

RESOLUTION NUMBER 2023-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MORENO VALLEY, CALIFORNIA, ACCEPTING THE
COMMUNITY BENEFITS VOLUNTARILY OFFERED BY
MVTC, LLC WHICH ARE NOT CONDITIONS OF APPROVAL
OR MITIGATION MEASURES IMPOSED BY THE CITY FOR
THE MORENO VALLEY TRADE CENTER PROJECT**

WHEREAS, the City of Moreno Valley (“City”) is a general law city and a municipal corporation of the State of California; and

WHEREAS, MVTC, LLC, a Delaware limited liability company (“Applicant”) is proposing the development of a 1,263,271 square foot, modern light industrial building to be used as a warehouse distribution/logistics center, or, in the alternative, as an e-commerce facility, commonly known as the Moreno Valley Trade Center (“Proposed Project”), which includes associated site improvements, such as but not limited to, drive aisles, landscaping, utility infrastructure, water quality basins, exterior lighting, walls/fencing, and signage, as more fully described in the Environmental Impact Report (EIR), a copy of which is incorporated herein by this reference as though set forth in full; and

WHEREAS, the Proposed Project is located on land situated on Eucalyptus Avenue, west of Redlands Boulevard, north of Encelia Avenue, and east of Quincy Channel (APN’S 488-340-002 through 488-340-012) (“Project Site”); and

WHEREAS, the Proposed Project includes the following requested entitlements: 1) General Plan Amendment (PEN19-0191), 2) Change of Zone (PEN19-0192) and corresponding amendment to the City’s Zoning Atlas, 3) Tentative Parcel Map (PEN19-0234), and 4) Plot Plan (PEN19-0193); and

WHEREAS, the purpose of General Plan Amendment (PEN19-0191) is to change the Land Use Designation of the Project Site under the City of Moreno Valley General Plan Land Use Map from Residential 2 (R2) to Business Park (BP); and

WHEREAS, the purpose of Change of Zone (PEN19-0192) is to rezone the Project Site from Residential Agriculture 2 District (RA2) to Light Industrial District (LI), and to remove the Project Site’s “Primary Animal Keeping Overlay (PAKO)” overlay classification; and

WHEREAS, the purpose of Tentative Parcel Map (PEN19-0234) is to merge the existing 11 parcels into a single parcel; and

WHEREAS, the purpose of Plot Plan (PEN19-0193) is to construct an approximately 1,263,271 square foot Warehouse/Distribution building on the Project Site with associated parking, landscape improvements and off-site public improvements; and

WHEREAS, the Proposed Project was considered by the Planning Commission at

a duly noticed public hearing conducted on October 28, 2021, and the Planning Commission voted 4-0 to deny the Proposed Project; and

WHEREAS, the Applicant appealed the Planning Commission's decision as set forth in Appeal Application (PAA21-0001) and a duly noticed public hearing on the appeal was conducted by the City Council on December 7, 2021; and

WHEREAS, at the public hearing held on December 7, 2021, the City Council did not rule on the appeal, but rather, after receiving public testimony unanimously voted to continue the public hearing regarding the Draft EIR and the Proposed Project to a date uncertain; and

WHEREAS, the Applicant has taken into consideration several issues raised by the Planning Commission in its denial of the Proposed Project and input it received from members of the public and the City Council at the December 7, 2021 public hearing, and submitted various revisions to the Proposed Project that the Applicant represented are responsive to the various concerns raised by members of the public, the Planning Commission and the City Council; and

WHEREAS, since none of the proposed revisions presented by the Applicant nor recommended by staff require any modifications or revisions to General Plan Amendment (PEN19-0191) and Change of Zone (PEN19-0192), as originally presented on October 28, 2021, at the Planning Commission public hearing and on December 7, 2021 City Council public hearing, the City Council is not required to refer the Proposed Project back to the Planning Commission for a recommendation prior to taking final action of the Proposed Project, as revised; and

WHEREAS, on June 21, 2022, the City Council did not rule on the appeal, but rather, unanimously voted to continue the public hearing regarding the Draft EIR and the Proposed Project to a date uncertain prior to reopening the public hearing; and

WHEREAS, on November 15, 2022, the item was scheduled for consideration by the City Council; however, the meeting was canceled and adjourned to December 6, 2022, with no action being taken; and

WHEREAS, on December 6, 2022, the City Council did not rule on the appeal, but rather, unanimously voted to continue the public hearing regarding the Draft EIR and the Proposed Project to a date uncertain prior to reopening the public hearing; and

WHEREAS, on April 18, 2023, the City Council conducted a duly noticed continued public hearing on the Proposed Project, as revised, and considered the Proposed Project's Environmental Impact Report and related Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations; and

WHEREAS, on April 18, 2023, in accordance with the provisions of the California Environmental Quality Act (CEQA) and CEQA Guidelines, the City Council considered and approved Resolution No. 2023-___ certifying the Proposed Project's Environmental Impact Report, adopting a Mitigation Monitoring and Reporting Program and approving a

Statement of Overriding Considerations; and

WHEREAS, in addition to the CEQA-related Mitigation Measures and the Conditions of Approval related to the requested entitlements, the Applicant has offered numerous “Community Benefits,” as described in the letter attached hereto as Exhibit A, that fall beyond the City’s legal authority to approve as CEQA-related Mitigation Measures or as the Conditions of Approval related to the requested entitlement since there is not a sufficient nexus to the potential impacts of the Proposed Project; and

WHEREAS, notwithstanding above, the Applicant has agreed that the Community Benefits be memorialized as enforceable conditions of approval; and

WHEREAS, the Community Benefits offered by the Applicant include providing up to \$204,000 to fund and administer several electric vehicle grant programs, that will include funding for Heavy Duty Electric Trucks, Medium Duty Electric Trucks, Local Delivery Electric Vehicles and Electric Passenger Vehicles which the Applicant shall be responsible for establishing, funding and administering; and

