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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

FEB 14 2013

G. Keyes

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**

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.

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IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: FEB 14 2013

Daniel A. Ottolia

Honorable Judge ~~Shannon Wilson~~
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 CCAEJ 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 CCAEJ, 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.

11 **5. Anti-Idling Enforcement:** Within seven (7) months from the entry of the
12 Consent Judgment, the City agrees to use its best efforts to implement a program to
13 enforce the Air Resources Board's ("ARB") anti-idling regulation (Cal. Code Regs., tit.
14 13, § 2485) either through its enforcement of the ARB Regulations or through its
15 adoption of a City truck anti-idling ordinance.

15 The City further agrees to the hiring/assigning of a code enforcement officer, whose
16 duties shall include the enforcement of ARB's anti-idling regulation on a City-wide
17 basis, including the vicinity of the Project. The extent of enforcement activity and the
18 hiring or assigning of a code enforcement officer for the truck anti-idling enforcement
19 program shall be subject to the City Council's discretion in establishing budget priorities
20 for the City and the consequent budgeting of funds for enforcement of the truck anti-
21 idling program. The Parties recognize that the enforcement of anti-idling regulations is a
22 discretionary act and that nothing in this Consent Judgment limits, in any manner, the
23 City's exercise of its police power under the California Constitution. As part of its
24 settlement of the Litigation, RPIs have specifically requested the City to include this
25 term as a mitigation measure for the Project as set forth in Attachment 1 to this Exhibit,
26 and the City agrees to honor RPIs' request. The City recognizes that this measure
27 applies on a City-wide basis and is not solely applicable to the Project.

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

25 **6. Clean Trucks:** In place of Plot Plan 17788 Condition of Approval
26 10.Planning.52 (which applies *only* to Plot Plan 17788), RPIs agree that the
27 developers/owners of *all* Project plot plans shall establish a diesel minimization plan
28 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. **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.

8. **Photovoltaic Installation:** RPIs agree that all Project buildings in excess of
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.