

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

817B



FROM: TLMA - Planning Department

SUBMITTAL DATE:
August 4, 2011

SUBJECT: FIRST EXTENSION OF TIME for PLOT PLAN NO. 20711 - Applicant: Howard Industrial Partners, LLC - First Supervisorial District - North Perris Zoning District - Mead Valley Area Plan: Community Development: Light Industrial (CD:LI) (0.25 to 0.60 floor to area ratio) - Location: Northerly of Placentia Street, westerly of West Frontage Road, and easterly of Harvill Avenue - 19.8 Gross Acres - Zoning: Manufacturing Heavy (M-H) - **APPROVED PROJECT DESCRIPTION:** The Plot Plan No. 20711 proposes the construction of two (2) manufacturing/distribution warehouse facilities: Building A is approximately 245,252 square feet (s.f.) which includes 20,000 s.f. of office, 100,000 s.f. of manufacturing, as well as 125,252 s.f. for distribution and Building B is approximately 83,750 square feet (s.f.) which includes 5000 s.f. of office, 25,000 s.f. of manufacturing, as well as 53,750 s.f. of distribution. The project includes 447 parking spaces and 32 loading spaces. Along the southern portion of the project site there is a 20' trail easement which is to be dedicated to the County of Riverside Parks & Recreation. - **REQUEST: FIRST EXTENSION OF TIME for PLOT PLAN NO. 20711**, extending the expiration date to June 9, 2012.

RECOMMENDED MOTION:

APPROVAL of the **FIRST EXTENSION OF TIME REQUEST for PLOT PLAN NO. 20711**, extending the expiration date to June 9, 2012, subject to all the previously approved and/or amended Conditions of Approval with the applicant's consent.


Carolyn Syms Luna
Planning Director

Initials:
CSL:vc

Dep't Recomm.: ☐ Consent ☒ Policy
Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.

District: First

Agenda Number:

3.85

Agenda Item No.
Area Plan: Mead Valley
Zoning District: North Perris
Supervisory District: First
Project Planner: Scott Arnold
Board of Supervisors: August 16, 2011

PLOT PLAN NO. 20711
FIRST EXTENSION OF TIME
Applicant: Howard Industrial Partners, LLC

COUNTY OF RIVERSIDE PLANNING DEPARTMENT EXTENSION OF TIME STAFF REPORT

The applicant of the subject case has requested an extension of time to begin substantial construction. This request will not be discussed unless specifically requested by the EOT applicant at the time it is presented to the Board of Supervisors as a policy calendar item.

CEQA: The subject case has conformed to the requirements of the California Environmental Quality Act, and all impacts have been analyzed in order to protect the public health, safety and welfare.

GENERAL PLAN: Unless otherwise noted, the subject case had been determined to be consistent with the General Plan and all of its elements.

REQUEST:

FIRST EXTENSION OF TIME REQUEST for PLOT PLAN NO. 20711

JUSTIFICATION FOR EXTENSION REQUEST:

As indicated in the correspondence from the Extension of Time applicant (dated June 21, 2011), construction has not occurred within the required period of time because there has been no commercial interest in the subject property due to the downturn in the economy.

BACKGROUND:

On June 9, 2009, the Board of Supervisors approved Plot Plan No. 20711 as recommended by the Planning Commission.

The County Planning Department, as part of the review of this Extension of Time request has determined it necessary to recommend the addition of twenty two (22) new conditions of approval in order to be able to make a determination that the project does not adversely affect the general health, safety and welfare of the public. The Planning Department, Cultural Resources Division, is recommending the addition of four (4) Conditions of Approval. The Planning Department, Landscaping Division, is recommending the addition of six (6) Conditions of Approval. The Building & Safety Department, Grading Division, is recommending the addition of nine (9) conditions of approval. The Transportation Department is recommending the addition of three (3) Conditions of Approval.