WHEREAS, the Applicant has also offered to provide \$113,000 to fund a Solar Advocacy Fund, Residential Air Filtration Reimbursement Program, Residential Noise Insulation Reimbursement Program and Residential Exterior Pressure Washing Reimbursement Program, in addition to installing additional onsite EV charging stations and at least one APU plug-in for every 35 dock doors at multiple locations within the Project Site where trucks are proposed to park; and

WHEREAS, the Applicant has further offered that only electrical appliances shall be used in building office areas, and the use of portable or stationary diesel powered generators shall be prohibited unless necessary due to emergency situations or constrained supply, and that all construction equipment shall meet or be cleaner than Tier 4 standards, except if the general contractor overseeing the Proposed Project’s construction certifies that it is not feasible to use exclusively Tier 4 equipment due to limited availability; and

WHEREAS, in addition to the above-referenced Community Benefits, the Applicant has offered to develop and construct an 18-acre park facility, accommodating two full-size size fully lighted soccer fields, a fully lighted baseball field, a snack bar/concession, public restrooms, a walking path, playground, exercise equipment, landscaping and related parking, as more particularly described in the Community Park Acquisition and Improvement Agreement, attached hereto as Exhibit B; and

WHEREAS, all of the Community Benefits referenced above, and the development of the Community Park are neither CEQA-related mitigation measures nor conditions of approval that the City has the legal authority to unilaterally impose on the Applicant or the Proposed Project, due to the lack of the requisite nexus that is otherwise required in order to unilaterally impose as environmental mitigation measures or conditions of approval on an applicant or a proposed development project that requires discretionary approval; and

WHEREAS, notwithstanding above, the Applicant has agreed that everything

being offered by the Applicant be memorialized as enforceable conditions which means the City will be able to use code and permit enforcement procedures to ensure implementation; and

WHEREAS, section 37354 of the Government Code permits the City Council to accept or reject any gift, bequest, or devise made to the City, subject to any limitations imposed by the donor.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals and Exhibits

That the foregoing Recitals and attached Exhibits are true and correct and are hereby incorporated by this reference.

Section 2. Acceptance of Community Benefits

That pursuant to section 37354 of the Government Code, the City Council hereby accepts, on behalf of the City of Moreno Valley, the Community Benefits, as described in Exhibit A, and the offer to develop a Community Park pursuant to the Community Park Acquisition and Improvement Agreement attached hereto as Exhibit B.

Section 3. Authority to Execute Agreement

That the City Manager is hereby directed and authorized to execute the Community Park Acquisition and Improvement Agreement attached hereto as Exhibit B. Agreement and to approve any subsequent amendments, subject to the consent of the City Attorney, consistent with the intent and purposes of the Agreement.

Section 4. Enforceability

That as offered by the Applicant, the Community Benefits hereby offered by the Applicant and accepted by the City, as set forth in Exhibit A, shall be memorialized as enforceable conditions which shall permit the City to use code and permit enforcement procedures to ensure implementation of each of the Community Benefits.

Section 5. Repeal of Conflicting Provisions

That all the provisions as heretofore adopted by the City Council that are in conflict with the provisions of this Resolution are hereby repealed.

Section 6. Severability

That the City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as

hereby adopted shall remain in full force and effect.

Section 7. Effective Date

That this Resolution shall take effect immediately upon the date of adoption.

Section 8. Certification

That the City Clerk shall certify to the passage of this Resolution.

PASSED AND ADOPTED THIS 18th day of April, 2023.

Ulises Cabrera, Mayor

ATTEST:

Jane Halstead, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, Interim City Attorney

Exhibits:

Exhibit A - Letters Offering Community Benefits

Exhibit B - Community Park Acquisition and Improvement Agreement

EXHIBIT A
LETTERS OFFERING COMMUNITY BENEFITS

MVTC, LLC
901 Via Piemonte, Suite 175
Ontario, CA 91764

December 1, 2021

VIA FEDERAL EXPRESS AND
E-MAIL – CityClerk@moval.org

Honorable Mayor and Members of the City Council
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

Dear Honorable Mayor and Members of the City Council:

MVTC, LLC, (“Hillwood”) presents this letter as a commitment to the City of Moreno Valley to integrate the below Community Benefits into our proposed Moreno Valley Trade Center project (“Project”) as either Project design features, minimization measures and/or similar mechanisms, conditioned only on Project approval. The Project is currently before the City as application PEN19-0191 (General Plan Amendment); PEN19-0192 (Change of Zone); PEN19-0193 (Plot Plan); and PEN 19-0234 (Tentative Parcel Map). Key components of this commitment include:

- Heavy Duty Truck Grants Quantity 5 Value: \$125,000
- Medium Duty Truck Grants Quantity 2 Value: \$27,000
- Local Delivery Truck Grants Quantity 3 Value: \$27,000
- Local Community Passenger Vehicle & Zero Emission Transportation Grants Quantity: 25 Value \$25,000
- Donation to Electric Vehicle Advocacy Fund Value \$5,000
- Donation to Solar Advocacy Fund \$5,000
- Install minimum of 12 onsite EV Chargers
- Residential Air Filtration Reimbursement Program Value \$40,000
- Residential Noise Insulation Reimbursement Program Value: \$64,000
- Residential Exterior Pressure Washing Reimbursement Value: \$4,000
- Design the Building to achieve LEED Silver certification standards
- Provide setback from residences (434’ from Building to centerline of Encelia) and landscape screening (599 trees total on site, focusing on large specimen-24” box-, evergreen and California native trees)
- Install 14 foot-tall walls for noise mitigation
- Provide enhanced architecture (glass, metal articulation, variety of colors and textures)
- Install new, multi-purpose trails along east and west sides of project site
- Install above-standard offsite storm drain – 78” pipe from Encelia Avenue south to Dracaea allowing system to satisfy master plan

Honorable Mayor and City Council Members
City of Moreno Valley
December 1, 2021
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We look forward to contributing to the betterment of the Moreno Valley community.

