

Exempt from Filing Fees pursuant to  
Government Code section 6103

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

FEB 14 2013

G. Reyes

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

**CENTER FOR COMMUNITY ACTION  
AND ENVIRONMENTAL JUSTICE, a not-  
for-profit corporation,**

Petitioner,

v.

**COUNTY OF RIVERSIDE; CITY OF  
JURUPA VALLEY; and DOES 1 through  
10, inclusive,**

Respondents,

**INVESTMENT BUILDING GROUP, a  
corporation; OBAYASHI  
CORPORATION, a corporation; DENNIS  
ROY ARCHITECT, INC., doing business as  
RGA OFFICE OF ARCHITECTURAL  
DESIGN, a corporation; O C REAL  
ESTATE MANAGEMENT, LLC, a limited  
liability corporation; SP4 DULLES LP, a  
limited partnership; and DOES 11 through  
20, inclusive,**

Real Parties in Interest,

**PEOPLE OF THE STATE OF  
CALIFORNIA, ex rel. Kamala D. Harris,  
Attorney General,**

Intervenor/Petitioner.

Case No. RIC1112063

**[REDACTED] CONSENT JUDGMENT**

(Code Civ. Proc., § 664.6)

**Judge: Honorable Sharon Waters  
Dept: 1  
Action Filed: July 19, 2011**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

**CENTER FOR COMMUNITY ACTION  
AND ENVIRONMENTAL JUSTICE, a not-  
for-profit corporation,**  
  
Petitioner,  
  
v.  
  
**COUNTY OF RIVERSIDE; CITY OF  
JURUPA VALLEY; and DOES 1 through  
10, inclusive,**  
  
Respondents,  
  
**INVESTMENT BUILDING GROUP, a  
corporation; OBAYASHI  
CORPORATION, a corporation; DENNIS  
ROY ARCHITECT, INC., doing business as  
RGA OFFICE OF ARCHITECTURAL  
DESIGN, a corporation; O C REAL  
ESTATE MANAGEMENT, LLC, a limited  
liability corporation; SP4 DULLES LP, a  
limited partnership; and DOES 11 through  
20, inclusive,**  
  
Real Parties in Interest,

Case No. RIC1112063  
**[PROPOSED] CONSENT JUDGMENT**

(Code Civ. Proc., § 664.6)  
  
Judge: Honorable Sharon Waters  
Dept: 10  
Action Filed: July 19, 2011  
Trial Date:

**CONFIDENTIAL – SETTLEMENT  
DOCUMENT**

**PEOPLE OF THE STATE OF  
CALIFORNIA, ex rel. Kamala D. Harris,  
Attorney General,**  
  
Intervenor/Petitioner.

1 This Consent Judgment and Stipulation for Entry of Final Judgment (“Consent Judgment”)  
2 is hereby stipulated and agreed to by, between, and among the County of Riverside (“County”),  
3 the City of Jurupa Valley (“City”), Obayashi Corporation, SP4 Dulles LP, and Investment  
4 Building Group as the general partner for the property owner 54 DeForest Partnership L.P.  
5 (collectively, “the Real Parties,” or “RPIs”), the Center for Community Action and  
6 Environmental Justice (“CCA EJ”), and the People of the State of California ex rel. Kamala D.  
7 Harris, Attorney General, (“People”) (each of whom shall be referred to individually as a “Party”  
8 or collectively as the “Parties”) to resolve all claims and actions raised in the above-captioned  
9 litigation, *Center for Community Action and Environmental Justice at el. v. County of Riverside et*  
10 *al.*, Riverside County Superior Court Case No. RIC1112063 (the “Litigation”), as follows:

11 **I. RECITALS**

12 **A.** On or about June 14, 2011, the County approved the Real Parties’ proposed  
13 development of Plot Plan Nos. 16979, 17788, 18875, 18876, 18877, and 18879 on 65.05 gross  
14 (60.37 net) acres with a total building area of 1,134,268 square feet (“The Project”). The  
15 County’s Project approvals included the adoption of Resolution Nos. 2011-170 and 2011-171, the  
16 certification of Environmental Impact Report (“EIR”) No. 450, and the adoption of the Mitigation  
17 Monitoring and Reporting Plan.

18 **B.** On or about July 19, 2011, CCA EJ filed a Petition for Writ of Mandate and  
19 Petition for Injunctive Relief against the County, City, and Real Parties asserting alleged  
20 violations of California Environmental Quality Act (“CEQA”) and Government Code section  
21 11135 related to the County’s approvals of the Project and certification of the EIR.

22 **C.** On or about October 5, 2011, the People filed a Complaint in Intervention and  
23 Petition for Writ of Mandate against the County, City, and Real Parties asserting alleged  
24 violations of CEQA related to the Project.

25 **D.** The Parties agree that this Consent Judgment is a full and complete resolution of  
26 all claims that have been asserted in the Litigation, and further that the Parties covenant not to sue  
27 on certain other claims set out in paragraphs 4, 8, 11, and 12 of this Consent Judgment.

28

1           **E.**       The Parties agree that this Consent Judgment is entered into with the goal of  
2 achieving global settlement of any and all claims in the Litigation.

3           **II.     JURISDICTION**

4           The Parties agree that the Superior Court of California, County of Riverside has subject  
5 matter jurisdiction over the matters alleged in this Litigation and personal jurisdiction over the  
6 Parties to this Consent Judgment.

7           **III.    TERMS**

8           **NOW THEREFORE**, in consideration of the mutual covenants, agreements,  
9 representations, and warranties contained in this Consent Judgment, and other good and valuable  
10 consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby  
11 stipulate and agree to entry of this Consent Judgment, and agree to the terms as set forth below.

12           **A.     Exhibit “A”.**

13           1.       All Parties agree to comply with the terms set forth in Exhibit “A” and  
14 accompanying Attachments, attached hereto and incorporated herein by reference.

15           **B.     The City’s Obligations.**

16           2.       The City’s execution of this Consent Judgment shall constitute final approval of  
17 any and all additional Project mitigation measures or Project features described in Exhibit “A”  
18 and accompanying attachments of this Consent Judgment. The Project approvals previously  
19 issued on or about June 14, 2011, shall be fully and finally effective on the date the Consent  
20 Judgment is entered by the Court, subject to the conditions of approval and mitigation measures  
21 set forth in this Consent Judgment or previously required.

22           3.       The City further agrees that, in calculating the expiration date for any and all  
23 Project approvals under the Project Condition of Approvals, the Subdivision Map Act, or other  
24 laws, the expiration date for those Project approvals shall not include the period of time during  
25 which this Litigation was pending. All applicable time periods associated with the Project  
26 approvals shall be stayed and extended for a time period commencing with the date the Petition in  
27 this Litigation was filed in the Superior Court for Riverside County and ending on the date the  
28 Consent Judgment is entered by the Court.

1           4.       City’s Covenant Not to Sue. The City covenants not to pursue any civil or  
2 administrative claims against the People or against any agency of the State of California arising  
3 out of or related to the Litigation.

