trucks to pick up and deliver goods and storing the fleet on-site. Draying, freighting, and trucking operations do not include as opposed to businesses which produce, store and then distribute goods such as manufacturers with warehouses and distribution centers. (See Section 9.10.1290, Warehousing and distribution.)”

Section 6. Addition of Section 9.10.645. Section 9.10.645 is hereby added to Chapter 9.10, Definitions, of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

“Sec. 9.10.645. – Heavy duty trucks / vehicles.

Any vehicle exceeding 26,001 pounds is considered heavy-duty. Examples include city transit buses, mobile cranes, cement mixers, dump trucks, refuse trucks, tractors designed to pull refrigerated trailers and other similar vehicles.”

Section 7. Addition of Section 9.10.1115. Section 9.10.1115 is hereby added to Chapter 9.10, Definitions, of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

“Sec. 9.10.1115. - Research and Development.

Uses engaged in the research, analysis, development, and/or testing of a product.”

Section 8. Addition of Section 9.10.1235. Section 9.10.1235 is hereby added to Chapter 9.10, Definitions, of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

“Sec. 9.10.1235. - Truck stop/travel center.

A site used primarily as a fueling or recharging station for trucks and often including truck parking, truck and trailer wash, service and repair of trucks, overnight accommodations, convenience stores, restaurants, and other services for trucks and truck drivers.”

Section 9. Amendment to Section 9.10.1290. Section 9.10.1290., Warehousing and Distribution, of Chapter 9.10, Definitions, of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“Sec. 9.10.1290. - Warehousing and distribution.

Businesses whose sole purpose is to store and then distribute goods for sale as opposed to businesses whose sole purpose is to move goods by truck. This use generates a greater concentration of truck traffic and significant environmental impacts than other manufacturing uses or industrial uses.”

Section 10. Amendment to Section 9.85.020. Section 9.85.020.D.(3) of Chapter 9.85, R-3A Zone (Village Tourist Residential), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(3) Automobile and truck repair and service stations, excluding truck stops/travel centers.”

Section 11. Amendment to Section 9.112.020. Section 9.112.020.B.(3) of Chapter 9.112, B-P Zone (Business Park), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(3) Automobile service stations, not including the concurrent sale of beer and wine for off-premises consumption, excluding truck stops/travel centers.”

Section 12. Amendment to Section 9.115.020. Section 9.115.020.A.(33) of Chapter 9.115, C-1 Zone/C-P Zone (General Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(33) Gasoline service stations, not including the concurrent sale of beer and wine for off-premises consumption, excluding truck stops/travel centers.”

Section 13. Amendment to Section 9.115.020. Section 9.115.020.B.(9) of Chapter 9.115, C-1 Zone/C-P Zone (General Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(9) Liquid petroleum service stations, not including the concurrent sale of beer and wine, provided the total capacity of all tanks shall not exceed ten thousand (10,000) gallons, excluding truck stops/travel centers.”

Section 14. Amendment to Section 9.115.020. Section 9.115.020.C.(15) of Chapter 9.115, C-1 Zone/C-P Zone (General Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(15) Gasoline service stations with the concurrent sale of beer and wine for off-premises consumption, excluding truck stops/travel centers.”

Section 15. Amendment to Section 9.115.020. Section 9.115.020.C.(16) of Chapter 9.115, C-1 Zone/C-P Zone (General Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(16) Liquid petroleum service stations with the concurrent sale of beer and wine for off-premises consumption, provided the total capacity of all tanks shall not exceed ten thousand (10,000) gallons, excluding truck stops/travel centers.”

Section 16. Amendment to Section 9.120.010. Section 9.120.010.A.(1) of Chapter 9.120, C-T Zone (Tourist Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(1) Automobile service stations, ~~truck service stations,~~ not including the concurrent sale of beer and wine for off-premises consumption, excluding truck stops/travel centers.”

Section 17. Amendment to Section 9.125.020. Section 9.125.020.A.(95) of Chapter 9.125, C-P-S Zone (Scenic Highway Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(95) Gasoline service stations, not including the concurrent sale of beer and wine for off-premises consumption, excluding truck stops/travel centers.”

Section 18. Amendment to Section 9.125.020. Section 9.125.020.B.(8) of Chapter 9.125, C-P-S Zone (Scenic Highway Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(8) Liquid petroleum service stations, with or without the concurrent sale of beer and wine, provided the total capacity of all tanks shall not exceed ten thousand (10,000) gallons, excluding truck stops/travel centers.”

Section 19. Amendment to Section 9.125.020. Section 9.125.020.B.(21) of Chapter 9.125, C-P-S Zone (Scenic Highway Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(21) Gasoline service stations, with the concurrent sale of beer and wine for off-premises consumption, excluding truck stops/travel centers.”

Section 20. Amendment to Section 9.130.020. Section 9.130.020.A.(1) of Chapter 9.130, C-R Zone (Rural Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(1) Automobile service stations, not including the concurrent sale of beer and wine for off-premises consumption, excluding truck stops/travel centers.”

Section 21. Amendment to Section 9.130.020. Section 9.130.020.B.(4) of Chapter 9.130, C-R Zone (Rural Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(4) Liquid petroleum service stations, with or without the concurrent sale of beer and wine, provided the total capacity of all tanks shall not exceed ten thousand (10,000) gallons, excluding truck stops/travel centers.”

Section 22. Amendment to Section 9.130.020. Section 9.130.020.B.(5) of Chapter 9.130, C-R Zone (Rural Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(5) Automobile service stations, with the concurrent sale of beer and wine for off-premises consumption, excluding truck stops/travel centers.”

Section 23. Amendment to Section 9.132.020. Section 9.132.020.B.(1) of Chapter 9.132, C-N Zone (Commercial-Neighborhood), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(1) Automobile service stations, not including the concurrent sale of beer and wine for off-premises consumption, excluding truck stops/travel centers.”

Section 24. Amendment to Section 9.140.020. Section 9.140.020.A.(41) of Chapter 9.140, R-VC Zone (Rubidoux-Village Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

<i>West Village</i>	<i>Village Center</i>	<i>East Village</i>	<i>No.</i>	<i>Uses Permitted</i>
“X		X	41	Gasoline service stations, not including the concurrent sale of beer and wine for off-premises consumption, <u>excluding truck stops/travel centers.</u> ”

Section 25. Amendment to Section 9.140.020. Section 9.140.020.B.(8) of Chapter 9.140, R-VC Zone (Rubidoux-Village Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

<i>West Village</i>	<i>Village Center</i>	<i>East Village</i>	<i>No.</i>	<i>Uses Permitted</i>
“X		X	8	Liquid petroleum service stations, not including the concurrent sale of beer and wine, provided the total capacity for all tanks shall not exceed 10,000 gallons, <u>excluding truck stops/travel centers.</u> “

Section 26. Amendment to Section 9.140.020. Section 9.140.020.C.(6) of Chapter 9.140, R-VC Zone (Rubidoux-Village Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

<i>West Village</i>	<i>Village Center</i>	<i>East Village</i>	<i>No.</i>	<i>Uses Permitted</i>
"X		X	6	Convenience stores, including the sale of motor vehicle fuel, <u>excluding truck stops/travel centers.</u> "

Section 27. Amendment to Section 9.140.020. Section 9.140.020.C.(7) of Chapter 9.140, R-VC Zone (Rubidoux-Village Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

<i>West Village</i>	<i>Village Center</i>	<i>East Village</i>	<i>No.</i>	<i>Uses Permitted</i>
"X		X	7	Gasoline service stations with the concurrent sale of beer and wine for off-premises consumption, <u>excluding truck stops/travel centers.</u> "

Section 28. Amendment to Section 9.140.020. Section 9.140.020.C.(9) of Chapter 9.140, R-VC Zone (Rubidoux-Village Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

<i>West Village</i>	<i>Village Center</i>	<i>East Village</i>	<i>No.</i>	<i>Uses Permitted</i>
"X		X	9	Liquid petroleum service stations with the concurrent sale of beer and wine for off-premises consumption, provided the total capacity of all tanks shall not exceed 10,000 gallons, <u>excluding truck stops/travel centers.</u> "

Section 29. Amendment to Section 9.145.010. Section 9.145.010., Scope, of Chapter 9.145, I-P Zone (Industrial Park), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

"Sec. 9.145.010. - Intent and scope.

It is the intent of this chapter to:

- (1) Promote and attract a wide variety of industrial and manufacturing activities and encourage research and development uses that will attract highly skilled, well paid jobs;
- (2) Provide the necessary improvements to support industrial growth;

(3) Ensure that new industry is compatible with uses on adjacent lands;

(4) Protect industrial areas from encroachment by incompatible uses that may jeopardize industry; and

(5) Strengthen the city's economic base.

The provisions of this chapter shall apply in all I-P Zones.”

Section 30. Amendment to Section 9.145.020. Section 9.145.020., Uses permitted, of Chapter 9.145, I-P Zone (Industrial Park), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“Sec. 9.145.020. - Uses permitted.

A. The following uses are permitted, provided an ~~industrial park~~ site development permit has been approved pursuant to the provisions of Section 9.240.330:

(1) The following industrial and manufacturing uses:

(a) Food, lumber, wood, and paper products:

(i) Grain and bakery products.

(ii) Sugar and confectionary products.

(iii) Nonalcoholic beverages.

(iv) Ice.

(v) Manufacture of furniture and fixtures including cabinets, partitions, and similar items.

(vi) Printing and publishing or newspapers, periodicals, books, forms, cards, and similar items.

(vii) Binding of books and other publications.

(b) Textile and leather products:

(i) Wearing apparel and accessory products.

(ii) Manufacture of handbags, luggage, footwear, and other personal leather goods.

(c) Chemical and glass products:

(i) Pharmaceutical research and manufacture.

(ii) Glassblowing, pressing, cutting, and other glassware products.

(d) Metal, machinery, and electrical products:

- (i) Jewelry manufacture and repair.
- (ii) Manufacture, assembly, testing and repair of components, devices, equipment and systems of an electrical, electronic, or electro-mechanical nature, such as, but not limited to:
 - a. Television and radio equipment and systems.
 - b. Phonographs and audio units.
 - c. Metering instruments, equipment and systems.
 - d. Radar, infrared and ultraviolet equipment and systems.
 - e. Coils, tubes, semiconductors and similar components.
 - f. Scientific and mechanical instruments.
 - g. Data processing equipment and systems.
 - h. Communication, navigation control, transmission and reception equipment, control transmission and reception equipment, control equipment and systems, guidance equipment and systems.
 - i. Musical and recording equipment.
- (iii) Office and computing machine manufacture, repair, and sales.
- (iv) Control devices and gauges.
- (v) Equipment sales, rental and storage, excluding heavy vehicles and equipment specially designed for executing construction tasks. Examples of heavy equipment include, but are not limited to, cranes, boom lifts, earth moving, dozers, loaders, excavators, scraper, grader and other similar equipment.
- (vi) Appliance manufacture, and repair.
- (vii) Manufacture of lighting fixtures, and supplies.

(e) ~~Transportation and related industries (Reserved)~~ Research and development.

- (f) Engineering and scientific instruments: Manufacture and repair of engineering, scientific, and medical instrumentation, including, but not limited to
 - (i) Measuring devices, watches, clocks, and related items.
 - (ii) Optical goods.

- (iii) Medical, and dental instruments.
- (iv) Engineering, survey, and drafting instruments.
- (v) Photographic equipment.
- (g) Industrial uses:
 - (i) Public utility substations and storage buildings.
 - (ii) Communications and microwave installations.
 - (iii) Telephone exchanges and switching equipment.
 - (iv) Post offices.
 - (v) Fire and police stations.
 - (vi) Water and gas company service facilities.
 - (vii) Parcel delivery services.
 - (viii) Mini warehouses (self-storage facility) provided they satisfy the provisions of Section 9.240.470.

(2) The following service and commercial uses:

- (a) Banks and financial institutions.
- (b) Blueprint and duplicating services.
- (c) Laboratories, film, medical, research, or testing centers.
- (d) Office equipment sales and service.
- (e) Offices, professional sales and service, including business, law, medical, dental, chiropractic, architectural and engineering.
- (f) Parking lots and parking structures.
- (g) Restaurants and other eating establishments.
- (h) Barber and beauty shops.
- (i) Day care centers.
- (j) Health and exercise centers.

- (k) Mobilehomes, provided they are kept mobile and licensed pursuant to state law, when used for construction offices and caretaker's quarters on construction sites for the duration of a valid building permit.
 - (l) One (1) 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 families.
 - (m) Signs, on-site advertising.
 - (n) Automobile service stations, not including the concurrent sale of beer and wine for off-premises consumption, excluding truck stops/travel centers.
 - (o) Motels.
 - (p) Churches, temples, or other structures used primarily for religious worship.
- B. The following uses are permitted provided a conditional use permit has been granted pursuant to Section 9.240.280:
- (1) Airports.
 - (2) Heliports.
 - (3) Lumber yards.
 - (4) ~~Vehicle storage~~ Towing and impoundment of vehicles that are stored entirely within an enclosed building, with no outdoor storage allowed.
 - (5) Trailer, recreational vehicle, and boat storage entirely within an enclosed building (no outdoor storage).
 - (6) Warehousing and distribution only within an approved General Plan Warehouse and Distribution Center Overlay, including the Mira Loma or Agua Mansa Warehouse and Distribution Overlays.
 - (7) ~~Reserved Mini-storage facilities for the general public.~~
 - (8) ~~Reserved Cold storage facilities.~~
 - (9) Recycling collection facilities.
 - (10) Recycling processing facilities.
 - (11) Vehicle storage entirely within an enclosed building (no outdoor storage).
 - (12) Contractor storage yards, equipment sales and storage, salvage yards, cold storage, and warehouses (storage only, not distribution warehouses) provided they also meet all of the following criteria:

- (a) A project site of one (1) acre or less;
 - (b) A total building area of thirty thousand (30,000) square feet or less; and
 - (c) Located a minimum of five hundred (500) feet from residentially zoned property and sensitive uses, such as churches or schools.
- C. A conditional use permit required for the uses listed in subsection (B)(3)—(10~~2~~) of this section shall not be granted unless the applicant demonstrates that the proposed use meets the general welfare standard articulated in Section 9.240.280(4) and meets all of the following additional findings:
 - (1) The proposed use will not adversely affect any residential neighborhood or property in regards to aesthetics, solar access, privacy, noise, fumes, odors or lights.
 - (2) The proposed use will not impact traffic on local or collector streets.
 - (3) The proposed use is adequately buffered from sensitive uses in the vicinity that may include, but not be limited to, churches, child care facilities, schools, parks and recreation facilities.
 - (4) The proposed use does not pose a hazard or potential to subject other properties in the vicinity to potential blight or crime.
- D. Development agreement. Notwithstanding any other provision, the requirement of a conditional use permit in subsection (B)(3)—(10) of this section shall not apply to any property for which a development agreement has been adopted by the City Council.
- E. Prospective application. No conditional use permit shall be required for those uses which are being exercised and legally permitted on the effective date of Ordinance No. 2012-10, which have received discretionary or ministerial approvals issued by the County or City of Jurupa Valley are still in effect, as of the effective date of Ordinance No. 2012-10.
- F. Sex-oriented businesses, subject to the provisions of Chapter 5.60. The uses listed in subsections (A) and (B) of this section do not include sex-oriented businesses.
- G. Any use that is not specifically listed in subsections (A) and (B) of this section may be considered a permitted or conditionally permitted use provided that the Community Development 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.
- H. ~~Warehousing and shipping uses are prohibited as primary uses where they conflict with Mira Loma Warehouse policy identified as Planning Department Policy Directive 12-01~~Reserved.
- I. It is the intent of the City Council that a legally established pre-existing land use of an occupied property shall not assume a nonconforming status as a result of the adoption of the 2017 General Plan and the concurrent or subsequent adoption of a change of zone for

consistency with the 2017 General Plan. Any pre-existing use certified pursuant to [Section 9.240.080] that is not specifically listed in subsections A. and B. shall be considered a permitted or conditionally permitted use the same as provided for such use under the zoning classification of the subject property prior to the adoption of the new zoning classification concurrent with, or subsequent to, the effective date of City Council Resolution No. 2017-14[A5] adopting the 2017 General Plan. The expansion of significant modification of such a pre-existing use shall be subject to the approval process and zoning requirements that had governed the category of use in which it fell under the prior zoning classification. However, nothing in this subsection shall be construed to mean that a site development permit or conditional use permit is required to continue such pre-existing use.

- J. Emergency shelters are permitted, subject to compliance with the development standards set forth in Section 9.145.050, and provided a building permit has been approved pursuant to the provisions of Title 8.”

Section 31. Amendment to Section 9.145.050. Sections 9.145.050.(15) and (16) of Chapter 9.145, I-P Zone (Industrial Park), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code are hereby renumbered as Sections 9.145.050.(16) and (17).

Section 32. Amendment to Section 9.145.050. A new Subsection (15) is hereby added to Section 9.145.050, Development Standards, of Chapter 9.145, I-P Zone (Industrial Park), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

“(15) All uses listed under Section 9.145.020(B)(12) shall comply with the following additional development standards:

- (a) Accessory truck and trailer parking, loading, trash and service areas shall be completely on site and screened from public view with a combination of buildings, decorative masonry walls such as tan split face block, stucco block, cultured stone of equivalent, berms and/or landscaping.
- (b) Outside storage as described in Section 9.10.950 shall be completely screened from public view with a combination of buildings, decorative masonry block walls, berms and/or landscaping. Outside storage areas shall be prohibited within twenty-five (25) feet of the front property line and street-side property line.
- (c) Screen walls shall be located outside the required street side setback areas and be fully landscaped in front of a wall adjacent to any street. The minimum height of a screen wall shall be eight (8) feet. All screen walls shall include an anti-graffiti coating or equivalent measures to prevent graffiti.
- (d) All vehicle parking lots, drive-aisles, storage areas shall be designed and constructed with paved asphalt, concrete or similar surface material approved by the Public Works Director.
- (e) All heavy-duty truck/vehicles and similar heavy equipment shall not idle more than five minutes.
- (f) All site landscape shall be designed to reduce air pollution and include species such as *Pinus eldarica* (Afghan Pine) or similar that reduce particulate matter.

(g) All properties, buildings, outdoor storage areas, landscaping, walls, trash enclosures, accessory structures, signs and overall grounds shall be maintained in good repair, in a clean, neat and orderly condition.”

Section 33. Amendment to Section 9.148.010. Section 9.148.010., Intent, of Chapter 9.148, M-SC Zone (Manufacturing- Service Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“Sec. 9.148.010. - Intent.

It is the intent of ~~the City Council in amending~~ this chapter to:

- (1) Promote and attract a wide variety of industrial and manufacturing activities ~~which will provide jobs to local residents and strengthen the city's economic base~~ and encourage research and development uses that will attract highly skilled, well paid jobs;
- (2) Provide the necessary improvements to support industrial growth;
- (3) Ensure that new industry is compatible with uses on adjacent lands; ~~and~~
- (4) Protect industrial areas from encroachment by incompatible uses that may jeopardize industry; and
- (5) Strengthen the City’s economic base.

The provisions of this chapter apply to the M-SC Zone.”

Section 34. Amendment to Section 9.148.020. Section 9.148.020., Uses Permitted, of Chapter 9.148, M-SC Zone (Manufacturing- Service Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“Sec. 9.148.020. - Uses permitted.

The following uses shall be permitted in the M-SC Zone:

- (1) Agricultural uses of the soils for crops, including the grazing of not more than two (2) mature farm animals per acre and their immature offspring.
- (2) The following uses are permitted provided a site development permit is approved pursuant to the provisions of Section 9.240.330.
 - (a) The following industrial and manufacturing uses:
 - (i) Food products:
 - a. Meat and poultry products, not including meat packing or slaughtering.
 - b. Dairy products, not including dairies.

- c. Canning and preserving fruits and vegetables.
- d. Grain and bakery products.
- e. Sugar and confectionery products.
- f. Nonalcoholic beverages.
- g. Ice.

(ii) Textile products:

- a. Cotton, wool, and synthetic weaving and finishing mills.
- b. Wearing apparel and accessory products.
- c. Knitting mills.
- d. Floor covering mills.
- e. Yarn and thread mills.

(iii) Lumber and wood products:

- a. Saw and planing mills.
- b. Manufacture of containers and crates.
- c. Fabrication of wood buildings and structures.
- d. Manufacture of furniture and fixtures including cabinets, partitions and similar items.

(iv) Paper products:

- a. Paper and paperboard mills.
- b. Manufacture of containers and boxes.
- c. Paper shredding.
- d. Printing and publishing of newspapers, periodicals, books, forms, cards, and similar items.
- e. Binding of books and other publications.

(v) Chemicals and related products:

- a. Manufacture of organic and inorganic compounds, not including those of a hazardous nature.
- b. Manufacture of drugs and pharmaceuticals.
- c. Soaps, cleaners, and toiletries.
- d. Manufacture of agricultural chemicals, not including pesticides and fertilizers.

(vi) Leather products:

- a. Tanning and finishing of leather.
- b. Manufacture of handbags, luggage, footwear, and other personal leather goods.

(vii) Stone, clay, glass, and concrete products:

- a. Stone cutting and related activities.
- b. Pottery and similar items.
- c. Glass blowing, pressing and cutting.
- d. Glassware products.
- e. Manufacture of concrete, gypsum, plaster and mineral products.

(viii) Metal products:

- a. Manufacture of cans and containers.
- b. Cutlery, tableware, hand tools, and hardware.
- c. Plumbing and heating items.
- d. Wrought iron fabrication.
- e. Manufacture and assembly of fencing.
- f. Machine, welding, and blacksmith shops.
- g. Metal stamps and forged metal products.
- h. Manufacture of ordnance and firearms, not including explosives.
- i. Jewelry.

(ix) Machinery:

- a. Engines, turbines, and parts.
- b. Farm, garden construction, and industrial machinery.
- c. Office and computing machines.
- d. Refrigeration and heating equipment.
- e. Equipment sales, rental, and storage.

(x) Electrical equipment:

- a. Electrical and electronic apparatus and components.
- b. Appliances.
- c. Lighting and wiring.
- d. Radio, television, and communications equipment.
- e. Musical and recording equipment.

(xi) Transportation and related industries:

- a. Motorcycles, bicycles, and parts manufacture.

(xii) Engineering and scientific instruments:

- a. Measuring devices, watches, clocks, and related items.
- b. Optical goods, medical instruments, supplies, and equipment and photography equipment.

(xiii) Industrial uses:

- a. Cotton ginning.
- b. Public utility substations and storage yards.
- c. Heliports.
- d. Communications and microwave installations.
- e. Mini warehouses (self-storage facility) provided they satisfy the provisions of Section 9.240.470.

(xiv) Research and development.

(b) The following service and commercial uses:

- (i) Banks and financial institutions.
- (ii) Blueprint and duplicating services.
- (iii) Gasoline and diesel service stations, not including the concurrent sale of beer and wine for off-premises consumption, excluding truck stops/travel centers.
- (iv) Laboratories, film, medical, research, or testing centers.
- (v) Office equipment sales and service.
- (vi) Offices, professional sales and service, including business, law, medical, dental, chiropractic, architectural, and engineering.
- (vii) Parking lots and parking structures.
- (viii) Restaurants and other eating establishments.
- (ix) Vehicle and motorcycle repair shops.
- (x) Barber and beauty shops.
- (xi) Body and fender shops, and spray painting.
- (xii) Building materials sales yard.
- (xiii) Day care centers.
- (xiv) Health and exercise centers.
- (xv) Hardware and home improvement center.
- (xvi) Mobilehomes, provided they are kept mobile and licensed pursuant to state law, when used for: 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 ninety (90) days in any calendar year; caretaker's quarters and office, in lieu of any other one (1) family dwelling located on the same parcel as a permitted industrial use.
- (xvii) One (1) 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.
- (xviii) Nurseries and garden supply stores.
- (xix) Car ~~and truck~~ washes.

- (xx) Signs, on-site advertising.
 - (xxi) Feed and grain sales.
 - (xxii) Fortune telling, spiritualism, or similar activity.
 - (xxiii) Churches, temples, or other structures used primarily for religious worship.
- (3) The following uses are permitted provided a conditional use permit has been granted pursuant to Section 9.240.280:
- (a) Meat packing plants, not including slaughtering or rendering of animals.
 - (b) Cemeteries, crematories, and mausoleums.
 - (c) Brewery, distillery, or winery.
 - (d) Acid and abrasives manufacturing.
 - (e) Fertilizer production, organic or inorganic.
 - (f) Paints and varnishes manufacturing and incidental storage.
 - (g) Airports.
 - (h) Poultry and egg processing.
 - (i) Drive-in theaters.
 - (j) Lumber yards.
 - (k) Fabrication of manufactured housing and mobilehomes.
 - (l) Fabrication of metal buildings.
 - (m) Vehicles, aircraft, boats and parts manufacture.
 - (n) Railroad equipment.
 - (o) Travel trailers and recreational vehicles manufacture.
 - (p) ~~Vehicle storage~~ Towing and impoundment of vehicles that are stored entirely within an enclosed building, with no outdoor storage allowed.
 - (q) Trailer and boat storage.
 - (r) Railroad yards and stations.
 - (s) Building movers storage yard.