Sincerely,

MCTV, LLC
a Delaware limited liability company

By: 

Scott Morse
Vice President

COMMUNITY BENEFITS

The Project Applicant/Developer offered to provide the benefits set forth below, as enforceable special conditions of approval. As such, none of the following special conditions of approval shall be considered Mitigation Measures under CEQA.

1. Heavy Duty Electric Truck Grant Program - \$125,000

Prior to the issuance of the first building permit for the Project, the Developer shall establish a trust account or escrow account in which Developer shall deposit \$125,000 for the purpose of providing grants to private third parties for the purchase of at least five Class 8 Heavy Duty Electric Trucks. The Program shall prioritize grant applicants who will use their Heavy Duty Electric Trucks in the City of Moreno Valley and along the Highway 60 corridor, and shall give special priority for drayage trucks that will be used in the City of Moreno Valley and along the Highway 60 corridor. The grants shall be awarded prior to the issuance of the first Certificate of Occupancy for the Project.

The award of the Heavy Duty Electric Truck Grants shall include the following two conditions:

- (1) A prohibition on the resale of the Heavy Duty Electric Truck to an entity that will operate trucks outside of California; and
- (2) 85% of the mileage must occur in the SCAQMD region, which shall be enforced using a geo -fencing electronic system on each Heavy Duty Electric Truck that has been funded by the Program.

The Developer shall be responsible for establishing, funding and administering the Heavy Duty Electric Truck Grant Program, and provide a hyperlink to the Program that the City that may post on the City's official website for interested parties to access information about the Program.

2. Medium Duty Electric Truck Grant Program - \$27,000

Prior to the issuance of the first building permit for the Project, the Developer shall establish a trust account or escrow account in which Developer shall deposit \$27,000 for the purpose of providing grants to private third parties for the purchase of at least two Class 6 and/or Class 7 Medium Duty Electric Trucks. The Program shall prioritize grant applicants who will use their Medium Electric Trucks in the City of Moreno Valley and along the Highway 60 corridor. Only if there is no demand for Class 6 and Class 7 Medium Duty Electric Trucks, shall the grants be provided for the purchase of Class 4 and Class 5 Medium Duty Electric Trucks, with priority given to Class 5 over Class 4 Medium Duty Electric Trucks. The grants shall be awarded prior to the issuance of the first Certificate of Occupancy for the Project.

The award of the Medium Duty Electric Truck Grants shall include the following two conditions:

- (1) A prohibition on the resale of the Medium Duty Electric Truck to an entity that will operate trucks outside of California; and
- (2) 85% of the mileage must occur in the SCAQMD region, which shall be enforced using a geo-fencing electronic system on each Medium Duty Electric Truck that has been funded by the Program.

The Developer shall be responsible for establishing, funding and administering the Medium Duty Electric Truck Grant Program, and provide a hyperlink to the Program that the City that may post on the City's official website for interested parties to access information about the Program.

3. **Local Delivery Electric Vehicle Program - \$27,000**

Prior to the issuance of the first building permit for the Project, the Developer shall establish a trust account or escrow account in which Developer shall deposit \$27,000 for the purpose of providing grants to private third parties for the purchase of at least three Local Delivery Electric Vehicles (generally referred to as Class 1, 2, and 3 trucks) for use for deliveries within the City of Moreno Valley and the immediate vicinity.

The Program shall prioritize grant applicants who occupy buildings situated within the Project Site that are located the closest to any developed residential areas and intend to use the grant proceeds to purchase the highest class of Class 1, 2, and 3 trucks for which there is demand. The grants shall be awarded prior to the issuance of the first Certificate of Occupancy for the Project.

The award of the Local Delivery Electric Truck Grants shall include a condition that requires that 50% of the mileage must occur in Moreno Valley and the Highway 60 corridor, which shall be enforced using a geo-fencing electronic system on each Local Delivery Electric Vehicle that has been funded by the Program.

The Developer shall be responsible for establishing, funding and administering the Local Delivery Electric Vehicle Grant Program, and provide a hyperlink to the Program that the City that may post on the City's official website for interested parties to access information about the Program.

4. **Electric Passenger Vehicle Grant Program - \$25,000**

Prior to the issuance of the first building permit for the Project, the Developer shall establish a trust account or escrow account in which Developer shall deposit \$25,000 for the purpose of providing 25 \$1,000 grants to Moreno Valley residents for the purchase of electric passenger vehicles.

The Program shall prioritize grant applicants who occupy households earning not more than 150% of the Area Median Income, as calculated by the U.S. Department of Housing and Urban Development.

The Developer shall be responsible for establishing, funding and administering the Electric Passenger Vehicle Grant Program, and provide a hyperlink to the Program that the City that may post on the City's official website for interested parties to access information about the Program.

5. **Electric Vehicle Advocacy Fund - \$5,000**

Prior to the issuance of the first building permit for the Project, the Developer shall establish a trust account or escrow account in which Developer shall deposit \$ 5,000 for the purpose of contributing the proceeds to a bona fide California non - profit organization, in good standing, that focuses on informing and educating members of the general public about the environmental benefits of electric vehicles and /or provides outreach, education, and training on the maintenance of zero - emissions vehicles.

Non-profit organizations, including without limitation to labor and /or environmental organizations, that are located in the City of Moreno Valley or which provide services to Moreno Valley residents shall be prioritized.

The Developer shall be responsible for establishing, funding and administering the Electric Vehicle Advocacy Fund to ensure that the grant funds are properly used, and provide a hyperlink to information regarding the availability of the funds that the City that may post on the City's official website for interested parties to access information about the Fund.