4           **C.       Real Parties’ Obligations.**

5           5.       Without admitting any liability, and in consideration of the terms of the Consent  
6 Judgment, as a compromise and settlement only, and as full and final settlement of all outstanding  
7 claims for attorneys’ and consultants’ fees and costs of suit related to the Litigation, Real Parties  
8 agree to make three payments, as described in the following paragraphs.

9           6.       Real Parties agree to pay the sum of \$103,000 to CCAEJ (the “Settlement Payment  
10 1”). The Settlement Payment 1 will be in the form of a check made payable to “Johnson &  
11 Sedlack Client Trust Account” to be delivered to CCAEJ’s counsel, Ray Johnson, within five (5)  
12 business days after the entry of this Consent Judgment. Except as set forth in this Paragraph,  
13 CCAEJ and their legal counsel specifically waive any right and/or claim to any additional  
14 attorneys’ fees, costs, and/or consultant fees related to this Litigation and/or the Project.

15           7.       Real Parties shall pay to the City the actual attorney fees and litigation expenses  
16 incurred by the City in this Litigation, not to exceed Fifty Thousand Dollars (\$50,000). Upon the  
17 execution of this Consent Judgment by the Parties, the City shall notify the Real Parties of the  
18 total amount of its attorney fees and litigation expenses and the Real Parties shall pay said amount  
19 to the City within thirty (30) days of the date of entry of this Consent Judgment via check made  
20 out to City of Jurupa Valley.

21           8.       Real Parties’ Covenant Not to Sue. The Real Parties, and each of them, covenant  
22 not to pursue any civil or administrative claims against the People or against any agency of the  
23 State of California arising out of or related to the Litigation.

24           9.       Timing of Payments Required by Exhibit “A”. Within thirty (30) days of the entry  
25 of this Consent Judgment, Real Parties shall establish an escrow account with First American, the  
26 purpose of which shall be to hold in escrow the monetary sums set forth in Exhibit “A” that  
27 require Real Parties to make a monetary payment to the City. City shall maintain, including all  
28 administrative costs, the escrow account once established. These monetary sums shall be

1 deposited by the Real Parties in such a manner as to ensure release of those sums to the City as  
2 follows:

- 3 a. \$30,000 shall be released to the City in satisfaction of the Real Parties'  
4 obligation under the "Anti-Idling Enforcement" term within thirty (30)  
5 days of the entry of this Consent Judgment.
- 6 b. \$20,000 shall be released to the City in satisfaction of the Real Parties'  
7 obligation under the "Restricted Truck Route" term following the City's  
8 execution of a contract with a consultant retained to study and prepare  
9 environmental documentation of the restricted truck route and within ten  
10 (10) days of the city provision of written notice to the Real Parties of same.
- 11 c. \$20,000 shall be released to the City in satisfaction of the Real Parties'  
12 obligation under the "EJ Element in General Plan" term within twelve (12)  
13 months of the entry of this Consent Judgment or within two (2) weeks of  
14 the City's issuance of its Notice of Preparation or Notice of Intent prepare a  
15 CEQA document for its General Plan or an amendment to its General Plan  
16 that includes an EJ Element, whichever is sooner.

17 **D. CCA EJ's and People's Obligations.**

18 10. Duty Not to Object or Disrupt Process for Project Approval. CCAEJ, and each of  
19 their individual members have represented to all other Parties that they support this Consent  
20 Judgment and the Project with the conditions imposed by this Consent Judgment. CCAEJ, on  
21 behalf of itself, its current and future members, agents, successors, assigns, designees, affiliates,  
22 and officers, will not directly or indirectly object, oppose, delay, frustrate, or disrupt the full and  
23 complete approval of the Project – including the issuance of any grading permit, building permits,  
24 certificates of occupancy, or any other permits necessary for the implementation of the Project –  
25 subject to the terms and conditions of this Consent Judgment, nor will they directly or indirectly  
26 encourage or fund others to undertake those actions. CCAEJ, on behalf of itself, its current and  
27 future members, agents, successors, assigns, designees, affiliates, and officers, further agree that  
28

1 they will not submit or provide verbal or written comments to any decision-making body or  
2 public agency, or any other public agency that must issue a Project approval, that are critical of  
3 the Project or are intended to object to or oppose the full and complete approval of the Project,  
4 subject to the terms and conditions of this Consent Judgment. Further, CCAEJ, on behalf of itself,  
5 its current and future members, agents, successors, assigns, designees, affiliates, and officers,  
6 further agree that they will not directly or indirectly encourage or fund others to undertake the  
7 aforementioned actions.

8 11. CCAIEJ's Covenant Not to Sue. CCAIEJ, for itself and its current and future  
9 members, agents, successors, assigns, designees, affiliates, and officers, agree not to initiate,  
10 commence, or participate in any administrative appeal or lawsuit against the County, the City, the  
11 Real Parties, or any other public or private entity or the members, affiliates, partners, employees,  
12 or officers thereof relating to the Project's environmental review or approval – whether under  
13 CEQA, land use, or any other laws – except to enforce the terms of this Consent Judgment.  
14 CCAIEJ, for itself and its current and future members, employees, agents, successors, assigns,  
15 designees, affiliates, and officers, shall not sue (i.e., initiate, commence, or participate in any  
16 administrative appeal or lawsuit) to invalidate the Project and the use or modification of the  
17 Project including, but not limited to, any approvals needed for the development of any phase of  
18 the Project, as long as the development or use is consistent with the terms of this Consent  
19 Judgment. CCAIEJ, for itself and its current and future members, employees, agents, successors,  
20 assigns, designees, affiliates, and officers, further agree not to directly or indirectly encourage or  
21 fund others to undertake any of the actions described in this paragraph. The CCAIEJ specifically  
22 retains, however, the right to assert a claim, demand or cause of action challenging any failure by  
23 the County, the City, or Real Parties to comply with this Consent Judgment.

24 12. People's Covenant Not to Sue. The People agree not to initiate, commence, or  
25 participate in any administrative appeal or lawsuit against the City, the Real Parties, or the  
26 members, affiliates, partners, employees, or officers thereof for: (a) the claims that were raised in  
27 the Litigation; and (b) other CEQA claims that could have been asserted by the People based  
28 upon the acts, omissions, and/or events that are alleged in the People's Complaint in Intervention

1 or that relate to the County’s Project approvals issued on or about June 14, 2011. The People  
2 specifically retain, however, the right to assert a claim, demand or cause of action challenging any  
3 failure by the County, the City, or Real Parties to comply with this Consent Judgment. Except as  
4 expressly provided herein, nothing in this Consent Judgment is intended nor shall be construed to  
5 limit the People from taking appropriate enforcement actions or otherwise exercising their  
6 authority under any law. Further, nothing in this Consent Judgment is intended nor shall be  
7 construed to limit the People from taking any action related to any future proposed project,  
8 including any future project that may be related to this Project.

9 13. CCAEJ will not publish or cause to be published any press release or other written  
10 public disclosure (“Release”) concerning this Consent Judgment or the settlement of the  
11 Litigation without first providing the proposed Release to the Real Parties for review and  
12 comment. Real Parties shall be provided 48-hours in which to review and provide any comments  
13 or requested edits to CCAEJ concerning the Release. CCAEJ agrees to consider any comments  
14 or requested edits in good faith prior to finalizing and/or issuing the Release.

