

SETTLEMENT AGREEMENT

Rural Association of Mead Valley et al. v. County of Riverside et al.

Riverside Superior Court Case No. CVRI2506279

This Settlement Agreement and Release (“Agreement”) is made and entered into by and between the Sierra Club and Rural Association of Mead Valley (“Petitioners”), on the one hand and Industrial VI Enterprises, LLC (“Real Party” or “Developer”), on the other. Petitioners and Real Party may be referred to collectively as the “Parties,” and each singularly as a “Party.”

The Agreement fully incorporates the attached Term Sheet (Exhibit 1).

RECITALS

A. On or about November 4, 2025, the County approved Foundation General Plan Amendment (“GPA”) No. 240005, Change of Zone No. 2200062, Plot Plan No. 220050, and Tentative Parcel Map No. 38601, along with the corresponding Environmental Impact Report [SCH No. 2023060799] (collectively, the “Development Approvals”) for the Cajalco Commerce Center Project (“Project”).

B. On December 2, 2025, Petitioners filed a lawsuit in the Riverside County Superior Court Case No. CVRI2506279, against the County and Real Party alleging that the County’s issuance of the Development Approvals violated the California Environmental Quality Act (“the Action”).

C. Petitioners and Real Party have now agreed to resolve and settle the Action on the terms and conditions specifically set forth in this Agreement, including the Term Sheet attached as Exhibit 1 hereto (“Exhibit 1”).

NOW, THEREFORE, in consideration of the recitals, mutual promises, covenants, and obligations set forth herein, which constitute good and valuable consideration, and upon consent and agreement of the Parties to this Agreement, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Real Party’s Obligations - Additional Project Mitigation. Real Party shall satisfy all obligations set forth in Exhibit 1, which is expressly incorporated into this agreement,

in the timeframes and manner set forth therein. As used in Exhibit 1, “Developer” shall refer to Real Party and/or its successors and assigns.

2. Attorneys’ Fees and Costs. Petitioners shall be entitled to attorneys’ fees and costs in the amount of \$265,000.00 (“Attorneys’ Fees”).

3. Petitioners’ Obligations. No later than five (5) days after the Attorneys’ Fees have been paid in full, Petitioners agree to file with the Riverside County Superior Court a dismissal of the Action, without prejudice and retaining jurisdiction under Code of Civil Procedure section 664.6, in its entirety. Petitioners shall provide an endorsed copy of this dismissal to Real Party and the County within three (3) business days of receiving the endorsed dismissal from the Superior Court. Petitioners agree not to file any litigation challenging the Development Approvals; any current or future approvals or permits necessary to construct the Project, including building or other site development permits; or any current or future approvals or permits necessary to implement this Agreement; provided that the Project, Development Approvals, and all current or future approvals and permits necessary to construct the Project fully comply with the terms of this Agreement, including those set forth in Exhibit 1.

This Agreement is made by Petitioners on behalf of their officers, directors, employees, principals, agents, servants, partners, representatives, predecessors, successors, parents, affiliates, affiliated parties, shareholders, executors, administrators, trustees, attorneys, insurers, and assigns. Petitioners agree not to authorize or fund litigation by any person, including members in their individual capacity(ies), challenging the Development Approvals or the Project’s construction provided that the Project, Development Approvals, and all current or future approvals and permits necessary to construct the Project fully comply with the terms of this Agreement, including those set forth in Exhibit 1. Should a member file a lawsuit in the name of either Petitioner, Real Party shall provide notice of said action to Petitioners through counsel, and Petitioners shall issue a letter repudiating the action.

4. Remedies. Notwithstanding the foregoing, the Parties’ sole and exclusive remedy for breach of this Agreement shall be an action for specific performance or injunction. In no event shall any Party be entitled to monetary damages for breach of this Agreement. In addition, no legal action for specific performance or injunction shall be brought or maintained until: (a) the non-breaching Party provides written notice to the breaching Party which explains with particularity the nature of the claimed breach, and (b) within thirty (30) days after receipt of said notice, the

breaching Party fails to cure the claimed breach or, in the case of a claimed breach which cannot be reasonably remedied within a thirty (30) day period, the breaching Party fails to commence to cure the claimed breach within such thirty (30) day period, and thereafter diligently complete the activities reasonably necessary to remedy the claimed breach.

5. Release. Except as to the Parties’ continuing rights, duties, and obligations pursuant to this Agreement, each Party, for itself and its related and/or affiliated entities’ officers, directors, employees, agents, partners, members, managers, representatives, predecessors, successors, parents, subsidiaries, affiliates, shareholders, executors, administrators, trustees, heirs, attorneys, insurers, and assigns, hereby forever releases and discharges each other Party and its related and/or affiliated entities’ officers, directors, employees, agents, partners, members, managers, representatives, predecessors, successors, parents, subsidiaries, affiliates, shareholders, executors, administrators, trustees, heirs, attorneys, insurers, and assigns (the “Released Parties”), of and from any and all claims, demands, causes of action, liabilities, obligations, and suits, of every kind and nature, in law, equity, or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, for damages actual and consequential, past, present and future, arising out of or relating to the Project (“Released Claims”).

6. Section 1542 Waiver. The Parties acknowledge that they have read and understand the contents of Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Parties hereby expressly waive and relinquish all rights and benefits under that section with respect to and to the extent of the release granted in this Agreement.

Sierra Club	RAMV	Industrial VI Enterprises, LLC
Initials:	Initials:	Initials:
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breaching Party fails to cure the claimed breach or, in the case of a claimed breach which cannot be reasonably remedied within a thirty (30) day period, the breaching Party fails to commence to cure the claimed breach within such thirty (30) day period, and thereafter diligently complete the activities reasonably necessary to remedy the claimed breach.

5. Release. Except as to the Parties' continuing rights, duties, and obligations pursuant to this Agreement, each Party, for itself and its related and/or affiliated entities' officers, directors, employees, agents, partners, members, managers, representatives, predecessors, successors, parents, subsidiaries, affiliates, shareholders, executors, administrators, trustees, heirs, attorneys, insurers, and assigns, hereby forever releases and discharges each other Party and its related and/or affiliated entities' officers, directors, employees, agents, partners, members, managers, representatives, predecessors, successors, parents, subsidiaries, affiliates, shareholders, executors, administrators, trustees, heirs, attorneys, insurers, and assigns (the "Released Parties"), of and from any and all claims, demands, causes of action, liabilities, obligations, and suits, of every kind and nature, in law, equity, or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, for damages actual and consequential, past, present and future, arising out of or relating to the Project ("Released Claims").

6. Section 1542 Waiver. The Parties acknowledge that they have read and understand the contents of Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Parties hereby expressly waive and relinquish all rights and benefits under that section with respect to and to the extent of the release granted in this Agreement.

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7. Covenant Not to Sue. Except as otherwise prohibited by law, each Party covenants that neither it, nor any of its Released Parties, will commence, prosecute or cause to be commenced or prosecuted any action or other proceeding based upon any Released Claims, nor will such Party seek to challenge the validity of this Agreement, except that this covenant not to sue does not affect such Party's right to enforce the terms of this Agreement.

8. Implementation. All obligations, requirements, and rights contained in this Agreement, including the attached Exhibits, shall continue for the life of the Project. The terms of this Agreement shall be implemented during all ongoing business operations and shall be included as part of contractual lease agreement language and other contractual language to ensure that Real Party's successors, tenants, lessees, representatives, agents, subsidiaries, contractors, and subcontractors are informed of and in compliance with all ongoing operational responsibilities.

Real Party shall designate a compliance officer who shall be responsible for implementing all measures required by this Agreement and shall provide contact information for the compliance officer to Petitioners and the County.