6. **Solar Advocacy Fund - \$5,000**

Prior to the issuance of the first building permit for the Project, the Developer shall establish a trust account or escrow account in which Developer shall deposit \$ 5,000 for the purpose of contributing the proceeds to a bona fide California non - profit organization, in good standing, that focuses on informing and educating members of the general public about the environmental benefits of solar -generated electricity and/or provides outreach, education, and training on the installation and maintenance of solar panels and equipment.

Non-profit organizations, including without limitation to labor and /or environmental organizations, that are located in the City of Moreno Valley or which provide services to Moreno Valley residents shall be prioritized.

The Developer shall be responsible for establishing, funding and administering the Solar Advocacy Fund to ensure that the grant funds are properly used, and provide a hyperlink to information regarding the availability of the funds that the City that

may post on the City's official website for interested parties to access information about the Fund.

7. Residential Air Filtration Reimbursement Program - \$40,000

Prior to the issuance of the first building permit for the Project, the Developer shall establish a trust account or escrow account in which Developer shall deposit \$40,000 for the purpose of paying up to 90% of a Moreno Valley's homeowner's cost of purchasing and installing non-portable air filtration systems including any necessitated HVAC modification, not exceeding \$5,000 per home, as follows:

(a) The homeowner's home is an eligible home with the following address:

- 28572 Galino Court (APN: 478-400-041)
- 28602 Galino Court (APN: 478-400-016)
- 28608 Galino Court (APN: 478-400-017)
- 13020 Essen Lane (APN: 478-401-001)
- 13025 Gershwin Way (APN: 478-301-010)
- 13026 Gershwin Way (APN: 478-301-009)
- 13031 Mozart Way APN: 478-301-001)
- 28778 Strauss Lane (APN: 478-303-013)
- 28794 Strauss Lane (APN: 478-303-012)
- 28810 Strauss Lane (APN: 478-303-011)
- 13031 Shubert Street (APN: 478-303-001); and

(b) The homeowner requests payment within five years of the commencement of grading or commencement of construction of the first warehouse building. In the event a homeowner has a household income less than 80% of the Area Median Income as determined by the Department of Housing and Urban Development, the Project Applicant shall pay 100% of the cost of the air filtration system, not exceeding \$5,000 per home. The homeowner shall be permitted to select and contract with a contractor or installer of the homeowner's choice.

The Developer shall mail notice of the Residential Air Filtration System Reimbursement Program via registered or certified mail to homeowners of record of the eligible homes prior to the issuance of the Project's first grading or building permit and annually thereafter for four years. The notice shall identify the exact date when the five-year period starts and ends.

The Developer shall be responsible for establishing, funding and administering the Residential Air Filtration System Reimbursement Program to ensure that the reimbursement funds are properly used, and provide a hyperlink to information regarding the availability of the funds that the City that may post on the City's official website for interested parties to access information about the Fund.

8. **Residential Noise Insulation Reimbursement Program - \$64,000**

Prior to the issuance of the first building permit for the Project, the Developer shall establish a trust account or escrow account in which Developer shall deposit \$64,000 for the purpose of paying up to 90% of a Moreno Valley's homeowner's cost of purchasing and installing noise insulation measures, not exceeding \$8,000 per home, as follows:

a. The homeowner's home is an eligible home with the following address:

- 28572 Galino Court (APN: 478-400-041)
- 28602 Galino Court (APN: 478-400-016)
- 28608 Galino Court (APN: 478-400-017)
- 13020 Essen Lane (APN: 478-401-001)
- 13025 Gershwin Way (APN: 478-301-010)
- 13026 Gershwin Way (APN: 478-301-009)
- 13031 Mozart Way APN: 478-301-001)
- 28778 Strauss Lane (APN: 478-303-013)
- 28794 Strauss Lane (APN: 478-303-012)
- 28810 Strauss Lane (APN: 478-303-011)
- 13031 Shubert Street (APN: 478-303-001), and

b. The homeowner requests payment within five years of the commencement of grading or commencement of construction of the first warehouse building. In the event a homeowner has a household income less than 80% of the Area Median Income as determined by the Department of Housing and Urban Development, the Project Applicant shall pay 100% of the cost of the noise insulation, not exceeding \$10,000 per home. The homeowner shall be permitted to select and contract with a contractor or installer of the homeowner's choice.

The Developer shall mail notice of the Residential Noise Insulation Reimbursement Program via registered or certified mail to homeowners of record of the eligible homes prior to the issuance of the Project's first grading or building permit and annually thereafter for four years. The notice shall identify the exact date when the five-year period starts and ends.

The Developer shall be responsible for establishing, funding and administering the Residential Noise Insulation Reimbursement Program to ensure that the reimbursement funds are properly used, and provide a hyperlink to information regarding the availability of the funds that the City that may post on the City's official website for interested parties to access information about the Fund.

9. **Residential Exterior Pressure Washing Reimbursement Program - \$4,000**

Prior to the issuance of the first building permit for the Project, the Developer shall establish a trust account or escrow account in which Developer shall deposit \$

4,000 for the purpose of reimbursing each homeowner for exterior pressure washings of the first two rows of homes on the south side of Encelia Avenue up to \$ 500 per house during any on-site or off-site grading activities, not exceeding a total sum of \$4,000.

The Developer shall be responsible for establishing, funding and administering the Residential Exterior Pressure Washing Reimbursement Program to ensure that the reimbursement funds are properly used, and provide a hyperlink to information regarding the availability of the funds that the City that may post on the City 's official website for interested parties to access information about the Fund.