- (t) ~~Reserved~~Mini storage facilities for the general public.
- (u) Warehousing and distribution, only within an approved General Plan Warehouse and Distribution Overlay, including the Mira Loma or Agua Mansa Warehouse and Distribution Overlays.
- (v) ~~Reserved~~Cold storage plant.
- (w) ~~Reserved~~Contractor storage yards.
- (x) Truck and trailer sales and rental.
- (y) Mobilehome sales lots.
- (z) Recycling collection facilities.
- (aa) Paper storage and recycling, not within a building.
- (bb) Concrete batch plants and asphalt plants.
- (cc) Recycling processing facilities.
- (dd) Recycling of wood, metal and construction wastes.
- (ee) Disposal service operations, not including transfer stations.
- (ff) ~~Reserved~~Drying, freighting and trucking operations.
- (gg) Natural gas storage, above-ground.
- (hh) Petroleum and bulk fuel storage, above-ground, pursuant to Chapter 5.65.
- (ii) Any mining operation that is subject to the California Surface Mining and Reclamation Act of 1975 (Pub. Resources Code Section 2710 et seq.) provided a valid surface mining permit has been granted pursuant to Chapter 5.65.
- (jj) Vehicle storage entirely within an enclosed building, with no outdoor storage allowed.
- (kk) For the following list of truck trip generation uses with a project site one (1) acre or less, the total building area is thirty thousand (30,000) square feet or less and when located five hundred (500) feet or more from residentially zoned property or other sensitive uses such as churches and schools:
 - (i) Contractor storage yards.
 - (ii) Equipment sales and storage.
 - (iii) Salvage yards.
 - (iv) Cold storage.
 - (v) Warehouse (storage only not distribution warehouses).

- (4) A conditional use permit required for the uses listed in subsection (3)(j)—~~(i)(k)~~ of this section shall not be granted unless the applicant demonstrates that the proposed use meets the general welfare standard articulated in Section 9.240.280(4) and meets all of the following additional findings:
- (a) The proposed use will not adversely affect any residential neighborhood or property in regards to aesthetics, solar access, privacy, noise, fumes, odors or lights.
 - (b) The proposed use will not impact traffic on local or collector streets.
 - (c) The proposed use is adequately buffered from sensitive uses in the vicinity that may include, but not be limited to, churches, child care facilities, schools, parks and recreation facilities.
 - (d) The proposed use does not pose a hazard or potential to subject other properties in the vicinity to potential blight or crime.
- (5) Development agreement. Notwithstanding any other provision, the requirement of a conditional use permit in subsection (3)(j)—(ii) of this section shall not apply to any property for which a development agreement has been adopted by the City Council.
- (6) Prospective application. No conditional use permit shall be required for those uses which are being exercised and legally permitted on the effective date of Ordinance No. 2012-10, including properties which have received discretionary or ministerial approvals issued by the County of Riverside or City of Jurupa Valley which are still in effect, as of the effective date of Ordinance No. 2012-10.
- (7) Kennels and catteries are permitted provided they are approved pursuant to the provisions of Section 9.240.460.
- (8) Sex-oriented businesses, subject to the provisions of Chapter 5.60. The uses listed in subsections (1), (2) and (3) of this section do not include sex-oriented businesses.
- (9) Any use that is not specifically listed in subsections (2) and (3) of this section may be considered a permitted or conditionally permitted use provided that the Community Development 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.
- ~~(10) Warehousing and shipping uses are prohibited as primary uses where they conflict with the Mira Loma Warehouse policy identified as Planning Department Policy Directive 12-01.”~~

Section 35. Amendment to Section 9.148.040. A new Subsection (12) is hereby added to Section 9.148.040., Development Standards, of Chapter 9.148, M-SC Zone (Manufacturing-Service Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

“(12) All uses listed under Section 9.148.020(3)(kk) shall comply with the following additional development standards:

- (a) Accessory truck and trailer parking, loading, trash and service areas shall be completely on site and screened from public view with a combination of buildings, decorative masonry walls such as tan split face block, stucco block, cultured stone or equivalent, berms and/or landscaping.
- (b) Outside storage as described in Section 9.10.950 shall be completely screened from public view with a combination of buildings, decorative masonry block walls, berms and/or landscaping. Outside storage areas shall be prohibited within twenty-five (25) feet of the front property line and street-side property line.
- (c) Screen walls shall be located outside the required street side setback areas and be fully landscaped in front of a wall adjacent to any street. The minimum height of a screen wall shall be eight (8) feet. All screen walls shall include an anti-graffiti coating or equivalent measures to prevent graffiti.
- (d) All vehicle parking lots, drive-aisles, storage areas shall be designed and constructed with paved asphalt, concrete or similar surface material approved by the Public Works Director.
- (e) All heavy-duty truck/vehicles and similar heavy equipment shall not idle more than five minutes.
- (f) All site landscape shall be designed to reduce air pollution and include species such as *Pinus eldarica* (Afghan Pine) or similar that reduce particulate matter.
- (g) All properties, buildings, outdoor storage areas, landscaping, walls, trash enclosures, accessory structures, signs and overall grounds shall be maintained in good repair, in a clean, neat and orderly condition.”

Section 36. Amendment to Section 9.150.010. Section 9.150.010., Intent, of Chapter 9.150, M-M Zone (Manufacturing- Medium), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“Sec. 9.150.010. - Intent.

It is the intent of ~~the City Council in amending~~ this chapter to:

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

The provisions of this chapter apply to the M-M Zone.”

Section 37. Amendment to Section 9.150.020. Section 9.150.020., Uses Permitted, of Chapter 9.150, M-M Zone (Manufacturing- Medium), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“Sec. 9.150.020. - Uses permitted.

The following uses shall be permitted:

- (1) Agricultural uses of the soils for crops including the grazing of not more than two (2) mature farm animals per acre and their immature offspring.
- (2) The following uses are permitted provided a site development permit is approved pursuant to the provisions of Section 9.240.330.
 - (a) The following industrial and manufacturing areas:
 - (i) Food products:
 - a. Meat and poultry products, including meat packing but not including slaughtering.
 - b. Dairy products, not including dairies.
 - c. Canning and preserving fruits and vegetables.
 - d. Grain and bakery products.
 - e. Sugar and confectionery products.
 - f. Beverages.
 - g. Ice.
 - h. Wineries, distilleries and breweries.
 - (ii) Textile products:
 - a. Cotton, wool, and synthetic weaving and finishing mills.
 - b. Wearing apparel and accessory products.
 - c. Knitting mills.
 - d. Floor covering mills.
 - e. Yarn and thread mills.

(iii) Lumber and wood products:

- a. Saw and planing mills.
- b. Manufacture of containers and crates.
- c. Fabricated wood buildings and structures.
- d. Manufacture of furniture and fixtures including cabinets, partitions and similar items.
- e. Paper shredding.

(iv) Paper products:

- a. Paper and paperboard mills.
- b. Manufacture of containers and boxes.
- c. Paper shredding.
- d. Printing and publishing of newspapers, periodicals, books, forms, cards, and similar items.
- e. Binding of books and other publications.

(v) Chemicals and related products:

- a. Manufacture of organic and inorganic compounds, not including those of a hazardous nature.
- b. Manufacture of drugs and pharmaceuticals.
- c. Soaps, cleaners, and toiletries.
- d. Manufacture of agricultural chemicals, not including pesticides and fertilizers.

(vi) Rubber, plastic and synthetic products:

- a. Manufacture of tires and tubes.
- b. Fabrication of rubber, plastic, and synthetic products.

(vii) Leather products:

- a. Tanning and finishing of leather.

- b. Manufacture of handbags, luggage, footwear, and other personal leather goods.

(viii) Stone, clay, glass, and concrete products:

- a. Stone cutting and related activities.
- b. Pottery and similar items.
- c. Glass blowing, pressing and cutting.
- d. Glassware products.
- e. Manufacture of concrete, gypsum, plaster and mineral products.

(ix) Metal products, fabricated:

- a. Manufacture of cans and containers.
- b. Cutlery, tableware, hand tools, and hardware.
- c. Plumbing and heating items.
- d. Wrought iron fabrication.
- e. Manufacture and assembly of fencing.
- f. Machine, welding, and blacksmith shops.
- g. Metal stamps and forged metal products.
- h. Manufacture of ordnance and firearms, not including explosives.
- i. Jewelry.

(x) Machinery:

- a. Engines, turbines, and parts.
- b. Farm, garden, construction, and industrial machinery.
- c. Office and computing machines.
- d. Refrigeration and heating equipment.
- e. Equipment sales, rental, and storage, excluding heavy vehicles and equipment specially designed for executing construction tasks. Examples of heavy equipment include, but are not limited to, cranes, boom lifts, earth

moving, dozers, loaders, excavators, scraper, grader and other similar equipment.

(xi) Electrical equipment:

- a. Electrical and electronic apparatus and components.
- b. Appliances.
- c. Lighting and wiring.
- d. Radio, television, and communications equipment.
- e. Musical and recording equipment.

(xii) Transportation and related industries: Motorcycles, bicycles, and parts manufacture.

(xiii) Engineering and scientific instruments:

- a. Measuring device, watches, clocks, and related items.
- b. Optical goods.
- c. Medical instruments, supplies, and equipment and photography equipment.

(xiv) Industrial uses:

- a. Laboratories and research centers.
- b. Cotton ginning.
- c. Public utility substations and storage yards.
- d. Heliports.
- e. Animal training.
- f. Communications and microwave installations.
- g. Breweries, distilleries, and wineries.
- h. Mini warehouses (self-storage facility) provided they satisfy the provisions of Section 9.240.470.

(b) The following service and commercial uses:

- (i) Banks and financial institutions.

- (ii) Blueprint and duplicating services.
- (iii) Gasoline and diesel service stations, not including the concurrent sale of beer and wine for off-premises consumption, excluding truck stops/travel centers.
- (iv) Laboratories, film, medical, research, or testing.
- (v) Office equipment sales and service.
- (vi) Offices, professional sales and service, including business, law, medical, dental, chiropractic, architectural, and engineering.
- (vii) Parking lots and parking structures.
- (viii) Restaurants and other eating establishments.
- (ix) Vehicle and motorcycle repair shops.
- (x) Barber and beauty shops.
- (xi) Body and fender shops, and spray painting.
- (xii) Building materials sales yard.
- (xiii) Day care centers.
- (xiv) Health and exercise centers.
- (xv) Hardware and home improvement centers.
- (xvi) Mobilehomes, provided they are kept mobile and licensed pursuant to state law, when used for: 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 ninety (90) days in any calendar year; caretaker's quarters and office, in lieu of any other one (1) family dwelling, located on the same parcel as a permitted industrial use.
- (xvii) One (1) 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.
- (xviii) Nurseries and garden supply.
- (xix) ~~Care and truck~~ washes.
- (xx) Feed and grain sales.
- (xxi) Signs, on-site advertising.

(xxii) Churches, temples and other places of religious worship.

(3) The following uses are permitted, provided a conditional use permit has been granted pursuant to Section 9.240.280:

- (a) Abattoirs.
- (b) Cemeteries, crematories and mausoleums.
- (c) Cotton ginning.
- (d) Acid and abrasives manufacturing.
- (e) Fertilizer production, and processing organic or inorganic.
- (f) Paints and varnishes manufacturing and incidental storage.
- (g) Drive-in theaters.
- (h) Airports.
- (i) Sand blasting.
- (j) Gas, steam, and oil drilling operations.
- (k) Swap meets.
- (l) Smelting metal and foundries.
- (m) Lumber yards.
- (n) Fabrication of manufactured housing and mobilehomes.
- (o) Fabrication of metal buildings.
- (p) Vehicles, aircraft, boats and parts manufacture.
- (q) Railroad equipment.
- (r) Travel trailers and recreational vehicles manufacture.
- (s) ~~Reserved. Draying, freighting and trucking operations.~~
- (t) Railroad yards and stations.
- (u) ~~Vehicle storage~~ Towing and impoundment of vehicles that are stored entirely within an enclosed building, with no outdoor storage allowed.
- (v) Trailer and boat storage.

- (w) Building movers storage yard.
- (x) ~~Reserved~~Mini storage facilities for the general public.
- (y) Warehousing and distribution only within an approved General Plan Warehouse and Distribution Center Overlay, including the Mira Loma or Agua Mansa Warehouse and Distribution Overlays.
- (z) ~~Reserved~~Cold storage plant.
- (aa) ~~Reserved~~Contractor storage yards.
- (bb) Truck and trailer sales and rental.
- (cc) Mobilehome sales lots.
- (dd) Recycling collection facilities.
- (ee) ~~Reserved~~Auto wrecking and junk yards.
- (ff) Paper storage and recycling, not within a building.
- (gg) Concrete batch plants and asphalt plants.
- (hh) Recycling processing facilities.
- (ii) Recycling of wood, metal and construction wastes.
- (jj) Disposal service operations.
- (kk) Sewerage treatment plants.
- (ll) Dump sites.
- (mm) Natural gas, above-ground storage.
- (nn) Petroleum and bulk fuel storage, above-ground, pursuant to Chapter 5.65.
- (oo) Any mining operation that is subject to the California Surface Mining and Reclamation Act of 1975 (Pub. Resources Code Section 2710 et seq.) provided a valid surface mining permit has been granted pursuant to Chapter 5.65.
- (pp) Vehicle storage entirely within an enclosed building (no outdoor storage).
- (qq) For the following list of truck trip generation uses with a project site one (1) acre or less, the total building area is thirty thousand (30,000) square feet or less and when located five hundred (500) feet or more from residentially zoned property or other sensitive uses such as churches and schools:

- (i) Contractor storage yards.
- (ii) Equipment sales and storage.
- (iii) Salvage yards.
- (iv) Cold storage.
- (v) Warehouses (storage only not distribution warehouses).

- (4) A conditional use permit required for the uses listed in subsection (3)(m)—(eeqq) of this section shall not be granted unless the applicant demonstrates that the proposed uses meets the general welfare standard articulated in Section 9.240.280(4) and meets all of the following additional findings:
 - (a) The proposed use will not adversely affect any residential neighborhood or property in regards to aesthetics, solar access, privacy, noise, fumes, odors or lights.
 - (b) The proposed use will not impact traffic on local or collector streets.
 - (c) The proposed use is adequately buffered from sensitive uses in the vicinity that may include, but not be limited to, churches, child care facilities, schools, parks and recreation facilities.
 - (d) The proposed use does not pose a hazard or potential to subject other properties in the vicinity to potential blight or crime.
- (5) Development agreement. Notwithstanding any other provision, the requirements of a conditional use permit in subsection (3)(m)—(oo) of this section shall not apply to any property for which a development agreement has been adopted by the City Council.
- (6) Prospective application. No conditional use permit shall be required for those uses which are being exercised and legally permitted on the effective date of Ordinance No. 2012-10, including properties which have received discretionary or ministerial approvals issued by the County or City of Jurupa Valley are still in effect, as of the effective date of Ordinance No. 2012-10.
- (7) Kennels and catteries are permitted provided they are approved pursuant to the provisions of Section 9.240.460.
- (8) Sex-oriented businesses, subject to the provisions of Chapter 5.60. The uses listed in subsections (1), (2) and (3) of this section do not include sex-oriented businesses.
- (9) Any use that is not specifically listed in subsections (1) and (2) of this section may be considered a permitted or conditionally permitted use provided that the Community Development 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.
- ~~(10) —Warehousing and shipping uses are prohibited as primary uses where they conflict with the Mira Loma Warehouse policy identified as Planning Department Policy Directive 12-01.”~~

Section 38. Amendment to Section 9.150.040. A new Subsection (12) is hereby added to Section 9.150.040., Development Standards, of Chapter 9.150, M-M Zone (Manufacturing-Medium), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

“(12) All uses listed under Section 9.150.020(3)(qq) shall comply with the following additional development standards:

- (a) Accessory truck and trailer parking, loading, trash and service areas shall be completely on site and screened from public view with a combination of buildings, decorative masonry walls such as tan split face block, stucco block, cultured stone of equivalent, berms and/or landscaping.
- (b) Outside storage as described in Section 9.10.950 shall be completely screened from public view with a combination of buildings, decorative masonry block walls, berms and/or landscaping. Outside storage areas shall be prohibited within twenty-five (25) feet of the front property line and street-side property line.
- (c) Screen walls shall be located outside the required street side setback areas and be fully landscaped in front of a wall adjacent to any street. The minimum height of a screen wall shall be eight (8) feet. All screen walls shall include an anti-graffiti coating or equivalent measures to prevent graffiti.
- (d) All vehicle parking lots, drive-aisles, storage areas shall be designed and constructed with paved asphalt, concrete or similar surface material approved by the Public Works Director.
- (e) All heavy-duty truck/vehicles and similar heavy equipment shall not idle more than five minutes.
- (f) All site landscape shall be designed to reduce air pollution and include species such as *Pinus eldarica* (Afghan Pine) or similar that reduce particulate matter.
- (g) All properties, buildings, outdoor storage areas, landscaping, walls, trash enclosures, accessory structures, signs and overall grounds shall be maintained in good repair, in a clean, neat and orderly condition.”

Section 39. Amendment to Section 9.155.010. Section 9.155.010., Intent, of Chapter 9.155, M-H Zone (Manufacturing-Heavy), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“Sec. 9.155.010. - Intent.

It is the intent of ~~the City Council in amending~~ this chapter to:

- (1) Promote and attract industrial and manufacturing activities which will provide jobs to local residents and strengthen the city's economic base;
- (2) Provide the necessary improvements to support industrial growth;

- (3) Ensure that new industry is compatible with uses on adjacent lands; and
- (4) Protect industrial areas from encroachment by incompatible uses that may jeopardize industry.

The provisions of this chapter apply to the M-H Zone.”

Section 40. Amendment to Section 9.155.020. Section 9.155.020.(2)(a)(xv)(h) of Chapter 9.155, M-H Zone (Manufacturing-Heavy), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“h. Mini warehouses (self-storage facility) subject to the provisions of Section 9.240.470.”

Section 41. Amendment to Section 9.155.020. Section 9.155.020.(2)(b)(iii) of Chapter 9.155, M-H Zone (Manufacturing-Heavy), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(iii) Gasoline and diesel service stations, not including the concurrent sale of beer and wine for off-premises consumption, excluding truck stops/travel centers.”

Section 42. Amendment to Section 9.155.020. Section 9.155.020.(3)(u) of Chapter 9.155, M-H Zone (Manufacturing-Heavy), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(u) Reserved~~Mini storage facilities for the general public.~~”

Section 43. Amendment to Section 9.155.020. Section 9.155.020.(3)(v) of Chapter 9.155, M-H Zone (Manufacturing-Heavy), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(v) Warehousing and distribution within an approved General Plan Warehouse and Distribution Center Overlay, including Mira Loma and Agua Mansa.”

Section 44. Amendment to Section 9.155.020. Section 9.155.020.(10) of Chapter 9.155, M-H Zone (Manufacturing-Heavy), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(10) ~~Reserved~~Warehousing and shipping uses are prohibited as primary uses where they conflict with the Mira Loma Warehouse policy identified as Planning Department Policy Directive 12-01.”

Section 45. Amendment to Section 9.155.030. A new Subsection *l.* is hereby added to Section 9.155.030., Development Standards, of Chapter 9.155, M-H Zone (Manufacturing-Heavy), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

“l. All uses listed under Sections 9.155.020(3)(p), (r), (s), (t), (w), (x), (z), (cc), (dd), (ee), (ff), (ii), (kk), and (nn) shall comply with the following additional development standards:

- (a) Accessory truck and trailer parking, loading, trash and service areas shall be completely on site and screened from public view with a combination of buildings, decorative masonry walls such as tan split face block, stucco block, cultured stone or equivalent, berms and/or landscaping.
- (b) Outside storage as described in Section 9.10.950 shall be completely screened from public view with a combination of buildings, decorative masonry block walls, berms and/or landscaping. Outside storage areas shall be prohibited within twenty-five (25) feet of the front property line and street-side property line.
- (c) Screen walls shall be located outside the required street side setback areas and be fully landscaped in front of a wall adjacent to any street. The minimum height of a screen wall shall be eight (8) feet. All screen walls shall include an anti-graffiti coating or equivalent measures to prevent graffiti.
- (d) All vehicle parking lots, drive-aisles, storage areas shall be designed and constructed with paved asphalt, concrete or similar surface material approved by the Public Works Director.
- (e) All heavy-duty truck/vehicles and similar heavy equipment shall not idle more than five minutes.
- (f) All site landscape shall be designed to reduce air pollution and include species such as *Pinus eldarica* (Afghan Pine) or similar that reduce particulate matter.
- (g) All properties, buildings, outdoor storage areas, landscaping, walls, trash enclosures, accessory structures, signs and overall grounds shall be maintained in good repair, in a clean, neat and orderly condition.”

Section 46. Severability. If any sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining provisions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each sentence, clause or phrase thereof irrespective of the fact that any one or more sentences, clauses or phrases be declared unconstitutional or otherwise invalid.

Section 47. Effect of Ordinance. This Ordinance is intended to supersede any ordinance or resolution of the County of Riverside adopted by reference by the City of Jurupa Valley in conflict with the terms of this Ordinance.

Section 48. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

Section 49. Effective Date. This Ordinance shall take effect on the date provided in Government Code Section 36937.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Jurupa Valley on this ____ day of _____, 2021.

Lorena Barajas
Mayor

ATTEST:

Victoria Wasko, CMC
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF JURUPA VALLEY)

I, Victoria Wasko, CMC, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Ordinance No. 2021-__ was duly introduced at a meeting of the City Council of the City of Jurupa Valley on the ____ day of _____, 2021, and thereafter at a regular meeting held on the ____ day of _____, 2021, it was duly passed and adopted by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this ____ day of _____, 2021.

Victoria Wasko, City Clerk
City of Jurupa Valley

Attachment 2

Draft Business Park (B-P) Zone amendments

CHAPTER 9.112. B-P ZONE (BUSINESS PARK)

Sec. 9.112.010. Purpose and application.

The B-P Zone allows for employee intensive uses and is intended to provide for research and development, light manufacturing, business sales and services and other business-supporting commercial uses. It is not intended to include general warehousing, shipping, or logistics. The B-P Zone implements and is consistent with the Business Park land use designation of the General Plan.

A. Sec. 9.112.020. Uses permitted

~~The following uses are permitted:~~

- ~~(1) Bakery—Wholesale.~~
- ~~(2) Banks, financial services, ATMs.~~
- ~~(3) Business support services.~~
- ~~(4) Catering services.~~
- ~~(5) Copying and quick printer services.~~
- ~~(6) Laboratory—Medical, analytical, research, testing.~~
- ~~(7) Manufacturing—Light.~~
- ~~(8) Media production—Broadcast studio.~~
- ~~(9) Printing and publishing.~~
- ~~(10) Offices, professional sales and services, including business, law, medical, dental, chiropractic, architectural and engineering, public utilities.~~
- ~~(11) Restaurant.~~
- ~~(12) School—College, university, vocational, specialized training.~~
- ~~(13) Social service organization.~~
- ~~(14) Transit stop, station or terminal.~~
- ~~(15) Veterinary clinic/hospital, boarding (indoor).~~

The following uses are permitted provided approval of a site development permit shall first have been obtained pursuant to the provisions of Section [9.240.330]:

- (1) Airport related business
- (2) Ambulance, taxi, and/or limousine dispatch facility.
- ~~(3) Antennas and telecommunications facilities.~~
- ~~(4) Automobile service stations, not including the concurrent sale of beer and wine for off-premises consumption.~~
- (3) Vehicle—Automobile services—Repair and maintenance.
- (4) Bakery—Wholesale.
- (5) Catering services.