8/1/11

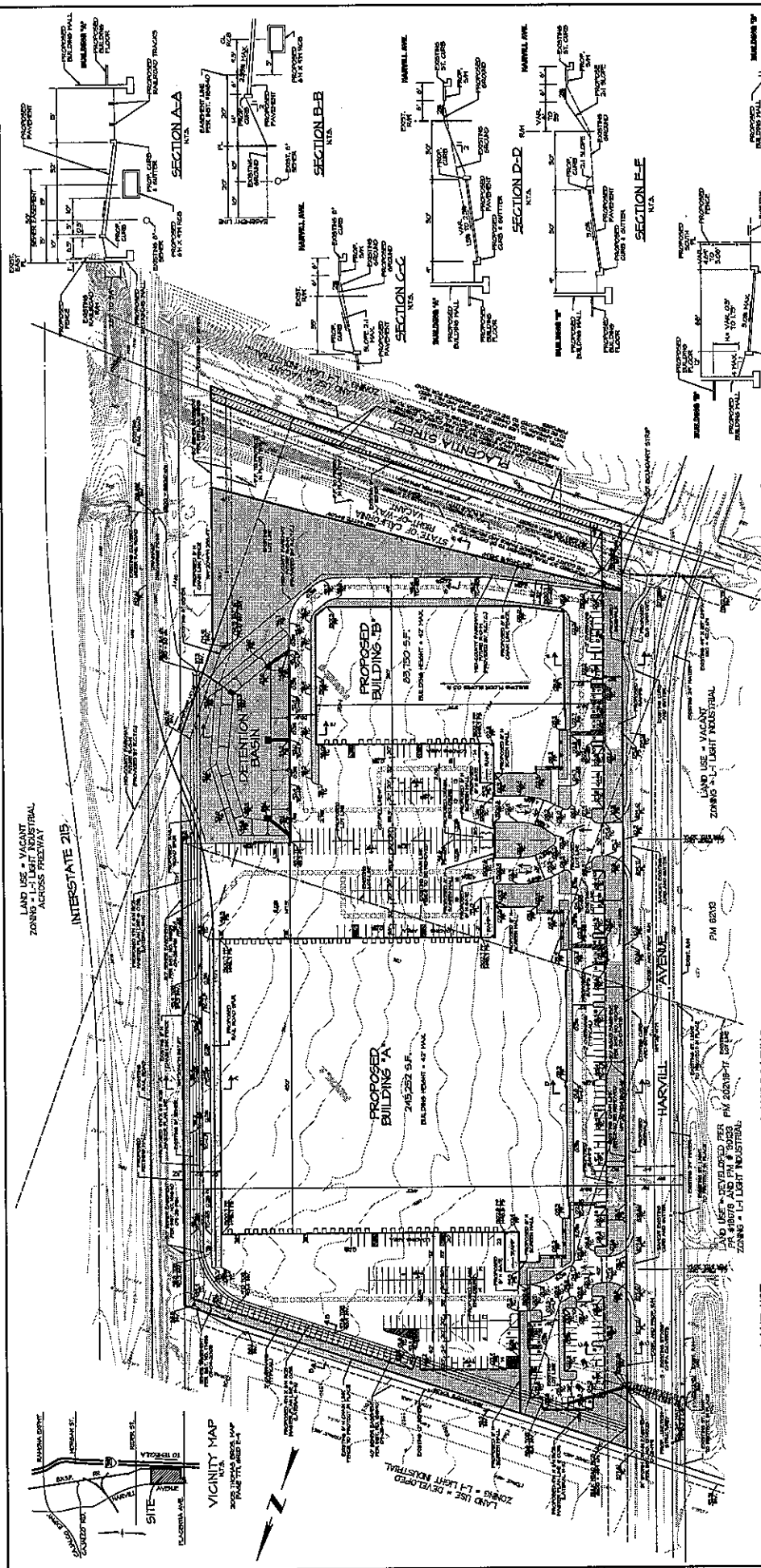
PLOT PLAN NO. 20711
FIRST EXTENSION OF TIME REQUEST
BOS Staff Report: August 16, 2011
Page 2 of 2

The Extension of Time applicant was informed of these recommended conditions of approval and has agreed to accept the conditions. Included in this staff report package are the recommended conditions of approval, and the correspondence from the Extension of Time applicant (dated July 19, 2011) indicating the acceptance of the twenty two (22) conditions.