10. **Onsite EV Chargers and APU Plug-Ins**

Prior to the issuance of the first Certificate of Occupancy for the Project, the Developer at its own cost shall install at a minimum, 12 onsite EV charging stations. In addition, prior to the issuance of the first Certificate of Occupancy for the Project, the Developer shall install at its own cost at least one APU plug -in for every 35 dock doors at multiple locations within the Project Site where trucks park, with signage that identifies in English and Spanish where such APU plug-ins are located. Signage at each EV parking space shall also state that the EV parking space is for EVs only and improperly parked vehicles shall be towed.

11. **LEED Silver Certification Standards**

The Developer shall design the Project's main building's shell and core to meet the Leadership in Energy and Environmental Design (LEED)-equivalent "Silver" Certification standards. If the Developer advertises any building within the Project Site as having LEED Silver Certification, it shall apply for and obtain such certification prior to distributing or publishing any such advertisement. If LEED Silver Certification is granted, notice shall be provided to the City and any interested parties submitting a written request for proof of LEED Silver Certification.

12. **Electrical Appliances**

Only electric appliances shall be used in building office areas (e.g., electric stoves).

13. **Diesel Powered Generators**

The use of portable or stationary diesel powered generators shall be prohibited unless necessary due to emergency situations or constrained supply.

14. **Construction Equipment**

All construction equipment shall meet or be cleaner than Tier 4 standards, except if the general contractor overseeing the Project's construction certifies that it is not

feasible to use exclusively Tier 4 equipment due to limited availability. In all events, at least 80% of all construction equipment shall meet or be cleaner than Tier 4 standards throughout the construction phase of the Project.

In the event that any portable or stationary diesel-powered construction equipment becomes available with improved emission control devices that reduce particulate matter emissions, including fine particulate matter, and reduces NOx emissions at commercially reasonable prices, and in sufficient quantities to be reasonably available, then the Developer may cause the use of such construction equipment. Otherwise, no stationary or portable diesel-powered generators may be used, during construction, unless necessary due to emergency situations or constrained supply.

15. **Lighting Program**

The Developer shall establish a Lighting Program that incorporates the following: (a) implements measures that are intended to reduce light and glare to maximum extent practicable; (b) implements a lighting program in compliance with International Dark Sky Association standards, except where doing so would violate safety requirements or federal, state, county or City regulations; (c) requires all exterior lighting, including street lights, to be 2,700 Kelvin; (d) commands the installation of motion sensors on all interior lighting consistent with applicable Title 24 regulations; (e) mandates the installation of full cut-off luminaires on all buildings and poles situated within the Project Site; (f) orders the posting of signs on-site stating that truck head lights shall be turned off within five minutes of truck parking; (g) requires all construction lighting to be shielded and directed away from the Project's property lines; and (h) limits the height of all outdoor freestanding and wall-mounted lights to no more than 20 feet within 180 feet of the centerline of any public streets, except where doing so would violate safety requirements or any federal, state, county or City regulations.

16. **Landscaping Requirements**

The Developer shall plant at least 599 trees at the Project Site, consistent with the following:

- a. **Screening:** Along the perimeter edges of the Project Site facing the existing residential neighborhood, it shall be developed to screen future buildings with walls, and/or landscaping. For all buildings along the perimeter edges of the Project Site, all buildings and roof mounted equipment shall be substantially screened by walls and/or landscaping which remains in a state of maturity and non -deciduous at all times of the year. "Substantially screened" means that while there might be some view of the buildings looking through the foliage, the buildings will be mostly obscured from view.
- b. **Large Trees:** At least 50% of the trees planted along the perimeter edges of the Project Site which face the existing residential neighborhood shall be

24-inch box trees.

- c. **Evergreen Trees:** Evergreen trees, which include all species of decorative non- deciduous trees, shall constitute 95% of all 24-inch box trees planted along the perimeter edges of the Project Site which face the existing residential neighborhood. The 24-inch box evergreen trees shall be concentrated towards the higher topographic elevations within the perimeter edges of the Project Site to maximize screening.
 - d. **Palm Trees:** Palm trees may only be planted in accent areas only.
 - e. **Accent Elements:** To the extent practicable, in order to create visual interest, site contours shall vary and accent elements, such as boulders, which shall be placed along the frontage of the perimeter edges of the Project Site facing the existing residential neighborhood.
 - f. **Layered Effect:** Along the perimeter edges of the Project Site facing the existing residential neighborhood, trees shall be planted at varied depths from the Project Site's property line so that instead of creating a uniform and linear appearance, the planted trees create a layering effect as viewed from adjacent streets so as to maximize screening of buildings.
 - g. **Maintenance:** Trees shall be maintained in their natural form and shape with minimal pruning and all dead trees shall be promptly removed and replaced with similar type and size trees.
 - h. **Parking Area Trees:** Trees planted in the Project Site's parking areas shall be capable of achieving 50% shading within ten years of planting.
 - i. **Invasive Non-Native Vegetation:** Invasive non-native vegetation, such as certain grasses, shrubs, and sub-shrubs shall be removed from the Project Site as part of the Project's regular landscaping services.
 - j. **Entire Site.** Evergreen trees, which include all species of decorative non-deciduous trees, shall constitute 50% of all trees planted within the Project Site.
17. **Trucks:**
- a. **Drive Aisle Walls:** All portions of truck circulation drive aisles that are visible from any existing home within 1,000 feet of the perimeter edges of the Project Site shall be shielded by walls at least 14 feet high, upon approval of the City to ensure no traffic safety issues are created. In no case, however, shall any such walls be lower than 12 feet high.
 - b. **Turning Measures:** The Developer shall design and install on -site physical

improvements, including but not limited to curbs, street humps, street bumps or textured pavement, approved by the City, that discourage truck operators from turning their trucks in the wrong direction when entering or leaving the Project Site.

- c. **Directional Signage:** The Developer shall install on-site signage clearly stating which directions trucks must turn at all streets exiting the Project Site.