-
- (6) Childcare
 - (7) Civic Uses.
 - (8) Commercial food kitchen, commissary.
 - (9) Commercial recreation, health, and fitness facility—Indoor only.
 - (10) Computer and Electronic Product ~~business~~ manufacturing
 - (11) Conference, Convention, or Banquet facilities.
 - (12) Contractor business (plumbing, electrician etc.) entirely within a building
 - (13) Copying, printing, and publishing ~~and quick printer services~~
 - ~~(13) Convenience market.~~
 - (14) Equipment sales and rental – excluding heavy vehicles and equipment specially designed for executing construction tasks. Examples of heavy equipment include, but are not limited to, cranes, boom lifts, earth moving, dozers, loaders, excavators, scrapers, graders, and other similar equipment.
 - (15) Financial Institutions
 - (16) Food Manufacturing (but excluding animal slaughtering and processing, and seafood product preparation and packaging)
 - ~~(16) Fitness/health facility.~~
 - (17) Laboratory—Medical, analytical, research, testing.
 - (18) Maintenance services for infrastructure, road, sewer, water etc.
 - (19) Manufacturing—Light, processing, fabricating, assembly, or disassembly of items takes places wholly within an enclosed building.
 - (20) Media production—Broadcast studio.
 - (21) Medical services—Clinic, urgent care, outpatient services.
 - ~~(22) Microbrewery/ winery—Brewpub, craft brewery, craft distillery, wine tasting~~
 - (22) Office supporting retail. Offices, administrative, corporate, professional, and support office use
 - ~~(23) Parking lots and structures.~~
 - (24) Personal services—Nails, beauty salon, barber.
 - ~~(25) Printing and publishing.~~
 - (25) Repair services—Electronic equipment, large appliances, etc.
 - (26) Research and Development.
 - (27) Restaurant or Food Establishments (no drive-thru restaurants) - Full-service restaurants, food halls, or other food establishments such as coffee, sandwich, ice cream or similar food shops.
 - (28) School—College, university, vocational, specialized training.
 - (29) Social service organization.
 - (30) Social service organization.
 - (31) Studio—Art, dance, martial arts, music, etc.
-

(32) Technology Centers

(33) Transit stop, station or terminal.

(34) Utilities - Electrical, gas, sewer, water, etc.

(35) Veterinary clinic/hospital, many include ancillary indoor boarding ~~(indoor)~~.

(36) Warehouse stores—Forty-five thousand (45,000) square feet or less gross floor area.

~~(37) Work/live units.~~

B. The following uses are permitted provided a conditional use permit has been granted pursuant to Section [9.240.280]:

(1) Auto, motorcycle, ~~boat and RV sales~~, rental and repair.

~~(2) Bar/tavern.~~

~~(3) Furniture and fixtures manufacturing, cabinet shop.~~

(2) Alcoholic beverage sales for on off-premises consumption with ~~convenience stores and automobile service stations and~~ restaurants, microbrewery, brew pub, craft brewery, hotels, extended stay hotels and conference facilities ~~with alcohol beverage sales for on-premises consumption~~ pursuant to 9.240.490.

(3) Hotel, motel, extended stay hotel.

(4) Hospital, emergency services.

(5) Microbrewery, brew pub, craft brewery pursuant to Section 9.240.490

(6) Mortuary, funeral home.

~~(7) Public safety facilities (police, fire, EMT, etc.)~~

(7) Utility /small commercial trucks – maintenance and repair (excludes tractor trailer and other heavy duty vehicles).

(8) Warehouse stores—Greater than forty-five thousand (45,000) square feet gross floor area.

~~DC.~~ Uses not listed. Any use that is not specifically listed in Subsections A., ~~B.~~, and ~~BC.~~ may be considered a permitted or conditionally permitted use provided that the Planning-Community Development 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.

~~ED.~~ Legally established uses. It is the intent of the City Council that a legally established pre-existing land use of an occupied property shall not assume a nonconforming status as a result of the adoption of the 2017 General Plan and the concurrent or subsequent adoption of a change of zone for consistency with the 2017 General Plan. Any pre-existing use certified pursuant to Section [9.240.080] that is not specifically listed in subsections A., B., and C. shall be considered a permitted or conditionally permitted use the same as provided for such use under the zoning classification of the subject property prior to the adoption of the new zoning classification concurrent with, or subsequent to, the effective date of City Council Resolution No. 2017-14 adopting the 2017 General Plan. The expansion of significant modification of such a pre-existing use shall be subject to the approval process and zoning requirements that had governed the category of use in which it fell under the prior zoning classification. However, nothing in this subsection shall be construed to mean that a site development permit or conditional use permit is required to continue such pre-existing use.

(Ord. No. 2017-09, § 5, 9-21-2017)

Sec. 9.112.030. Development standards.

The following shall be the standards of development in the B-P Zone:

- (1) *Lot size.* The minimum lot size shall be one-half (0.5) acre (twenty-one thousand seven hundred eighty (21,780)) square feet with a minimum average lot width of one hundred (100) feet, minimum average lot depth of one hundred (100) feet and minimum lot frontage width of fifty (50) feet.
- (2) *Height.* The maximum height of all structures, including buildings, shall be thirty-five (35) feet at the yard setback line. Any portion of a structure that exceeds thirty-five (35) feet in height shall be set back from each yard setback line not less than two (2) feet for each one (1) foot in height that is in excess of thirty-five (35) feet. All buildings and structures shall not exceed fifty (50) feet in height.
- (3) *Landscaping.* A minimum fifteen (15) percent of the net area of the site (exclusive of right-of-way) shall be landscaped and maintained, and automatic irrigation shall be installed.
- (4) *Street setbacks.* A minimum twenty-five (25) foot setback shall be required on any street. A minimum ten (10) foot strip adjacent to the street line shall be ~~appropriately~~ fully landscaped and maintained, except for designated pedestrian and vehicular accessways. The remainder of the setback may be used for off-street automobile parking, driveways, or landscaping.
- (5) *Side yard setbacks.* The minimum side yard setback shall equal not less than ten (10) feet for the two (2) side lot areas combined.
- (6) *Rear yard setback.* The minimum rear yard setback shall be fifteen (15) feet.
- (7) *Other setbacks.* A minimum one hundred (100) foot setback shall be required on any boundary where the business park property abuts a residential or commercially zoned property. A minimum of twenty (20) feet of the setback shall be landscaped. The other setback area may also be used for trails, bicycle, motorcycle and automobile parking, trash/recycling enclosure, driveways or landscaping. Block walls or other fencing may be required. Barbed wire or concertina wire shall not be allowed.
- (8) *Screening.* Parking, loading, trash and service areas shall be screened from public view by structures, ~~berms~~ or landscaping. They shall be located in such a manner as to minimize noise or odor nuisance. Block walls or other fencing may be required.
- (9) Screen walls. Screen walls shall be located outside the required front yard and street side setback areas and be fully landscaped in front of a wall adjacent to any street. The minimum height of a screen wall shall be eight (8) feet. All screen walls shall include an anti-graffiti coating or equivalent measures to prevent graffiti.
- (10) Outside storage. Outdoor storage may not exceed 20% of the site. ~~Outside storage shall be screened with structures or landscaping. Landscaping shall be placed in a manner adjacent to the exterior boundaries of the area so that materials stored are screened from view. If a non-screened exhibit of products is proposed, it shall be part of the industrial park site development permit approved pursuant to Section [9.145.040], and shall be set back at least ten (10) feet from the street line.~~ Outside storage as described in Section 9.10.950 shall be completely screened from public view with a combination of buildings, decorative masonry block walls, berms and/or landscaping. Outside storage areas shall be prohibited within twenty-five (25) feet of the front property line and street-side property line.
- (11) *Parking.* Parking shall be provided as required by [Section 9.240.120].
- (12) *Utilities.* All new utilities shall be underground.
- (13) *Roof-mounted equipment.* All roof mounted mechanical equipment shall be screened from ~~the ground elevation~~ public view to a minimum sight distance of one thousand three hundred twenty (1,320) feet.

-
- (14) *Signs.* All signs shall be in conformance with [Chapter 9.245].
- (15) *Site lighting.* All lighting, including spotlights, floodlights, electrical reflectors, and other means of illumination for signs, structures, landscaping, parking, loading, unloading, and similar areas shall be focused, directed, and arranged to prevent glare or direct illumination on streets or adjoining property.
- (16) *Maintenance.* All properties, buildings, outdoor storage areas, landscaping, walls, trash enclosures, accessory structures, signs and overall grounds shall be maintained in good repair, in a clean, neat and orderly condition.
- (17) *Architecture.* Business park development shall be high-quality architecture designed to enhance and be architecturally compatible with its surroundings and within designated scenic highways or public view corridors provide exemplary architecture, landscaping, sign and site plan design.

City of Jurupa Valley

RETURN TO AGENDA

STAFF REPORT

DATE: OCTOBER 27, 2021

TO: CHAIR NEWMAN AND MEMBERS OF THE PLANNING COMMISSION

FROM: JOE PEREZ, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: AGENDA ITEM NO. 6.2

CONSIDERATION OF A FIRST AMENDMENT TO THE PARADISE KNOLLS DEVELOPMENT AGREEMENT WITH PARADISE JURUPA, LLC, EQUITY THREE PROPERTIES, LLC, AND RICHMOND AMERICAN HOMES REGARDING REMOVAL OF A REQUIREMENT TO PROVIDE EQUESTRIAN STABLES AND ARENAS, DEDICATION OF A ONE (1) ACRE SITE FOR A NEW PARK, AND PAYMENT OF \$600,000 COMMUNITY BENEFIT FEE

RECOMMENDATION

By motion, consider adopting Resolution No. 2021-10-27-02 recommending that the City Council adopt an Ordinance approving a first amendment to the Paradise Knolls Development Agreement between the City and Paradise Jurupa, LLC, Equity Three Properties, LLC, and Richmond American Homes, removing the requirement for developer to construct equestrian boarding stables and arenas, obligating developer to dedicate one (1) acre site for new park, and requiring developer to pay to the City a \$600,000 Community Benefit Payment.

BACKGROUND

In 2016, the City entered into a Development Agreement (attached) with Paradise Jurupa, LLC and Equity Three Properties, LLC regarding the Paradise Knolls Project, which is within a 107.2-acre Specific Plan area located on the southeast corner of Limonite Avenue and Downey Street, and north of the Santa Ana River. The Specific Plan includes six Planning Areas consisting of four residential neighborhoods (allowing up to 650 units), one 2.2 acre commercial/retail area, and 18.2 acres of open space. The approved Land Use Plan is attached.

The Development Agreement requires the developer to provide certain community benefits within specific time frames. There have been three modifications to the Development Agreement that were approved in the form of Operating Memorandums. Operating Memorandums are allowed under the Development Agreement for changes,

adjustments or clarifications to further the intended purposes of the Development Agreement.

First Operating Memorandum

In March 2017, the City and developer entered into the First Operating Memorandum extending the time for completion of certain public improvements (i.e., Sections 6.B.1, 2, 3 and 4 of Development Agreement) from prior to the issuance of the 100th building permit to prior to the issuance of the 108th building permit. These public requirements included:

- Dedicate to City full right-of-way along Limonite Avenue and Downey Street (Section 6.B.1)
- Preserve all existing trees along Limonite Avenue (except for Beach Street and “A” Street alignment) and plant one new tree for every 40 linear feet on center (Section 6.B.2)
- Dedicate at least 15 acres of land for green space and passive open space and recreational uses along the Santa Ana river (Section 6.B.3)
- Build at least 7,000 linear feet of equestrian/multi-purpose trail along Downey Street from Limonite Avenue to development’s southeastern boundary; and equestrian/multi-purpose trail through 15-acre green space along Santa Ana River (Section 6.B.4)

This purpose of this time extension was to enable appropriate marketing phasing of the development by merchant builders as Phase I (i.e. 107 S-F homes in Planning Area 1) of the development. The required public improvements were neither canceled or modified.

Second Operating Memorandum

The Second Operating Memorandum, approved in April 2020, extended the time for completion of the same public improvements included in the first Operating Memorandum from prior to the issuance of the 108th building permit to prior to the issuance of any building permit for any Planning Area other than Planning Area 1. Similar to the first Operating Memorandum, this time extension allowed for appropriate market phasing by merchant builders even if delays occurred in the development of Phase I. As with the first Operating Memorandum, no required public improvements were canceled or modified.

Third Operating Memorandum

On September 16, 2021, Paradise Jurupa, Equity Three Properties and Richmond American Homes entered into the Third Operating Memorandum which confirmed the Developer’s obligation to form a Community Facilities district to fund Public Safety Services with the Special Tax set at \$200 per home per year and to fund maintenance for the 15-acre Public Open Space area.

It should be noted that this differs from a previous Third Operating Memorandum that would have extended the time for completion of improvements including a minimum 7,000 linear feet of equestrian/multi-purpose trail along Downey Street from Limonite Avenue to development's southeastern boundary; an equestrian/multi-purpose trail through the 15-acre green space along Santa Ana River and construct a boarding stable consisting of up to 175 equestrian stalls (including amenities such as exercise rings, caretaker's quarters and horse trailer parking; and two equestrian open-air riding arenas in the southeastern portion of the 15-acre open space area. This particular Operating Memorandum was denied by the City Council at its June 17, 2021 meeting.

PROPOSED AMENDMENT TO DEVELOPMENT AGREEMENT

The developer is proposing an amendment to the Development Agreement to modify some of the required equestrian related improvements stipulated in the Development Agreement. Since such changes address actual improvements and not just time extensions, an amendment to the Development Agreement is required rather than an Operating Memorandum. An amendment to the Development Agreement requires that the Planning Commission conduct a public hearing and provide a recommendation to the City Council. The City Council, after conducting a public hearing, would take final action on an amendment.

Provided below is a description of the proposed changes in the Development Agreement:

Elimination of Certain Equestrian Improvements

Section 6.B of the Development Agreement requires that the developer complete various equestrian improvements. Although the developer would still be required to install equestrian trails along Downey Street and through a 15-acre green space along the Santa Ana River, the proposed amendment would eliminate the developer's obligation to provide the following:

- A boarding stable consisting of up to 175 equestrian stalls, including amenities such as exercise rings, caretaker's quarters and horse trailer parking;
- Two equestrian open-air riding arenas in the southeastern portion of the 15-acre open space area, located along the Santa Ana River; and
- An equestrian-multi-purpose trail through the 15-acre open space area, located along the Santa Ana River.

Dedication of One (1) Acre Site to City

The proposed amendment would require the developer to dedicate to the City a one (1) acre site to the City for park and recreational uses. This area would be in addition to the 15-acre open space area being dedicated to the City under the existing Development

Agreement. The one (1) acre site would be located south of Planning Area 1, where Richmond American Homes is currently constructing 107 detached single-family homes (See Attachment 3 - Site Map).

The Irrevocable Offer of Dedication would be submitted to the City prior to the issuance of the 108th building permit. The City would be able to accept the property at such time as it is ready to maintain the land or use it for park and recreational uses.

Community Benefit Payment

The proposed amendment would obligate the developer to make a \$600,000 Community Benefit Payment to the City. Prior to the issuance of the 108th building permit for the development, the Community Benefit payment would be used for park and recreational uses as determined by the City Council. The \$600,000 payment was based upon the Developer's engineering cost estimate for the equestrian facilities (\$581,228) and two bids submitted by contractors (\$570,250 and \$593,700).

ANALYSIS

Demand for Equestrian Facilities

The Paradise Knolls project continues to progress with the building and selling of the first phase of 107 lots by Richmond American Homes. The master developer has informed the City that they have received very little interest from the initial home buyers and the overall community regarding the rental and use of equestrian stables and arenas. Citing minimal community demand for such improvements, the developer has expressed concern that unused stables and arenas will be provided on land that could otherwise be used for more desirable recreational uses. The developer has also indicated that maintaining the proposed equestrian facilities will unnecessarily add an additional \$55 to \$75 to monthly Homeowners' Association fees for amenities that will have minimal use.

In an attempt to better understand the potential demand for horse boarding facilities, staff has engaged in discussions with a neighboring City official who has recently designed and built facilities, a private boarding facility operator, a housing developer who has built stables into their development and local horse owners. While the input received is admittedly a far cry from statistically valid data, and based on casual conversation, there appears to be a consensus questioning of the fiscal viability of market rate boarding facilities at this location. While equestrian amenities, trail access, trailer parking, washing facilities, etc. all seemed to be of great interest, the fiscal viability of boarding of horses for a market rate fee seemed questionable.

Use of Proposed Community Benefit Fee and One (1) Acre Site

The amendment provides the City with flexibility to spend the proposed \$600,000 on open space, park and recreational uses. The City would have the option to transfer the 1-acre

property to Jurupa Area Recreation and Park District (JARPD) or to develop the site for park and recreational uses.

General Plan and Specific Plan Consistency

The proposed Development Agreement Amendment is consistent with the General Plan's purpose and goal to promote and preserve the City's semi-rural equestrian heritage by requiring the Developer to donate a \$600,000 Community Benefit Payment to the City for park and open space improvements. Furthermore, the General Plan's intent, per LUE 5.25 establishes a focus to integrate pedestrian, equestrian, and bicycle friendly trail networks. The proposed amendment continues the commitment of providing equestrian trails, and, therefore, the proposed amendment is consistent with the General Plan including LUE 5.25 and Town Center Overlay. Finally, The General Plan's purpose is to continue to maintain and incorporate equestrian features to promote the City's equestrian commitment. Although the proposed amendment eliminates the obligation to construct equestrian stables and arenas, the proposed amendment does not eliminate the requirement that the developer provide equestrian trails along Downey Street and in Planning Area 5 (i.e., 15-acre open space area along the Santa Ana River). These points continue to promote the City's focus of maintaining and promoting the City's equestrian heritage and therefore provides consistency between the Development Agreement Amendment and General Plan.

The proposed Development Agreement amendment is consistent with the Paradise Knolls Specific Plan's requirement that all future neighborhoods need to have a public amenity in near proximity, by expecting that the Developer dedicate one (1) acre of land for a future park in Planning Area 6, which will be located south of Planning Area 1 (Richmond American Homes) and north of the Santa Ana River. Furthermore, the Specific Plan's purpose is to promote a pedestrian friendly neighborhood that includes trail networks such as equestrian trails. Although the Development Agreement Amendment removes stables and arenas, it still requires for Developer to build multi-purpose trails in near proximity to the neighborhood, which will start at the southwest intersection of Limonite and Downey will continue south on Downey Street and terminate at the northwest intersection of Downey Street and 64th Street. Finally, the Specific Plan's overall vision and or goal is to promote and anticipate future public amenities within the City, which the amendment to the Development Agreement further enhances by requiring the Developer to pay the City \$600,000 to be used for park and open space improvements.

ENVIRONMENTAL REVIEW

The City of Jurupa Valley Final Environmental Impact Report, Paradise Knolls Specific Plan, State Clearinghouse No. 2014051049 (FEIR) was certified by the City of Jurupa Valley City Council on April 21, 2016. Based on the evaluation in the Previous Environmental Review Determination (PERD) prepared for this Project (see Attachment 6), all potentially significant effects have been avoided or mitigated according to the FEIR, and the Project is "within the scope" of the FEIR. Pursuant to PRC §21166 and CEQA

Guidelines §15162, the California Environmental Quality Act (CEQA) does not require the preparation of any further environmental review.

NOTICING REQUIREMENTS

Notice of the Planning Commission's public hearing was published in the Press Enterprise newspaper on October 17, 2021. Also, public hearing notices were mailed to property owners within 1,000 feet of the project boundaries.

FINANCIAL IMPACT

If the proposed amendment to the Development Agreement is approved, the City will receive a \$600,000 Community Benefit Payment that would be used for parks and open space improvements. There will be no impact to the General Fund since the proposed changes would not impact the payment of fees required in the Development Agreement.

Prepared by:



Joe Perez
Community Development Director

Reviewed by:

//s// Serita Young

Serita Young
Deputy City Attorney

ATTACHMENTS

1. Resolution No. 2021-10-27-02
2. Draft Ordinance (Including Exhibit B – First Amendment)
3. Site Map
4. Adopted Development Agreement
5. Approved Land Use Plan
6. Previous Environmental Review Determination (PERD)

ATTACHMENT NO. 1

Resolution No. 2021-10-27-02

RESOLUTION NO. 2021-10-27-02

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF JURUPA VALLEY RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY (1) APPROVE A FIRST AMENDMENT TO THAT CERTAIN DEVELOPMENT AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY, PARADISE JURUPA, LLC, AND EQUITY THREE PROPERTIES, LLC, CONCERNING THE DEVELOPMENT OF AN APPROVED MASTER PLANNED RESIDENTIAL COMMUNITY CONSISTING OF 650 SINGLE-FAMILY RESIDENTIAL LOTS AND COMMERCIAL, RECREATIONAL AND OPEN SPACE USES ON APPROXIMATELY 107.2 ACRES OF REAL PROPERTY LOCATED ON LIMONITE AVENUE, WESTERLY OF DOWNEY STREET AND NORTHERLY OF THE SANTA ANA RIVER (APNS: 162-230-001, 002, 003, 005, 006; 162-240-005; AND 162-220-011, 013), AND (2) MAKE FINDINGS PURSUANT TO CEQA AND DETERMINATIONS THAT NO FURTHER CEQA REVIEW IS REQUIRED

THE PLANNING COMMISSION OF THE CITY OF JURUPA VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. **Project.** Paradise Jurupa, LLC, (“Paradise Jurupa”), Equity Three Properties, LLC (“Equity Three”), and Richmond American Homes of Maryland, Inc. (collectively, the “Applicant”) have applied for a First Amendment to that certain Development Agreement by and between the City of Jurupa Valley, Paradise Jurupa, and Equity Three dated June 16, 2016, and recorded July 29, 2016, as Document No. 2016-0320558 (Master Application No. 21270 or MA No. 21270 (the “Project”) concerning the development of a master planned residential community consisting of 650 single-family residential units and commercial, recreational and open space uses (“Paradise Knolls Project”) on approximately 107.2 acres of real property located on Limonite Avenue, westerly of Downey Street and northerly of the Santa Ana River (APNs: 162-230-001, 002, 003, 005, 006; 162-240-005; and 162-220-011, 013) in the Specific Plan Zone and designated Country Neighborhood (LDR), Medium Density Residential (MDR), Medium High Density Residential (MHDR), High Density Residential (HDR), Commercial Retail (CR), and Open Space Recreation (OS-R).

Section 2. **First Amendment to Development Agreement.**

(a) The Applicant is seeking approval of a First Amendment to the Development Agreement, which amendment would:

1) Add a new Section 5.F. to the Development Agreement to read as follows:

“F. Community Benefit Payment – Open Space, Park and Recreational Uses. On or before issuance of the 108th building permit for the Development, Developer shall deliver to the City a payment of Six Hundred Thousand and No/100 Dollars (\$600,000.00) (the “Community Benefit Payment – Park Improvements”) to be used by the City for open space, park and recreational purposes.”;

2) Remove, in its entirety, the following requirement set forth in Section 6.B.3. of the Development Agreement:

“B. In further consideration of the community benefits the Developer will provide to the City for the development of the Property, the Developer agrees to the following:

...

~~3. Developer agrees to dedicate to the City not less than fifteen (15) acres of land for green space and passive open space and recreational uses as provided in this Agreement, along the Santa Ana River at the location described in Exhibit D on or before the issuance of the one hundred (100th) building permit for the Development, unless an extension of time is authorized in writing by the City Manager or his or her authorized representative.”~~

3) Amend Section 6.B.3. of the Development Agreement to read as follows:

“In further consideration of the community benefits the Developer will provide to the City for the development of the Property, the Developer agrees to the following:

...

3. On or before issuance of the 108th building permit for the Development, Developer shall approve, execute and record an Irrevocable Offer to Dedicate the following property to the City: (i) not less than fifteen (15) acres of land for green space and passive open space and recreational uses as provided in this Agreement, along the Santa Ana River, in Lot 5 of Tract Map No. 36822 (otherwise known as Planning Area 6 of Specific Plan No. SP1402) (the “Public Open Space”); and (ii) one (1) acre of land for open space, park and recreational use in Lot 5 of Tract Map No. 36822 (otherwise known as Planning Area 6 of Specific Plan No. SP1402) and as further detailed in Exhibit “B” attached hereto (the “Lot 5 Property”). The form of the Irrevocable Offer to Dedicate shall be in substantially the form attached hereto as Exhibit C and approved by the City Attorney. For the avoidance of doubt, Developer shall have no obligation to improve the Lot 5 Property prior to or following acceptance of the Offer of Dedication thereof by the City.”

4) Remove, in its entirety, the following requirement set forth in Section 6.B.4. of the Development Agreement:

“B. In further consideration of the community benefits the Developer will provide to the City for the development of the Property, the Developer agrees to the following:

...