9. Successors. This Agreement shall be binding on Real Party and all successors and assigns. Before Real Party or its successors and assigns ever seeks to sell, assign, or transfer its interest in the Project or Property, or lease or sublease the Project or Property, or transfer any rights related to the Project through some other mechanism ("Transfer"), Real Party or its successors and assigns shall provide each such prospective purchaser, lessee, assignee, successor, or transferee with a copy of this Agreement prior to the consummation of any such contemplated Transfer. As a condition of closing such Transfer, such prospective purchaser, lessee, assignee, successor, or transferee shall acknowledge and accept that the provisions of this Agreement shall be binding on them and enforceable by Petitioners. Real Party or its successors and assigns shall provide Petitioners with written notice at least five (5) business days before selling, assigning, leasing, conveying, or otherwise transferring any of the rights or interests in the Project or Property. In the event of a Transfer or partial Transfer, the successor owner(s) or lessee(s) shall be the sole party(ies) responsible for the obligations created under this Agreement. If the portions of the Project are owned by different persons, then the obligations created under this Agreement shall apply prorata to the owner of each portion of the Project. If the portion of the Project in question is unimproved, then the proration will be based on relative square footage of the land constituting such portion of the Project. If the portion of the Project in question is improved, then the proration

will be based on relative square footage of the buildings located on such portion of the Project. Based on the foregoing, the benefits and obligations created under this Agreement shall transfer to the successor owner(s) or lessee(s).

Within one (1) week following the Effective Date, Real Party shall record a Memorandum of Unrecorded Agreement against the Property, which Memorandum shall attach a copy of this Agreement as an exhibit. Real Party shall provide Petitioners with a copy of the recorded Memorandum within fifteen (15) calendar days of recording.

10. Notices. Any document, notice or request required to be given to a Party under this Agreement shall be given in writing and shall be emailed and personally delivered or mailed by prepaid registered or certified mail to the addresses below:

Petitioners: Sierra Club	Sierra Club San Gorgonio Chapter P.O. Box 5425 Riverside, CA 92517 chair@sangorgonio.sierraclub.org
Rural Association of Mead Valley	Attn: Aaron Isherwood Coordinating Attorney Sierra Club 2101 Webster St., Suite 1300 Oakland, CA 94612 aaron.isherwood@sierraclub.org
With a copy to:	Attn: Debbie Walsh Rural Association of Mead Valley P.O. Box 2244 Perris, CA 92572 abilene149@gmail.com
	Attn: Edward Schexnayder Shute, Mihaly & Weinberger LLP 550 California Street, Suite 1200 San Francisco, CA 94104 schexnayder@smwlaw.com

Real Party/Developer: Industrial VI Enterprises, LLC	Attn: Jonathan Shardlow Allen, Matkins, Leck, Gamble, Mallory & Natsis LLP 2010 Main Street, 8th Floor Irvine, CA 92614-7214 jshardlow@allenmatkins.com
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Any address may be changed by emailing written notice to all Parties.

11. Consultation with Counsel. Each of the Parties represents and warrants that they have read the Agreement and have had the opportunity to solicit the advice of counsel before entering into and executing this Agreement. For purposes of construction, this Agreement shall not be deemed to have been drafted by any Party, and any ambiguity shall not be construed against any Party.

12. Settlement of Disputes. Prior to bringing an action or proceeding to enforce this Agreement, the Parties shall first attempt to settle between themselves through an in person meet and confer any claims arising from this Agreement. Only in the event that the Parties fail to resolve the dispute through a meet and confer, shall any action or proceeding be brought regarding the enforcement of the terms of this Agreement.

13. Abandonment of Project. Nothing contained herein shall be deemed to obligate Real Party or its successors or assigns to construct the Project. In the event of abandonment, the provisions of this Agreement shall be of no further force or effect. This Paragraph does not affect Real Party's obligation to pay attorneys' fees and costs.

14. Entire Agreement. This Agreement, including the attached Exhibits, contains the entire agreement between the Parties and constitutes the complete, final, and exclusive embodiment of their Agreement with respect to the subject matter thereof. The terms of this Agreement are contractual and not a mere recital. This Agreement is executed without reliance upon any promise, warranty, or representation by any Party or any representative of any Party other than those expressly contained herein, and each Party has carefully read this Agreement and signs the same of its own free will. The terms of this Agreement may be modified only by an agreement in writing signed by the Parties.

15. Binding Contract. This Agreement shall bind and inure to the benefit of each Party and its respective officers, directors, officials, employees, agents, consultants, subsidiaries, affiliates, parent corporations, predecessors and successors-in-interest, attorneys, and financial

advisors. Each Party represents and warrants that it is fully empowered and authorized to enter into this Agreement, and that it has not assigned, and shall not assign, any of its right, title, or interest in or to the Action.

16. Reservation of Rights. The other terms and provisions of this Agreement notwithstanding, the Parties affirm that nothing in this Agreement in any way affects: (i) Petitioners' rights, claims, or defenses in any past, present, or future lawsuit or dispute against the County related to any project other than the Project; or (ii) Petitioners' rights, claims, or defenses in any lawsuit or other dispute in which either Petitioner alleges a violation of CEQA by the County.

17. Severability. Should any provision of this Agreement become legally unenforceable, any wholly unenforceable part shall be severed, but no other provision of this Agreement shall be affected and the remainder of the Agreement shall remain in full force and effect and this Agreement shall be construed as if it had never included the unenforceable provision.

18. Governing Law. This Agreement has been executed in the State of California, and shall be interpreted and enforced under the laws of the State of California. Venue for any action related to this agreement shall be in Riverside County.

19. Time Is of the Essence. Time is expressly declared to be of the essence in this Agreement, and of every provision in which time is an element, if any.

20. Captions. Paragraph titles and captions contained in this Agreement are inserted as a matter of convenience and for reference, and are not a substantive part of this Agreement.

21. Electronic Signatures Permitted. The Parties may sign this Agreement by electronic means. Specifically, either Party (the "Signing Party") may insert the name of its authorized representative in the Signing Party's signature block by use of an electronic symbol or process that is attached to or logically associated with an electronic record, such as DocuSign, EchoSign, or another commercially available electronic signature software, which results in the Signing Party's confirmed signature delivered electronically to the other party ("Recipient"). An Agreement containing Signing Party's signature in such format (an "Electronic Signature") and delivered by the Signing Party to Recipient (i) shall be deemed executed or adopted by the Signing Party with the intent to sign the electronic record and (ii) shall be binding on the Signing Party as if this Agreement had been originally executed with an ink signature by the officer, manager,

general partner or other duly authorized representative of the Signing Party. At Recipient's written request, the Signing Party shall promptly deliver to Recipient a printed copy of this Agreement with Signing Party's original ink signature; provided, however, Signing Party's failure to deliver such original ink signature to Recipient shall not affect the validity of the Electronic Signature.

22. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. Effective Date. This Agreement is effective on the date the final Party signs this Agreement ("Effective Date").

IN WITNESS WHEREOF, the Parties have duly authorized this Agreement to be executed.

[Signatures on following page]

SIERRA CLUB



By: Mike McCarthy

Title: Conservation Co-Chair of the Box Springs Group

Date: August 7, 2026

RURAL ASSOCIATION OF MEAD VALLEY

By: Debbie Walsh

Title: President

Date: _____

INDUSTRIAL VI ENTERPRISES, LLC

DocuSigned by:



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By: Scott Morse

Title: Executive Vice President

Date: 8/11/2026

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SIERRA CLUB

By: Mike McCarthy

Title: Conservation Co-Chair of the Box Springs Group

Date: _____

RURAL ASSOCIATION OF MEAD VALLEY

Debbie Walsh
Debbie Walsh (Aug 10, 2026 16:28:12 PDT)

By: Debbie Walsh

Title: President

Date: 8/10/2026

INDUSTRIAL VI ENTERPRISES, LLC

By:

Title:

Date: _____

2043802.11

EXHIBIT 1

TERM SHEET

I. Electric Construction Equipment

- A. Developer shall ensure that all off-road equipment with a power rating below 19 kW used during project construction shall be powered by battery or electric power if commercially available. Developer will submit its determinations about commercial availability to Petitioners for verification. If not commercially available, Developer will conduct reasonable inquiries at each phase of construction to determine if equipment is now available. Developer shall ensure that all non-electric construction equipment must meet the most stringent, highest tier California Air Resources Board (“CARB”) emissions guidelines in existence at the time of construction. In no case shall construction equipment include equipment lower than Tier IV.
- B. Developer shall provide sufficient on-site charging for all electric construction equipment and vehicles.
- C. Developer shall ensure that construction contractors restrict all nonessential idling of construction equipment to five (5) minutes (total) or less. “Nonessential idling” means idling that is not necessary to prevent immediate and serious harm. Developer shall also install signage at the entrance to all construction areas describing the restriction of nonessential idling. Signage shall be easily read from a truck cab, well-lit at night, in English and Spanish, and maintained in good condition during construction.
- D. Prior to the issuance of grading permits, Developer shall ensure that all construction (e.g., demolition and grading) plans clearly show the requirement for the highest rated CARB Tier technology for construction equipment. Developer shall provide a copy of any construction or grading plans to Petitioners before submitting the same to the County for approval.
- E. Prior to the beginning of any grading work, Developer shall provide Petitioners with a list of all operating equipment to be used on the construction site. This list shall be updated in the event that there are any changes to the operating equipment used in the construction of the Project, and an updated list shall be provided to Petitioners within forty-eight (48) hours of updating. The list shall state the makes, models, Equipment Identification Numbers, and number of construction equipment on-site.

II. Construction Trucks

- A. Developer shall ensure that all heavy-duty haul trucks shall meet CARB's lowest optional low-oxides of nitrogen (NOx) standard if commercially available in Southern California. To determine availability, Developer shall make reasonable and good faith efforts to identify construction equipment within Southern California that meet CARB's optional low NOx certified heavy-duty engines standard. If heavy duty haul trucks cannot reasonably be identified that meet this optional standard, the heavy duty haul trucks shall minimally meet CARB's 2020 low-oxides of nitrogen (NOx) standard. All heavy-duty trucks must be model year 2017 or later. Prior to the issuance of grading permits, Developer shall provide Petitioners with proof that it has complied with this requirement.
- B. If Developer determines that it cannot meet CARB's optional low NOx certified heavy-duty engines standard, Developer shall submit its findings regarding availability to Petitioners for verification within five (5) days of making such determination. These findings shall include descriptions of all reasonable and good faith efforts Developer made.

III. Blasting Buffer

- A. Developer will establish a 200-foot blasting buffer from the nearest edge of the Colorado River Aqueduct right-of-way/easement that will ensure no blasting impacts to the aqueduct.
- B. Prior to the issuance of grading permits, Developer shall provide Petitioners with a letter from the Metropolitan Water District ("MWD") confirming that blasting from Project construction will not impact the Colorado River Aqueduct. If MWD fails to respond within forty-five (45) days of Developer's request for a confirmation letter, it shall be deemed sufficient confirmation that blasting from Project construction will not impact the Colorado River Aqueduct. Developer's request shall direct MWD to copy Petitioners on any response. Developer will provide a copy of the request to Petitioners within twenty-four (24) hours of sending such request to MWD.

IV. Granite Removal

- A. Developer shall ensure authorization from MWD to use granite removal equipment such as excavators and breakers in areas within 200 feet of the nearest edge of MWD's Colorado River Aqueduct right-of-way/easement.

- B. Prior to the issuance of building or grading permits, Developer shall provide Petitioners with proof of authorization from MWD for use of granite removal equipment within 200 feet of the District's right-of-way/easement, if any. If MWD fails to respond within forty-five (45) days of Developer's request for proof of authorization, it shall be deemed sufficient confirmation that Developer is authorized to use the specified granite removal equipment within 200 feet of MWD's right-of-way/easement. Developer's request shall direct MWD to copy Petitioners on any response. Developer will provide a copy of the request to Petitioners within twenty-four (24) hours of sending such request to MWD.

V. Western Riverside Multiple Species Habitat Conservation Plan Compliance

- A. Developer shall comply with the Western Riverside Multiple Species Habitat Conservation Plan if relocation of burrowing owls becomes necessary. The Western Riverside Multiple Species Habitat Conservation Plan requires passive relocation.

VI. Construction Hours

- A. Developer shall allow grading, including blasting activity, and construction only during the hours between 7:00 a.m. and 5:00 p.m., Monday through Friday (except for limited, early morning concrete pours). Grading and construction shall be prohibited on weekends, except that construction entirely within an enclosed building may occur between 7:00 a.m. and 5:00 p.m. on Saturdays. Concrete pours shall be restricted to Monday through Friday and shall not occur after 5:00 p.m. on any day.

VII. Electrification

- A. Developer shall ensure that the Project shall be all electric. This includes, but is not limited to ensuring that HVAC, water heating, refrigeration, ovens, cooktops, automated equipment, and external facilities and equipment shall be powered by electricity for the lifetime of the Project. Neither natural gas nor propane shall be used.

- B. Diesel-powered backup generators shall be prohibited during construction and for the lifespan of the facility unless (1) no other lower-emission alternative backup power exists to support the same specified use which is widely available for purchase for less than 150% of the cost of a diesel-powered backup generator, or (2) required by the Fire Department for an onsite fire pump, in which case a generator shall be the minimum size necessary to support the fire pump and shall be used only for that fire pump in the event of a fire emergency. Under no circumstances may diesel-powered generators be used for normal or daily operations. Any generator shall include signage on the generator indicating that it shall not be used except to operate the fire pump in the event of a fire emergency. Any signage shall be in English and Spanish, capable of being read from at least five (5) feet away, permanent, and maintained in good condition for the life of the Project. In the event that a diesel-powered generator is continuously used for a period of seventy-two (72) hours, Developer shall provide Petitioners with notice of such use within seventy-two (72) hours.
- C. Developer shall ensure that all landscaping and maintenance crews use only electric equipment for the life of the facility.
- D. Developer shall ensure that all on-site vehicles and equipment will be all electric (e.g. tractors, forklifts, yard goats) for the life of the Project unless environmentally superior technology becomes available.
- E. Developer shall provide Petitioners with written verification of facility electrification for each building within one (1) month after the issuance of that building's first certificate of occupancy. Verification shall include documentation showing that building equipment and on-site equipment and vehicles are powered by electricity, and that sufficient infrastructure is available to meet the anticipated charging needs of that equipment. Developer shall maintain such documentation and make such documentation available to Petitioners within thirty (30) days upon request.

VIII. Bike Lockers and E-bikes

- A. Developer shall comply with the version of Title 24 of the California Code of Regulations (the California Green Building Code) in effect at the time the first building permit is issued by providing (1) covered, lockable enclosures with permanently anchored racks for bicycles; (2) lockable bicycle rooms with permanently anchored racks; or (3) lockable, permanently anchored bicycle lockers in the amount required by the Code. In addition to the standard requirements, the Developer shall provide and maintain in good condition at least ten (10) electric charging stations for electric bikes and at least ten (10) charging stations for electric scooters (aka "e-bikes" or "e-scooters"). These requirements shall remain in place for the life of the Project.

- B. Developer shall provide written verification of compliance with this requirement to Petitioners within one (1) month of the issuance of the first certificate of occupancy.