18. **Construction Activities:**

- a. No nighttime grading or outside construction between 6:00 p.m. and 7:00 a.m. shall be conducted within 1,000 feet of any existing home across the street along the perimeter edge of the Project Site, except if necessary for concrete pours.
- b. The Developer shall provide notice to residents within 100 feet of any portion of the perimeter edge of the Project Site, at least one week prior to construction between 6:00 p.m. and 7:00 a.m.
- c. Construction trucks shall be prohibited from using Encelia Street., other than for infrastructure construction or necessary detours.
- d. Lunch vendor services shall be provided on-site during the construction phase of the construction phase of the Project.

19. **Parking:**

- a. The Project shall include preferential parking for carpools and vanpools equal to 5% of the total number of on-site parking spaces.
- b. The Project shall include designated parking spaces for motorcycles.
- c. The Project shall provide sufficient on-site truck parking within the on-site parking areas to enable all trucks reasonably expected to visit the Project to park on-site (as determined by a qualified transportation engineer).

20. **Rooftops:**

Warehouse roof areas not covered by solar panels shall be constructed with materials with an initial installation Solar Reflective Index Value of not less than 39.

21. **Trash Removal:**

Trash removal within and along all perimeter edges of the Project Site shall occur at least weekly or within three business day of receipt of notification to any occupant of the Project or the Project's management or community ombudsman.

22. **Signage:**

Developer agrees to augment the sign prohibiting truck traffic southbound on Redlands (said sign currently located at the NW corner of Eucalyptus and Redlands) to a larger size and more prominent design, subject to review and approval by City staff.

23. **Backup Alarms:**

To reduce noise associated with the use of backup alarms, either ambient-sensitive self-adjusting backup alarms or manually adjustable alarms shall be used on all equipment in use on the project site that requires a backup alarm. Ambient-sensitive self-adjusting backup alarms shall be equipped to increase or decrease their volume based on background noise levels by self-adjusting to produce a tone that is readily noticeable over ambient noise levels, which is typically a minimum of 5 decibels above the ambient noise, but not so loud as to be a constant annoyance to neighbors. Close attention shall be given to the alarm's mounting location on the machine in order to minimize engine noise interference, which can be sensed by the alarm as the ambient noise level. An alarm mounted directly behind a machine radiator shall be equipped to sense the cooling fan's noise and adjust accordingly. If ambient backup alarms are utilized, a log shall be maintained that describes the type and timing of maintenance of each piece of equipment that is essential to the effective operation of the ambient backup alarm system. If manually-adjustable alarms are used, which eliminates the machine mounting location problem of the ambient-sensitive self-adjustable backup alarms, each such alarm shall be set at the beginning of each day and night shift. If manual backup alarms are utilized, a log shall be maintained that describes the type and timing of maintenance of each piece of equipment that is essential to the effective operation of the manual backup alarm system. Alternatively, backup movements can be supervised with a guide and flagging system if permitted under applicable OSHA regulations. If a flagging system is used, a log shall be maintained that describes the type of equipment used, if any, and the name of each flag person. All Logs shall be retained for a minimum of 12-months and be readily available to the City of Moreno Valley for inspection purposes during normal business hours.

MVTC, LLC
901 Via Piemonte, Suite 175
Ontario, CA 91764

June 14, 2022

VIA FEDERAL EXPRESS AND
E-MAIL - CityClerk@moval.org

Honorable Mayor and Members of the City Council
City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, California 92553

Re: Moreno Valley Community Foundation

Dear Honorable Mayor and Members of the City Council:

I am writing to you regarding Hillwood's proposed "Moreno Valley Trade Center" project located south of Eucalyptus Avenue, west of Redlands Boulevard, north of Encelia Avenue, and east of the Quincy Channel, in the eastern portion of Moreno Valley, California. This letter supersedes all other letters written by us regarding the subject.

Hillwood is desirous of creating community benefits in connection with implementation of Hillwood's proposed project in Moreno Valley.

The purpose of this letter is to advise you that Hillwood would be pleased to make a \$500,000 contribution to the Foundation at the time that our project entitlements become final and non-appealable. This contribution would be made in furtherance of Hillwood's partnership with the Moreno Valley community.

Very truly yours,

MTVC, LLC,
a Delaware limited liability company

By: _____

Scott Morse
Executive Vice President

MVTC, LLC
901 Via Piemonte, Suite 175
Ontario, CA 91764

April 13, 2023

Via Email Delivery

Mr. Mike Lee, City Manager
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

RE: Hillwood Project: Moreno Valley Trade Center

Dear Mike,

By this letter, Moreno Valley Trade Center, LLC is offering the following enhancements to the Moreno Valley Trade Center Project, subject to the Project being approved and the approval being final and non-appealable:

1. MVTC will donate \$1,000,000 of annual revenue to the Moreno Valley Community Foundation for the first fifteen years of the project. The first annual payment will be made twelve months following the first certificate of occupancy for the project.
2. MVTC will donate a one-time payment of \$15,000,000 to the Moreno Valley Community Foundation upon the first certificate of occupancy.
3. MVTC will restrict the height of the building to 60 feet from the 100 feet previously studied, substantially reducing the mass of the building and its impact on the environment.
2. MVTC will agree to exclusively market the project for manufacturing uses for a period of one year after City Council approval.
3. MVTC will agree to add a community youth center to the park it has previously proposed. The youth center will be approximately 9,000 square feet with classrooms, multi-purpose rooms, and offices.
4. MVTC will name the previously proposed park the “Kawhi Leonard Youth Park”.
5. MVTC will partner with the Kawhi Leonard Foundation or Kawhi Leonard Academy to provide youth programs for the residents of Moreno Valley. In this effort, MVTC will donate \$250,000 to Kawhi Leonard’s Academy to facilitate such programs.
6. MVTC will construct two mega tesla charger stations onsite to help speed up the adoption of electric vehicle trucks. With the first such installation in the region, this will position Moreno Valley at the forefront of early adoption of electric truck technology.