4. ~~Developer agrees to build not less than 7,000 linear feet of equestrian multi-purpose trail per city standards starting at the intersection of Limonite and Downey going south on Downey Street to the equestrian center at the Development's south-eastern boundary and an equestrian multi-purpose trail through the fifteen (15) acre green space along the Santa Ana River described on Exhibit D on or before the issuance of the one hundred (100th) building permit for the Development, unless an extension of time is authorized in writing by the City Manager or his or her authorized representative."~~

5) Amend Section 6.B.4. of the Development Agreement to read as follows:

"B. In further consideration of the community benefits the Developer will provide to the City for the development of the Property, the Developer agrees to the following:

...

4. On or before issuance of the 108th building permit for the Development, Developer agrees to build an equestrian-multi-purpose trail per city standards starting at the southwest intersection of Limonite and Downey going south on Downey Street and terminating at the northwest intersection of Downey Street and 64th Street."

6) Remove, in its entirety, the following requirement set forth in Section 6.B.5. of the Development Agreement:

"B. In further consideration of the community benefits the Developer will provide to the City for the development of the Property, the Developer agrees to the following:

...

5. ~~Developer agrees to build a boarding stable to help preserve the equestrian heritage within the Pedley Village Area in accordance with the following requirements:~~

a. ~~The boarding stable shall include up to one hundred seventy five (175) equestrian stalls in accordance with this Section.~~

b. ~~The equestrian stalls shall measure not less than twelve (12) feet by twelve (12) feet with covers and tack storage with the design customary used for equestrian stalls and a Site Development Permit shall be approved by the City in order to implement the purposes of this of this Section.~~

c. ~~The boarding stables shall include amenities and facilities customarily found in boarding stables including, but not limited to, covers, tack storage, hot walkers, exercise rings, caretaker's quarters and horse trailer parking.~~

d. ~~The stables shall be owned, maintained, and managed by the Development's Homeowners' Association and shall not be located within the fifteen (15) acre passive open space area described in subparagraph B.3., above.~~

e. ~~At least twenty five percent (25%) of the equestrian stalls in the stables shall be available for rent by the residents of the City of Jurupa valley not living in the Paradise Knolls Community.~~

f. ~~The equestrian stalls shall be built in increments proportional to the percentage of dwelling units occupied at a minimum of ten (10) stalls completed at a time as the Project builds out and demand for stalls is determined by the Developer, in its sole and absolute discretion. As an example, if 20% of the Project's 650 units have been built and occupied, forty (40) equestrian stalls will be built. Developer's obligation to commence construction of any stables herein is conditioned upon the rental of stalls reaching a minimum of 90% occupancy for six consecutive months, at which time additional stalls will be built by Developer as set forth above in minimum increments of 10 stalls until all 175 stalls are built, so long as the above referenced 90% occupancy level is maintained from month to month. Should the aforementioned occupancy level fall below 90% at any time during construction activities, Developer's obligation to construct the additional stalls shall cease until such time as the required 90% occupancy level has been maintained for six consecutive months. Following the formula above, two years after all the Project's units are built and occupied, the Developer's obligation to build up to 175 stalls will be reduced to the amount of the existing stalls already then built, leaving any remaining space previously allocated to the construction of additional stalls as property of the Homeowner's Association to be developed by the Developer for a common area use to be determined in the Association's reasonable discretion. If the Developer's obligation to build all 175 stalls is reduced as provided in this Section, Developer shall pay to the Homeowner's Association an amount equal to the difference between the cost of constructing the stalls actually built and the cost of constructing the boarding stables with all 175 stalls.~~

g. ~~Except as provided in Subsection f., the equestrian stables shall be completed on or before to the issuance of the first (1st) building permit for Phase II of the Development. Nonetheless, upon completion of the Project, the Developer shall have constructed the equestrian facility on not less than two and seventy five one hundredths (2.75) acres such that it includes caretaker quarters, tack storage, hot walkers, exercise rings, horse trailer parking and other typical amenities, and not less than thirty five (35) covered horse stalls, as provided in this Agreement.~~

h. ~~Until Developer no longer controls the boarding stable property or a majority of the Homeowner's Association Board of Directors, boarding stable fees shall not exceed the prevailing rates for such facilities within a twenty five (25) mile radius."~~

7) Remove, in their entirety, the following requirements set forth in Sections 6.B.6.(a), 6.B.6.(b), 6.B.6.(c) and 6.B.6.(e) of the Development Agreement, and delete the phrase "The Developer shall build two (2) equestrian open-air riding arenas in the southeastern portion of the 15-acre property described on Exhibit D:" from Section 6 of the Development Agreement:

"B. In further consideration of the community benefits the Developer will provide to the City for the development of the Property, the Developer agrees to the following:

...

6. ~~The Developer shall build two (2) equestrian open air riding arenas in the southeastern portion of the 15-acre property described on Exhibit D;~~

~~a. The arenas and supporting facilities shall include adjacent parking for fifty (50) parking spaces of adequate size for cars, trucks using trailers for horses or as otherwise determined by the City Manager.~~

~~b. One equestrian open air arena shall be no less than 36,400 square feet and the other shall be no less than 10,800 square feet and include customary and typical amenities for equestrian open air arenas.~~

~~c. The design of the two equestrian open air arenas and supporting facilities, shall be approved by the City Manager in order to implement the purposes of this Section.~~

d. The Developer shall fund the cost of ongoing maintenance of the fifteen (15) acre Public Open Space (the Property) to be dedicated to the City and identified in Section B.3 of the Development Agreement and within Planning Area 6 in the Specific Plan. The Developer may fulfill this obligation by cooperating with the City in the formation of a Community Facilities District (CFD) for funding the ongoing maintenance and agrees to vote in favor of such CFD. Once the CFD is formed, the actual level of funding for maintenance and the levy of the CFD for this purpose shall be established prior to the fiscal year in which the transfer of the Property to the City occurs.

~~e. The equestrian open air arenas shall be completed prior to the completion and issuance of a certificate of occupancy for twenty five percent (25%) of the six hundred fifty residential units approved for the Development.”~~

(b) 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.

(c) Section 65867 of the Development Agreement Act provides that a public hearing on an application for a development agreement shall be held by the planning agency and by the legislative body. Notice of intention to consider adoption of a development agreement shall be given as provided in Government Code Sections 65090 and 65091 in addition to any other notice required by law for other actions to be considered concurrently with the development agreement.

(d) Section 65867.5(b) of the Development Agreement Act provides that a development agreement shall not be approved unless the legislative body finds that the provisions of the agreement are consistent with the general plan and any applicable specific plan.

(e) Section 65868 of the Development Agreement Act provides that a development agreement may be amended ... in whole or in part, by mutual consent of the parties to the agreement or their successors in interest. Notice of intention to amend ... any portion of the agreement shall be given in the manner provided by Section 65867. An amendment to an agreement shall be subject to the provisions of Section 65867.5.

Section 3. **Procedural Findings.** The Planning Commission of the City of Jurupa Valley does hereby find, determine and declare that:

(a) The application for MA No. 21270 was processed including, but not limited to public notices, in the time and manner prescribed by State law and Jurupa Valley Ordinances.

(b) On October 27, 2021, the Planning Commission of the City of Jurupa Valley held a public hearing on MA No. 21270 at which time all persons interested in the Project had the opportunity and did address the Planning Commission on these matters. Following the receipt of public testimony the Planning Commission closed the public hearing.

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

Section 4. **Recommendation for California Environmental Quality Act Findings.** The Planning Commission hereby recommends that the City Council of the City of Jurupa Valley make the following environmental findings and determinations in connection with the approval of the Project:

(a) Pursuant to CEQA and the City's local CEQA Guidelines, City staff has considered the potential environmental impacts of the Project. City staff has also reviewed the Final Environmental Impact Report (FEIR) for the Paradise Knolls Project certified by the City Council on April 21, 2016, including the impacts and mitigation measures identified therein, and prepared a Previous Environmental Document Review Determination in accordance with CEQA for the Project. Based on that review, the City of Jurupa Valley Planning Department has determined that the Project and the circumstances under which the Project is undertaken do not involve substantial changes which will result in new significant environmental effects, and that the Project does not involve new information of substantial importance which shows that the Project will have significant effects not discussed in the prior FEIR. All potential environmental impacts associated with the Paradise Knolls Project and the Project are adequately addressed by the prior FEIR, and the mitigation measures contained in the prior FEIR will reduce those impacts to a level that is less than significant.

(b) The City Council has independently reviewed the Previous Environmental Document Review Determination, and based upon the whole record before it, the Previous Environmental Document Review Determination, and its independent review and judgment, finds that that the Project is not subject to further environmental review pursuant to the Guidelines because:

1) The Project and the circumstances under which the Project is undertaken do not involve substantial changes which will result in new significant environmental effects, and that the Project does not involve new information of substantial importance which shows that the Project will have significant effects not discussed in the prior FEIR; and

2) All potential environmental impacts associated with the Paradise Knolls Project and the Project are adequately addressed by the prior FEIR, and the mitigation measures contained in the prior FEIR will reduce those impacts to a level that is less than significant.

(c) The custodian of records for the prior FEIR, and all other materials that constitute the record of proceedings upon which the Planning Commission determination is based, is the Planning Department of the City of Jurupa Valley. Those documents are available for public review in the Planning Department located at 8930 Limonite Avenue, Jurupa Valley, California 92509.

Section 5. Findings for Recommendation of Approval of First Amendment to Development Agreement. The Planning Commission of the City of Jurupa Valley does hereby recommend that the City Council of the City of Jurupa find and determine that the proposed First Amendment to the Development Agreement should be approved because:

(a) The First Amendment to the Development Agreement is consistent with the 2017 City of Jurupa Valley General Plan, including the goals and objectives thereof and each element thereof, in that:

1) The General Plan's purpose and goal to promote and preserve the City's semi-rural equestrian heritage will be met by requiring the Applicant to make a Six Hundred Thousand Dollar (\$600,000) Community Benefit Payment to the City for park and open space improvements.

2) LUE 5.25 of the General Plan establishes a focus to integrate pedestrian, equestrian, and bicycle friendly trail networks. The proposed First Amendment continues the commitment of providing equestrian trails, and, therefore, the proposed First Amendment is consistent with the General Plan, including LUE 5.25 and the Town Center Overlay.

3) The General Plan's purpose is to maintain and incorporate equestrian features to promote the City's equestrian commitment. Although the proposed First Amendment eliminates the obligation to construct equestrian stables and arenas, the proposed First Amendment does not eliminate the requirement that the Applicant provide equestrian trails along Downey Street and in Planning Area 5 (i.e., 15-acre open space area along the Santa Ana River).

(b) The First Amendment to the Development Agreement is consistent with Specific Plan No. 1402 in that:

1) The Paradise Knolls Specific Plan's requirement that all future neighborhoods need to have a public amenity in near proximity, will be met by requiring that the Applicant dedicate one (1) acre of land for a future park in Planning Area 6, which will be located south of Planning Area 1 and north of the Santa Ana River.

2) The Specific Plan's purpose is to promote a pedestrian friendly neighborhood that includes trail networks such as equestrian trails. Although the proposed First Amendment removes the requirement to construct stables and arenas, it still requires that the Applicant build multi-purpose trails in near proximity to the neighborhood, which will start at the southwest intersection of Limonite and Downey will continue south on Downey Street and terminate at the northwest intersection of Downey Street and 64th Street.

3) The Specific Plan's overall vision and or goal is to promote and anticipate future public amenities within the City, which the proposed First Amendment further enhances by requiring the Applicant to pay the City Six Hundred Thousand Dollars (\$600,000) to be used for park and open space improvements.

Section 6. **Recommendation of Approval of First Amendment to the Development Agreement.** Based on the foregoing, the Planning Commission hereby recommends that the City Council of the City of Jurupa Valley approve the proposed First Amendment to that certain Development Agreement by and between the City of Jurupa Valley, Paradise Jurupa, and Equity Three dated June 16, 2016, and recorded July 29, 2016, as Document No. 2016-0320558 (Master Application No. 21270 or MA No. 21270).

Section 7. **Certification.** The Community Development Director shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the Planning Commission of the City of Jurupa Valley on this 27th day of October, 2021.

Penny Newman
Chair of Jurupa Valley Planning Commission

ATTEST:

Joe Perez
Community Development Director/Secretary to the Planning Commission

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

I, Joe Perez, Community Development Director of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2021-10-27-02 was duly adopted and passed at a meeting of the Planning Commission of the City of Jurupa Valley on the 27th day of October, 2021, by the following vote, to wit:

AYES: COMMISSION MEMBERS:

NOES: COMMISSION MEMBERS:

ABSENT: COMMISSION MEMBERS:

ABSTAIN: COMMISSION MEMBERS:

JOE PEREZ
COMMUNITY DEVELOPMENT DIRECTOR

ATTACHMENT NO. 2

Draft Ordinance (including Exhibit B – First Amendment)

ORDINANCE NO. 2021- ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY APPROVING FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF JURUPA VALLEY, PARADISE JURUPA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND EQUITY THREE PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND RICHMOND AMERICAN HOMES OF MARYLAND, INC., A MARYLAND CORPORATION (PARADISE KNOLLS PROJECT), AND MAKING FINDINGS PURSUANT TO CEQA AND DETERMINATIONS THAT NO FURTHER CEQA REVIEW IS REQUIRED

THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY DOES ORDAIN AS FOLLOWS:

Section 1. Findings. The City Council of the City of Jurupa Valley does hereby find, determine and declare that:

(a) This Ordinance approves the “FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF JURUPA VALLEY, PARADISE JURUPA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND EQUITY THREE PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND RICHMOND AMERICAN HOMES OF MARYLAND, INC., A MARYLAND CORPORATION (PARADISE KNOLLS PROJECT)” (the “First Amendment”).

(b) On April 21, 2016, the City Council adopted Resolution No. 2016-15 entitled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, CERTIFYING AN ENVIRONMENTAL IMPACT REPORT AND ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS FOR A RESIDENTIAL SUBDIVISION OF APPROXIMATELY 107.2 ACRES LOCATED ON LIMONITE AVENUE, WESTERLY OF DOWNEY STREET AND NORTHERLY OF THE SANTA ANA RIVER, ADOPTING SPECIFIC PLAN NO. 1402, AND APPROVING GENERAL PLAN AMENDMENT NO. 1406, TENTATIVE TRACT MAP NO. 36822, TENTATIVE TRACT MAP NO. 36823 AND NEIGHBORHOOD DEVELOPMENT PLAN NO. 1601 TO PERMIT THE DEVELOPMENT OF A MASTER PLANNED RESIDENTIAL COMMUNITY CONSISTING OF 650 DWELLING UNITS AND COMMERCIAL, RECREATIONAL AND OPEN SPACE USES ON APPROXIMATELY 107.2 ACRES OF REAL PROPERTY LOCATED ON LIMONITE AVENUE, WESTERLY OF DOWNEY STREET AND NORTHERLY OF THE SANTA ANA RIVER (APNS: 162-230-001, 002, 003, 005, 006; 162-240-005; AND 162-220-011, 013)” (“Resolution No. 2016-15”). Resolution 2016-15 contains the Conditions of Approval for the Paradise Knolls Project as described in Resolution 2016-15 and the Development Agreement.

(c) On May 19, 2016, the City Council of the City of Jurupa Valley introduced Ordinance No. 2016-08 and on June 16, 2016, the City Council held the second reading and adopted Ordinance No. 2016-08 approving that certain development agreement entitled “Development Agreement by and between the City of Jurupa Valley, Paradise Jurupa, LLC, a California limited liability company, and Equity Three Properties, LLC, a California limited liability company (Paradise Knolls Project)” dated as of June 16, 2016 (“Development Agreement”).

(d) The property that is the subject of the Development Agreement is approximately 97.3 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”).

(e) The Development Agreement was recorded on July 29, 2016, as Document No. 2016-0320558 in the Official Records of the County of Riverside.

(f) On March 17, 2017, the parties entered into that certain operating memorandum entitled “First Operating Memorandum to the ‘Development Agreement by and between the City of Jurupa Valley, Paradise Jurupa, LLC, a California limited liability company, and Equity Three Properties, LLC, a California limited liability company (Paradise Knolls Project)’” (“First Operating Memorandum”).

(g) On February 12, 2020, the parties entered into that certain “Partial Assignment and Assumption of Development Agreement” (“Partial Assignment”) which was recorded on June 5, 2020, as Document No. 2020-0240413 in the Official Records of Riverside County. The Partial Assignment allocates the obligations of the Developer for the community benefits, dedication of land, construction of public improvements, maintenance of public improvements, and payment of public safety services among Paradise Jurupa, LLC (“Paradise Jurupa”), Equity Three Properties, LLC (“Equity Three”), and Richmond American Homes of Maryland, Inc. (“Richmond American”).

(h) On April 7, 2020, the parties entered into that certain operating memorandum entitled “Second Operating Memorandum to the ‘Development Agreement by and between the City of Jurupa Valley, Paradise Jurupa, LLC, a California limited liability Company, and Equity Three Properties, LLC, a California limited liability company (Paradise Knolls Project)’” (“Second Operating Memorandum”).

(i) On September 16, 2021, Paradise Jurupa, Equity Three, and Richmond American entered into that certain operating memorandum entitled “Third Operating Memorandum to the ‘Development Agreement by and Between the City of Jurupa Valley, Paradise Jurupa, LLC, a California limited liability Company, and Equity Three Properties, LLC, a California limited liability company (Paradise Knolls Project)’” (“Third Operating Memorandum”).

(j) On October 27, 2021, the Planning Commission of the City of Jurupa Valley held a duly noticed public hearing to consider a Previous Environmental Document Review Determination and this First Amendment. After hearing and considering public comments, the Planning Commission adopted Resolution No. 2021-10-27-02, entitled “A RESOLUTION OF

THE PLANNING COMMISSION OF THE CITY OF JURUPA VALLEY RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY (1) APPROVE A FIRST AMENDMENT TO THAT CERTAIN DEVELOPMENT AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY, PARADISE JURUPA, LLC, AND EQUITY THREE PROPERTIES, LLC, CONCERNING THE DEVELOPMENT OF AN APPROVED MASTER PLANNED RESIDENTIAL COMMUNITY CONSISTING OF 650 SINGLE-FAMILY RESIDENTIAL LOTS AND COMMERCIAL, RECREATIONAL AND OPEN SPACE USES ON APPROXIMATELY 107.2 ACRES OF REAL PROPERTY LOCATED ON LIMONITE AVENUE, WESTERLY OF DOWNEY STREET AND NORTHERLY OF THE SANTA ANA RIVER (APNS: 162-230-001, 002, 003, 005, 006; 162-240-005; AND 162-220-011, 013), AND (2) MAKE FINDINGS PURSUANT TO CEQA AND DETERMINATIONS THAT NO FURTHER CEQA REVIEW IS REQUIRED.”

(k) On _____, 2021, the City Council of the City of Jurupa Valley held a duly noticed public hearing to consider a Previous Environmental Document Review Determination and this First Amendment.. The City Council heard and considered all public comments.

(l) The City Council has reviewed the potential impacts of the First Amendment and the various potential benefits to the City of the First Amendment and has concluded that the First Amendment is in the best interests of the City.

(m) The City Council has determined that the First Amendment to the Development Agreement is consistent with the 2017 City of Jurupa Valley General Plan, including the goals and objectives thereof and each element thereof, in that:

1) The General Plan’s purpose and goal to promote and preserve the City’s semi-rural equestrian heritage will be met by requiring the Applicant to make a Six Hundred Thousand Dollar (\$600,000) Community Benefit Payment to the City for park and open space improvements.

2) LUE 5.25 of the General Plan establishes a focus to integrate pedestrian, equestrian, and bicycle friendly trail networks. The proposed First Amendment continues the commitment of providing equestrian trails, and, therefore, the proposed First Amendment is consistent with the General Plan, including LUE 5.25 and the Town Center Overlay.

3) The General Plan’s purpose is to maintain and incorporate equestrian features to promote the City’s equestrian commitment. Although the proposed First Amendment eliminates the obligation to construct equestrian stables and arenas, the proposed First Amendment does not eliminate the requirement that the Applicant provide equestrian trails along Downey Street and in Planning Area 5 (i.e., 15-acre open space area along the Santa Ana River).

(n) The City Council has determined that the First Amendment to the Development Agreement is consistent with Specific Plan No. 1402 in that:

1) The Paradise Knolls Specific Plan’s requirement that all future neighborhoods need to have a public amenity in near proximity, will be met by requiring that the

Applicant dedicate one (1) acre of land for a future park in Planning Area 6, which will be located south of Planning Area 1 and north of the Santa Ana River.

2) The Specific Plan's purpose is to promote a pedestrian friendly neighborhood that includes trail networks such as equestrian trails. Although the proposed First Amendment removes the requirement to construct stables and arenas, it still requires that the Applicant build multi-purpose trails in near proximity to the neighborhood, which will start at the southwest intersection of Limonite and Downey will continue south on Downey Street and terminate at the northwest intersection of Downey Street and 64th Street.

3) The Specific Plan's overall vision and or goal is to promote and anticipate future public amenities within the City, which the proposed First Amendment further enhances by requiring the Applicant to pay the City Six Hundred Thousand Dollars (\$600,000) to be used for park and open space improvements.

Section 2. California Environmental Quality Act Findings. The City Council hereby makes the following environmental findings and determinations in connection with the approval of the Project:

(a) Pursuant to CEQA and the City's local CEQA Guidelines, City staff has considered the potential environmental impacts of the Project. City staff has also reviewed the Final Environmental Impact Report (FEIR) for the Paradise Knolls Project certified by the City Council on April 21, 2016, including the impacts and mitigation measures identified therein, and prepared a Previous Environmental Document Review Determination in accordance with CEQA for the Project. Based on that review, the City of Jurupa Valley Planning Department has determined that the Project and the circumstances under which the Project is undertaken do not involve substantial changes which will result in new significant environmental effects, and that the Project does not involve new information of substantial importance which shows that the Project will have significant effects not discussed in the prior FEIR. All potential environmental impacts associated with the Paradise Knolls Project and the Project are adequately addressed by the prior FEIR, and the mitigation measures contained in the prior FEIR will reduce those impacts to a level that is less than significant.

(b) The City Council has independently reviewed the Previous Environmental Document Review Determination, and based upon the whole record before it, the Previous Environmental Document Review Determination, and its independent review and judgment, finds that that the Project is not subject to further environmental review pursuant to the Guidelines because:

1) The Project and the circumstances under which the Project is undertaken do not involve substantial changes which will result in new significant environmental effects, and that the Project does not involve new information of substantial importance which shows that the Project will have significant effects not discussed in the prior FEIR; and

2) All potential environmental impacts associated with the Paradise Knolls Project and the Project are adequately addressed by the prior FEIR, and the mitigation

measures contained in the prior FEIR will reduce those impacts to a level that is less than significant.

(c) The custodian of records for the prior FEIR, and all other materials that constitute the record of proceedings upon which the Planning Commission determination is based, is the Planning Department of the City of Jurupa Valley. Those documents are available for public review in the Planning Department located at 8930 Limonite Avenue, Jurupa Valley, California 92509.

Section 3. Approval of the First Amendment. The City Council of the City of Jurupa Valley hereby approves that certain “FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF JURUPA VALLEY, PARADISE JURUPA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND EQUITY THREE PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND RICHMOND AMERICAN HOMES OF MARYLAND, INC., A MARYLAND CORPORATION (PARADISE KNOLLS PROJECT)” and authorizes the Mayor to execute the First Amendment in substantially the form attached hereto as Exhibit “B”.

Section 4. Severability. If any sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining provisions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each sentence, clause or phrase thereof irrespective of the fact that any one or more sentences, clauses or phrases be declared unconstitutional or otherwise invalid.

Section 5. Certification. The City Clerk of the City of Jurupa Valley shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

Section 6. Effective Date. This Ordinance shall take effect on the date provided in Government Code Section 36937.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this ____ day of _____, 2021.

Lorena Barajas
Mayor

ATTEST:

Victoria Wasko, CMC
City Clerk

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

I, Victoria Wasko, CMC, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Ordinance No. 2021-__ was duly introduced and placed upon its first reading at a meeting of the City Council of the City of Jurupa Valley on the _____ day of _____, 2021, and that thereafter, said Ordinance was duly adopted and passed at a meeting of the City Council of the City of Jurupa Valley on the _____ day of _____, 2021, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

VICTORIA WASKO, CMC
CITY CLERK

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509
Attention: City Clerk

APNS:

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

FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF JURUPA VALLEY, PARADISE JURUPA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND EQUITY THREE PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND RICHMOND AMERICAN HOMES OF MARYLAND, INC., A MARYLAND CORPORATION (PARADISE KNOLLS PROJECT)

THIS FIRST AMENDMENT (“**Amendment**”) to the that certain Development Agreement by and Between the City of Jurupa Valley, Paradise Jurupa, LLC, a California limited liability company, and Equity Three Properties, LLC, a California limited liability company, (Paradise Knolls Project) dated June 16, 2016 and recorded July 29, 2016 as Document No. 2016-0320558 (the “**Development Agreement**”) is made and entered into by and between City of Jurupa Valley, a municipal corporation (“**City**”), Paradise Jurupa, LLC, a California limited liability company (“**Paradise Jurupa**”), Equity Three Properties, LLC, a California limited liability company (“**Equity Three**”), and Richmond American Homes of Maryland, Inc., a Maryland corporation (“**Richmond American**”). **Paradise Jurupa and Equity Three** shall be known as the “**Original Developer**”). City, Original Developer, and Richmond American are sometimes referred to herein individually as “**Party**” and collectively as “**Parties**”.