IX. Charging-Ready Infrastructure

- A. Developer shall equip at least fifteen (15) percent of all passenger vehicle parking spaces with working Level 2 quick-charge electric vehicle (EV) charging stations that are installed and operational, prior to building occupancy. Level 2 quick-charge units shall generate at least 19 kW of charging output power. These stations shall be maintained or replaced with equivalent or better-performing stations for the life of the Project. At minimum, an additional twenty-five (25) percent of all passenger vehicle parking spaces shall be “EV Ready,” as defined by the version of the California Green Building Code in effect at the time the first building permit is issued, and/or may be equipped with working Level 2 EV quick charge stations. Developer shall convert EV Ready spaces to working Level 2 EV quick charge stations at a rate of at least two (2) spaces per year for a minimum of five (5) years. Dedicated EV parking spaces shall be located adjacent to each Project building. Developer shall install permanent signs at all EV charging stations indicating that vehicles not using the charger are subject to towing at the owner’s expense. Developer shall provide written verification of compliance with this requirement to Petitioners within one (1) month of the issuance of any certificate of occupancy and within one (1) month of conversion of any parking space.
- B. Developer shall equip all heavy-duty truck loading docks with EV charging infrastructure for future use by electric trucks. Developer shall timely provide proof of installation. Conduits to support medium-duty vehicle, delivery van, and truck (Class 2 through 6) charging shall be installed during initial Project construction, and at least one 300 kW/hour charger shall be installed and operational prior to issuance of the first certificate of occupancy. Developer shall provide written verification of compliance with this requirement to Petitioners within one (1) month of the issuance of the first certificate of occupancy issued for a Project building and within one (1) month of the installation of any new chargers or charging infrastructure.
- C. All charging infrastructure shall be maintained in good condition for the life of the Project.

X. Auxiliary Power Unit Plug-ins

- A. Developer shall install electric plug-in units at every dock door to allow auxiliary power units (APUs) to plug in. Truck operators with electric APUs shall be required to utilize electric plug-in units when at loading docks or when parked. Developer shall ensure that non-electric APUs are not operated for more than three minutes (total) while at the Project site. Developer shall provide Petitioners with written verification of compliance with this requirement prior to issuance of any certificate of occupancy.
- B. Electric plug-in units shall be maintained in good condition for the life of the Project.
- C. Developer shall install signage listing these requirements that can be easily read from a truck cab in Project driveways and loading dock areas. Signage shall be in English and Spanish, well-lit at night, permanent, and maintained in good condition for the life of the Project.
- D. Developer shall enforce a \$300 fine per day for each truck in violation of the idling limit, which is three minutes for any vehicle. Fines shall be paid into the Air Quality Fund described below in Section XI.C.1.

XI. Clean Fleet Requirements

- A. Developer shall ensure that all heavy-duty trucks (Class 7 and 8) serving the Project comply with model year 2017 or later emissions standards from start of operations and shall transition to electric vehicles (EVs), with all heavy-duty trucks (Class 7 and 8) fully electric within three (3) years of the issuance of the first certificate of occupancy for the Project, or when widely commercially available for the intended application, whichever date is later. An EV shall ordinarily be considered widely commercially available if the vehicle is capable of serving the intended purpose and is widely available for purchase for less than 150% the cost of a Class 7 or 8 heavy-duty combustion-engine truck meeting the emissions standards in place at the time the comparison is made (model year 2017 or later emissions standards). For the purpose of this cost comparison, “cost” shall mean the total vehicle cost for the first five (5) years of ownership, including any purchase incentives, rebates, and fuel and electricity costs. Any comparison must be like-for-like, i.e., must compare an EV with a new production combustion-engine truck of the same class and substantially similar trim level that is widely available for purchase at the time the comparison is made.

1. In order to demonstrate that such vehicles are not widely commercially available, Developer must submit documentation to Petitioners from a minimum of three (3) EV dealers identified on the <https://californiahvip.org> website demonstrating the inability to obtain the required EVs or equipment meeting the above standard within six (6) months (“Offer of Proof”). An Offer of Proof by Developer creates a rebuttable presumption that EVs are not widely commercially available for the intended application. Petitioners may rebut a presumption that EVs are not commercially available by submitting documentation to Developer from a minimum of three (3) EV dealers identified on the <https://californiahvip.org> website demonstrating the ability to obtain the required EVs or equipment meeting the above standards and widely commercially-available for the intended application within six (6) months. If Developer demonstrates, and Petitioners cannot rebut, that EVs meeting the above standard are not widely commercially available for the intended application, then the requirements shall be adjusted as minimally as possible to accommodate the unavailability of such trucks until such trucks become widely commercially available. Developer shall re-confirm EV availability and provide Petitioners with a new Offer of Proof every twenty-four (24) months until these requirements are fully implemented. Petitioners may demonstrate commercial availability at any time. Developer shall comply with these requirements within twelve (12) months after receiving evidence that the EV is commercially available.
 2. Developer shall provide written verification of compliance with this requirement to Petitioners within one (1) month of the issuance of the first certificate of occupancy.
 3. Developer shall provide ongoing verification of compliance with this requirement to Petitioners within two (2) years of CARB’s adoption of new and/or updated emissions standards or within ninety (90) days of any request by Petitioners, which shall be limited to two (2) requests every calendar year.
- B. Developer shall ensure that all vehicles/delivery vans/trucks (Class 2 through 6) serving the Project meet the following requirements:
1. 30 percent of all Class 2b-3 trucks will be EVs at start of operations (“Class 2b-3 Base Requirement”).
 2. 50 percent of all Class 4-6 trucks will be EVs at the start of operations (“Class 4-6 Base Requirement”).
 3. If the start of operations occurs after 2030, Developer shall ensure that all vehicles/delivery vans/trucks (Class 2 through 6) serving the Project meet the below requirements corresponding to the year in which operations start:

Year	Class 2b-3 EV Base Requirement	Class 4-6 EV Base Requirement
2030	30%	50%
2031	35%	55%
2032	40%	60%
2033	45%	65%
2034	50%	70%
2035	55%	75%

4. An additive twenty (20) percent on top of the respective Base Requirement of all Class 2-6 trucks will be EVs within two (2) years of issuance of the first certificate of occupancy for the project (e.g. if operations begin in 2032, Developer must ensure that sixty (60) percent of all Class 2b-3 trucks and eighty (80) percent of all Class 4-6 trucks will be EVs within two (2) years of issuance of the first certificate of occupancy for the Project).
 5. An additive thirty (30) percent on top of the respective Base Requirement of all Class 2-6 trucks will be EVs within three (3) years of issuance of the first certificate of occupancy for the Project.
 6. An additive forty (40) percent on top of the respective Base Requirement of all Class 2-6 trucks will be EVs within four (4) years of issuance of the first certificate of occupancy.
 7. An additive fifty (50) percent on top of the Class 2b-3 Base Requirement of all Class 2b-3 trucks will be EVs within five (5) years of issuance of the first certificate of occupancy.
 8. 100 percent of all Class 4-6 trucks will be EVs within five (5) years of issuance of the first certificate of occupancy.
 9. An additive sixty (60) percent of the Class 2b-3 Base Requirement of all Class 2b-3 trucks will be EVs within six (6) years of issuance of the first certificate of occupancy.
 10. 100 percent of all Class 2b-3 trucks will be EVs within seven (7) years of issuance of the first certificate of occupancy.
 11. Developer shall provide written verification of compliance with this requirement to Petitioners within one (1) month of the deadline of any of the requirements in this provision (XI.B).
- C. If Developer fails to provide the verification as required in Section XI.A-B, Developer shall pay a one-time penalty in the amount of \$500,000 into the Air Quality Fund within sixty (60) days of the missed verification deadline.
1. The Air Quality Fund shall be administered by the Rose Foundation for Communities and the Environment or another appropriate entity identified by Petitioners at the time it is notified of Developer's verification that Developer has not met or cannot meet the truck EV requirements. The Air Quality Fund shall be used with respect to environmental programs in western Riverside County. Petitioners shall accept or receive no funds under this Agreement.

2. In addition to the one-time penalty, the Developer shall also make a one-time payment equivalent to ten (10) percent of the penalty amount to the Air Quality Fund equivalent to the administrative costs necessary to maintain and administer the Air Quality Fund.

XII. “No-idling” Signage

- A. Developer shall ensure that all “no-idling” signage is well-lit at night, can be easily read from a truck cab in Project driveways and loading dock areas, be in English and Spanish, permanent, and maintained in good condition for the life of the Project.