Mr. Mike Lee
City of Moreno Valley
April 13, 2023

Please let me know if there is anything further that we need to do to present this offer to the City Council.

Very truly yours,

MTVC, LLC,
a Delaware limited liability company


By: _____
Scott Morse
Executive Vice President

EXHIBIT B

COMMUNITY PARK ACQUISITION AND IMPROVEMENT AGREEMENT

COMMUNITY PARK ACQUISITION AND IMPROVEMENT AGREEMENT

This COMMUNITY PARK ACQUISITION AND IMPROVEMENT AGREEMENT ("Agreement") is made and entered into as of May 26, 2022 (the "Effective Date"), by and between INDUSTRIAL VENTERPRISES, LLC, a Delaware limited liability company ("Developer") and THE CITY OF MORENO VALLEY ("City") (individually, a "Party" and collectively the "Parties"), with respect to the following:

RECITALS

A. Developer is proposing to construct a 1,263,271 square foot logistics facility located south of Eucalyptus Avenue, west of Redlands Boulevard, north of Encelia Avenue and east of the Quincy Channel within the City, commonly known as the "Moreno Valley Trade Center (the "Project"). The land use entitlement applications for the Project are subject to discretionary review by the City and include requests for approval of a General Plan Amendment (PEN19-0191), a Change of Zone (PEN19-0192), Tentative Parcel Map (PEN19-0234), and Plot Plan (PEN19-0193) ("Pending Entitlements").

B. Due to its significant investment within the community, Developer wishes to create enhanced community benefits within the City and has proposed to develop a new, 18 gross-acre community park ("Community Park") at the southwest corner of Redlands Boulevard and Ironwood Avenue within the City ("Park Site"), at Developer's sole cost.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and City hereby agree as follows:

AGREEMENT

1. Community Park. Developer shall acquire fee title to certain real property for the development of the Community Park and construct the following Community Park improvements at its sole cost and expense:

(a) Two (2) full-size fully lighted community soccer fields, one (1) fully lighted baseball field, a playground, exercise equipment, and related landscaping;

(b) Site lighting for night security and general illumination;

(c) CMU/Stick Frame Building to house public restrooms, a snack bar/concession, and requisite Electrical Room/IDF Room and construct said facilities;

(d) Code-required ADA access walking path that is aligned in such a manner that circulates the entire Community Park and connects all public facilities and amenities within the Community Park with public parking and access from adjacent public sidewalks and any existing or proposed public trails;

(e) Code-required parking;

(f) Connection to public water, power, and telephone and installation of a self-contained septic system; and

(g) Offsite improvements along the Community Park street frontages.

2. No Cost to City. Fee title to the land for the Community Park will be acquired by Developer at its sole cost and all improvements shall be installed by Developer without any financial assistance, labor, equipment, or materials provided by the City.

3. Construction and Entitlement Schedule. Within sixty (60) days of execution of this Agreement, Developer and City shall negotiate, in good faith, to reach an agreed-upon development schedule (including timelines for entitlement and construction of the Community Park), which shall be in writing and included as an addendum to this Agreement. Developer agrees to use commercially reasonable efforts to expeditiously work towards completion of the Community Park in accordance with the development schedule and City agrees to utilize all reasonable efforts to expedite entitlement review and permit plancheck in order to expedite the development of the Community Park; notwithstanding, Developer and City agree that the development schedule may be amended as necessary upon written approval of each Party, which shall not be unreasonably withheld.

4. City Permits and Approvals. Within sixty (60) days of the later of Developer's Pending Entitlements for the Project becoming final and non-appealable and the expiration of all applicable statutes of limitation and/or conclusion of any litigation challenging City's approval of the Project, Developer shall submit applications to City for all necessary entitlements, permits and approvals for construction of the Community Park, including offsite improvements along the street frontage only, and shall pay all application fees associated therewith. City agrees to expeditiously process all such applications.

5. Dedication and Maintenance. Fee title to the real property for the Community Park and all improvements shall be donated by Developer to City before a final Certificate of Occupancy is issued for any building or structure within the Community Park, without any liens, mortgages, non-public utility easements, or any other encumbrances. City shall take all necessary actions to approve and authorize City's acceptance of the Community Park dedication, including the drafting and execution of all agreements and documents necessary to facilitate the dedication. Title to, and ownership of, all improvements constructed hereunder by Developer shall vest absolutely in City upon completion and acceptance of such improvements by City.

Upon issuance of all final Certificate(s) of Occupancy for the park, Developer shall have no further obligations with respect to maintenance or repair of the Community Park or any on-site or offsite improvements or utility connections, which shall become the sole responsibility of the City.

6. No Relationship to Project. The Parties agree and acknowledge that the Community Park is entirely separate from Developer's Project and is being proposed as a separate community benefit. The Community Park shall be subject to separate review and approval by the City.

7. Approval of Project – Condition Precedent. Notwithstanding anything herein to the contrary, Developer's obligations hereunder shall immediately terminate, and no provision of this Agreement shall have further force or effect, in the event that the Pending Entitlements for the Project are denied or appealed and overturned.

8. No Agency. Neither Developer nor any of Developer's agents, contractors, or subcontractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this Agreement.

9. Default. Upon Developer's default hereunder, City shall serve written notice of such upon Developer. Developer shall have a period of thirty (30) business days from the receipt of such notice to cure such default, or, in the event such default takes in excess of thirty (30) business days to cure, to commence such cure and diligently prosecute such cure to completion. City shall not exercise any remedies unless Developer fails to cure such default within such thirty (30) business day period. In no event shall Developer be in default if Developer timely submits applications to the City for all necessary entitlements, permits, and approvals for development of the Community Park and, in good faith, proceeds with such applications through the standard City entitlement process, but City fails to issue the required approvals for the development of the Community Park as particularly described herein.