RECITALS

This First Amendment 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 April 21, 2016, the City Council adopted Resolution No. 2016-15 entitled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, CERTIFYING AN ENVIRONMENTAL IMPACT REPORT AND ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS FOR A RESIDENTIAL SUBDIVISION OF APPROXIMATELY 107.2 ACRES LOCATED ON LIMONITE AVENUE, WESTERLY OF DOWNEY STREET AND NORTHERLY OF THE SANTA ANA RIVER, ADOPTING SPECIFIC PLAN NO. 1402, AND APPROVING GENERAL PLAN AMENDMENT NO. 1406, TENTATIVE TRACT MAP NO. 36822, TENTATIVE TRACT MAP NO. 36823 AND NEIGHBORHOOD DEVELOPMENT PLAN NO. 1601 TO PERMIT THE DEVELOPMENT OF A MASTER PLANNED RESIDENTIAL COMMUNITY CONSISTING OF 650 DWELLING UNITS AND COMMERCIAL,

RECREATIONAL AND OPEN SPACE USES ON APPROXIMATELY 107.2 ACRES OF REAL PROPERTY LOCATED ON LIMONITE AVENUE, WESTERLY OF DOWNEY STREET AND NORTHERLY OF THE SANTA ANA RIVER (APNS: 162-230-001, 002, 003, 005, 006; 162-240-005; AND 162-220-011, 013)” (“Resolution No. 2016-15”) Resolution 2016-15 contains the Conditions of Approval for the Paradise Knolls Project as described in Resolution 2016-15 and the Development Agreement.

B. On May 19, 2016 the City Council of the City of Jurupa Valley introduced Ordinance No. 2016-08 and on June 16, 2016 the City Council held the second reading and adopted Ordinance No. 2016-08 approving that certain development agreement entitled “Development Agreement by and Between the City of Jurupa Valley, Paradise Jurupa, LLC, a California limited liability company, and Equity Three Properties, LLC, a California limited liability company (Paradise Knolls Project)” dated as of June 16, 2016 (“Development Agreement”).

C. The property that is the subject of the Development Agreement and this Memorandum is approximately 107.2 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 July 29, 2016 as Document No. 2016-0320558 in the Official Records of the County of Riverside.

E. On March 17, 2017 the parties entered into that certain operating memorandum entitled “First Operating Memorandum to the ‘Development Agreement by and Between the City of Jurupa Valley, Paradise Jurupa, LLC, a California limited liability Company, and Equity Three Properties, LLC, a California limited liability company (Paradise Knolls Project)’” (**First Operating Memorandum**”).

F. On February 12, 2020, the Parties entered into that certain “Partial Assignment and Assumption of Development Agreement” (“**Partial Assignment**”) which was recorded on June 5, 2020 as Document No. 2020-0240413 in the Official Records of Riverside County. The Partial Assignment allocates the obligations of the Developer for the community benefits, dedication of land, construction of public improvements, maintenance of public improvements, and payment of public safety services among Paradise Jurupa, Equity Three and Richmond American.

G. On April 7, 2020 the parties entered into that certain operating memorandum entitled “Second Operating Memorandum to the ‘Development Agreement by and Between the City of Jurupa Valley, Paradise Jurupa, LLC, a California limited liability Company, and Equity Three Properties, LLC, a California limited liability company (Paradise Knolls Project)’” (**Second Operating Memorandum**”).

H. On September 16, 2021, Paradise Jurupa, Equity Three, and Richmond American entered into that certain operating memorandum entitled “Third Operating Memorandum to the ‘Development Agreement by and Between the City of Jurupa Valley, Paradise Jurupa, LLC, a

California limited liability Company, and Equity Three Properties, LLC, a California limited liability company (Paradise Knolls Project)”) (“**Third Operating Memorandum**”).

I. On October 27, 2021 the Planning Commission of the City of Jurupa Valley held a duly noticed public hearing to consider this First Amendment and findings pursuant to the California Environmental Quality Act. The Planning Commission adopted Resolution No. _____, entitled “A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF JURUPA VALLEY RECOMMENDING _____.”

J. On _____, 2021, the City Council of the City of Jurupa Valley held a duly noticed public hearing to consider an Addendum to the Environmental Impact Report for the Project (adopted by Resolution No. 2016-15, on April 16 2016) and this First Amendment. After hearing and considering public comments, the City Council introduced Ordinance No. 2021-_____, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY APPROVING THE ‘FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF JURUPA VALLEY, PARADISE JURUPA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, EQUITY THREE PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND RICHMOND AMERICAN HOMES OF MARYLAND, INC., A MARYLAND CORPORATION (PARADISE KNOLLS PROJECT),’ MAKING CERTAIN FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ” On _____, 2021, the City Council adopted Ordinance No. 2021-_____.

K. The “Effective Date” of this First Amendment shall be the effective date of Ordinance No. 2021-_____.

L. The Parties now desire to amend the Development Agreement pursuant to Section 3.E. thereof as set forth herein.

AGREEMENT

NOW, THEREFORE, with reference to the foregoing Recitals, and 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 agree as follows:

1. **Amendments to Development Agreement.** On the Effective Date of this First Amendment, the Parties hereby agree to the following amendments to the Development Agreement:

a. Section 5 of the Development Agreement is hereby amended by adding the following Section 5.F:

“Community Benefit Payment – Open Space, Park and Recreational Uses. On or before issuance of the 108th building permit for the Development, Developer shall deliver to the City a payment of Six Hundred Thousand and No/100 Dollars (\$600,000.00) (the “**Community Benefit Payment – Park Improvements**”) to be used by the City for open space, park and recreational purposes.”

b. Section 6.B.4. of the Development Agreement is deleted in its entirety and replaced with the following new Section 6.B.4.:

“On or before issuance of the 108th building permit for the Development, Developer agrees to build an equestrian-multi-purpose trail per city standards starting at the southwest intersection of Limonite and Downey going south on Downey Street and terminating at the northwest intersection of Downey Street and 64th Street.”

c. Section 6.B.3. of the Development Agreement is deleted in its entirety and replaced with the following new Section 6.B.3:

“On or before issuance of the 108th building permit for the Development, Developer shall approve, execute and record an Irrevocable Offer to Dedicate the following property to the City: (i) not less than fifteen (15) acres of land for green space and passive open space and recreational uses as provided in this Agreement, along the Santa Ana River, in Lot 5 of Tract Map No. 36822 (otherwise known as Planning Area 6 of Specific Plan No. SP1402) (the “**Public Open Space**”); and (ii) one (1) acre of land for open space, park and recreational use in Lot 5 of Tract Map No. 36822 (otherwise known as Planning Area 6 of Specific Plan No. SP1402) and as further detailed in Exhibit “B” attached hereto (the “**Lot 5 Property**”). The form of the Irrevocable Offer to Dedicate shall be in substantially the form attached hereto as Exhibit C and approved by the City Attorney. For the avoidance of doubt, Developer shall have no obligation to improve the Lot 5 Property prior to or following acceptance of the Offer of Dedication thereof by the City.”

d. Section 6.B.5 of the Development Agreement is deleted in its entirety.

e. The phrase “The Developer shall build two (2) equestrian open-air riding arenas in the southeastern portion of the 15-acre property described on Exhibit D:” is hereby deleted from Section 6. Sections 6.B.6 (a), 6.B.6 (b), 6.B.6 (c) and 6.B.6 (e) of the Development Agreement are each deleted in their entirety.

2. Miscellaneous.

a. Interpretation; Governing Law. This First Amendment shall be construed according to its fair meaning and as prepared by both parties hereto. This Amendment shall be construed in accordance with and governed by the laws of the State of California.

b. Lender Consent and Subordination Agreement. This First Amendment shall not be effective and shall not be recorded until such time as all persons with an interest in the Property, or holding a deed of trust or lien in the Property or a portion of the Property, have duly executed a Consent and Subordination in substantially the form attached hereto as Exhibit D and reasonably acceptable to the City Attorney. The originals of any such Consent and Subordination shall be attached hereto as Exhibit E and recorded with this First Amendment.

c. Indemnification. Original 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 First Amendment pursuant to the provisions of Section 8.A of the Development Agreement.

d. Authority. Each of the parties hereto represents and warrants to the other that the person or persons executing this First Amendment on behalf of such party is or are authorized to execute and deliver this First Amendment and that this First Amendment shall be binding upon such party.

e. Further Assurances. Each of the Parties agree to do such further acts and things and to execute and deliver such additional Operating Memoranda and instruments as the other may reasonably request to consummate, evidence, confirm or more fully implement the First Amendments of the parties as contained herein.

f. Execution in Counterparts. This First Amendment may be executed in several counterparts, and all originals so executed shall constitute one First Amendment between the parties hereto.

g. Conflict. In the event of any conflict or inconsistency between the provisions hereof and the provisions of the Development Amendment, the provisions of the First Amendment shall govern and prevail.

h. Recordation. The Parties hereby authorize this First Amendment to be recorded in the Official Records within ten (10) days following the approval of Ordinance No. 2021-____ pursuant to Government Code Section 65868.5.

i. Successors and Assigns. This First Amendment shall be binding upon and inure to the benefit of the respective successors, assigns, personal representatives, heirs and legatees of the Parties.

j. Time of Essence. Time is of the essence regarding each provision of this First Amendment of which time is an element.

k. Recitals. All Recitals set forth herein are incorporated in this First Amendment as though fully set forth herein.

l. Not for Benefit of Third Parties. This First Amendment and all provisions hereof are for the exclusive benefit of the Parties and shall not be construed to benefit or be enforceable by any third party.

m. Exhibits. The following Exhibits are attached to this Agreement and incorporated herein as though set forth in full:

- 1) Exhibit A: Description of Property;
- 2) Exhibit B: Lot 5 Property Description;
- 3) Exhibit C: Form Of Irrevocable Offer Of Dedication;
- 4) Exhibit D: Form of Lender Consent and Subordination Agreement;

5) Exhibit E, Executed Lender Consent and Subordination Agreements

n. Except as provided herein, all other terms and conditions of the Development Agreement remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of _____, 2021.

**PARADISE JURUPA, LLC,
A CALIFORNIA LIMITED LIABILITY
COMPANY**

By: _____
Gregory P. Lansing, Manager

**EQUITY THREE PROPERTIES, LLC,
A CALIFORNIA LIMITED LIABILITY
COMPANY**

By: _____
Gregg C. Seaman, Manager

**RICHMOND AMERICAN HOMES OF
MARYLAND, INC., a Maryland
corporation**

By: _____
Edgar Gomez
Vice President Project Management

[A resolution of signature authority is
required.]

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

Lorena Barajas
Mayor

ATTEST:

Victoria Wasko, CMC
City Clerk

APPROVED AS TO FORM:

RICHARDS WATSON & GERSHON

Peter M. Thorson
City Attorney

EXHIBIT A TO FIRST AMENDMENT

Real Property Legal Description

EXHIBIT B TO FIRST AMENDMENT
LOT 5 PROPERTY DESCRIPTION

City Draft: 10-22-21 12:25 pm

**EXHIBIT C TO FIRST AMENDMENT
FORM OF IRREVOCABLE OFFER OF DEDICATION**

Recording Requested by
and when recorded return to:

CITY OF JURUPA VALLEY
Attention: City Clerk
8930 Limonite Avenue
Jurupa Valley, CA 92509

[SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY]

Assessor's Parcel No. _____ ☐ Portion
☐ All

Documentary Transfer Tax \$0.00

This Instrument is for the benefit of the City of Jurupa Valley and is exempt from Recording Fees (Govt. Code § 27383), Filing Fees (Govt. Code § 6103), and Documentary Transfer Tax (Rev & Tax Code § 11922).

**IRREVOCABLE OFFER OF DEDICATION OF REAL PROPERTY PURSUANT TO
GOVERNMENT CODE SECTION 7050**

This IRREVOCABLE OFFER OF DEDICATION OF EASEMENT PURSUANT TO GOVERNMENT CODE SECTION 7050 (this "Agreement") is made as of _____, 2021, by PARADISE JURUPA, LLC, a California limited liability company, and EQUITY THREE PROPERTIES, LLC, a California limited liability company, (collectively "Grantor"), in favor of the CITY OF JURUPA VALLEY, a California municipal corporation ("Grantee"), with respect to the following recitals:

RECITALS

A. Grantor is the record fee owner of that certain real property located in the City of Jurupa Valley, County of Riverside, State of California, and more particularly described on Exhibit "A" attached hereto (the "Property").

B. Pursuant to the provisions of that certain "FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF JURUPA VALLEY, PARADISE JURUPA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND EQUITY THREE PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND RICHMOND AMERICAN HOMES OF MARYLAND, INC., A MARYLAND CORPORATION (PARADISE KNOLLS PROJECT)" recorded on _____, 2021 as Document No. 2021-_____ of the Official Records of the County of Riverside ("First Amendment"), Grantor has irrevocably offered to dedicate to Grantee pursuant to Government Code section 7050 a portion of the Property as open space and as park for park and recreation purposes and all uses necessary or convenient thereto.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Offer. Grantor hereby makes an irrevocable offer (“Irrevocable Offer”) pursuant to Government Code section 7050 to dedicate to the City of Jurupa Valley, a California municipal corporation a portion of the Property as (1) open space (“Public Open Space Property”) and (2) a site for for park and recreation purposes and all uses necessary or convenient thereto on that certain real property described on Exhibit “B” and depicted on Exhibit “C” to this Offer of Dedication (“Lot 5 Property”).

2. Term. The term of the Irrevocable Offer shall commence on the date that this Offer of Dedication is recorded in the Official Records of the County of Riverside, California. Pursuant to Government Code section 7050, this offer of dedication, when recorded in the Riverside County Recorder’s Office, shall be irrevocable and may be accepted at any time by the Grantee. Pursuant to Government Code section 7050, the offer of dedication may be terminated and the right to accept such offer abandoned in the same manner as is prescribed for the summary vacation of streets or highways by Part 3 (commencing with Section 8300) of Division 9 of the Streets and Highways Code. Such termination and abandonment may be by the Grantee.

3. Acceptance. Pursuant to Government Code section 7050, Grantee may accept the Irrevocable Offer at any time by adoption of a resolution by Grantee’s City Council accepting the dedication of the Public Open Space Property and Lot 5 Property (the “Resolution of Acceptance”). The Public Open Space Property and Lot 5 Property shall become effective upon the adoption of the Resolution of Acceptance and shall remain in perpetuity unless and until it is terminated by Grantee by vacation thereof in accordance with applicable law. The Resolution of Acceptance will authorize Grantee to execute a Certificate of Acceptance in substantially the form attached hereto as Exhibit “D”, which is incorporated herein by this reference, accepting the Offer (the “Acceptance”), and Grantor authorizes Grantee to record the Acceptance in Official Records of the County of Riverside, California.

4. Grantor Covenants. Grantor covenants, for itself and its successors and assigns, as follows:

1. *No Encroachments.* Grantor agrees not to erect, construct, place or maintain any building, structure or other improvement on the Public Open Space Property and Lot 5 Property at any time prior to the Expiration Date.

2. *Maintenance.* Grantor agrees to continue to maintain the Public Open Space Property and Lot 5 Property and assume all liability therefore until such time as Grantee adopts the Resolution of Acceptance and records the Acceptance. Following the recording of the Acceptance, Grantee shall maintain the Public Open Space Property and Lot 5 Property and assume liability therefore.

3. *No Encumbrances.* Grantor warrants that it has obtained the consent from any beneficiaries of deeds of trust encumbering the Public Open Space Property and Lot 5 Property and that it has obtained subordinations from said beneficiaries. Grantor agrees that it

will not encumber the Public Open Space Property and Lot 5 Property or permit the establishment of a lien thereon without the prior written consent of the Grantee, which consent shall not be unreasonably delayed or withheld if any such encumbrance or lien shall be subordinate to the Public Open Space Property and Lot 5 Property.

5. Run With Land. The covenants made in this Offer of Dedication shall run with the land and shall burden the Property for the benefit of Grantee. Such covenants shall inure to the benefit of, or bind, as the case may require, the respective heirs, representatives, successors and assigns of Grantee and Grantor. Grantor authorizes Grantee to record this Offer of Dedication in Official Records of the County of Riverside, California.

6. General Provisions. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any valid subsequent modification of this Agreement shall be in writing, signed by the parties. In the event of any controversy, claim or dispute relating to this Agreement or breach hereof, any legal action shall be filed in the County of Riverside, California.

IN WITNESS WHEREOF, Grantor has executed this Irrevocable Offer of Dedication of Park Property as of the date set forth below.

GRANTOR

**PARADISE JURUPA, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY**

By: _____
Gregory P. Lansing, Manager

**EQUITY THREE PROPERTIES, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY**

By: _____
Gregg C. Seaman, Manager

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

State of California)

County of Riverside)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

On _____, before me, _____,
(insert name and title of the officer)

Signature_____ (Seal)

CITY OF JURUPA VALLEY

Office of the City Clerk
8930 Limonite Avenue
Jurupa Valley, CA 92509

**CONSENT TO RECORDATION PURSUANT TO
GOVERNMENT CODE SECTION 7050**

(Assessor's Parcel Number _____)

This is to certify that the City of Jurupa Valley, a California municipal corporation, hereby consents to the recordation of the Irrevocable Offer of Dedication of Public Open Space Property and Lot 5 Property to Government Code Section 7050. The purpose of this Consent to Recordation is to provide record notice of said Irrevocable Offer of Dedication.

Pursuant to Government Code Section 7050, said offer of dedication is irrevocable and may be accepted by the City of Jurupa Valley at any time. Any such acceptance will require formal action by the City Council of the City of Jurupa Valley. The City of Jurupa Valley shall neither incur any liability nor assume any responsibility for the Subject Easement described in said Irrevocable Offer of Dedication until such time as the City of Jurupa Valley accepts the Public Open Space Property and Lot 5 Property by formal action and accepts Public Open Space Property and Lot 5 Property.

Dated: _____

CITY OF JURUPA VALLEY, a California
municipal corporation

Rod B. Butler
City Manager

ATTEST:

By: _____
Victoria Wasko, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
Peter M. Thorson
City Attorney

Exhibit “A” to Offer of Dedication
Grantor’s Property

Exhibit “B” to Offer of Dedication

[Legal Description of Public Open Space Property and Lot 5 Property]

Exhibit “C”

[Plat Map of Public Open Space Property and Lot 5 Property]

Exhibit "D"

Form of Certificate OF ACCEPTANCE

**CERTIFICATE OF ACCEPTANCE OF DEDICATION OF PUBLIC OPEN SPACE
PROPERTY AND LOT 5 PROPERTY AND ALL USES NECESSARY OR
CONVENIENT THERETO
(Government Code Section 27281)**

The City of Jurupa Valley, a California municipal corporation ("City"), hereby accepts the irrevocable offer of dedication for the Public Open Space Property and Lot 5 Property, and all uses necessary or convenient thereto made by Jurupa Paradise LLC and Equity Three Properties, LLC (collectively "Grantor") in favor of the City in that certain IRREVOCABLE OFFER OF DEDICATION OF EASEMENT PURSUANT TO GOVERNMENT CODE SECTION 7050 dated _____ and recorded in the Official Records of the County of Riverside on _____ as Document No. _____.

The City hereby certifies that it accepts the dedication of the Public Open Space Property and Lot 5 Property, and all uses necessary or convenient thereto described on Exhibit "A" and depicted on Exhibit "B" attached hereto ("Subject Properties"), and incorporated herein by this reference, on behalf of the public for public park pursuant to the authority granted by the City Council of the City of Jurupa Valley by Resolution No. _____. Resolution No. _____ accepted said irrevocable offer of dedication of the Public Open Space Property and Lot 5 Property pursuant to Government Code Section 7050 and authorized the City Manager to execute the Certificate of Acceptance.

CITY OF JURUPA VALLEY, a California
municipal corporation

Dated: _____

By: _____
Rod Butler, City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

EXHIBIT D TO FIRST AMENDMENT
FORM OF LENDER CONSENT AND SUBORDINATION AGREEMENT

**LENDER'S CONSENT AND SUBORDINATION TO THE FIRST AMENDMENT
TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF
JURUPA VALLEY, PARADISE JURUPA, LLC, A CALIFORNIA LIMITED LIABILITY
COMPANY, EQUITY THREE PROPERTIES, LLC, A CALIFORNIA LIMITED
LIABILITY COMPANY, AND RICHMOND AMERICAN HOMES OF MARYLAND,
INC., A MARYLAND CORPORATION(PARADISE KNOLLS PROJECT)**

1. _____ (“Lender”) holds a security interest in a portion of the Property described in the **“FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF JURUPA VALLEY, PARADISE JURUPA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND EQUITY THREE PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND RICHMOND AMERICAN HOMES OF MARYLAND, INC., A MARYLAND CORPORATION (PARADISE KNOLLS PROJECT)”** (“First Amendment”). Jurupa Paradise, Equity Three and Richmond American shall be referred to in this Consent as “Developer.”

2. Lender acknowledges that the Development Agreement and the First Amendment to the Development Agreement are integral parts of the Developer’s land use entitlements for the Property and provide significant benefits to the Developer and to the Property as well as vesting Developer’s land use entitlements pursuant to the terms of the Development Agreement and the First Amendment to the Development Agreement

3. .

4. In consideration of the rights and benefits conferred upon the Developer by the terms of the Development Agreement and the First Amendment to the Development Agreement and in recognition of the accrual of those benefits to the Lender in the event Lender takes possession of the Property, Lender hereby consents to the Development Agreement, the First Amendment to the Development Agreement and the Irrevocable Offer of Dedication of Real Property Pursuant to Government Code Section 7050 described therein and their recordation and further agrees that Lender’s interests in the Property are subject to, and made subordinate to, the rights and interests of the City as set forth in the Development Agreement, the First Amendment to the Development Agreement and the Irrevocable Offer of Dedication of Real Property Pursuant to Government Code Section 7050 described therein.

5. The City agrees to provide notice of any default to Lender pursuant to Section _____ of the Development Agreement at the following address:

IN WITNESS WHEREOF the Lender has executed this Consent and Subordination as of _____, 2021.