XIII. Truck Parking

- A. Developer shall provide sufficient on-site truck/trailer parking within truck parking stalls to enable all trucks that visit the site to park on-site, in the designated parking areas and outside of auto parking areas (as determined by a qualified transportation engineer) for the life of the Project. Prior to issuance of the first certificate of occupancy, Developer shall provide Petitioners with a report prepared by a qualified transportation engineer verifying that the warehouse site includes sufficient on-site truck/trailer parking within the designated parking stalls to accommodate all trucks that visit the site.
- B. The Developer shall install permanent signs along the Project’s frontage along Cajalco Road and Seaton Avenue in English and Spanish to inform truck drivers of the on-site truck parking requirement. The signage shall include language describing the County’s penalty schedule for commercial vehicle parking violations. The signage shall be easily readable from all truck cabs, lit at night, permanent, and maintained in good condition for the life of the Project. The signage wording and placement shall be included as part of the Site Plan described below in Section XXVIII.

XIV. Solar Energy and Battery Storage

- A. Developer shall install on all industrial and recreational buildings maximally-sized rooftop photovoltaic (PV) solar arrays that provide 100% of the modeled energy used by the industrial warehouse buildings, charging infrastructure, outdoor facilities, park buildings, and park operations for all applications including electric vehicle charging, ensuring that the Project site’s modeled energy needs are speculative net-zero at year five (5) of operations.
- B. This solar size shall be determined using a whole-building energy model based on the Project design. The model will use the California Energy Commission “CBECC-Com” model following the Title 24 compliance requirements in effect at the time the first building permit is issued to determine the energy use of the Project.

- C. Because utilities often take a long time to respond to applications, within two (2) years of issuance of the certificate(s) of occupancy of the first tenant (subject to utility company delays), Developer shall provide written verification to Petitioners' counsel in writing or via e-mail that the solar array has received Permission to Operate (PTO) from the local utility. For every week beyond the two-year period the utilities have not responded or approved the application, an additional week will be added to the two-year window. Developer shall provide ongoing verification that the standard in Section XIV.A has been met within thirty (30) days of the solar arrays being installed. At five (5) years from the issuance of the certificate of occupancy of the first tenant, Developer shall provide a report of the prior year's energy demand.
- D. All solar requirements and sizing are based on the utility interconnection study. If the utility has a cap on the size of a solar array, Developer will install the maximum amount allowed to meet speculative net-zero at year five (5).
- E. Solar arrays shall be maintained fully operational for at least twenty-five (25) years from installation of the array unless environmentally superior alternative renewable energy technology supported by Sierra Club is available and implemented to meet the same effectiveness.
- F. Within the same time frame outlined above in XIV.C., Developer shall install an operational battery storage system for the Project site that provides at a minimum five (5) hours of average energy consumption based on the version of the California Building Code Title 24 energy model in effect at the time the first certificate of occupancy is issued. The size may be limited by the utility. Battery storage shall be maintained in good condition for the life of the Project. Developer shall provide Petitioners with written verification of compliance with this requirement.
- G. The Project's electrical room(s) shall be designed and built large enough to accommodate expansion as electrical demand increases to accommodate trucks, employee cars, and the clean fleet phase-in set forth in Sections X and XI above. Developer shall provide Petitioners with written verification of compliance with this requirement prior to issuance of any certificate of occupancy and upon request thereafter.

XV. Reflective Index Requirements

- A. Parking areas and concrete flatwork shall use light colored concrete with a solar reflective index of not less than thirty (30) for the lifetime of the Project.
- B. Developer shall ensure that the portion of any building's rooftop that is not covered with solar panels or other utilities shall have a solar reflective index of not less than 78. This material shall maintain the minimum solar reflective index rating for the life of the Project.

- C. Developer shall provide Petitioners with written verification that these requirements have been met within one (1) month of the issuance of any certificate of occupancy.

XVI. LEED Silver Standard

- A. The Developer shall ensure that the Project is built to the most current Leadership in Energy and Environmental Design (“LEED”) Silver standards. Within eight (8) months of issuance of any certificate of occupancy, Developer shall provide Petitioners with written verification that this requirement has been met. Said verification shall include the US Green Building Council checklist prepared by a certified LEED professional.

XVII. No Cold Storage

- A. The Project Site cannot be used for chilled, cooled, or freezer warehouse space, or other uses that would require refrigerated trucks or refrigerated storage.

XVIII. No Dark Warehouse

- A. Developer shall ensure during tenancy that the warehouse facility will employ the full-time-equivalent of a minimum of 295 on-site employees on an annual basis for the life of the Project. Developer will provide Petitioners verification of compliance with this requirement at the end of each calendar year. In the event, this standard cannot be met, Developer shall pay an annual penalty in the amount of \$45,000 towards unemployment aid and career services in western Riverside County into the Employment Fund. Developer’s total penalty payment under this provision (Section XVIII) shall not exceed \$950,000.00. Any such penalties are in addition to the costs to construct the workforce training building, which is valued at \$3,000,000.00.
- B. The Employment Fund shall be administered by the Rose Foundation for Communities and the Environment or another appropriate entity identified by Petitioners at the time it is notified of Developer’s verification that it has not met this requirement. The Employment Fund shall be used to provide unemployment aid and career services in western Riverside County. Petitioners shall accept or receive no funds under this Agreement. The Developer shall also make annual payments to the Employment Fund equivalent to the administrative costs necessary to maintain and administer the Employment Fund.

XIX. Employee Working Conditions

- A. Developer shall ensure that any recruitment effort will require a local job fair advertised only to Mead Valley, Perris, or Moreno Valley residents.

- B. Developer shall provide a lounge for truckers and all employees of the warehouse that is well-stocked with fully-stocked and maintained vending machines, cold-water drinking fountains with bottle fillers, has central air conditioning and heating, and well-maintained restrooms. These amenities shall be maintained in good condition for the life of the Project.
- C. Developer shall provide free water to employees on days where the temperature is over eighty (80) degrees Fahrenheit inside the warehouse. Developer shall install signage informing employees of this requirement in all places where employees will be present. Signage shall be easily readable from any place accessible by employees and maintained in good condition so long as the warehouse facility/facilities is/are in operation.
- D. Developer shall install trees in automobile parking area to provide at least fifty (50) percent shade cover of parking areas within ten (10) years.
- E. Developer shall comply with the Cal/OSHA Heat Illness Prevention in Indoor Place of Employment requirements.
- F. Developer shall ensure that all buildings will be designed with proper ventilation.
- G. Easily-readable thermometers shall be installed in places where employees will be present such that a thermometer can be easily read from any place accessible by employees. All thermometers shall be maintained in good condition so long as the warehouse facility/facilities is/are in operation. With each thermometer, Developer shall install signage that is easily readable from any place accessible by employees, maintained in good condition so long as the warehouse facility/facilities is/are in operation, and states:

“Cal/OSHA requires that:

In outdoor workspaces, shade must be available upon request

In outdoor workspaces, shade must be present when temperatures are greater than 80°F

In outdoor workspaces, high-heat procedures must be implemented once the temperature reaches 95°F

In indoor workspaces, employees must be provided at least one cool-down area which is kept at below 82°F”

- H. While the warehouse facility/facilities is/are in operation, the on-site supervisor shall be automatically notified when internal temperatures exceed Cal/OSHA heat illness prevention thresholds.

XX. On-site Park Buffer and Signalization; Off-site Park

- A. The on-site park shall incorporate a 500-foot buffer across the entire northern portion of the park parcel. The buffer shall be measured from the property line of the warehouse parcel measured from the corner of the truck court. The buffer area shall be landscaped to resemble the natural landscape of the Motte-Rimrock Reserve using fire-resistant, drought-tolerant landscaping incorporating native vegetation and consistent with the visual character of the Motte-Rimrock Reserve. To the extent feasible, species with low biogenic emissions shall be used.
- B. Any buffer area shall be maintained as open space. Subject to County approval, Developer shall record a deed restriction over the underlying property to ensure that the buffer area is maintained as open space in perpetuity.
- C. The full cost of maintenance of the on-site park facility will, in perpetuity, be borne by a special tax under a Community Facilities District (“CFD”) funded in full by the Developer or future owner(s) of the warehouse site.
- D. Developer shall fully fund the signalization of the intersection of Cajalco Road and Decker Road. This signalization shall include crosswalks along all sides of the intersection and buttons that are ADA-accessible and accessible to cyclists and horse riders. Developer shall diligently pursue such installation by the County prior to completion of construction of the on-site park.
- E. Developer shall transfer to the County, subject to County approval, a minimum of three (3) contiguous acres in the downtown core of Mead Valley for use as a public park. Subject to County approval, Developer shall record a deed restriction over the underlying property to ensure that the property transferred is used as a public park. In the event that the County does not accept the deed restriction, Developer shall record a Memorandum of Unrecorded Agreement against the property memorializing the property’s intended use for public park, which Memorandum shall attach a copy of the parties’ settlement agreement as an exhibit. Developer shall provide Petitioners with a copy of the recorded Memorandum within fifteen (15) calendar days of recording.