15 **E. General Terms.**

16 14. Entry of Judgment. The Parties jointly request that the Court enter this Consent  
17 Judgment as a final judgment in the above-captioned action.

18 15. Retention of Jurisdiction. Pursuant to section 664.6 of the Code of Civil  
19 Procedure, the Parties request that the Court shall retain continuing jurisdiction over this matter  
20 and the Parties for the purpose of interpreting and enforcing the terms of this Consent Judgment.

21 16. Limits. This Consent Judgment shall not be construed as creating any right or  
22 benefit, substantive or procedural, enforceable at law or in equity, by any Party against the City,  
23 the County, or any of their governmental agencies, departments, political subdivisions or any  
24 other public entities other than those set forth herein.

25 17. Notices. Any notice, request, or communication required to be given to the Parties  
26 under this Consent Judgment shall be given in writing and shall be personally delivered or mailed  
27 by prepaid registered or certified mail to the addresses below:

28



<p>1 2 3 County of Riverside 4 5</p>	<p>Pamela J. Walls Michelle Clack Office of Riverside County Counsel 3960 Orange Street, Suite 500 Riverside, CA 92501 (951) 955-6300/Telephone (951) 955-6363/Facsimile</p>
<p>6 7 8 City of Jurupa Valley 9 10</p>	<p>Peter M. Thorson Ginetta L. Giovinco Richards, Watson &amp; Gershon PC 355 South Grand Avenue, 40th Floor Los Angeles, California 90071-3101 (213) 626-8484/Telephone (213) 626-0078/Facsimile</p>
<p>11 12 Obayashi Corporation, SP4 Dulles LP, and 13 Investment Building Group (as the general partner 14 for the property owner 54 DeForest Partnership 15 L.P.) 16 17 18 19</p>	<p>Michelle Ouellette Best Best &amp; Krieger LLP P. O. Box 1028 Riverside, CA 92502 (951) 686-1450 Telephone (951) 686-3083/Facsimile  and  SP4 Dulles LP c/o Brent Steele, Director CBRE Global Investors, LLC 515 S. Flower Street, Ste. 3100 Los Angeles, CA 90071</p>
<p>20 21 22 Center for Community Action and Environmental 23 Justice 24 25</p>	<p>Raymond W. Johnson Abigail A. Broedling Kimberley Foy Johnson &amp; Sedlack 26785 Camino Seco Temecula, CA 92590 (951) 506-9925/Telephone (951) 506-9725/Facsimile</p>
<p>26 27 28</p>	<p>Sarah E. Morrison Deputy Attorney General Office of the California Attorney General</p>

Office of the California Attorney General	300 S. Spring Street, Suite 1702 Los Angeles, CA 90013 (213) 897-2640/Telephone (213) 897-2802/Facsimile
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18. Entire Agreement. The Parties acknowledge that this Consent Judgment is signed and executed without reliance upon any actual or implied promises, warranties or representations made by any of the Parties or by any representative of any of the Parties, other than those which are expressly contained within this Consent Judgment. This Consent Judgment, including the true and correct Recitals above, inclusive of all definitions contained therein, that are incorporated by reference herein as operative covenants and specifically relied upon by the Parties in executing this Consent Judgment, constitutes the entire agreement and understanding among and between the Parties and supersedes any and all other agreements whether oral or written between the Parties.

19. California Civil Code Section 1542. Upon the Effective Date of this Consent Judgment, as that term is defined below, each of the Parties has read and has otherwise been informed of the meaning of Section 1542 of the California Civil Code, and has consulted with its respective counsel, to the extent that any was desired, and understands the provisions of Section 1542. Each of the Parties, except for the People, hereby expressly waives the rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code, which provides:

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

\_\_\_\_\_  
County’s Initials

\_\_\_\_\_  
City’s Initials

\_\_\_\_\_  
Real Parties’ Initials

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CCA EJ Initials

1           20.    Amendments and Modifications. This Consent Judgment may only be amended or  
2 modified on a noticed motion by one of the Parties with subsequent approval by the Court, or  
3 upon written consent by all of the Parties and the subsequent approval of the Court.

4           21.    Settlement, No Admissions by Parties. Each of the Parties acknowledges that this  
5 Consent Judgment relates to the avoidance of litigation and the preclusion of actions described  
6 above. The Parties, therefore, agree that this Consent Judgment is not to be treated or construed,  
7 at any time or in any manner whatsoever, as an admission by any Party that any of the allegations  
8 in the Litigation has merit.

9           22.    Choice of Law and Choice of Forum. This Consent Judgment shall be deemed to  
10 have been executed and delivered within the State of California; the rights and obligations of the  
11 Parties hereunder shall be governed, construed and enforced in accordance with the laws of the  
12 State of California. The venue for any dispute arising from or related to this Consent Judgment,  
13 its performance, and its interpretation shall be the Superior Court of California, County of  
14 Riverside.

15           23.    Joint Preparation. This Consent Judgment has been jointly drafted. No  
16 presumptions or rules of interpretation based upon the identity of the party preparing or drafting  
17 the Consent Judgment, or any part thereof, shall be applicable or invoked.

18           24.    Damages. The Parties agree that the sole and exclusive remedy for breach of this  
19 Consent Judgment shall be an action for specific performance or injunction. In no event shall any  
20 Party be entitled to monetary damages for breach of this Consent Judgment.

21           25.    Enforcement of Consent Judgment. No action for breach of this Consent  
22 Judgment shall be brought or maintained until: (a) the non-breaching Party provides written  
23 notice to the breaching Party which explains with particularity the nature of the claimed breach,  
24 and (b) within thirty (30) days after receipt of said notice, the breaching Party fails to cure the  
25 claimed breach or, in the case of a claimed breach which cannot be reasonably remedied within a  
26 thirty (30) day period, the breaching Party fails to commence to cure the claimed breach within  
27 such thirty (30) day period, and thereafter diligently complete the activities reasonably necessary  
28 to remedy the claimed breach.

1           26.     City Attorneys' Fees. Separate and apart from the Parties' obligations as described  
2 herein, the Real Parties and their successors in interest separately agree to indemnify the City of  
3 Jurupa Valley and hold it harmless for any damages it may incur or attorney fees and litigation  
4 expenses it may incur arising from any action brought by the Petitioners, the People or persons  
5 other than the Real Parties to enforce the terms of this Consent Judgment or to otherwise  
6 challenge the Project. In the event such litigation is filed and served on the City, the City shall  
7 promptly notify the Real Parties and their successors in interest and Real Parties and their  
8 successors in interest shall deposit with the City an amount for attorneys fees as litigation  
9 expenses as estimated by the City Attorney for the City of Jurupa Valley, which deposit shall be  
10 replenished as necessary.

11           27.     Authorized Signatory. Each Party represents and warrants to each other Party that  
12 its signature to this Consent Judgment has the authority to legally bind the Party, and this Consent  
13 Judgment does in fact bind the Party.

14           28.     Parties Bound. This Consent Judgment shall apply to and be binding upon the  
15 Parties and each of them, and their officers, directors, agents, trustees, successors, and assigns.