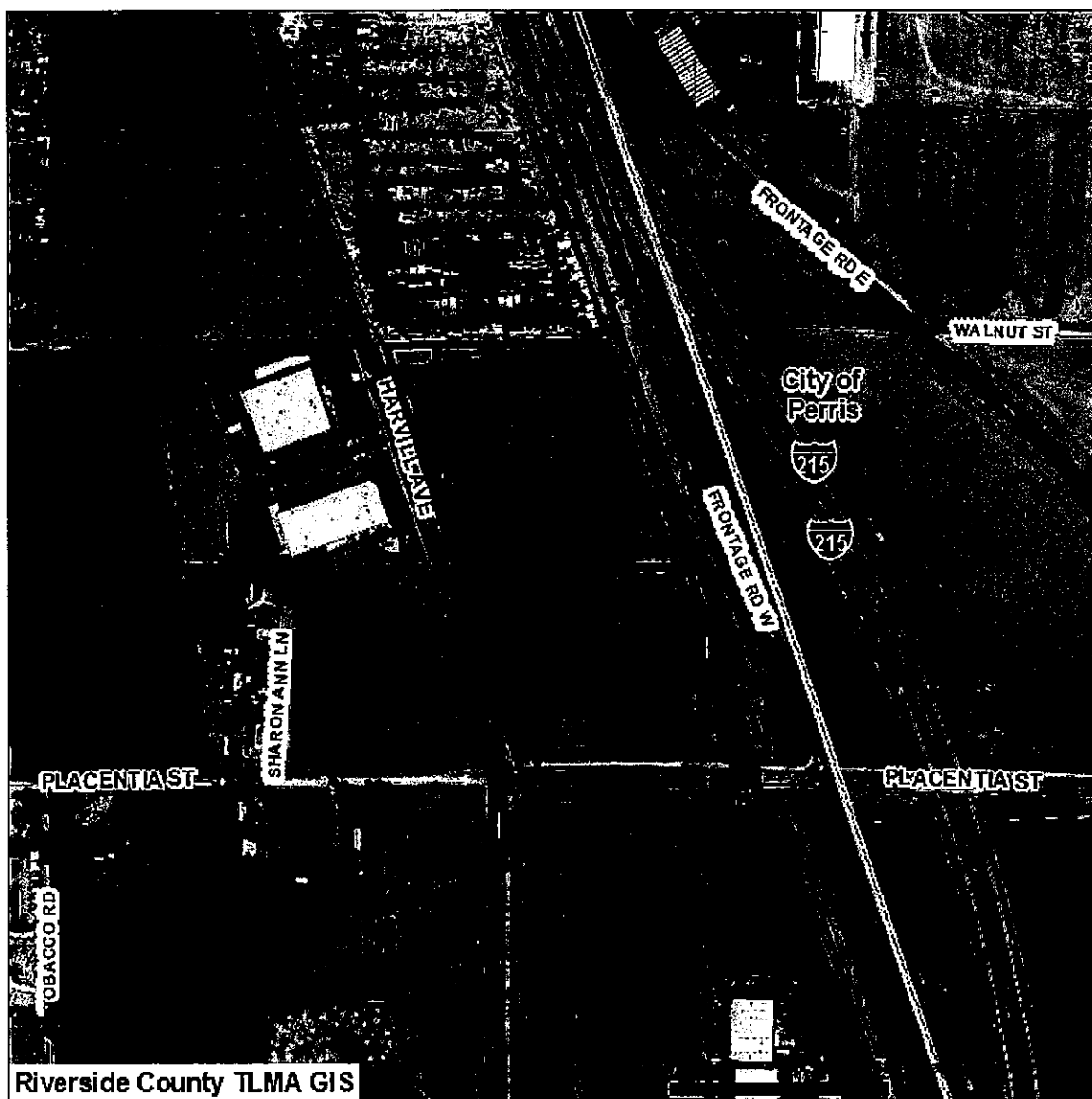
RECOMMENDATION:

APPROVAL of the **FIRST EXTENSION OF TIME REQUEST** for **PLOT PLAN NO. 20711**, extending the expiration date to June 9, 2012, subject to all the previously approved and/or amended Conditions of Approval with the applicant's consent.

FIRST EXTENSION OF TIME for PLOT PLAN NO. 20711 - Applicant: Howard Industrial Partners, LLC - First Supervisorial District – North Perris Zoning District – Mead Valley Area Plan: Community Development: Light Industrial (CD:LI) (0.25 to 0.60 floor to area ratio) - Location: Northerly of Placentia Street, westerly of West Frontage Road, and easterly of Harvill Avenue – 19.8 Gross Acres – Zoning: Manufacturing Heavy (M-H) - **APPROVED PROJECT DESCRIPTION:** The Plot Plan No. 20711 proposes the construction of two (2) manufacturing/distribution warehouse facilities: Building A is approximately 245,252 square feet (s.f.) which includes 20,000 s.f. of office, 100,000 s.f. of manufacturing, as well as 125,252 s.f. for distribution and Building B is approximately 83,750 square feet (s.f.) which includes 5000 s.f. of office, 25,000 s.f. of manufacturing, as well as 53,750 s.f. of distribution. The project includes 447 parking spaces and 32 loading spaces. Along the southern portion of the project site there is a 20' trail easement which is to be dedicated to the County of Riverside Parks & Recreation. - **REQUEST: FIRST EXTENSION OF TIME for PLOT PLAN NO. 20711**, extending the expiration date to June 9, 2012.