Lender:

Name:

Name:

Title:

Name:

Title:

EXHIBIT A TO LENDER'S CONSENT AND SUBORDINATION AGREEMENT
LEGAL DESCRIPTION OF PROPERTY

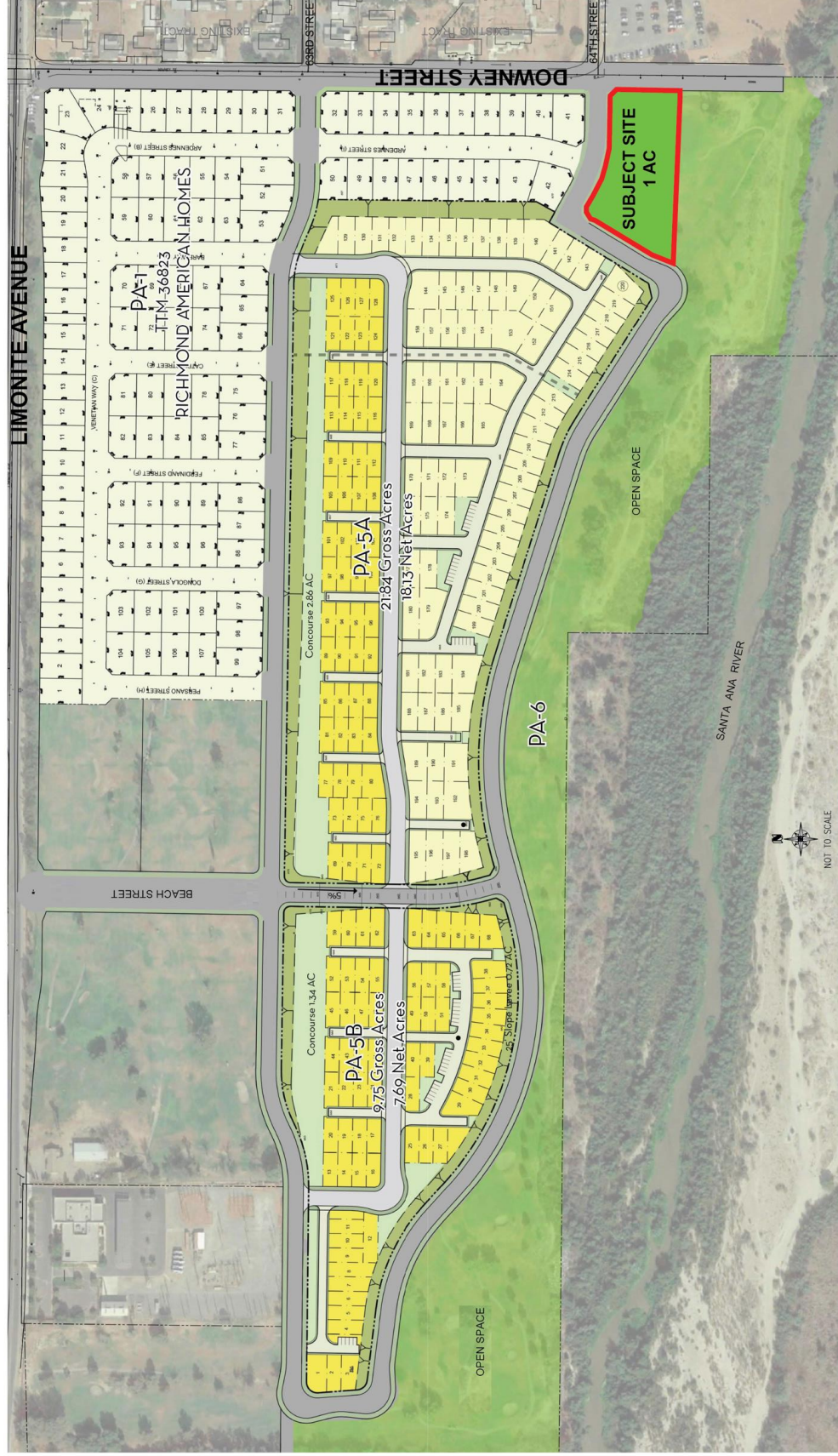
EXHIBIT E

EXECUTED LENDER CONSENT AND SUBORDINATION AGREEMENTS

ATTACHMENT NO. 3

Site Map

SITE MAP



ATTACHMENT NO. 4

Adopted Development Agreement

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley CA 92509

Attn: City Clerk

2016-0320558

07/29/2016 09:10 AM Fee: \$ 0.00

Page 1 of 40

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



309

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

**DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF
JURUPA VALLEY PARADISE JURUPA, LLC, A CALIFORNIA
LIMITED LIABILITY COMPANY, AND EQUITY THREE PROPERTIES,
LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (PARADISE
KNOLLS PROJECT)¹**

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of June 16, 2016 (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"), Paradise Jurupa, LLC, a California limited liability company ("Paradise Jurupa"), and Equity Three Properties, LLC, a California limited liability company ("Equity Three"). Paradise Jurupa and Equity Three shall be collectively referred to in this Agreement as "Developer" pursuant to Paragraph 2.H. and 3.D. of this Agreement. The City, Paradise Jurupa, and Equity Three are occasionally referred to herein collectively as the "Parties." In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. RECITALS:

This Agreement is entered into for the following purposes and based on the following facts that the parties hereto agree to be true and correct:

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

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

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

1. This Agreement authorizes Developer to develop an approximately 107 acre property located within the City of Jurupa Valley, the County of Riverside, State of California, as described in Exhibit “A” and depicted on Exhibit “B” (the “Property”), with a potential mixture of commercial, residential and public institutional facility uses, as further defined in this Agreement.
2. 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 and private facilities to ensure the good of the community regardless of the City’s legal authority to impose such requirements under constitutional or statutory authority.
3. For the City, this Agreement serves to provide for: (a) employment growth anticipated to result from the Development of the Property, both during construction and use; (b) an increase in tax revenues anticipated to result from the Development of the Property; and (c) the achievement of the goals and directives of its General Plan.

4. The development of new commercial 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.

C. The Property is subject to the Development Approvals and Land Use Regulations defined in Section 2.E. and 2.J. 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. Developer desires to develop the Property in accordance with the provisions of this Agreement, the Land Use Regulations, and those other agencies exercising jurisdiction over the Property.

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

G. The development of new commercial and residential uses 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.

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

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

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

1. On February 10, 2016, following a duly noticed and conducted public hearing on the Agreement, Land Use Approvals and the proposed Environmental Impact Report, the Planning Commission recommended that the Council approve this Agreement;

2. On April 21, 2016 after a duly noticed public hearing and pursuant to the California Environmental Quality Act of 1970, as amended, ("CEQA") the City Council adopted Resolution 2016-15 certifying the Environmental Impact Report and for the Development and this Agreement.

3. On May 19, 2016, following a duly noticed public hearing held on April 21, 2016, the City Council introduced Ordinance No. 2016-08 and on June 16, 2016 held the second reading and adopted Ordinance No. 2016-08 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 Development and this Agreement's consistency with the City's General Plan and each element thereof and any specific plans relating to the property.

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

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

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

- A. "*Agreement*" means this Development Agreement.
- B. "*City*" means the City of Jurupa Valley, a California general law city and municipal corporation.
- C. "*City Council*" means the City Council of City.
- D. "*Site Map*" means the drawing of the site in its condition as of the Effective Date, attached hereto as Exhibit B.
- E. "*Development*" means the improvement of the Property for the purposes of constructing structures, improvements and facilities on the Property. "Development" also includes the maintenance, repair and replacement of any building, structure, improvement, landscaping or facility after the construction and completion thereof on the Property.
- F. "*Development Approvals*" means any and all permits, licenses, consents, rights and privileges, and other actions approved or issued by City on or before the Effective Date, including but not limited to:

1. General Plan Amendment No. GPA 1406, adopted by Resolution No. 2016-15 of the City Council of the City of Jurupa Valley;

2. Specific Plan No. SP 1402, adopted by Resolution No. 2016-15 of the City Council of the City of Jurupa Valley

3. Zone Change No. ZCA 1496, adopted by Ordinance No. 2016-07 of the City Council of the City of Jurupa Valley;

4. Tentative Subdivision Map No TTM36822, adopted by Resolution No. 2016-15 of the City Council of the City of Jurupa Valley; and

5. Tentative Subdivision Map No TTM36823, adopted by Resolution No. 2016-15 of the City Council of the City of Jurupa Valley.

6. Neighborhood Development Plan 1601, adopted by Resolution No. 2016-15 of the City Council of the City of Jurupa Valley.

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

G. “*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.

H. “*Developer*” means Paradise Jurupa, LLC, a California limited liability company (“Paradise Jurupa”), and Equity Three Properties, LLC, a California limited liability company (“Equity Three”) and, where authorized in this Agreement, their respective successors in interest to all or any part of the Property.

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

J. “*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.

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

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

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

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

3. GENERAL TERMS OF THE DEVELOPMENT AGREEMENT.

A. Term. The term of this Agreement shall commence on the Effective Date and shall continue for ten (10) years thereafter (the “Term”), unless said term is otherwise terminated, modified, or extended by circumstances set forth in this Agreement or by mutual consent of the Parties hereto after the satisfaction of all applicable public hearing and related procedural requirements.

B. Effective Date. This Agreement shall be effective, and the obligations of the Parties hereunder shall be effective on the date that Ordinance No. 2016-08 approving this Agreement becomes effective (the “Effective Date”). The parties shall approve an Operating Memorandum pursuant to Section 3.E.4. confirming the Effective Date of the Agreement.

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

D. Ownership of Property; Joint and Several Obligations of Owners.

1. City, Paradise Jurupa, LLC, and Equity Three Properties, LLC, each acknowledge and agree that Paradise Jurupa, LLC, and Equity Three Properties, LLC, each have legal or equitable interest in the Property and thus Paradise Jurupa, LLC, and Equity Three Properties, LLC, are qualified to enter into and be a party to this Agreement under the Development Agreement Law.

2. Paradise Jurupa, LLC, and Equity Three Properties, LLC, shall be jointly and severally liable for the design, construction, installation and maintenance of all public and private improvements required by the Development Approvals and this Agreement and shall be jointly and severally liable for the payment of all assessments, development impact fees, and regional fees required by the Development Approvals, Land Use Regulations and this Agreement.

3. Paradise Jurupa, LLC, and Equity Three Properties, LLC, shall allocate responsibility between themselves for these obligations. City shall have no obligation to acknowledge or recognized such allocation between Paradise Jurupa, LLC, and Equity Three Properties, LLC.

4. Paradise Jurupa, LLC, and Equity Three Properties, LLC, each acknowledge and agree that City shall have no obligation or duty to issue such building permits

as provided for in the Development Approvals, Land Use Regulations and this Agreement unless and until all public and private improvements are completed and all fees paid to the City as required by the Development Approvals, Land Use Regulations and this Agreement as a condition for the issuance of such building permits, regardless of whether Paradise Jurupa, LLC, or Equity Three Properties, LLC, may be responsible for the fulfillment of such conditions.

E. Amendment of Development Agreement.

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

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

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

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

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

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

A. Right to Develop.

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

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

3. Subsequent Development Approvals. City shall accept for processing, review and action all applications for Subsequent Development Approvals, and City staff shall use their reasonable efforts to process such applications in an expeditious manner, 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.

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

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

B. Reservation of Authority by City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. DEVELOPMENT FEES.

A. City Development Impact Fees.

1. The presently adopted Development Impact Fees Ordinance of the City of Jurupa Valley is set forth in Chapter 4.60 of the Riverside County Code as adopted by the City of Jurupa Valley through Chapter 1.35 of Jurupa Valley Municipal Code (Ordinance No. 2011-10) (the "DIF"), and the rates of the DIF as set forth in Sections 4.60.070 and 4.60.080 of the Riverside County Code as adopted by the City of Jurupa Valley through Chapter 1.35 of Jurupa Valley Municipal Code (Ordinance No. 2011-10). The Parties acknowledge that in the future, the City will be adopting a new DIF program.

2. Developer therefore agrees to pay the DIF Rates attached hereto as Exhibit C to this Agreement until December 31, 2017. After December 31, 2017, Developer agrees to pay the DIF Rates then in effect. If new DIF Rates have not been adopted by the City prior to December 31, 2017, Developer shall pay the DIF Rates attached hereto as Exhibit C. Beginning in the eight (8th) year after the Effective Date of this Agreement, Developer shall pay the DIF Rates then in effect for the duration of the term of this Agreement.

3. Developer shall be entitled to such credits as might be available pursuant to the terms of the DIF ordinance or other provisions of the Land Use Regulations and this Agreement.

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

5. The DIF and the DIF Rates shall apply only to the City's development impact fees and not to the TUMF, any similarly regional impact fees described in Section 4.B.1. of this Agreement or to any other development impact fees imposed by another governmental agency not under the control, directly or indirectly, of the City.

B. TUMF Fees. The presently adopted Transportation Uniform Mitigation Fee, as defined in Chapter 4.56 of the Riverside County Code as adopted by the City of Jurupa Valley through Chapter 1.35 of Jurupa Valley Municipal Code (Ordinance No. 2011-10) (the "TUMF"), any future similar regional development impact fee, or any other development impact fees imposed by another governmental agency shall be imposed upon Development within the Property at the rate in effect as of the date of issuance of each building permit for the Property. Developer shall be entitled to such credits as might be available pursuant to the terms of TUMF or the terms of the future allowable fees and City will cooperate with Developer in obtaining such credits to the extent allowed by law and the terms of this Agreement. Developer understands and acknowledges that the Western Riverside County Council of Governments ("WRCOG") is in the processes of updating the TUMF Fees and upon completion of that update that the City Council will consider adopting the new fees in accordance with the joint powers agreement establishing WRCOG.

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

D. Community Benefit Payments. In further consideration of the benefits received by Developer pursuant to the terms of this Agreement, Developer shall pay to the City Community Payments as follows.

1. Developer shall pay to the City a Per Unit Community Benefit Payment in the amount of one thousand five hundred dollars (\$1,500.00) for each residential unit to be paid as each Tentative Tract Map or each residential development plan (for which not tract map is proposed) is approved. City shall use the funds from the Community Benefit Payments for municipal purposes. The Community Benefit Payments shall be paid to the City as follows:

a. For residential Tentative Tract Maps:

(1) Thirty-five percent (35%) of the Per Unit Community Benefit Payment (\$525 per unit) shall be paid to the City within ten (10) business days after approval of each Tentative Tract Map;

(2) Thirty-five percent (35%) of the Per Unit Community Benefit Payment (\$525 per unit) shall be paid to the City within ten (10) business days after upon approval of the Final Subdivision Map by the City Council; and

(3) Thirty percent (30%) of the Per Unit Community Benefit Payment (\$450 per unit) shall be paid to the City within ten (10) business days after issuance of the related grading permit for the Final Map.

b. For residential development plan for which no tract map is proposed:

(1) Thirty-five percent (35%) of the Per Unit Community Benefit Payment (\$525 per unit) shall be paid to the City within ten (10) business days after each Neighborhood Development Plan is approved;

(2) Thirty percent (30%) of the Per Unit Community Benefit Payment (\$450 per unit) shall be paid to the City within ten (10) business days after issuance of the related grading plan for that Neighborhood Development Plan; and

(3) Thirty-five percent (35%) of the Per Unit Community Benefit Payment (\$525 per unit) shall be paid to the City within ten (10) business days after issuance of the first building permit is issued for that Neighborhood Development Plan.

2. Developer shall pay to the City a General Community Benefit Payment in the amount of five hundred thousand dollars (\$500,000.00).

a. The General Community Benefit Payment shall be used by the City for the general community benefits as determined by the City Council in its sole and absolute discretion.

b. Payment of General Community Benefit Payment shall be paid to the City in five (5) installments as follows:

(1) Developer shall pay one hundred thousand dollars (\$100,000.00) of the General Community Benefit Payment to the City within ten (10) business days after the Effective Date of this Agreement and all third-party litigation, if any, challenging this Agreement or the Development Approvals described in Section 2. have been finally resolved and no further appeal is available;

(2) Developer shall pay one hundred thousand dollars (\$100,000.00) of the General Community Benefit Payment to the City within ninety (90) days after the payment described in Subsection b.(1);

(3) Developer shall pay one hundred thousand dollars (\$100,000.00) of the General Community Benefit Payment to the City within ninety (90) days after the payment described in Subsection b.(2);

(4) Developer shall pay one hundred thousand dollars (\$100,000.00) of the General Community Benefit Payment to the City within ninety (90) days after the payment described in Subsection b.(3); and

(5) Developer shall pay one hundred thousand dollars (\$100,000.00) of the General Community Benefit Payment to the City within ninety (90) days after the payment described in Subsection b.(4).

c. A maximum of two hundred fifty thousand dollars (\$250,000.00) of the General Community Benefit Payment shall be applied as a credit to fifty percent (50%) of each Per Unit Community Benefit Payment described in Subsection D.1.

E. Administrative Fee. Developer shall pay to the City an administrative fee in the amount of fifteen thousand dollars (\$15,000.00) which shall compensate City for its costs incurred in drafting and processing this Agreement, including but not limited to, staff time and attorney fees and costs. The Administrative Fee shall be paid within ten (10) days of the Effective Date of this Agreement.

6. DEVELOPERS OBLIGATIONS TO CONSTRUCT ON-SITE AND OFF-SITE IMPROVEMENTS

A. Developer's Obligations to Construct Improvements. Developer shall, at its sole cost and expense, design, construct, install, and finally complete all on-site and off-site improvements as described in the Development Approvals and this Agreement. The design, construction, installation, and final completion of the on-site and off-site improvements shall be in conformance with the City standards in effect as of the date of this Agreement and Improvement Plans approved by the City Engineer. Except as otherwise provided in this Agreement, the on-site and off-site improvements shall be completed at such time as set forth in the conditions of approval for Development on the Property or this Agreement. City and Developer shall enter into the City's standard subdivision improvement agreement, or an applicable modification thereof, for the completion of the Public Improvements.

B. In further consideration of the community benefits the Developer will provide to the City for the development of the Property, the Developer agrees to the following:

1. Developer agrees to dedicate to the City its full right of way along Limonite and Downey streets as part of each subdivision map approved for the Development.

2. Developer agrees to save all the existing trees along Limonite Avenue (except for Beach Street and "A" Street alignment into Development) and plant one new tree with a trunk diameter of not less than two and one half inches caliper (2 ½) for every forty (40) linear feet on center in the future right of way along Limonite Avenue on or before issuance of the one hundred (100th) building permit for the Development, unless an extension of time is authorized in writing by the City Manager or his or her authorized representative.

3. Developer agrees to dedicate to the City not less than fifteen (15) acres of land for green space and passive open space and recreational uses as provided in this Agreement, along the Santa Ana River at the location described in Exhibit D on or before issuance of the one hundred (100th) building permit for the Development, unless an extension of time is authorized in writing by the City Manager or his or her authorized representative.

4. Developer agrees to build not less than 7,000 linear feet of equestrian-multi-purpose trail per city standards starting at the intersection of Limonite and Downey going south on Downey Street to the equestrian center at the Development's south-eastern boundary and an equestrian-multi-purpose trail through the fifteen (15) acre green space along the Santa Ana River described on Exhibit D on or before issuance of the one hundred (100th) building permit for the Development, unless an extension of time is authorized in writing by the City Manager or his or her authorized representative.

5. Developer agrees to build a boarding stable to help preserve the equestrian heritage within the Pedley Village Area in accordance with the following requirements:

a. The boarding stable shall include up to one hundred seventy five (175) equestrian stalls in accordance with this Section.

b. The equestrian stalls shall measure not less than twelve (12) feet by twelve (12) feet with covers and tack storage with the design customary used for equestrian stalls and a Site Development Permit shall be approved by the City in order to implement the purposes of this of this Section.

c. The boarding stables shall include amenities and facilities customarily found in boarding stables including, but not limited to, covers, tack storage, hot walkers, exercise rings, caretaker's quarters and horse trailer parking.

d. The stables shall be owned, maintained, and managed by the Development's Homeowners' Association and shall not be located within the fifteen (15) acre passive open space area described in subparagraph B.3., above.

e. At least twenty-five percent (25%) of the equestrian stalls in the stables shall be available for rent by the residents of the City of Jurupa valley not living in the Paradise Knolls Community.

f. The equestrian stalls shall be built in increments proportional to the percentage of dwelling units occupied at a minimum of ten (10) stalls completed at a time as the Project builds out and demand for stalls is determined by the Developer, in its sole and absolute discretion. As an example, if 20% of the Project's 650 units have been built and occupied, forty (40) equestrian stalls will be built. Developer's obligation to commence construction of any stables herein is conditioned upon the rental of stalls reaching a minimum of 90% occupancy for six consecutive months, at which time additional stalls will be built by Developer as set forth above in minimum increments of 10 stalls until all 175 stalls are built, so long as the above-referenced 90% occupancy level is maintained from month-to-month. Should the aforementioned occupancy level fall below 90% at any time during construction activities, Developer's obligation to construct the additional stalls shall cease until such time as the

required 90% occupancy level has been maintained for six consecutive months. Following the formula above, two years after all the Project's units are built and occupied, the Developer's obligation to build up to 175 stalls will be reduced to the amount of the existing stalls already then built, leaving any remaining space previously allocated to the construction of additional stalls as property of the Homeowner's Association to be developed by the Developer for a common area use to be determined in the Association's reasonable discretion. If the Developer's obligation to build all 175 stalls is reduced as provided in this Section, Developer shall pay to the Homeowner's Association an amount equal to the difference between the cost of constructing the stalls actually built and the cost of constructing the boarding stables with all 175 stalls.

g. Except as provided in Subsection f., the equestrian stables shall be completed on or before to the issuance of the first (1st) building permit for Phase II of the Development. Nonetheless, upon completion of the Project, the Developer shall have constructed the equestrian facility on not less than two and seventy-five one hundredths (2.75) acres such that it includes caretaker quarters, tack storage, hot walkers, exercise rings, horse trailer parking and other typical amenities, and not less than thirty five (35) covered horse stalls, as provided in this Agreement.

h. Until Developer no longer controls the boarding stable property or a majority of the Homeowner's Association Board of Directors, boarding stable fees shall not exceed the prevailing rates for such facilities within a twenty five (25) mile radius.

6. The Developer shall build two (2) equestrian open-air riding arenas in the southeastern portion of the 15-acre property described on Exhibit D;

a. The arenas and supporting facilities shall include adjacent parking for fifty (50) parking spaces of adequate size for cars, trucks using trailers for horses or as otherwise determined by the City Manager.

b. One equestrian open air arena shall be no less than 36,400 square feet and the other shall be no less than 10,800 square feet and include customary and typical amenities for equestrian open-air arenas.

c. The design of the two equestrian open air arenas and supporting facilities, shall be approved by the City Manager in order to implement the purposes of this Section.

d. The Developer shall fund the cost of ongoing maintenance of the fifteen (15) acre Public Open Space (the Property) to be dedicated to the City and identified in Section B.3 of the Development Agreement and within Planning Area 6 in the Specific Plan. The Developer may fulfill this obligation by cooperating with the City in the formation of a Community Facilities District (CFD) for funding the ongoing maintenance and agrees to vote in favor of such CFD. Once the CFD is formed, the actual level of funding for maintenance and the levy of the CFD for this purpose shall be established prior to the fiscal year in which the transfer of the Property to the City occurs.

e. The equestrian open-air arenas shall be completed prior to the completion and issuance of a certificate of occupancy for twenty five percent (25%) of the six hundred fifty residential units approved for the Development.

7. Developer agrees to include the Property in a future community facilities district or other appropriate services funding mechanism for a Public Safety District.

8. Developer shall provide fiber optic conduit in the streets it builds in the Development to allow future fiber optics installation for Development residents. City Manager shall approve the fiber optic conduit to be installed in order to implement the purposes of this of this Section.

9. City agrees to provide Developer a TUMF credit for the actual costs of right of way and construction of the improvements to Limonite Avenue required by the Specific Plan and Tract Maps for the Development, subject to approval of Western Riverside County Council of Governments. In consideration of such TUMF credit, Developer shall pay to the City the difference between the costs to construct the ultimate build-out of Limonite Avenue as provided in the City's General Plan as of the date the payment is made, including right of way, and the costs of the actual costs of right of way and construction of the improvements to Limonite Avenue required by the Specific Plan and Tract Maps for the Development. This payment shall be made on or before seven (7) years from the Effective Date of this Agreement or upon construction plans for the project, whichever comes first, and shall be calculated such that the Developer does not pay for TUMF improvements more than once.

C. Maintenance of Improvements. Responsibility for the ongoing maintenance of improvements provided by Developer pursuant to this Agreement shall be apportioned between the parties in accordance with the terms of this Section.

1. City Maintenance of Dedicated Public Improvements. City shall maintain all dedicated and accepted Public Improvements, including but not limited to, public streets and related walls, streetlights, and public storm drainage facilities.

2. Developer Maintenance of Other Improvements. Developer shall maintain or cause to be maintained, in accordance with City maintenance standards, all improvements required by this Agreement to be constructed by the Developer. The maintenance obligations of this Agreement shall survive the termination or expiration of this Agreement.'

D. Easements. City shall grant such easements over City property as are reasonably needed for the Development of the Property provided such easements do not impede or interfere with public services provided on such properties. Developer agrees to grant to the City such easements over its property as are reasonably needed for the construction and maintenance of public improvements, except to the extent such easements would have a material adverse economic effect on the Development. Such grants shall be at no additional cost to the Developer or City.

E. Public Financing of Improvements. Developer may, from time to time, request City to establish one or more assessment and/or community facilities districts or other appropriate financing mechanisms to finance infrastructure, public facilities, public services

and/or fees that may be required in connection with the Development of the Development and City agrees to use its best efforts to implement such requests subject to applicable State and Federal law and to the Land Use Regulations.

F. Withholding of Building Permits. In the event the Developer fails to complete an improvement prior to the issuance of the designated building permit, Developer acknowledges and agrees that the City is authorized and shall have full authority to withhold the issuance of further building permits until the required improvements are completed.

7. CITY'S OBLIGATIONS.

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

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

8. INDEMNIFICATION.

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

parties hereto agree that this Section shall be interpreted in accordance with the provisions of California Civil Code Section 2778 in effect as of the Effective Date.