XXI. Landscaping

- A. Developer shall ensure, per the Conditions of Approval for the Project, “Planting plans shall consider existing landscaping on adjacent and nearby properties and provide a logical transition to the on-site landscaping concepts with designs to prevent abrupt contrasts between properties.” (COA, Planning 2, Page 13).

- B. Developer shall accommodate the implementation of a planting plan which is (1) consistent with the rural atmosphere of Mead Valley in the visual character and theme of the specific trees and groundcover and (2) which will provide a continuous transition between the site and surrounding open space as described in the COA above.
- C. Developer shall incorporate granite boulders (similar to the natural landscape of the Motte-Rimrock Reserve) and fire-resistant, drought-tolerant landscaping incorporating native vegetation and consistent with the visual character of the surrounding area, including the Motte-Rimrock Reserve. To the extent feasible, species with low biogenic emissions shall be used.
- D. Developer shall also use recycled water for site landscaping to the degree it is made available by Riverside County Public Works and is permitted for use by County Code.
- E. Developer shall ensure compliance with these requirements for the life of the Project.
- F. Developer shall provide Petitioners with a landscape plan and plant palette prior to execution of this Agreement.

XXII. Truck Routing

- A. Developer shall not advocate on behalf of or otherwise voice support for any truck routes which permit trucks west of the Project site along Cajalco Road or south of the Project site on Seaton Avenue.
- B. Developer shall restrict truck ingress and egress to the eastern side of the warehouse site at Seaton Avenue and discourage truck traffic on Cajalco Road west of Seaton Avenue and on Seaton Avenue south of the warehouse parcel.
- C. Developer shall provide Petitioners with a Driveway Plan prior to execution of this Agreement. The Driveway Plan shall become an enforceable part of this Agreement and shall include the following: (1) No Project-affiliated truck may use any driveway other than those specifically called out on the Driveway Plan for use by trucks; (2) Developer shall install signage that can be read from a truck cab at Project driveways to indicate required direction of travel. Signage shall be in English and Spanish, well-lit, permanent, and maintained in good condition for the life of the Project; (3) On-site truck movements shall be limited to the minimum necessary for facility operations.
- D. Developer shall ensure compliance with the Driveway Plan for the life of the Project. Enforcement by the Developer shall take the form of (1) site design limiting ingress/egress driveways to the east side of the site on Seaton Avenue; (2) prohibiting right turns onto Seaton Avenue from the Project site, (3) on-site signage identifying restrictions to specific driveways; and (4) notification to tenants of such restrictions.

- E. If Petitioners provide proof of violation by truck drivers entering and leaving the facility which violate the Driveway Plan, the Developer shall pay \$1,500 to the Air Quality Fund per violation.
- F. Any proposed changes to the Driveway Plan require Petitioners' approval, which approval shall not be unreasonably withheld so long as the proposed changes do not increase traffic westbound on Cajalco Road or southbound on Seaton Avenue.
- G. Prior to issuance of any certificate of occupancy, Developer shall seek County approval to install signage at all intersections in the Project vicinity indicating the desired direction of travel. Signage shall be in English and Spanish, well-lit at night, easily readable from a truck cab, permanent, and maintained in good condition for the life of the Project. In the event of County's approval, Developer shall install such signage and provide Petitioners with written proof of installation within six months of issuance of any certificate of occupancy.

XXIII. Bus Stop Installation

- A. Developer shall provide a covered bus stop with a bench along both sides of Cajalco Road north of the Project site to accommodate use of public transportation from forthcoming nearby transit center.

XXIV. Housing Fund Payment

- A. Developer will make a one-time payment of \$150,000 to the Housing Fund. Developer shall submit payment to the entity identified in Section XXIV.B below prior to applying for any grading permits.
- B. The Housing Fund shall be administered by the Riverside Housing Development Corporation or another appropriate entity identified by Petitioners at the time payment is submitted. The Housing Fund shall be used with respect to providing housing services and services to unhoused people in western Riverside County. Petitioners shall accept or receive no funds under this Agreement.

XXV. Setback and Buffers

- A. Developer shall set back the warehouse building a minimum of seventy-five (75) feet from the closest edge of the County's right-of way for Cajalco Road.
- B. The design of the warehouse facility shall incorporate a 14-foot wall around all truck courts. The wall on the southwest corner of the southern truck court shall be extended, subject to County approval and subject to County approving administratively, to the west approximately fifty (50) feet, terminating where large trees are shown on the Landscape Plan. The extension of the wall in the southwest corner of the warehouse parcel shall eliminate tree screening requirements along that wall extension.

- C. The design of the warehouse facility shall incorporate a natural screen of two (2) rows of staggered evergreen, drought-tolerant trees that grow between a minimum of forty (40) feet and sixty (60) feet tall at maturity and provide a solid wall of vegetation (i.e., interlacing or overlapping canopies) around the entire warehouse parcel as shown in the attached Landscape Plan. No palm trees shall be used. Developer shall dedicate a separate irrigation system for the tree screen. Developer shall maintain trees for the life of the Project and shall replace dead or dying trees immediately with mature trees of a similar species. The trees used for this tree screen shall be excepted from other terms in this Agreement requiring drought-tolerant landscaping.

XXVI. Fire Safety

- A. Developer shall only use fire-resistant and drought-tolerant landscaping.
- B. Developer shall obtain conditional use permits for any outdoor storage of materials. Developer shall provide notice to Petitioners of any applications for conditional use permits within one week of submitting the application. The limits in this provision (XXVI.B) do not apply to outdoor storage of pallets.
- C. Outdoor storage of pallets and cardboard shall, at a minimum, comply with the County Fire Marshal's Technical Policy regarding outdoor storage of wood pallets as revised on April 16, 2023. A copy of this policy is attached hereto.
- D. Developer shall prohibit on-site storage of materials which are volatile, extremely hazardous, or lithium-ion batteries (except as otherwise required under this Agreement). This prohibition shall not apply to incidental use of lithium-ion batteries within products or operations of the warehouse facility. Notwithstanding anything to the contrary herein, this provision shall not prohibit or limit lawful ordinary-course tenant or occupant operations at the Project, including industrial, warehouse, distribution, logistics, automotive-service, retail-service, generator, refrigeration, communications, energy-equipment, or similar commercial uses, or the incidental storage, handling, loading, unloading, staging, parking, sale, transport, maintenance, repair, charging, fueling, return, or disposal of materials, vehicles, equipment, merchandise, batteries, fuels, fluids, refrigerants, parts, tools, or products customarily associated with such uses, provided such operations comply with applicable environmental and safety laws.
- E. Developer shall ensure that the Project complies with the County Fire Code, including but not limited to installing additional fire hydrants to serve the Project, ensuring that the main water line serving the Project site is Fire Code-compliant, and ensuring ongoing compliance with updates to the County Fire Code.
- F. Developer shall provide Petitioners with a copy of all plan check submittals to the Fire Department and all plan check responses from the Fire Department within forty-eight (48) hours of their submittal or receipt.

- G. Developer shall ensure compliance with these requirements for the life of the Project.