16           29.     People Not Liable. The People or any agency of the State of California shall not  
17 be liable for any injury or damage to persons or property resulting from acts or omissions by the  
18 County, City, or Real Parties, or their directors, officers, employees, agents, representatives or  
19 contractors, in carrying out activities pursuant to this Consent Judgment, nor shall the People or  
20 any agency of the State of California be held as a party to or guarantor of any contract entered  
21 into by the County, City or Real Parties in carrying out the requirements of this Consent  
22 Judgment.

23           30.     Effective Date. This Consent Judgment is effective as of the date on which the  
24 Court enters this Consent Judgment on the Court's docket.

25           31.     Counterparts. This Consent Judgment may be executed in counterparts and when  
26 so executed by the Parties, shall become binding upon them and each such counterpart will be an  
27 original document.

28           32.     Costs and Attorneys' Fees. Except to the extent provided above, no party shall

1 claim costs or attorneys' fees from any other Party related to the Litigation. Further, each Party  
2 agrees that the terms of this Consent Judgment do not establish any Party as a "prevailing party"  
3 for purposes of claiming either costs or attorneys fees, and each Party specifically waives any  
4 other right that Party may have to seek costs or attorneys fees related to the Litigation.

5 **IT IS SO STIPULATED AND AGREED.**

6  
7 RESPONDENT COUNTY OF RIVERSIDE

8 Dated: \_\_\_\_\_  
9 \_\_\_\_\_  
10 for County of Riverside  
11 by \_\_\_\_\_

12 RESPONDENT CITY OF JURUPA VALLEY

13 Dated: \_\_\_\_\_  
14 \_\_\_\_\_  
15 Laura Roughton, Mayor, for City of Jurupa Valley

16 REAL PARTIES IN INTEREST

17  
18  
19 Dated: \_\_\_\_\_  
20 \_\_\_\_\_  
21 for Obayashi Corporation  
22 by \_\_\_\_\_

23 Dated: \_\_\_\_\_  
24 \_\_\_\_\_  
25 for Investment Building Group, as the general  
26 partner for 54 DeForest Partnership L.P.  
27 by \_\_\_\_\_

28 Dated: \_\_\_\_\_  
\_\_\_\_\_  
for SP4 Dulles LP  
by \_\_\_\_\_

1 PETITIONER CENTER FOR COMMUNITY ACTION  
2 AND ENVIRONMENTAL JUSTICE

3 Dated: \_\_\_\_\_  
4 \_\_\_\_\_  
5 for Center for Community Action and  
6 Environmental Justice  
7 by \_\_\_\_\_

8 INTERVENOR PEOPLE OF STATE OF CALIFORNIA

9 KAMALA D. HARRIS  
10 Attorney General of California

11 Dated: \_\_\_\_\_  
12 \_\_\_\_\_  
13 SARAH E. MORRISON  
14 Deputy Attorney General  
15 Attorneys for Intervenor People of the State of  
16 California, ex rel. Kamala D. Harris,  
17 Attorney General

18 **Approved as to form by:**

19 Dated: \_\_\_\_\_  
20 \_\_\_\_\_  
21 Pamela J. Walls, County Counsel  
22 for the County of Riverside

23 Dated: \_\_\_\_\_  
24 \_\_\_\_\_  
25 Peter M. Thorson, City Attorney  
26 for the City of Jurupa Valley

27 Dated: \_\_\_\_\_  
28 \_\_\_\_\_  
29 Michelle Ouellette, for Obayashi Corporation, SP4  
30 Dulles LP, and Investment Building Group (as the  
31 general partner for the property owner 54 DeForest  
32 Partnership L.P.)

33 Dated: \_\_\_\_\_  
34 \_\_\_\_\_  
35 Raymond W. Johnson, for Center for  
36 Community Action and Environmental Justice

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**IT IS SO ORDERED, ADJUDGED AND DECREED.**

Dated: \_\_\_\_\_


\_\_\_\_\_  
Honorable Judge Sharon Waters  
Judge of the Superior Court

1 claim costs or attorneys' fees from any other Party related to the Litigation. Further, each Party  
2 agrees that the terms of this Consent Judgment do not establish any Party as a "prevailing party"  
3 for purposes of claiming either costs or attorneys fees, and each Party specifically waives any  
4 other right that Party may have to seek costs or attorneys fees related to the Litigation.

5 **IT IS SO STIPULATED AND AGREED.**

6  
7 **RESPONDENT COUNTY OF RIVERSIDE**

8 Dated: 1/31/13

  
for County of Riverside

9 **ATTEST:**  
10 **KECIA HARPER-IHEM, Clerk**

11 By   
**DEPUTY**

by \_\_\_\_\_

12 **RESPONDENT CITY OF JURUPA VALLEY**

13 Dated: \_\_\_\_\_

\_\_\_\_\_  
Laura Roughton, Mayor, for City of Jurupa Valley

16 **REAL PARTIES IN INTEREST**

19 Dated: \_\_\_\_\_

\_\_\_\_\_  
for Obayashi Corporation

by \_\_\_\_\_

22 Dated: \_\_\_\_\_

\_\_\_\_\_  
for Investment Building Group, as the general  
partner for 54 DeForest Partnership L.P.

by \_\_\_\_\_

26 Dated: \_\_\_\_\_

\_\_\_\_\_  
for SP4 Dulles LP

by \_\_\_\_\_



1 claim costs or attorneys' fees from any other Party related to the Litigation. Further, each Party  
2 agrees that the terms of this Consent Judgment do not establish any Party as a "prevailing party"  
3 for purposes of claiming either costs or attorneys fees, and each Party specifically waives any  
4 other right that Party may have to seek costs or attorneys fees related to the Litigation.

5 **IT IS SO STIPULATED AND AGREED.**

6  
7 **RESPONDENT COUNTY OF RIVERSIDE**

8 Dated: \_\_\_\_\_  
9 \_\_\_\_\_  
10 for County of Riverside  
11 by \_\_\_\_\_

12 **RESPONDENT CITY OF JURUPA VALLEY**

13 Dated: \_\_\_\_\_  
14 \_\_\_\_\_  
15 Verne Lauritzen, Mayor, for City of Jurupa Valley

16 **REAL PARTIES IN INTEREST**

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19 Dated: \_\_\_\_\_  
20 \_\_\_\_\_  
21 for Obayashi Corporation  
22 by \_\_\_\_\_

23 Dated: \_\_\_\_\_  
24 \_\_\_\_\_  
25 for Investment Building Group, as the general  
26 partner for 54 DeForest Partnership L.P.

27 by \_\_\_\_\_

28 Dated: \_\_\_\_\_  
\_\_\_\_\_  
for SP4 Dulles LP  
by \_\_\_\_\_

1 claim costs or attorneys' fees from any other Party related to the Litigation. Further, each Party  
2 agrees that the terms of this Consent Judgment do not establish any Party as a "prevailing party"  
3 for purposes of claiming either costs or attorneys fees, and each Party specifically waives any  
4 other right that Party may have to seek costs or attorneys fees related to the Litigation.