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

C. As provided in Section 3.D. of this Agreement, the obligations of Paradise Jurupa, LLC, and Equity Three Properties, LLC, under this Section shall be joint and severable.

9. PERIODIC REVIEW OF COMPLIANCE WITH AGREEMENT.

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

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

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

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

cause to believe the City's general health, safety, or welfare is at risk as a result of specific acts or failures to act by Developer.

E. Administration of Agreement. Any final decision by the City staff concerning the interpretation and administration of this Agreement and Development of the Property in accordance herewith may be appealed by Developer to the City Council, provided that any such appeal shall be filed with the City Clerk within ten (10) business days after Developer receives written notice that the staff decision is final. The City Council shall render its decision to affirm, reverse, or modify the staff decision within thirty (30) days after the appeal was filed. The decision of the City Council as to the administration of this Agreement shall be final and is not appealable. The foregoing notwithstanding, breaches of this Agreement are subject to judicial relief as provided in this Agreement.

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

10. DEFAULT; REMEDIES; DISPUTE RESOLUTION.

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

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

C. Developer's Remedies. Due to the size, nature, and scope of the Property and its development, it will not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, Developer may be foreclosed from other choices it may have had to utilize the Property and provide for other benefits. Developer has invested significant time and resources and performed extensive planning and processing of the Development of the Property in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Development 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.

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

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

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

11. MORTGAGEE PROTECTION; CERTAIN RIGHTS TO CURE.

A. Encumbrances on the Property. This Agreement shall not prevent or limit Developer from encumbering the Property or any portion thereof or any improvements thereon with any mortgage, deed of trust, sale and leaseback arrangement, or any other form of conveyance ("Mortgage") in which the Property, or a portion thereof or interest therein, is

pledged as security, and contracted for in good faith and fair value in order to secure financing with respect to the construction, development, use or operation of the Property.

B. **Mortgagee Protection.** This Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Property or any portion thereof by a holder of a beneficial interest under a Mortgage, or any successor or assignee to said holder ("Mortgagee"), whether pursuant to foreclosure, trustee's sale, deed in lieu of foreclosure, lease termination or otherwise, shall be subject to all of the terms and conditions of this Agreement.

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

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

12. TRANSFERS OF INTEREST IN PROPERTY OR AGREEMENT.

A. Transfers and Assignments.

1. **Restrictions on Transfers.** Developer shall not sell, assign, or otherwise transfer all or any portion of its interests in the Property together with all its right, title and interest in this Agreement, or the portion thereof which is subject to the transferred portion of the

Property, to any Transferee until such time as the public and private improvements required by the Development Approvals and this Agreement have been accepted by the City unless the City has approved the transfer prior to its completion. City shall not unreasonably withhold or unreasonably delay consent to the transfer provided that: (1) the Transferee has specifically assumed in writing the obligations, or a portion of the obligations of the Developer, to design, construct, install and finally complete the public and private improvements required by the Development Approvals and this Agreement; (2) the Transferee has the experience and financial capacity to complete the public and private improvements required by the Development Approvals and this Agreement; and (3) the Transferee has obtained replacement bonds, accepted by the City for the public and private improvements required by the Development Approvals and this Agreement (in which event, the City shall release the Developer's corresponding Public Improvement bonds). In the event of any sale, assignment, or other transfer pursuant to this Section, (i) Developer shall notify the City within twenty (20) days prior to the transfer of the name of the Transferee, together with the corresponding entitlements being transferred to such Transferee and (ii) the agreement between Developer and Transferee pertaining to such transfer shall provide that the Transferee shall be liable for the performance of those obligations of Developer under this Agreement which relate to the Transferred Property, if any, or shall confirm that the Developer and all Transferees shall remain jointly liable for the design and construction of public and private improvements required by the Development Approvals and this Agreement.

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

B. Estoppel Certificates.

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

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

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

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

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

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

13. MISCELLANEOUS.

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

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

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

To Developer: Paradise Jurupa LLC
12671 High Bluff Drive, Suite 150
San Diego, CA 92130

Equity Three Properties, LLC
2655 Camino Del Rio N., Suite 350
San Diego, CA 92108

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

B. Force Majeure. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or failures to perform are due to the elements, fire, earthquakes or other acts of God, strikes, labor disputes, lockouts,

acts of the public enemy, riots, insurrections, or governmental restrictions imposed or mandated by other governmental entities. City and Developer may also extend times of performance under this Agreement in writing. Notwithstanding the foregoing, Developer is not entitled pursuant to this Section to an extension of time to perform because of past, present, or future difficulty in obtaining suitable construction financing or permanent financing for the Development, or because of economic or market conditions. In the event Developer desires to invoke these Force Majeure provisions, Developer shall notify the City of a Force Majeure event within thirty (30) days of the event and include a detailed description of the Force Majeure event and how it affects Developer's compliance with the terms of this Agreement.

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

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

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

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

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

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

herein. No waiver by either party of any of the covenants or conditions to be performed by the other party shall be construed or deemed a waiver of any succeeding breach or nonperformance of the same or other covenants and conditions hereof.

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

J. Construction. This terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.

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

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

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

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

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

- A Legal Description of Property
- B Site Map
- C List of Development Fees
- D Description and Depiction of 15 Acres of Land to be Dedicated Along the Santa Ana River
- E List of Land Use Regulations

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

Q. Authority to Execute; No Liens; No Litigation.

1. Paradise Jurupa, LLC, 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, Paradise Jurupa, LLC, is formally bound to the provisions of this Agreement; (iv) Paradise Jurupa, LLC's entering into and performance of its obligations set forth in this Agreement do not violate any provision of any other agreement to which Paradise Jurupa, LLC is bound; (v) there are no liens, deeds of trust or other encumbrances of any kind on the Property or on Paradise Jurupa, LLC's interests in the Property; and (vi) there is no existing or threatened litigation or legal proceedings of which Paradise Jurupa, LLC, is aware which could prevent Paradise Jurupa, LLC, or Equity Three Properties, LLC, from entering into or performing their obligations set forth in this Agreement.

2. Equity Three Properties, LLC, 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, Equity Three Properties, LLC, is formally bound to the provisions of this Agreement; (iv) Equity Three Properties, LLC's entering into and performance of its obligations set forth in this Agreement do not violate any provision of any other agreement to which Equity Three Properties, LLC, is bound; (v) there are no liens, deeds of trust or other encumbrances of any kind on the Property or on Equity Three Properties, LLC's interests in the Property; and (vi) there is no existing or threatened litigation or legal proceedings of which Equity Three Properties, LLC, is aware which could prevent Paradise Jurupa, LLC, or Equity Three Properties, LLC, from entering into or performing their obligations set forth in this Agreement.

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

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

T. Interpretation and Governing Law. The language in all parts of this Agreement shall, in all cases, be construed as a whole and in accordance with its fair meaning. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance


with the laws of the State of California. The parties understand and agree that this Agreement is not intended to constitute, nor shall be construed to constitute, an impermissible attempt to contract away the legislative and governmental functions of the City, and in particular, the City's police powers. In this regard, the parties understand and agree that this Agreement shall not be deemed to constitute the surrender or abnegation of the City's governmental powers over the Property.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON NEXT PAGE]

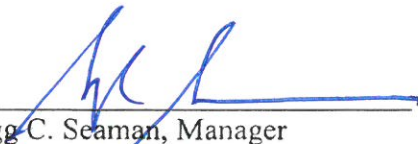
IN WITNESS WHEREOF, Developer and City have executed this Agreement as of the Reference Date.

“DEVELOPER”

Paradise Jurupa, LLC,
a California limited liability company

By: 
Gregory P. Lansing, Manager

Equity Three Properties, LLC,
a California limited liability company

By: 
Gregg C. Seaman, Manager

[A resolution of signatory authority is
required.]

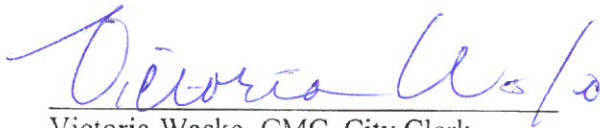
"CITY"

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



Laura Roughton, Mayor

ATTEST:



Victoria Wasko, CMC, City Clerk

APPROVED AS TO FORM:

RICHARDS WATSON & GERSHON



Peter M. Thorson, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

PARCEL 1: APN 162-230-001, 162-230-005 AND 162-230-006

LOTS 226 TO 235 INCLUSIVE OF FAIRHAVEN FARMS, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 2 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPT THE EAST 20 FEET OF LOTS 227 AND 228.

PARCEL 2: APN 162-240-005

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, AND THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP SUBDIVISION OF A PORTION OF THE JURUPA RANCHO, RECORDED IN BOOK 9, PAGE 33 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION THEREOF AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED MARCH 1, 1955 IN BOOK 1700, PAGE 415 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER;

THENCE WEST ALONG THE NORTH LINE A DISTANCE OF 20 FEET;

THENCE SOUTH, PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 42.49 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 20 FEET TO THE EAST LINE;

THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 42.49 FEET TO THE POINT OF BEGINNING.

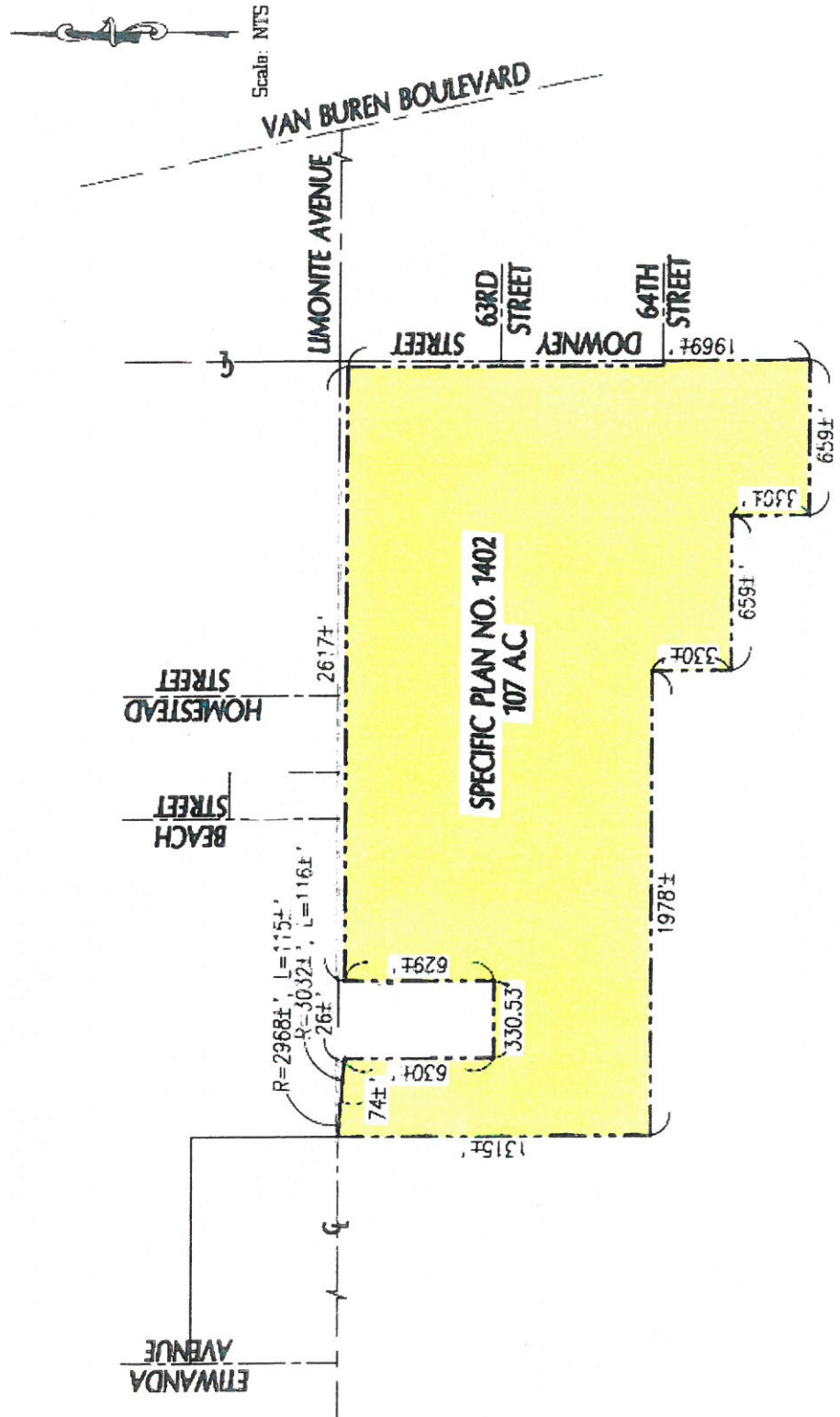
PARCEL 3: APN 162-220-011 AND 162-220-013; 162-230-002 AND 162-230-003

THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 6 WEST, AS SHOWN BY SECTIONIZED SURVEY OF THE JURUPA OF THE JURUPA RANCHO ON FILE IN BOOK 9, PAGE 33 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

END OF LEGAL DESCRIPTION

EXHIBIT B

SITE MAP



PROPOSED ZONING DESIGNATIONS

EXHIBIT C
LIST OF DEVELOPMENT FEES

Fee Schedule

Development Impact Fee Schedule (Effective 2010)

Area Plan 1- Jurupa (See Map)

	<u>SFR</u> <u>per unit</u>	<u>MFR</u> <u>per unit</u>	<u>Com</u> <u>per acre</u>	<u>Ind</u> <u>per acre</u>	<u>Surface</u> <u>Mining</u> <u>per acre</u>
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)

	<u>SFR</u> <u>per unit</u>	<u>MFR</u> <u>per unit</u>	<u>Com</u> <u>per acre</u>	<u>Ind</u> <u>per acre</u>	<u>Surface</u> <u>Mining</u> <u>per acre</u>
	\$1,207	\$1,011	\$5,163	\$2,112	\$211
	\$705	\$590	\$4,879	\$2,035	\$203
	\$223	\$176	\$830	\$433	\$381
	\$420	\$378	\$6,971	\$4,878	\$4,293
	\$0	\$0	\$0	\$0	\$0
	\$563	\$472	\$2,259	\$942	\$94
	\$230	\$192	\$0	\$0	\$0
	\$316	\$264	\$1,266	\$528	\$53
	\$0	\$0	\$0	\$0	\$0
	\$341	\$286	\$0	\$0	\$0
	\$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

WRC 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

Mira Loma RBBB (Effective 2006) (See Map)

<u>TYPE</u>	<u>ZONE A</u>	<u>ZONE B</u>	<u>ZONE D</u>	<u>ZONE E</u>	
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

Note:

(*) 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.

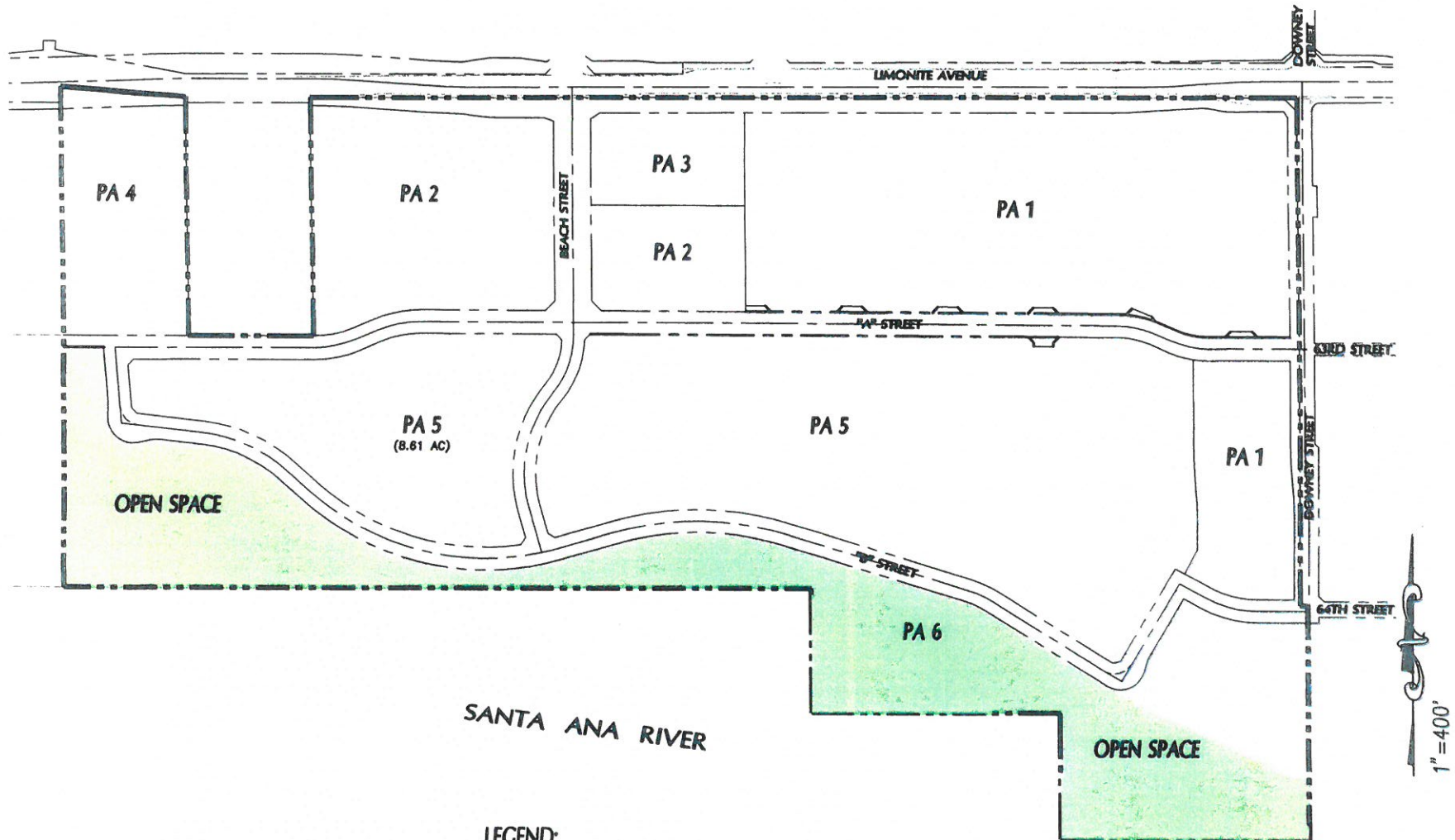
(***) Acreage subject to credit must be determined by Transportation for each non-residential Building Permit

EXHIBIT D

**DESCRIPTION AND DEPICTION OF 15 ACRES OF LAND TO BE DEDICATED
ALONG THE SANTA ANA RIVER**

EXHIBIT D - PARADISE KNOLLS - SPECIFIC PLAN 1402

DEPICTION OF 15 ACRES OF LAND TO BE DEDICATED TO THE CITY OF JURUPA VALLEY



ALLARD ENGINEERING

LEGEND:



PASSIVE OPEN SPACE - 15 ACRES TO BE DEDICATED TO THE CITY



PROJECT BOUNDARY



"B" STREET



Prepared For:

LANSING COMPANIES

12671 HIGH BLUFF DRIVE, SUITE 150
SAN DIEGO, CA 92130
(858) 523-0719

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

3. General Plan of the County of Riverside as adopted by the City of Jurupa Valley through Ordinance No. 2011-10, entitled

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

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

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

“1. EJ Element in General Plan: Within the timeframes for adopting or updating general plans as required by law, as part of the proceedings of the City of Jurupa Valley (City) to adopt or update its General Plan, City agrees to use its best efforts to prepare an environmental justice element that includes specific policies, analyze any impacts of that element in any CEQA document prepared for the General Plan, and hold hearings or conduct other proceedings to consider the adoption of that environmental justice element. The environmental justice element prepared by the City shall be consistent with the California Office of Planning & Research (“OPR”) General Plan Guidelines concerning environmental justice as they now exist or may hereafter be amended, and the Office of

the Attorney General's guidance entitled, Environmental Justice at the Local and Regional Level – Legal Background (dated July 10, 2012), a copy of which is attached to the Consent Judgment as Exhibit B. The Real Parties in Interest (RPIs) shall contribute a total of \$20,000 toward the preparation and consideration of the general plan element by the City.

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

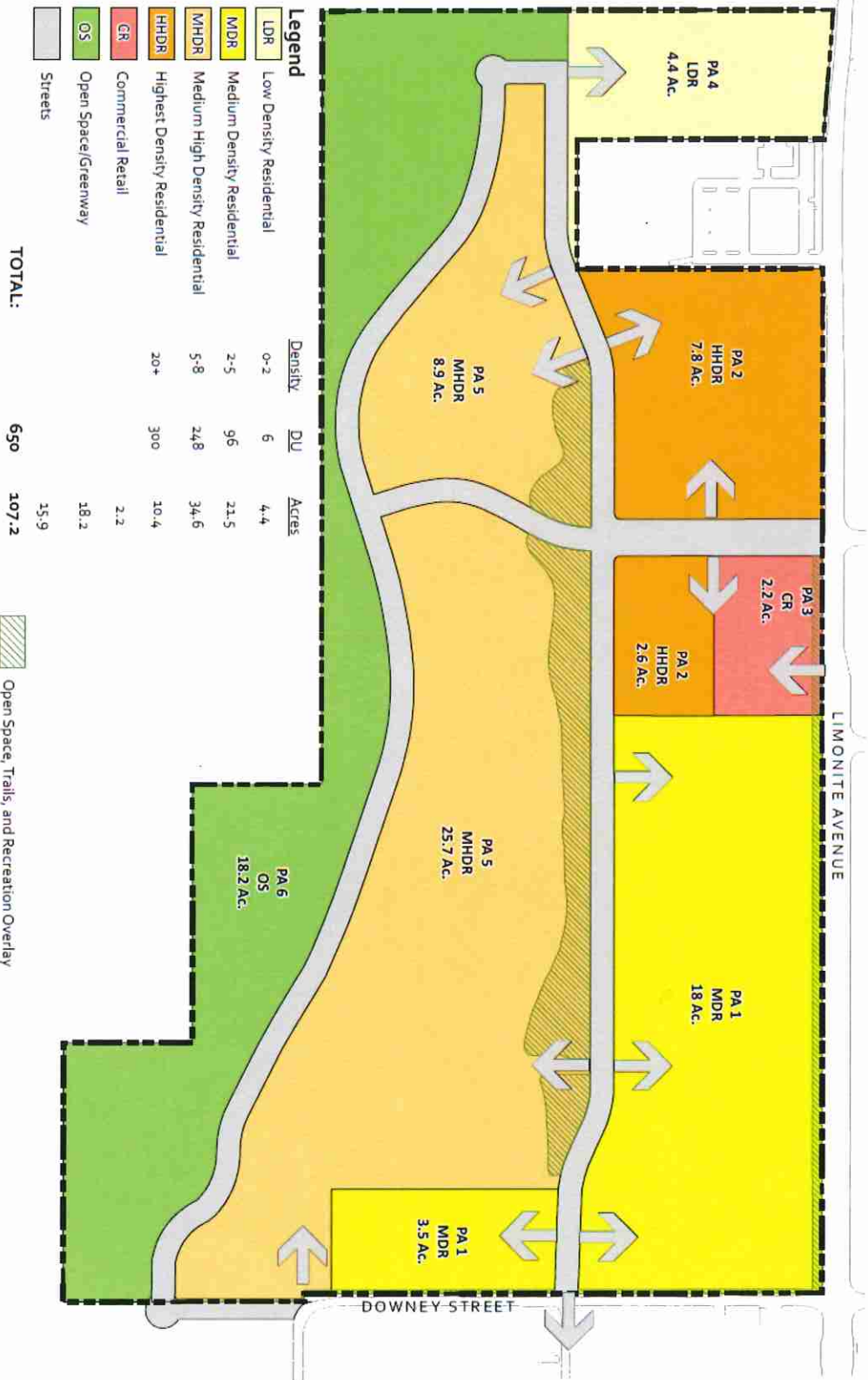
“2. CEQA Analysis for Particular Future Developments to Address Impacts to Overburdened and Sensitive Communities: To further environmental justice, as defined to include the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement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

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

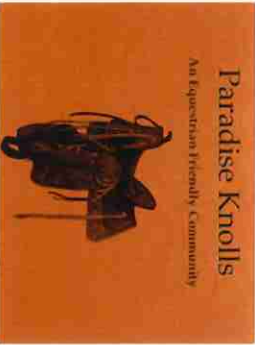
ATTACHMENT NO. 5

Approved Land Use Plan

Section I: Executive Summary



LAND USE PLAN - FIGURE I-1
Page I-21



ATTACHMENT NO. 6

Previous Environmental Review Determination (PERD)

Previous Environmental Document Review Determination

MA 21270 for Development Agreement Amendment No. 1 Paradise Knolls Specific Plan



Lead Agency

City of Jurupa Valley
8390 Limonite Avenue
Jurupa Valley, CA 92509
Contact: Reynaldo Aquino, Associate Planner
(951) 332-6464 ext.217
raquino@jurupavalley.org

Project Proponent:

Strategic Land Partners.
12671 High Bluff Drive #150
Jurupa Valley, CA. 92130

October 14, 2021

1.0 DETERMINATION

Based on the evaluation in Section 4.0 of this document, I find that all potentially significant effects have been avoided or mitigated according to the *Final Environmental Impact Report Paradise Knolls Specific Plan, State Clearinghouse No (SCH#) 2015051049, City of Jurupa Valley Specific Plan 1402, Master Application 14115*, adopted on April 21, 2016. Therefore, the Project is “within the scope” of the previously adopted CEQA document. According to PRC §21166 and CEQA Guidelines §15162, CEQA does not require the preparation of any further environmental review.