XXVII. Light Pollution Measures

- A. Developer shall ensure lights of all exterior lighting fixtures shall be compliant with the Mount Palomar Lighting Standards (as indicated in Riverside County Ordinance No. 655) as well as International Dark Sky Standards. Prior to issuance of the first building permit, Developer shall prepare a photometric or other appropriate technical study to confirm the Project has been designed to these lighting standards and that the light color of all Project exterior lighting will be 2400 Kelvin or below. Prior to issuance of the first building permit, Developer shall provide this technical study to Petitioners.
- B. Lights shall be dimmed to twenty-five (25) percent when no motion is detected for eight minutes, except when brighter lights are required by the Fire Department or Police Department due to emergency. In the event the Riverside County Code of Ordinances does not allow exterior lights to be dimmed to twenty-five (25) percent, lights shall be dimmed to limit light intrusion to neighboring properties and to conserve energy to the fullest extent possible. Interior lights shall be dimmed by twenty-five (25) percent and/or shielded where visible to residential units. Developer shall provide Petitioners with verification of compliance with this provision via a submission of the Project's photometric plan prior to issuance of any building permit. If the County determines that lights built to the standards required by this paragraph would not meet applicable requirements of state or local codes (including architectural standards as interpreted by County planning staff), lights shall be no taller and no brighter than necessary to meet those code requirements.
- C. If the County determines the requirements in this Section would not meet applicable requirements in state or local codes, Developer shall provide, in writing, such determination and a corresponding explanation of the County's determinations to Petitioners within thirty (30) days of receiving any such determination from the County.

XXVIII. Site Plan

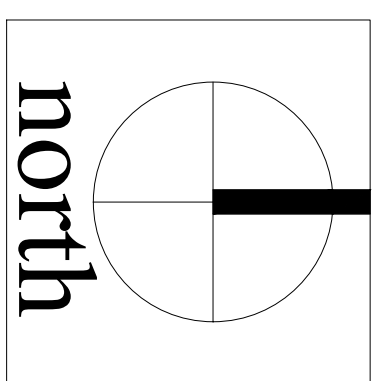
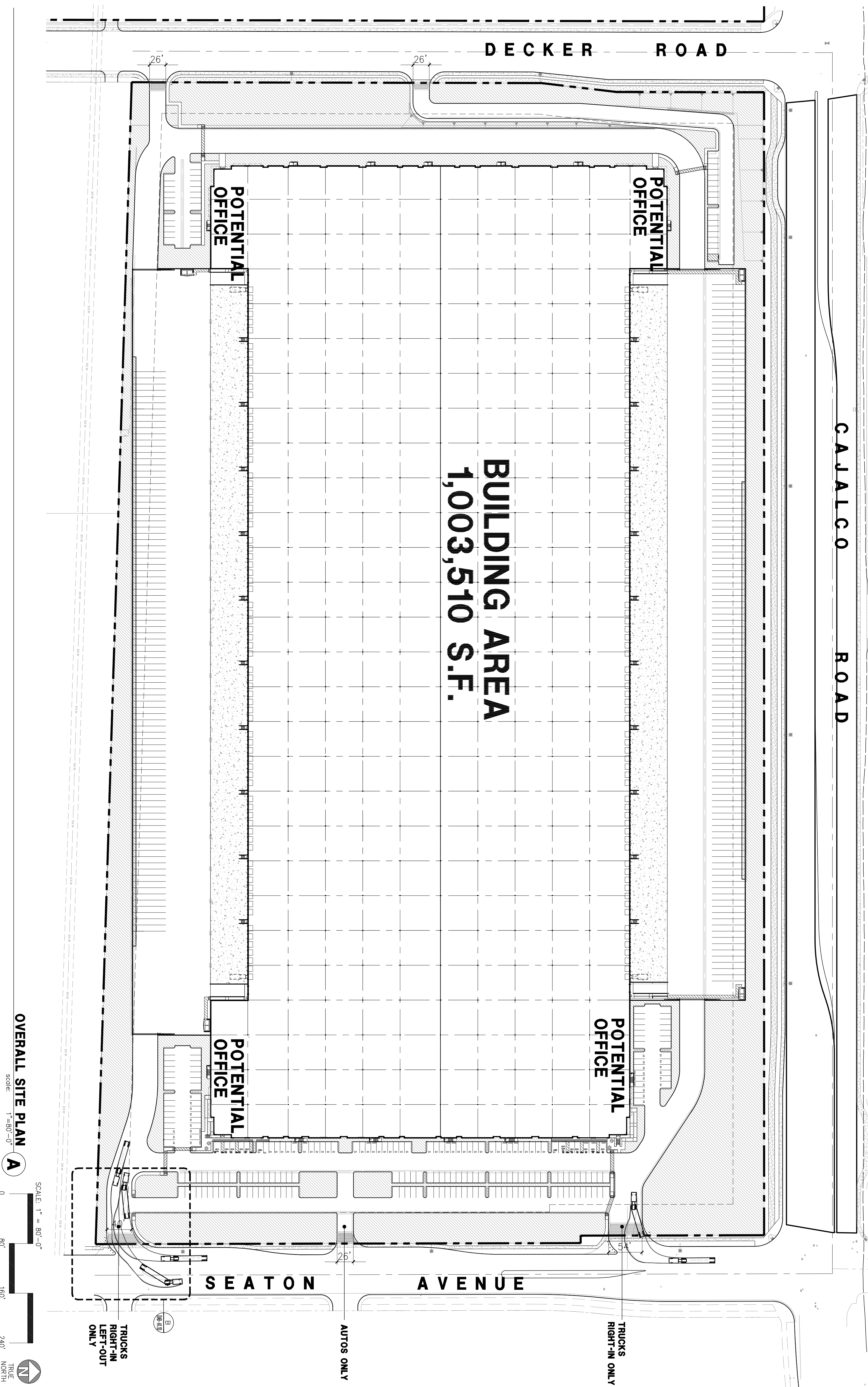
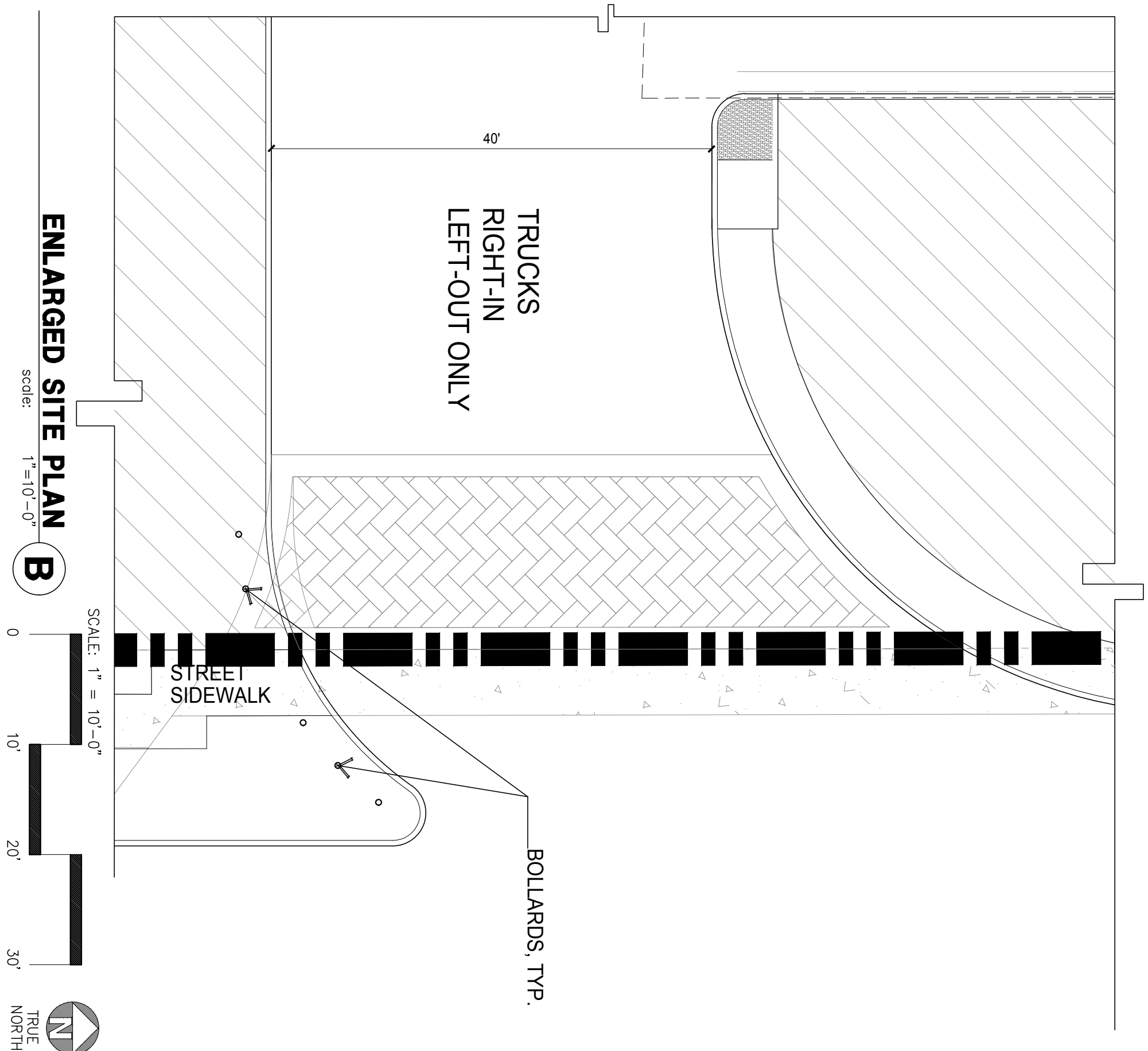
- A. Developer has provided Petitioners with a site plan prior to the execution of this Agreement. The Site Plan shall become an enforceable part of this Agreement and shall demonstrate compliance with the site design requirements described above.