5 **IT IS SO STIPULATED AND AGREED.**

6  
7 **RESPONDENT COUNTY OF RIVERSIDE**

8 Dated: \_\_\_\_\_  
9 \_\_\_\_\_  
10 for County of Riverside  
11 by \_\_\_\_\_

12 **RESPONDENT CITY OF JURUPA VALLEY**

13 Dated: \_\_\_\_\_  
14 \_\_\_\_\_  
15 Laura Roughton, Mayor, for City of Jurupa Valley

16 **REAL PARTIES IN INTEREST**

17  
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19 Dated: Jan. 16, 2013  
20 \_\_\_\_\_  
21 for Obayashi Corporation  
22 by Yoshiharu Nakamura, Executive Officer

23  
24 Dated: \_\_\_\_\_  
25 \_\_\_\_\_  
26 for Investment Building Group, as the general  
27 partner for 54 DeForest Partnership L.P.  
28 by \_\_\_\_\_

29  
30 Dated: \_\_\_\_\_  
31 \_\_\_\_\_  
32 for SP4 Dulles LP  
33 by \_\_\_\_\_

1 claim costs or attorneys' fees from any other Party related to the Litigation. Further, each Party  
2 agrees that the terms of this Consent Judgment do not establish any Party as a "prevailing party"  
3 for purposes of claiming either costs or attorneys fees, and each Party specifically waives any  
4 other right that Party may have to seek costs or attorneys fees related to the Litigation.

5 **IT IS SO STIPULATED AND AGREED.**

6  
7 **RESPONDENT COUNTY OF RIVERSIDE**

8 Dated: \_\_\_\_\_  
9 \_\_\_\_\_  
10 for County of Riverside  
11 by \_\_\_\_\_

12 **RESPONDENT CITY OF JURUPA VALLEY**

13 Dated: \_\_\_\_\_  
14 \_\_\_\_\_  
15 Laura Roughton, Mayor, for City of Jurupa Valley

16 **REAL PARTIES IN INTEREST**

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19 Dated: \_\_\_\_\_  
20 \_\_\_\_\_  
21 for Obayashi Corporation  
22 by \_\_\_\_\_

23 Dated: 1/3/13  
24 \_\_\_\_\_  
25 for Investment Building Group, as the general  
26 partner for 54 DeForest Partnership L.P.  
27 by JACK M. LANGSON, PRESIDENT

28 Dated: \_\_\_\_\_  
\_\_\_\_\_ for SP4 Dulles LP  
by \_\_\_\_\_

1 claim costs or attorneys' fees from any other Party related to the Litigation. Further, each Party  
2 agrees that the terms of this Consent Judgment do not establish any Party as a "prevailing party"  
3 for purposes of claiming either costs or attorneys fees, and each Party specifically waives any  
4 other right that Party may have to seek costs or attorneys fees related to the Litigation.

5 **IT IS SO STIPULATED AND AGREED.**

6

7 **RESPONDENT COUNTY OF RIVERSIDE**

8 Dated: \_\_\_\_\_  
9 \_\_\_\_\_  
10 for County of Riverside  
11 by \_\_\_\_\_

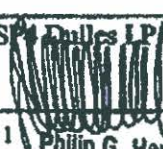

12 **RESPONDENT CITY OF JURUPA VALLEY**

13 Dated: \_\_\_\_\_  
14 \_\_\_\_\_  
15 Laura Roughton, Mayor, for City of Jurupa Valley

16 **REAL PARTIES IN INTEREST**

17  
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19 Dated: \_\_\_\_\_  
20 \_\_\_\_\_  
21 for Obayashi Corporation  
22 by \_\_\_\_\_

22 Dated: \_\_\_\_\_  
23 \_\_\_\_\_  
24 for Investment Building Group, as the general  
25 partner for 54 DeForest Partnership L.P.  
26 by \_\_\_\_\_

26 Dated: 1/9/13  
27 \_\_\_\_\_  
28 for SP4 Dulles I/P  
by    
11 Philip G. Hench Vice President  
John M. Gib Vice President

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PETITIONER CENTER FOR COMMUNITY ACTION  
AND ENVIRONMENTAL JUSTICE

Dated: Jan. 10, 2013

Penny J. Newman  
for Center for Community Action and  
Environmental Justice  
by Penny J. Newman, Ex. Dir.

INTERVENOR PEOPLE OF STATE OF CALIFORNIA

KAMALA D. HARRIS  
Attorney General of California

Dated: \_\_\_\_\_

\_\_\_\_\_  
SARAH E. MORRISON  
Deputy Attorney General

Attorneys for Intervenor People of the State of  
California, ex rel. Kamala D. Harris,  
Attorney General

Approved as to form by:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Pamela J. Walls, County Counsel  
for the County of Riverside

Dated: \_\_\_\_\_

\_\_\_\_\_  
Peter M. Thorson, City Attorney  
for the City of Jurupa Valley

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michelle Ouellette, for Obayashi Corporation, SP4  
Dulles LP, and Investment Building Group (as the  
general partner for the property owner 54 DeForest  
Partnership L.P.)

Dated: Jan 10, 2013

Raymond W. Johnson  
Raymond W. Johnson, for Center for  
Community Action and Environmental Justice

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PETITIONER CENTER FOR COMMUNITY ACTION  
AND ENVIRONMENTAL JUSTICE

Dated: \_\_\_\_\_

\_\_\_\_\_  
for Center for Community Action and  
Environmental Justice  
by \_\_\_\_\_

INTERVENOR PEOPLE OF STATE OF CALIFORNIA

KAMALA D. HARRIS  
Attorney General of California

Dated: 1/2/13

  
\_\_\_\_\_  
SARAH E. MORRISON  
Deputy Attorney General

Attorneys for Intervenor People of the State of  
California, ex rel. Kamala D. Harris,  
Attorney General

**Approved as to form by:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Pamela J. Walls, County Counsel  
for the County of Riverside

Dated: \_\_\_\_\_

\_\_\_\_\_  
Peter M. Thorson, City Attorney  
for the City of Jurupa Valley

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michelle Ouellette, for Obayashi Corporation, SP4  
Dulles LP, and Investment Building Group (as the  
general partner for the property owner 54 DeForest  
Partnership L.P.)

Dated: \_\_\_\_\_

\_\_\_\_\_  
Raymond W. Johnson, for Center for  
Community Action and Environmental Justice

1 PETITIONER CENTER FOR COMMUNITY ACTION  
2 AND ENVIRONMENTAL JUSTICE

3 Dated: \_\_\_\_\_

\_\_\_\_\_ for Center for Community Action and  
4 Environmental Justice  
5 by \_\_\_\_\_

6 INTERVENOR PEOPLE OF STATE OF CALIFORNIA

7  
8 KAMALA D. HARRIS  
Attorney General of California


9  
10 Dated: \_\_\_\_\_

\_\_\_\_\_ SARAH E. MORRISON  
11 Deputy Attorney General

12 Attorneys for Intervenor People of the State of  
13 California, ex rel. Kamala D. Harris,  
Attorney General

14  
15 **Approved as to form by:**

16 Dated: 1/30/13

17   
Pamela J. Walls, County Counsel  
for the County of Riverside

18 Michelle Clack *Deputy County Counsel*

19  
20 Dated: \_\_\_\_\_

\_\_\_\_\_ Peter M. Thorson, City Attorney  
21 for the City of Jurupa Valley

22  
23 Dated: \_\_\_\_\_

\_\_\_\_\_ Michelle Ouellette, for Obayashi Corporation, SP4  
24 Dulles LP, and Investment Building Group (as the  
25 general partner for the property owner 54 DeForest  
Partnership L.P.)