10. Remedies. City agrees that its sole remedies for any default by Developer hereunder shall be specific performance or suspension or revocation of any of the Pending Entitlements for the Project (that were duly approved by City) pursuant to Section 9.02.260 (Revocation of approvals or permits) of Chapter 9.02 (Permits and Approvals) of Title 9 (Planning and Zoning) of the Moreno Valley Municipal Code based on, but not limited to, a finding that the Project's entitlements were obtained by misrepresentation or fraud; that the conditions of any of the Project's entitlements have not been met or have been exercised contrary to the terms and conditions set forth therein in violation of any statute, ordinance, law or regulation; or that the public health, safety and welfare can be served only by revocation.

11. No Damages Relief Against City. Notwithstanding anything else in this Agreement to the contrary, Developer acknowledges that the City would not have entered into this Agreement had it been exposed to damage claims from Developer for any breach hereof. As such, the parties agree that in no event shall Developer be entitled to recover damages of any kind whatsoever against City for breach of this Agreement.

12. Substitute Park Site. In the event there are any unexpected or unforeseen physical conditions discovered on the Park Site which create a situation that poses a threat to the health and safety of the prospective users of the Community Park at the Park Site, Developer shall propose an alternative park site that is suitable for development of the Community Park, as more particularly described in this Agreement, subject to the approval of City, and which shall be developed as required in this Agreement.

13. Nexus/Reasonable Relationship Challenges.

Developer consents to and waives any rights it may have now or in the future to challenge the legal validity of, the conditions or requirements set forth in this Agreement including, without

limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax.

14. Civil Code Section 1542 Waiver.

Developer hereby waives any and all rights Developer or its successors and assigns may have under Article XIII C or Article XIII D of the California Constitution and any and all rights Developer or its successors and assigns may have under any other applicable law to contest the fees, exactions and assessments and/or their amounts payable to the City under this Agreement as follows:

In furtherance of the intentions of the parties to this Agreement, Developer with and under advice of counsel, hereby expressly waives any and all right and benefit conferred upon Developer by the provisions of Civil Code Section 1542, which provides as follows:

“A general release does not extend to claims which a creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Developer further expressly waives any and all rights and benefits conferred upon Developer by any provision of any other state, federal or local statute, code, ordinance or law similar to Section 1542 of the Civil Code. Developer expressly consents that the waiver of rights contained in the first paragraph shall be given full force and effect, according to the express terms and provisions of the instant waiver, to unknown and unsuspected claims, demands and causes of action, if any, arising out of or relating to the waiver of rights contained in this Agreement.

Initials: SM
Developer

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

15. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) personal delivery, or (iii) a recognized overnight carrier that provides proof of delivery, and shall be addressed as follows:

If to Developer:

Industrial VI Enterprises, LLC
Attn: Scott Morse
901 Via Piemonte | Suite 175
Ontario, CA 91764

with a copy to:

Attn: Donovan C. Collier, Director
Fennemore
550 E. Hospitality Lane, Suite 350
San Bernardino, CA 92408

If to City:

City of Moreno Valley
Attn: City Manager
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92252

with a copy to:

City of Moreno Valley
Attn: City Attorney
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92252

16. Miscellaneous.

(a) Authority to Execute Agreement. The person or persons executing this Agreement on behalf of Developer and City warrant and represent that they have the authority to execute this Agreement and the authority to bind Developer and City, as applicable, to the performance of their respective obligations hereunder.

(b) Counterparts; Electronic Execution. This Agreement may be executed in multiple counterparts electronically including counterparts transmitted via email, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

(c) No Obligations to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties thereto, to any person or entity other than the parties hereto.

(d) Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

(e) Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

(f) Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

(g) Venue. In the event that suit is brought by either party to this Agreement, the parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

(h) Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this document shall be valid and enforceable to the extent permitted by law.

(i) Attorneys' Fees. In the event a dispute arises concerning the performance, meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs, attorneys' fees and expenses. In addition to the foregoing award of attorneys' fees and expenses to the prevailing party, the prevailing party in any lawsuit on this Agreement shall be entitled to its attorneys' fees and expenses incurred in any post judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement, and shall survive the termination of this Agreement.

(j) Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written.

(k) Successors and Assigns. Developer may assign this Agreement to an affiliate of Developer. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

(l) Ambiguities or Uncertainties. The parties hereto have mutually negotiated the terms and conditions of this Agreement and each party received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions contained herein. As such, this Agreement is a product of the joint drafting efforts of both parties and neither party shall be deemed to have solely or independently prepared or framed this Agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of either party.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

“DEVELOPER”:

INDUSTRIAL VI ENTERPRISES, LLC
a Delaware limited liability company

By: SM
Scott Morse
Executive Vice President

5/26/2022

APPROVED AS TO FORM:

By: _____
Donovan Collier
Attorney at Law

“CITY”:

CITY OF MORENO VALLEY
a Municipal Corporation

By: _____
Mike Lee
City Manager

APPROVED AS TO FORM:

By: _____
Steven B. Quintanilla
Interim City Attorney

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On May 26th 2022 before me, Truong Dat Thanh Pham, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages Document Date 5-26-2022

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

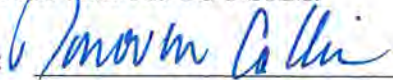
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

“DEVELOPER”:

INDUSTRIAL VI ENTERPRISES, LLC
a Delaware limited liability company

By: _____
Scott Morse
Executive Vice President

APPROVED AS TO FORM:

By:  _____
Donovan Collier
Attorney at Law

“CITY”:

CITY OF MORENO VALLEY
a Municipal Corporation

By: _____
Mike Lee
City Manager

APPROVED AS TO FORM:

By: _____
Steven B. Quintanilla
Interim City Attorney