PP20711 - AERIAL PHOTO



Selected parcel(s):

317-240-008 317-240-013 317-240-015 317-240-032 317-240-035

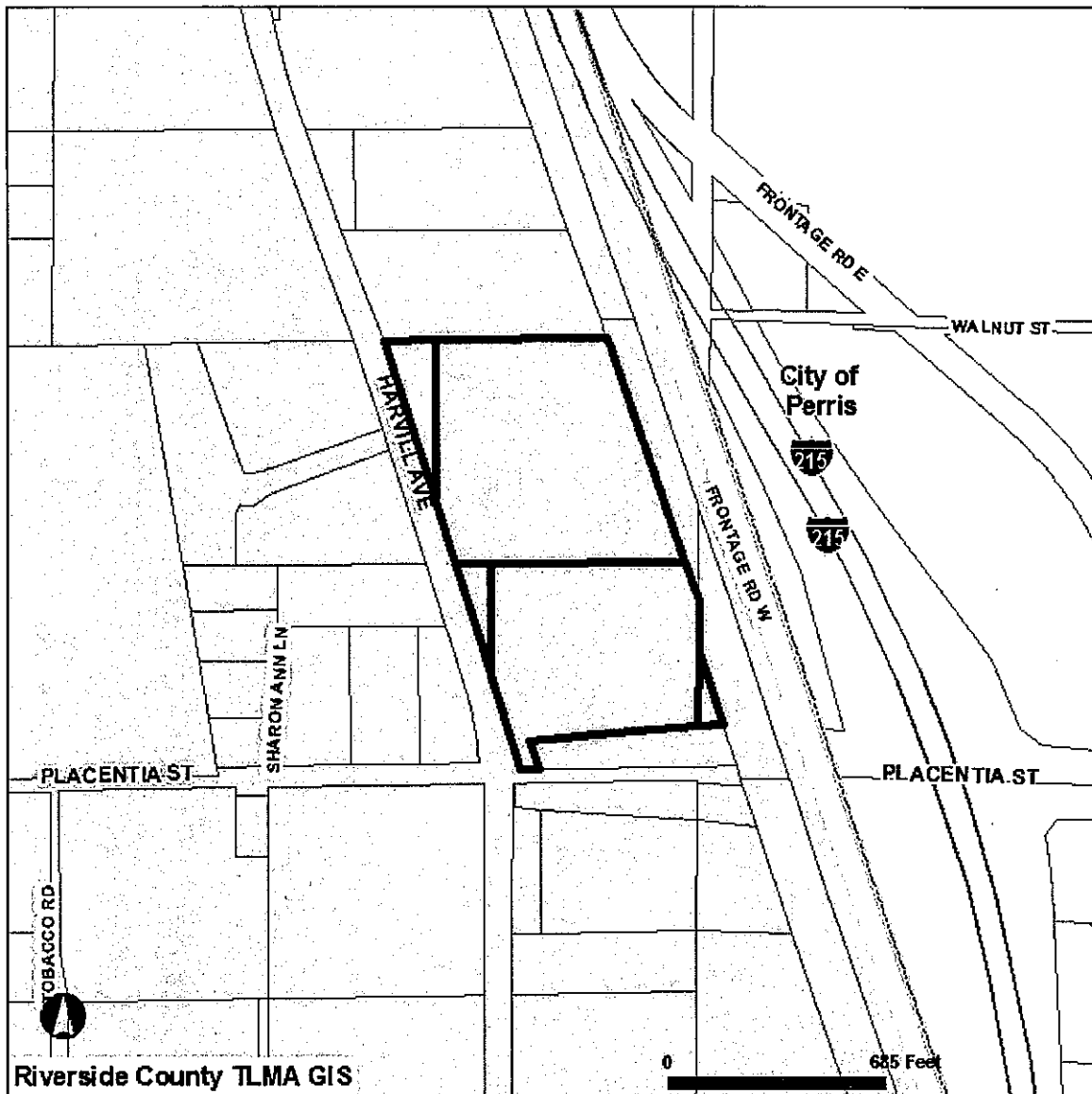
IMPORTANT

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REPORT PRINTED ON...Mon Jul 11 16:14:28 2011