26  
27 Dated: \_\_\_\_\_

\_\_\_\_\_ Raymond W. Johnson, for Center for  
28 Community Action and Environmental Justice

1 PETITIONER CENTER FOR COMMUNITY ACTION  
2 AND ENVIRONMENTAL JUSTICE

3 Dated: \_\_\_\_\_

\_\_\_\_\_ for Center for Community Action and  
4 Environmental Justice  
5 by \_\_\_\_\_

6  
7 INTERVENOR PEOPLE OF STATE OF CALIFORNIA

8 KAMALA D. HARRIS  
9 Attorney General of California

10 Dated: \_\_\_\_\_

\_\_\_\_\_ SARAH E. MORRISON  
11 Deputy Attorney General

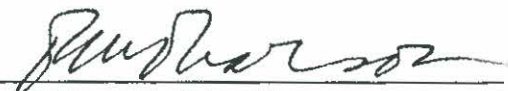
12 Attorneys for Intervenor People of the State of  
13 California, ex rel. Kamala D. Harris,  
14 Attorney General

15 **Approved as to form by:**

16 Dated: \_\_\_\_\_

\_\_\_\_\_ Pamela J. Walls, County Counsel  
17 for the County of Riverside

18  
19  
20 Dated: January 17, 2013

\_\_\_\_\_   
21 Peter M. Thorson, City Attorney  
22 for the City of Jurupa Valley

23 Dated: \_\_\_\_\_

\_\_\_\_\_ Michelle Ouellette, for Obayashi Corporation, SP4  
24 Dulles LP, and Investment Building Group (as the  
25 general partner for the property owner 54 DeForest  
26 Partnership L.P.)

27 Dated: \_\_\_\_\_

\_\_\_\_\_ Raymond W. Johnson, for Center for  
28 Community Action and Environmental Justice



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PETITIONER CENTER FOR COMMUNITY ACTION  
AND ENVIRONMENTAL JUSTICE

Dated: \_\_\_\_\_  
for Center for Community Action and  
Environmental Justice  
by \_\_\_\_\_

INTERVENOR PEOPLE OF STATE OF CALIFORNIA

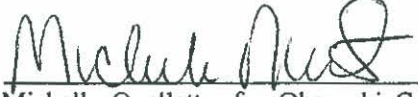
KAMALA D. HARRIS  
Attorney General of California

Dated: \_\_\_\_\_  
SARAH E. MORRISON  
Deputy Attorney General  
  
Attorneys for Intervenor People of the State of  
California, ex rel. Kamala D. Harris,  
Attorney General

Approved as to form by:

Dated: \_\_\_\_\_  
Pamela J. Walls, County Counsel  
for the County of Riverside

Dated: \_\_\_\_\_  
Peter M. Thorson, City Attorney  
for the City of Jurupa Valley

Dated: January 17, 2013   
Michelle Ouellette, for Obayashi Corporation, SP4  
Dulles LP, and Investment Building Group (as the  
general partner for the property owner 54 DeForest  
Partnership L.P.)

Dated: \_\_\_\_\_  
Raymond W. Johnson, for Center for  
Community Action and Environmental Justice

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**IT IS SO ORDERED, ADJUDGED AND DECREED.**

Dated: FEB 14 2013

**Daniel A. Ottolia**  
\_\_\_\_\_  
Honorable Judge ~~Stanton~~  
Judge of the Superior Court

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## EXHIBIT A

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

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

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

1       **3.     Restricted Truck Route:** Within fifteen (15) months of the entry of the Consent  
2 Judgment, the City agrees to use its best efforts to conduct proceedings for the adoption  
3 of an ordinance restricting trucks with gross vehicle weight rating (“GVWR”) over  
4 16,000 lbs. from accessing the portion of Etiwanda Avenue adjacent to Mira Loma  
5 Village (between the 60 Freeway and Hopkins Street). The restricted truck route  
6 ordinance proceedings shall comply with the California Environmental Quality Act  
7 (CEQA), and may include a study to determine if there are potential alternate routes for  
8 trucks with GVWR over 16,000 lbs on roadways other than Etiwanda Avenue described  
9 above. In the event that the City does not adopt a restricted truck route ordinance within  
10 two years of the entry of the Consent Judgment, then the RPIs agree that a new condition  
11 of approval will apply to the Project. That new condition shall require that the  
12 developers/owners of the Project request of all initial tenants, in writing, that any trucks  
13 accessing the Project site with GVWR over 16,000 lbs. owned or operated by tenants of  
14 the Project buildings avoid traveling on the portion of Etiwanda Avenue adjacent to Mira  
15 Loma Village (between the 60 Freeway and Hopkins Street).

16       The Parties understand and agree that, in the context of the City’s processing an  
17 ordinance designating a restricted truck route, the City cannot guarantee the ultimate  
18 outcome of any public hearings before the City’s Planning Commissions or City Council,  
19 nor prevent any opposition thereto by members of the public affected by or interested in  
20 the proposed truck route. The Parties recognize that the adoption of a restricted truck  
21 route ordinance is a discretionary act and that nothing in this Consent Judgment limits, in  
22 any manner, the City’s exercise of its police power under the California Constitution.  
23 Subject to the foregoing, the City, to the extent allowed by law, shall facilitate and  
24 promote the proceedings necessary to complete processing of an restricted truck route.

25       As part of its settlement of the Litigation, RPIs have specifically requested the City to  
26 include this term as a mitigation measure for the Project as set forth in Attachment 1 to  
27 this Exhibit and the City agrees to honor RPIs' request. RPIs agree to contribute a total  
28 of \$20,000 to the City for the cost of the study and environmental review associated with  
the restricted truck route payable to the City within the time period set forth in the  
Consent Judgment. The City shall not be obligated to expend any funding beyond this  
sum for the study. If additional funding for the study associated with the restricted truck  
route proceedings is needed, the City may apply to the Center for Community Action  
and Environmental Justice (CCA EJ) for additional funding from the Mira Loma  
Mitigation Trust Account (“Trust Account”) described in Paragraph 12 of this Exhibit.