XXIX. Monitoring Costs

- A. Petitioners shall be entitled to all reasonable future costs related to monitoring compliance with this agreement. Developer shall pay such costs within thirty (30) days of receipt of invoice. Notwithstanding the foregoing, Developer's reimbursement obligation shall be no more than \$75,000.00 for the life of the project.

XXX. Certification of Compliance

- A. Developer shall submit by mail and email a letter certifying compliance to counsel for Petitioners when all Project mitigation measures, conditions of approval, and compliance with this agreement are complete.



Conceptual Site Plan

Driveway Plan



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Irvine, CA 92612
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July 27, 2026 / Job #22279

County of Riverside, CA



Riverside County Fire Department

Office of the Fire Marshal

2300 Market St., Ste. 150, Riverside, CA 92501 Ph. (951) 955-4777 Fax (951) 955-4886

Technical Policy

Title: Fire-Flow for Outdoor Storage of Wood Pallets at Pallet Manufacturing and Recycling Facilities
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Technical Policy: # TP 22-001	Effective Date: 01/18/22	Revised Date: 04/16/23
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Code References: Ordinance 787.10; 2022 California Fire Code, Sections 102.9, 104.1, 503, 507, 907, 2810, Appendix B & C; 2022 National Fire Protection Association Standard 72
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Purpose

The Riverside County Fire Department (RCFD) Office of the Fire Marshal (OFM) has prepared this policy to provide guidance to building officials, contractors, architects, business owners, consultants and the general public on local interpretations and practices that are considered to be in compliance with the California Fire Code (CFC). The purpose is to provide fire-flow technical guidance for outdoor wood pallet stacking storage arrangements at pallet manufacturing and recycling facilities (CFC 2810.9). The applicant, at their option, may utilize this guidance or propose to the OFM another fire-flow to be provided for an alternate pallet stacking arrangement. The intent is to clarify aspects of the code that are vague or non-specific by addressing selected issues under normal conditions. The requirements of this policy shall not be construed as altering any existing code, law or regulation which may require fire protection features not covered or alluded to in these requirements, nor shall they waive any requirements of any code, law or regulation. The reader is cautioned that the guidance detailed in this policy may or may not apply to their specific situation, and that the OFM retains final authority to determine compliance.

Scope

This policy is applicable to outdoor storage of wood pallets at new pallet manufacturing and recycling facilities and expansions of outdoor storage of wood pallets at existing pallet manufacturing and recycling facilities. This policy provides an optional outdoor pallet stacking storage arrangement and resulting fire-flow requirement in accordance with CFC Section 2810.9. Other pallet stacking storage arrangements and fire-flow analysis may be submitted to the OFM for review. All other applicable provisions of the CFC including, but not limited to, Section 2810 still apply.

Requirements

1. Pallet storage areas shall be kept free and clear of vegetation, combustible debris, and storage of other combustible materials.
2. Maximum pallet stack dimensions shall be 20 feet x 20 feet with a maximum area of 400 square feet.
3. Maximum pallet stack height shall be 20 feet.
4. Maximum pallet stack volume shall be 8,000 cubic feet.
5. Individual pallet stacks shall be organized into orderly pallet stack arrays.
6. Minimum separation between pallet stacks within arrays shall be 8 feet.

7. Minimum separation between pallet stack arrays shall be 90 feet (materials, uses, buildings and/or structures within the separation are subject to OFM approval) OR provide an OFM approved solid continuous concrete masonry unit block wall with no openings (or other OFM approved barrier) separating the pallet stack arrays. The height of the wall shall be higher than or equal to the height of the tallest pallet stack within 90 feet of each side of the wall and the length of the wall shall extend as necessary until 90 feet of separation between arrays and the pallet stacks within them is achieved. Pallet stacks shall not be stored within 0.75 times the pallet stack height or 8 feet from the wall, whichever is greater. (Note that Planning and/or Building Safety Departments approval may be required for walls)
8. 90 feet of separation shall be provided between the nearest pallet stack array and any adjacent property line that can be built upon (materials, uses, buildings and/or structures within the separation are subject to OFM approval) OR provide an OFM approved solid continuous concrete masonry unit block wall with no openings (or other OFM approved barrier) separating the pallet stack array and the adjacent property lines that can be built upon. The height of the wall shall be higher than or equal to the height of the tallest pallet stack in the adjacent pallet stack array within 90 feet from the wall. The length of the wall shall extend as necessary until 90 feet of separation between the pallet stack array and the adjacent property line that can be built upon is achieved. Pallet stacks shall not be stored within 0.75 times the pallet stack height or 8 feet from the wall, whichever is greater. (Note that Planning and/or Building Safety Departments approval may be required for walls)
9. Maximum pallet stack array area including internal separations such as, 8 foot aisles and fire apparatus access roads, shall be 36,000 square feet.
10. Fire-flow shall be determined based on the largest pallet stack array area (including internal separations) utilizing CFC Appendix B, Table B105.1(2) for Type V-B construction.
11. Pallet stack array areas shall not exceed the available fire-flow at the array locations.
12. Fire apparatus access roads in accordance with CFC Section 503 shall extend to within 150 feet of all portions of the pallet stacks.
13. Permanent delineation of pallet stack, pallet array and on-site fire apparatus access roads shall be provided as approved by OFM.
14. Fire hydrants capable of providing the required fire-flow shall be spaced along the required fire apparatus access roads in accordance with CFC 507.5 and Appendix C, Table C102.1, or as otherwise determined by the OFM.
15. The Fire Marshal may require an OFM approved automatic fire detection system to be provided for the entire pallet storage area based on the potential for fires to expand beyond the available fireflow. Factors considered may include history of wind events, limited fire department access, proximity and availability of fire apparatus to respond, surrounding vegetation, and other factors that can contribute to fire growth and size. The automatic fire detection system shall comply with National Fire Protection Association Standard 72 and shall transmit an alarm to a supervising station and provide a local alarm at a normally occupied location.

Note that additional department approvals such as Planning and/or Building Safety Departments may be required. Their regulations may be more restrictive than the requirements above.

Example pallet storage site plan diagram on next page

Example Pallet Storage Site Plan