Version 110502

PP20711 - SUPERVISORIAL DISTRICT



Selected parcel(s):

317-240-008 317-240-013 317-240-015 317-240-032 317-240-035

SUPERVISORIAL DISTRICTS

<input type="checkbox"/> SELECTED PARCEL	INTERSTATES	HIGHWAYS	<input type="checkbox"/> CITY
<input type="checkbox"/> PARCELS	<input type="checkbox"/> DISTRICT 1 SUPERVISOR BOB BUSTER	<input type="checkbox"/> DISTRICT 5 SUPERVISOR MARION ASHLEY	

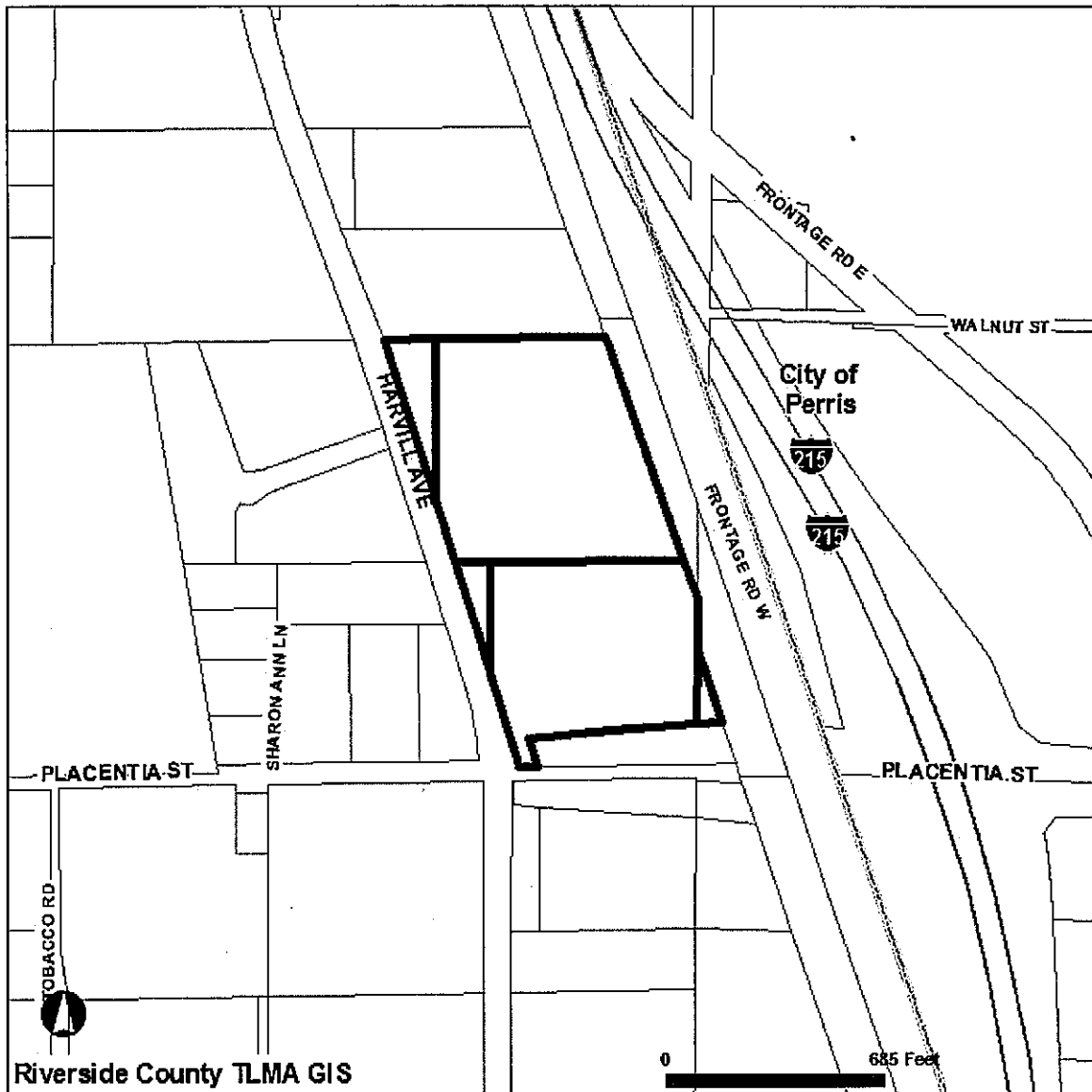
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REPORT PRINTED ON...Mon Jul 11 16:17:09 2011