1       **4.     Air Filtration Systems:** RPIs agree to fund the purchase, installation and  
2 maintenance of in-home air filtration systems for each residential parcel within Mira  
3 Loma Village, at a total cost of \$1,700 per parcel, plus an additional \$43,000 sum to  
4 cover administration costs. RPIs’ provision of funding shall constitute its sole obligation  
5 with regard to this term. The air filtration systems shall be selected by the owners of  
6 each parcel, although recommendations as to the filtration systems selected may be  
7 provided to the parcel owners by the CCA EJ in consultation with South Coast Air  
8 Quality Management District (“SCAQMD”). A map of the Mira Loma Village and the  
9 103 eligible residential parcels is attached hereto as Attachment 2. The air filtration  
10 funds provided by the RPIs will be deposited into the Trust Account described in  
11 Paragraph 12 of this Exhibit. In the event that CCA EJ, in consultation with SCAQMD,

1 determines that the air filtration systems will not be effective or necessary, the funds  
2 designated for air filtration systems in the Trust Account will be available to fund other  
3 mitigation to reduce the Project’s air quality impacts, as determined by CCAEJ in  
4 consultation with the Attorney General’s Office and SCAQMD. If the air filtration  
5 systems are determined by CCAEJ to be effective, then the designated funds in the Trust  
6 Account shall be distributed to Mira Loma Village residents upon presentation to the  
7 trust administrator of evidence showing that the resident is a parcel owner and receipts  
8 documenting air filtration system purchase, installation, and/or maintenance costs and/or  
9 expenditures on other air quality mitigation expenditures. Similarly, designated funds in  
10 the Trust Account may also be distributed directly to air filtration contractors or  
11 installers upon presentation to the trust administrator of an invoice or other evidence  
12 documenting that the contractor or installer has – on behalf of a parcel owner –  
13 purchased, installed, or maintained an air filtration system or made other air quality  
14 mitigation expenditures. As part of its settlement of the Litigation, RPIs have  
15 specifically requested the City to include this term as a mitigation measure for the  
16 Project as set forth in Attachment 1 to this Exhibit, and the City agrees to honor RPIs’  
17 request.

18 **5. Anti-Idling Enforcement:** Within seven (7) months from the entry of the  
19 Consent Judgment, the City agrees to use its best efforts to implement a program to  
20 enforce the Air Resources Board’s (“ARB”) anti-idling regulation (Cal. Code Regs., tit.  
21 13, § 2485) either through its enforcement of the ARB Regulations or through its  
22 adoption of a City truck anti-idling ordinance.

23 The City further agrees to the hiring/assigning of a code enforcement officer, whose  
24 duties shall include the enforcement of ARB’s anti-idling regulation on a City-wide  
25 basis, including the vicinity of the Project. The extent of enforcement activity and the  
26 hiring or assigning of a code enforcement officer for the truck anti-idling enforcement  
27 program shall be subject to the City Council’s discretion in establishing budget priorities  
28 for the City and the consequent budgeting of funds for enforcement of the truck anti-  
idling program. The Parties recognize that the enforcement of anti-idling regulations 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. As part of its  
settlement of the Litigation, RPIs have specifically requested the City to include this  
term as a mitigation measure for the Project as set forth in Attachment 1 to this Exhibit,  
and the City agrees to honor RPIs’ request. The City recognizes that this measure  
applies on a City-wide basis and is not solely applicable to the Project.

The RPIs agree to pay the City a total of \$30,000 toward the costs associated with the  
City’s code enforcement program.

**6. Clean Trucks:** In place of Plot Plan 17788 Condition of Approval  
10.Planning.52 (which applies *only* to Plot Plan 17788), RPIs agree that the  
developers/owners of *all* Project plot plans shall establish a diesel minimization plan  
requiring that at least 90 percent of the trucks with GVWR greater than 16,000 lbs. that  
both visit the Project site and are owned or operated by a tenant of one of the Plot Plan  
buildings, shall meet or exceed 2007 model year emissions equivalent engine standards  
as currently defined in California Code of Regulations Title 13, Division 3, Chapter 1,

1 Article 4.5, Section 2025. From the date the Consent Judgment is entered and for ten  
2 years thereafter, Project tenants who own or operate the trucks described above shall  
3 maintain evidence of compliance with the diesel minimization plan, including license  
4 plates, engine model year, retrofit technology if applicable, and engine family name.  
5 Evidence of compliance shall be available for inspection upon reasonable notice  
6 provided to the owner/operator of a request to inspect such documentation. As part of its  
7 settlement of the Litigation, RPIs have specifically requested the City to include this  
8 term as a mitigation measure for the Project as set forth in Attachment 1 to this Exhibit,  
9 and the City agrees to honor RPIs' request.

7 **7. Buffers:** RPIs agree that Plot Plan 18876 shall include a partially landscaped  
8 setback between the Mira Loma Village houses and the buildings within Plot Plan 18876  
9 along the northern boundary of Mira Loma Village. The setback shall be as determined  
10 by the property owner but in no event shall be less than sixty-six (66) feet wide as  
11 measured from the edge of the buildings within Plot Plan 18876 to the existing wall  
12 separating Mira Loma Village from Plot Plan 18876. Concurrent with the construction  
13 of Plot Plan buildings adjacent to the Mira Loma Village, RPIs agree to enhance the  
14 vegetative portions of the setback and buffer zones along the northern and eastern  
15 boundaries of Mira Loma Village within the Project site. Specifically, RPIs will plant  
16 and maintain a vegetative buffer zone along the northern boundary of the Mira Loma  
17 Village (in Plot Plan 18876) in a manner determined by the property owner, but  
18 including not less than twenty 24" box California Pepper Trees and ten 24" box  
19 Bottlebrush Trees (these trees having been selected by CCAEJ in order to reduce diesel  
20 particulate matter.) Additionally, Plot Plan 18876 shall include not fewer than eight 24"  
21 box Sycamore Trees in its parking lot adjacent to the northern boundary of Mira Loma  
22 Village. The RPIs further agree to, concurrent with the construction of Plot Plan  
23 buildings adjacent to the Mira Loma Village, landscape the areas being dedicated by the  
24 Project as public parks near the Mira Loma Village's eastern boundary (a total of  
25 approximately 52,000 square feet) with drought tolerant plants, including not less than  
26 50% Buffalo Grass turf by area, and, further, to provide a vegetative buffer in those park  
27 areas and along the remainder of the Mira Loma Village's eastern edge, including not  
28 less than eight 24" box American Sycamore trees, twenty 24" box California Pepper  
Trees, and not fewer than fifteen 24" box Bottlebrush trees (each tree type having been  
selected by CCAEJ in order to reduce diesel particulate matter). Additionally, Plot Plans  
18877 and 18879 shall include a combined total of not less than eight 24" box American  
Sycamore trees in their parking lots adjacent to the eastern boundary of Mira Loma  
Village. Additionally, RPIs agree to modify the Project buildings immediately adjacent  
to the Mira Loma Village's northern boundary by reducing the elevated building  
parapets in order to reduce visual impacts. Finally, RPIs shall offer not less than two  
24" box shade trees to each of the ten property owners who own a home immediately  
adjacent to the southern boundary of Plot Plan 18876. As part of its settlement of the  
Litigation, RPIs have specifically requested the City to include this term as a mitigation  
measure for the Project as set forth in Attachment 1 to this Exhibit, and the City agrees  
to honor RPIs' request.