Signature

City of Jurupa Valley

Lead Agency

Joe Perez, Community Development Director

Printed Name/Title

October 14, 2021

Date

2.0 PREVIOUS ENVIRONMENTAL REVIEW DETERMINATION (PERD) DOCUMENT

Once an environmental impact determination under the California Environmental Quality Act (CEQA) has been approved or certified for a project, no further action is required unless further discretionary approval for that project is required. CEQA Guidelines §15162 *Subsequent EIRs and Negative Declarations*, allows a previously adopted EIR to be used as the environmental assessment for a project requiring further discretionary approval if it is determined that the Project currently under review does not propose substantial changes to the previously adopted or certified CEQA documentation that would:

- 1) Create one or more new significant impacts.
- 2) Create impacts that are more severe.
- 3) Require major revisions to the CEQA document.

This PERD has been prepared to determine if the Development Agreement Amendment request is within the scope of the analysis contained in the *Final Environmental Impact Report Paradise Knolls Specific Plan 1402, Master Application 14115*, adopted on April 21, 2016, and to ensure that the Project does not create new significant impacts or substantially increase the severity of previously analyzed impacts as compared to those identified previously.

The previously adopted Final Environmental Impact Report (SCH# 2015051049) is on file with the City of Jurupa Valley Planning Department, 8930 Limonite Avenue, Jurupa Valley, CA 92509, and is hereby incorporated by reference according to CEQA Guidelines Section 15150.

3.0 PROJECT DESCRIPTION

The developer is proposing an amendment to the Development Agreement to modify some of the required equestrian related improvements stipulated in the Development Agreement. Since such changes address actual improvements and not just time extensions, an amendment to the Development Agreement is required rather than an Operating Memorandum. An amendment to the Development Agreement requires that the Planning Commission conduct a public hearing and provide a recommendation to the City Council. The City Council, after conducting a public hearing, would take final action on an amendment.

Provided below is a description of the proposed changes in the Development Agreement:

Elimination of Certain Equestrian Improvements

Section 6.B of the Development Agreement requires that the developer complete various equestrian improvements. Although the developer would still be required to install equestrian trails along Downey Street and through a 15-acre green space along the Santa Ana River, the proposed amendment would eliminate the developer's obligation to provide the following:

- A boarding stable consisting of up to 175 equestrian stalls, including amenities such as exercise rings, caretaker's quarters and horse trailer parking;
- Two equestrian open-air riding arenas in the southeastern portion of the 15-acre open space area, located along the Santa Ana River; and
- An equestrian multi-purpose trail through the 15-acre open space area, located along the Santa Ana River.

Dedication of One (1) Acre Site to City

The proposed amendment would require the developer to dedicate a one (1) acre site to the City for recreational uses. This area would be in addition to the 15-acre open space area being dedicated to the City under the existing Development Agreement. The one (1) acre site would be located south of Planning Area 1, where Richmond American Homes is currently constructing 107 detached single-family homes.

The City would have the discretion to transfer the one (1) acre site to the Jurupa Area Recreation and Park District (JARPD) in order to be developed and maintained by the JARPD for recreational uses.

Community Benefit Payment

The proposed amendment would obligate the developer to make a \$600,000 Community Benefit Payment to the City. These funds would be paid by the issuance of the 108th building permit for the development and used by the City for park and open space improvements.

The Amendment to the Development Agreement does not propose to amend boundaries, change the number of lots, or propose to add any infrastructure or utilities that are different than the previously approved in the Specific Plan.

The Project site is located on Limonite Street, west of Downey Street and north of the Santa Ana River and is also identified by the following Assessor Parcel Numbers: 162-230-001, 002, 003, 005, 006: 162-240-005; and 162-220-011, 013.

4.0 ANALYSIS

Previously Identified Environmental Impacts

The adopted Final Environmental Impact Report (FEIR) determined that the previously approved Specific Plan would result in **less than significant** environmental impacts under the following issue areas: Agriculture and Forestry Resources, Biological Resources, Cultural Resources (archaeological and paleontological), Geology and Soils, Greenhouse Gas Emissions, Hazards (including Wildfire), Hydrology and Water Quality, Mineral Resources, Noise, Public Services, Recreation, and Utility and Service Systems.

The adopted FEIR determined that the development accommodated by the Specific Plan would result in **significant impacts after mitigation** to: Aesthetics, Air Quality, Land Use and Planning, Population and Housing, and Transportation and Traffic.

Current Environmental Impacts

When the Specific Plan was approved in 2016, the Project site was the site of the Paradise Knolls Golf Course. The Project site has been graded or is highly disturbed with single-family residential developments to the north and east, commercial/light industrial to the west, and the Santa Ana River to the South. As the site is in the process of constructing Phase 1 of the approved project the environmental impacts identified in 2016 remain the same.

Applicability of the 2016 Adopted FEIR

The Development Agreement Addendum, will not change the requirements of the adopted Mitigation Monitoring and Reporting Program (MMRP) adopted with the FEIR:

- **Plans, Policies, or Programs** – These include existing regulatory requirements such as plans, policies, or programs applied to the Project-based based on federal, state, or local law currently in place, which effectively reduce environmental impacts.
- **Mitigation Measures (MM)** – These measures include requirements that are imposed where the impact analysis determines that implementation of the proposed Project

would result in significant impacts; mitigation measures are proposed in accordance with the provisions of CEQA. The MMs are summarized below:

Section 4.1 Aesthetics:

4.1.6.1A *Prior to the issuance of any building permit for development under the Paradise Knolls Specific Plan, the developer shall provide a plot plan or site plan, landscaping plan, and visual rendering(s) that accurately illustrate the appearance of the proposed development. The renderings shall be sufficient to demonstrate that the proposed project is consistent with the design guidelines of the Paradise Knolls Specific Plan, City of Jurupa Valley General Plan, and Municipal Code as applicable. The location and number of view presentations shall be at the discretion of the City Planning Department.*

4.1.6.2A *The project developer shall develop a "Lighting Management Plan" (LMP) for approval of the City to minimize light intrusion into neighborhoods to the east and north of the project site.*

4.1.6.2B *As part of the project landscaping plan, the project developer shall provide massed plantings of trees of various types along the boundaries of the site to help reduce potential spillover of light and soften views onto the site from adjacent conservation areas*

Section 4.2 Agriculture and Forestry Resources:

4.2.6.1A *Prior to issuance of any discretionary permits for development within the Paradise Knolls Specific Plan property, the developer shall offer to dedicate a minimum of one acre of land within the Specific Plan to the City for "community farming" that will have full permanent public access and water supply.*

Section 4.3 Air Quality:

4.3.6.1A *The project shall require that the site preparation and grading contractors limit the daily disturbed area to 5 acres or less.*

4.3.6.1B *The project shall require that the construction contractor use construction equipment that have Tier 4 final engines, level 3 diesel particulate filters (DPF), with oxidation catalyst that impart a 20% reduction.*

4.3.6.2A *Prior to issuance of building permits, project plans shall demonstrate compliance with 2013 Title 24 Residential Standards, which are at least 25 percent more efficient than Title 24 Part 6 energy efficiency standards, and that it meets Green Building Code Standards.*

4.3.6.2B *Prior to issuance of building permits, project plans shall require all faucets, toilets, and showers utilize low-flow fixtures such that indoor water demand is reduced by 20 percent.*

4.3.6.2C *Prior to issuance of building permits, project plans shall require a water-efficient irrigation system be installed that reduces water demand by at least 6.1 percent.*

4.3.6.2D *Prior to issuance of building permits, project plans shall require that ENERGY STAR appliances be installed in new homes.*

4.3.6.2E Prior to issuance of occupancy permits, the developer shall demonstrate the project will implement a recycling program that reduces waste to landfills by a minimum of 50 percent and 75 percent by 2020.

4.3.6.2F Prior to issuance of building permits, project plans shall demonstrate that all lighting in proposed structures uses an average of 5 percent less energy than conventional lighting.

4.3.6.2G Prior to issuance of building permits, project landscaping plans shall indicate that at least 2 trees per residential unit are planted for each phase of development (project total minimum 1,300 trees).

4.3.6.2H Prior to issuance of occupancy permits for any commercial uses in Planning Area 3, the developer shall demonstrate that information on carpooling and other ridesharing programs has been provided to new owners/tenants and will be provided to new employees as they are hired by each individual owner/tenant.

Section 4.4 Biological Resources:

4.4.6.1A Prior to issuance of any building permits, project plans shall demonstrate that all night lighting in Planning Areas 4 and 5 is directed toward the ground or the interior of the project to protect wildlife from a significant increase in ambient lighting. The goal of this measure is to protect wildlife inhabiting and/or foraging along this reach of the Santa Ana River and the Pyrite Channel adjacent to the site so they will not be subject to direct night lighting sources.

4.4.6.1B Prior to issuance of any building permits, future development within Planning Areas 4 and 5 (i.e., those portions of the Specific Plan adjacent to the open space in Planning Area 6) shall demonstrate that exterior noise levels in the open space will not exceed the City's residential noise standards. The goal of this measure is to ensure that wildlife inhabiting and/or foraging along this reach of the Santa Ana River and Pyrite Channel will not be subject to noise that exceeds residential noise standards.

4.4.6.1C Prior to issuance of any building permits, landscaping plans shall demonstrate that invasive, non-native plant species shall not be used as landscaping materials on the site.

4.4.6.1D Prior to issuance of building permits for Planning Area 4, site plans for Planning Areas 4 and 6 (located adjacent to the Santa Ana River and Pyrite Channel) shall incorporate barriers to minimize unauthorized public access, domestic animal access/predation, illegal trespass, or dumping of wastes.

4.4.6.1E Prior to issuance of building permits or improvement plans for Planning Areas 4 or 6, manufactured slopes associated with proposed site development will not extend into the Santa Ana River or the Pyrite Channel, and onsite runoff will not drain directly into either natural watercourse.

4.4.6.1F Prior to issuance of any occupancy permits, per MSHCP Section 6.1.2, Protection of Species Associated with Riparian/Riverine Areas and Vernal Pools, if suitable habitat is present for least Bell's vireo, southwestern willow flycatcher, and/or western yellow-billed cuckoo and will be affected by the project, including any offsite equestrian facility, focused surveys shall be conducted

according to currently accepted protocols. If any of these species is determined to be present, per MSHCP Section 9 at least 90 percent of the occupied portions of the site that provide for the long-term conservation value for the identified species shall be conserved in a manner consistent with conservation of the species found to be present onsite. This would include 100 meters (300 feet) of undeveloped landscape adjacent to the conserved habitat. Although not stated in Section 9, if 90 percent cannot be conserved onsite, offsite mitigation that is biologically equivalent or superior would be required.

4.4.6.1G *A Section 7 consultation will be required if a USACE permit is required to authorize impacts to USACE jurisdictional waters. The project MSHCP Consistency Document incorrectly indicated that the project was not in designated USFWS critical habitat for federally listed species. However, PCR's analysis indicated that critical habitat for LBV and Santa Ana sucker occurs within the Santa Ana River, portions of which briefly transect the southeast corner of the project site but are completely avoided by the project. If the project requires issuance of a permit from a federal agency such as the USACE, a Section 7 Consultation pursuant to the Federal Endangered Species Act (FESA) may be required. If the project can avoid impacts to USACE waters and a USACE permit is therefore not required, FESA compliance, if necessary, would likely occur pursuant to the MSHCP (a USFWS Section 10a permit under FESA) in the event effects to LBV cannot be avoided. If the USACE determines, through a biological assessment or other review, that the issuance of a permit to is likely to adversely affect a listed species, the USACE will submit to the USFWS a request for formal consultation. During formal consultation, the USFWS and USACE share information about the proposed project and the species likely to be affected. Formal consultation may last up to 90 days, after which the USFWS will prepare a biological opinion on whether the proposed activity will jeopardize the continued existence of a listed species which generally requires a minimum of an additional 45 days to issue.*

4.4.6.2A *Pursuant to the Migratory Bird Treaty Act (MBTA) and the California Fish and Game Code (CFGC), site preparation activities (removal of trees and vegetation) shall be avoided during the nesting season of potentially occurring native and migratory bird species. The nesting season is January 15th through August 31st. Any construction activities that occur during the nesting season (February 15 to August 31 for songbirds; January 15 to August 31 for raptors) in the trees and shrubs will require that all potential habitat be thoroughly surveyed for the presence of nesting birds by a qualified biologist before commencement of clearing.*

4.4.6.2B *If it is determined that project-related grading or construction will affect nesting special status avian species, no grading or heavy equipment activity shall take place within the limits established in Mitigation Measure 4.4.6.1A until it has been determined by a qualified biologist that the nest/burrow is no longer active, and all juveniles have fledged the nest/burrow.*

4.4.6.2C *To ensure direct mortality of burrowing owls is avoided, a pre-construction survey will be conducted within 30 days prior to ground disturbance at the site. The pre-construction survey shall be prepared by a qualified biologist and submitted to the City. This survey shall be required and conducted no more than 30 days prior to initiation of ground-disturbing activities. If construction is to be initiated during the breeding season (February 1 through August 31) and burrowing owl is determined to occupy any portion of the study area during the 30-day pre-construction survey, consultation with the California Department of Fish and Wildlife (CDFW) and the U.S. Fish and Wildlife Service (USFWS) shall take place and no construction activity shall take place within 500*

feet of an active nest/burrow until it has been determined that the nest/burrow is no longer active and all juveniles have fledged the nest/burrow.

4.4.6.3A *Prior to the issuance of the first occupancy permit, the applicant shall demonstrate that 0.29 acres of Riparian/Riverine Area present onsite has been conserved in perpetuity by a qualified conservator such as the County of Riverside Regional Conservation Authority (RCA) or other approved conservation entity. This will mitigate for the loss of 0.145 acres (2:1 ratio) of such habitat to Pyrite Creek from project-related improvements along Limonite Avenue.*

4.4.6.3B *Prior to the issuance of the first occupancy permit, the applicant shall demonstrate that up to 5.555 acres of Riparian/Riverine Area present onsite has been conserved in perpetuity by a qualified conservator such as the County of Riverside Regional Conservation Authority (RCA) or other approved conservation entity. All Riparian/Riverine Areas located on the project site, including 3.195 acres of Southern Cottonwood/Willow Riparian Forest and 2.36 acres of the Santa Ana River will be avoided by the proposed project. The long-term preservation mechanism such as a restrictive covenant or conservation easement, shall include a restriction that access to these areas will not be allowed either by project residents or the general public.*

4.4.6.4A *Prior to the issuance of a grading permit, the project applicant shall obtain a Streambed Alteration Agreement under Section 1602 of the California Fish and Game Code from the California Department of Fish and Wildlife. The following shall be incorporated into the permitting, subject to approval by the regulatory agencies. Replacement and/or restoration of jurisdictional "waters of the State" within the Santa Ana River watershed at a ratio no less than 1:1 onsite or no less than 2:1 for permanent impacts. The applicant shall also restore any onsite or offsite temporary impact areas to pre-project conditions and revegetate where applicable. Offsite mitigation may occur on land acquired for the purpose of in perpetuity preservation, or through the purchase of mitigation credits at an agency-approved off-site mitigation bank or within an agency accepted off-site permittee-responsible mitigation area.*

4.4.6.6A *Prior to issuance of a grading permit, the developer shall provide a Tree Preservation and Relocation Plan prepared by a certified arborist to identify how and where the existing trees with the highest likelihood of survival shall be conserved onsite, either by preservation in place or relocation.*

4.4.6.6B *Prior to issuance of building permits for each phase or tract map, the developer shall demonstrate that existing trees outlined in the Tree Preservation and Relocation Plan (see Mitigation Measure 4.4.6.6A) have been either preserved in place or relocated within the phase or tract, as shown in the landscaping plan, to the extent practical.*

4.4.6.6C *Prior to issuance of the first occupancy permit, the developer shall demonstrate that the open space along the Santa Ana River (all of Planning Area 6 or PA-6) does not support Arundo donax. PA 6 will ultimately be maintained by the City of Jurupa Valley who will work to preclude the establishment of Arundo within PA-6. Arundo donax removal activities within the 3.75 acres of lands proposed for conservation by the project will occur at the discretion of the qualified conservation entity providing passive long-term management duties over those lands such as the RCA.*

Section 4.5 Cultural Resources:

4.5.6.1A *Prior to issuance of the first occupancy permit in Planning Area 1, the developer shall contribute up to \$3,000 toward the installation of a pedestal/plaque within the Open Space Recreation Area of Planning Area 6, documenting the former location of the Paradise Knolls Golf Course.*

4.5.6.2A *Prior to the issuance of a grading permit, the Project Applicant shall provide evidence to the City of Jurupa Valley that a Cultural Resources Monitoring Agreement.*

4.5.6.2B *Native American representative(s), Project Archaeologist, and the Tribal representative(s) shall be allowed to monitor and have received a minimum of 30 days advance notice of all mass grading and trenching activities.*

4.5.6.2C *Cultural Resources Treatment Plan, if a significant archaeological resource(s) is discovered on the property, ground disturbing activities shall be suspended 100 feet around the resource(s). The archaeological monitor and representatives of the appropriate Native American Tribe(s), the Project Applicant, and the City Planning Department shall confer regarding mitigation of the discovered resource(s). A treatment plan and/or preservation plan shall be prepared and by the archaeological monitor and reviewed by representatives of the appropriate Native American Tribe(s), the Project Applicant, and the City Planning Department and implemented by the archaeologist to protect the identified archaeological resource(s) from damage and destruction.*

4.5.6.2D *Prior to grading permit issuance, the City shall verify that the following note is included on the Grading Plan: "If any suspected archaeological resources are discovered during ground-disturbing activities and the archaeological monitor or Tribal representatives are not present, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call the project archaeologist and the Tribal representatives to the site to assess the significance of the find."*

4.5.6.3A *Excavation of areas identified as likely to contain palaeontologic resources, such as any undisturbed subsurface Pleistocene sediments, will be monitored by a qualified paleontological monitor.*

Section 4.6 Geology and Soils:

4.6.6.1A *The developer shall follow the recommendations of the geotechnical assessment conducted by Leighton and Associates, Inc.*

4.6.6.2A *If wet soils are encountered during grading, the developer shall use the stabilization measures suggested in the geotechnical report.*

4.6.6.2B *Prior to issuance of building permits and placement of underground utilities within the project, the developer shall consult with a corrosion engineer.*

Section 4.8 Hazards and Hazardous Materials:

4.8.6.1A *Prior to issuance of a grading permit and during demolition of the maintenance office building, an excavation approximately five feet wide and approximately one foot deep shall be*

performed along the north and west sides of the structure to remove organochlorine pesticide affected soils.

4.8.6.1B *Prior to construction, oil affected soil beneath the stained area in Planning Area 4 shall be excavated to a depth of one foot and disposed of in accordance with applicable regulations.*

4.8.6.1C *Prior to issuance of a grading permit, a qualified professional shall be retained to observe remediation activities on identified features of concern or areas of possible contamination such as, but not limited to, the presence of underground facilities, buried debris, waste drums, tanks, soil staining, or odorous soils. Further investigation and analysis may be necessary should such.*

4.8.6.1D *If any areas of contaminated soil or other suspected hazardous materials are found during grading, work shall be halted in that area until a qualified hazmat professional can be retained to evaluate the find and determine the most appropriate remediation and disposal of any hazardous materials.*

Section 4.9 Hydrology and Water Quality:

4.9.6.1A *The Home Owners Association (HOA) and all property owners shall be responsible to maintain all onsite water quality basins according to requirements in the guidance Water Quality Management Plan*

4.9.6.1B *If a sewage pumping plant (lift station) is constructed in the alternate location shown in Specific Plan Figure II-7, a shallow basin shall be graded or otherwise created in the open space area (i.e., in Planning Area 6) south of the lift station to temporarily store overflow waste water in the event of a catastrophic failure of the lift station.*

4.9.6.1C *Prior to construction of any project-related equestrian facilities, either onsite or off-site, and any Low-Density Residential Lots in Planning Area 4 along Pyrite Creek, the applicant shall prepare an Equestrian Water Pollution Control Plan and have it approved by the City.*

4.9.6.1D *Prior to the issuance of any discretionary permit, the developer shall demonstrate to the City that locally derived groundwater from onsite wells will NOT be used on the project site, including for potable purposes, for irrigating any landscaped areas, or for irrigating any open space areas where human contact with groundwater may occur.*

Section 4.12 Noise:

4.12.6.1A *Prior to issuance of a grading permit, the applicant shall submit a Construction Noise Reduction Plan (CNRP) to the City for review and approval. The CNRP shall show how construction noise impacts will be limited near occupied residential dwellings.*

4.12.6.1B *The project developer shall post a notice at the project entrance at Limonite Avenue that is clearly visible to area residents. The notice shall give the name and telephone number of the construction superintendent or other responsible person to whom residents can report excessive noise or other nuisance conditions on the project construction site.*

4.12.6.2A *Prior to issuance of building permit for each phase of development, the developer shall submit final acoustical studies based on actual building design and placement. The supplemental studies shall identify required wall weight and placement of noise control barrier (soundwall) along Limonite Avenue to ensure compliance to the City's noise standards.*

4.12.6.2B *Prior to the issuance of any occupancy permits for commercial retail uses in Planning Area 3, and during operation of all commercial uses within Planning Area 3, the developer shall demonstrate that commercial truck delivery hours are limited to those outlined in the City Noise Ordinance by the plan indicated or actual placement of signs in all loading areas.*

4.12.6.2C *Prior to the approval of a site plan for any commercial retail uses in Planning Area 3, the developer shall demonstrate that all loading and shipping facilities which abut residential parcels (Planning Areas 1 and 2) shall be located and designed to minimize the potential noise impacts upon the adjacent residential parcels.*

4.12.6.2D *Prior to the approval of a site plan for any commercial retail uses in Planning Area 3, the developer shall submit documentation that the commercial uses will not transmit excessive and unacceptable noise levels between individual tenants and businesses in commercial structures and between individual dwelling units in adjacent multi-family residential structures (Planning Areas 1 and 2).*

Section 4.16 Transportation and Traffic:

4.16.6.2A *Prior to the issuance of the first occupancy permit, the project developer shall install the intersection improvements per the FEIR.*

4.16.6.2B *Prior to issuance of the first occupancy permit for each phase of the project, onsite improvements are required and shall be installed to the satisfaction of the City Engineer per the FEIR.*

4.16.6.2C *Prior to issuance of the first occupancy permit for each tract within the Specific Plan, development shall provide adequate and safe sight distances at each project access and intersection within the project.*

4.16.6.3A *Prior to the issuance of the first occupancy permit, the project developer shall install the following intersection improvements to the satisfaction of the City Engineer per the FEIR.*

4.16.6.3B *Prior to the issuance of the first residential or commercial occupancy permit, whichever occurs first, the applicant shall make a fair-share contribution toward the cost of the traffic improvements per the FEIR.*

4.16.6.4A *Prior to the issuance of the first residential or commercial occupancy permit, whichever is first, the developer shall make a fairshare contribution toward installation of the cumulative traffic improvements identified in the FEIR.*

Section 4.17 Utilities and Service Systems:

4.17.1.6.1A *Prior to issuance of building permits, project landscaping, irrigation, and building plans shall demonstrate the project achieves at least a 28 percent reduction in water use over “business as usual” conditions, consistent with State-mandated water conservation goals, in consultation with the Jurupa Community Service District.*

4.17.1.6.1B *Prior to issuance of the first building permit for any portion of project development that is located outside of Jurupa Community Services District's boundary, the area shall be annexed into the Jurupa Community Services District for the purpose of water and sewer service.*

END