27 **8. Photovoltaic Installation:** RPIs agree that all Project buildings in excess of  
28 100,000 square feet will be constructed as solar-ready buildings (including the upgrade  
of building structural, electrical and roofing systems in a manner sufficient to support the

1 installations of photovoltaic solar systems). RPIs also agree to apply to Southern  
2 California Edison's ("SCE") solar program and to other programs that may provide  
3 financing for the installation of solar photovoltaic systems ("PV Systems") on the  
4 Project site. To the extent that RPIs obtain a grant or rebate providing a financial offset  
5 for the cost of PV Systems, RPIs shall install PV solar capacity up to the amount of the  
6 grant or rebate but in no event would the PV Systems be less than 100 kW. To the  
7 extent that RPIs do not obtain a grant or rebate, RPIs shall install one or more PV  
8 Systems on the Project site providing a Project-wide total of 100 kW capacity. In the  
9 event that there are alternatives to PV Systems deemed reasonably equivalent in  
10 reducing/offsetting global greenhouse affects, if the alternatives are approved by the  
11 Attorney General's Office and CCAEJ, the RPIs may at their election implement those  
12 in place of the PV Systems. As part of its settlement of the Litigation, RPIs have  
13 specifically requested the City to include this term as a mitigation measure for the  
14 Project as set forth in Attachment 1 to this Exhibit, and the City agrees to honor RPIs'  
15 request.

16 **9. Air Monitoring:** RPIs agree to provide a total of \$85,000 in order to fund  
17 activities related to measuring black carbon levels and/or other indicators of diesel  
18 particulate matter in the Mira Loma Village vicinity, including the installation and  
19 maintenance of an air monitoring station. RPIs' provision of funding shall constitute its  
20 sole obligation with regard to this term. Any air monitoring data from the air monitoring  
21 station shall be made available to CCAEJ and SCAQMD in a manner to be determined  
22 by CCAEJ and SCAQMD during the design and installation of the air monitoring  
23 station. The air monitoring funds will be deposited by RPIs into the Trust Account  
24 described in Paragraph 12 of this Exhibit. In the event that CCAEJ, in consultation with  
25 SCAQMD, determines that the air monitoring activities will not be effective or  
26 necessary, or that the use of the funds for other mitigation, such as the donation of the  
27 funds to the City of Jurupa Valley for the completion of the Restricted Truck Route term  
28 is preferable, the funds designated for air monitoring in the Trust Account will be  
available to fund such other mitigation to reduce the Project's air quality impacts, as  
determined by CCAEJ in consultation with the Attorney General's Office and  
SCAQMD. As part of its settlement of the Litigation, RPIs have specifically requested  
the City to include this term as a mitigation measure for the Project as set forth in  
Attachment 1 to this Exhibit, and the City agrees to honor RPIs' request.

1 **10. Electrification:** RPIs agree to install and maintain a minimum of two Level 2  
2 Electric Vehicle Supply Equipment ("EVSE") at each Plot Plan with buildings in excess  
3 of 100,000 square feet, placed in a manner that allows charging of trucks or vehicles at  
4 each loading dock of the building or at a separate parking area on each Plot Plan. RPIs  
5 agree that each Project building in excess of 100,000 square feet will be constructed with  
6 necessary infrastructure (conduit and electrical capacity) to support the installation of  
7 one Level 3 EVSE (DC Fast Charging) per building. Additionally, the  
8 owners/developers of Plot Plan 17788 agree to pay for one Level 3 charging station, at  
9 an approximate cost of \$75,000, to be installed by the owners/developers of that Plot  
10 Plan concurrent with the Plot Plan's construction. However, within thirty (30) days of  
11 the execution of this Settlement by the Parties, the CCAEJ may elect to have the  
12 owners/developers of Plot Plan 17788 deposit an additional sum of \$75,000 into the  
13 Trust Account to be put towards additional air quality mitigation, with the deposit of the

1 funds being required at the time that Plot Plan 17788 receives a building permit. Such  
2 election shall be made in writing, and the notice of any such election shall be provided in  
3 the manner identified in the “Notices” term of the Consent Judgment. To the extent that  
4 no written election is made, then the owners/developers of Plot Plan 17788 shall install  
5 one Level 3 charging station as specified above. To the extent that a written election is  
6 made, the deposit of the \$75,000 into the Trust Account would absolve Plot Plan 17788  
7 from the requirement identified herein to pay for one Level 3 charging station. As part  
8 of its settlement of the Litigation, RPIs have specifically requested the City to include  
9 this term as a mitigation measure for the Project as set forth in Attachment 1 to this  
10 Exhibit, and the City agrees to honor RPIs’ request.

11 **11. Green Building:** RPIs agree to construct Project buildings in excess of 100,000  
12 square feet at a LEED Silver or higher level. As part of its settlement of the Litigation,  
13 RPIs have specifically requested the City to include this term as a mitigation measure for  
14 the Project as set forth in Attachment 1 to this Exhibit, and the City agrees to honor  
15 RPIs’ request.

16 **12. Mira Loma Mitigation Trust Account:** Within thirty (30) days of the entry of  
17 the Consent Judgment, the RPIs and CCAEJ shall execute a written trust agreement  
18 establishing the Mira Loma Mitigation Trust Account (“Trust Account”) to be  
19 administered by CCAEJ. Thereafter, upon 1) the issuance of the first building permit for  
20 any of the Project’s Plot Plans or 2) four (4) weeks prior to the commencement of  
21 grading within Plot Plans 18876 or 18877, whichever occurs first, the RPIs shall deposit  
22 a total of \$303,100 into the Trust Account, which includes \$175,100 for Air Filtration  
23 Systems and \$43,000 for Trust Account administration costs as identified in Paragraph 4  
24 of this Exhibit A, and \$85,000 for Air Monitoring activities as defined in Paragraph 9 of  
25 this Exhibit A. The governing purpose of the Trust Account shall be to fund mitigation  
26 to evaluate and/or reduce the localized air quality impacts of the Project, and to cover  
27 any administrative costs incurred by the CCAEJ in managing the trust account.  
28 Specifically, the monies in the Trust Account shall be allocated in a manner to fund the  
measures described in Paragraphs 4 and 9 of this Exhibit. In the event that CCAEJ, in  
consultation with SCAQMD, determines that there are insufficient funds for certain  
mitigation, that the mitigation is unnecessary, or that other mitigation is preferable, the  
funds in the Trust Account will be available to fund other mitigation to reduce the  
Project’s air quality impacts, such as the Restricted Truck Route ordinance described in  
Paragraph 3 above, as determined by CCAEJ in consultation with the Attorney General’s  
Office and SCAQMD. The administration of the Trust Account shall be consistent with  
applicable laws and regulations governing trust regulations. The Trust Account shall be  
maintained for four years following the entry of the Consent Judgment. To the extent  
that funds within the Trust Account are not exhausted by the end of that four year period,  
the funds shall be distributed to CCAEJ to be used at CCAEJ’s discretion, in  
consultation with the Attorney General’s Office and SCAQMD, to evaluate and/or  
reduce the Project’s localized air quality impacts.

**13. Parties’ Support for City’s Efforts to Implement Settlement:** Each of the  
Parties hereto, except the People, agrees to publically express their support in written or  
oral communications to the City Council for the City’s efforts to fulfill its obligations to  
implement the requirements of this Consent Judgment; provided, however, that the



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Parties shall retain their rights to object to an action or proposed action of the City Council or the City Staff that the Party does not believe fulfills the City's obligation under this Consent Judgment.

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**Attachment 1**  
**(Revised Mitigation Monitoring and Reporting Program)**

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**Attachment 2**  
**(Map of the Mira Loma Village's 103 Residential Parcels)**

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**EXHIBIT B**

(Environmental Justice at the Local and Regional Level – Legal Background (Office of the Attorney General - July 10, 2012)