Version 110502


PP20711 - AREA PLAN



Selected parcel(s):

317-240-008 317-240-013 317-240-015 317-240-032 317-240-035

AREA PLAN

- | | | | |
|--|---|--|-------------------------------|
| <input type="checkbox"/> SELECTED PARCEL |  INTERSTATES |  HIGHWAYS | <input type="checkbox"/> CITY |
| <input type="checkbox"/> PARCELS | MEAD VALLEY | | |

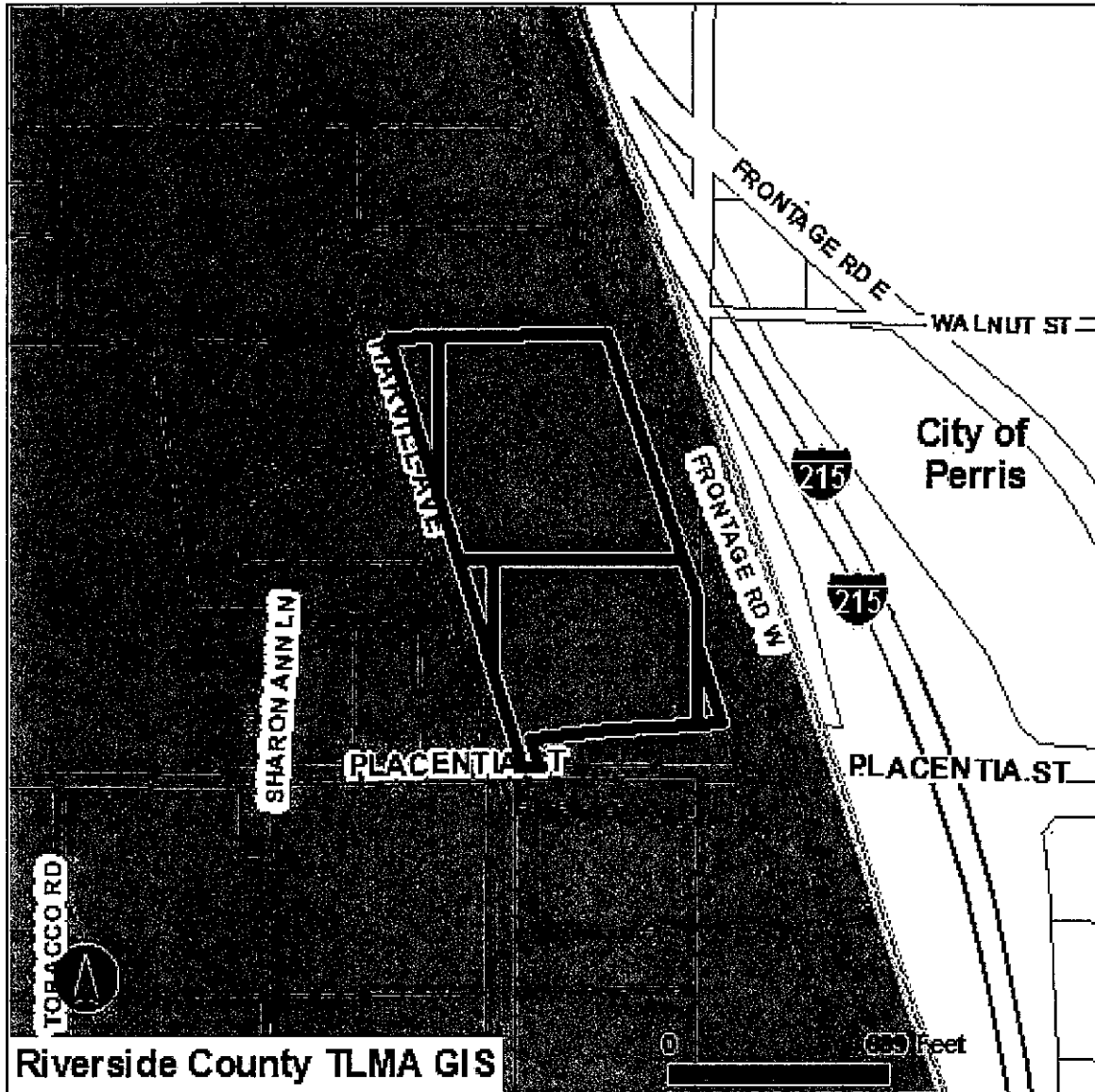
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REPORT PRINTED ON...Mon Jul 11 16:16:24 2011

Version 110502

PP20711 - ZONING AREA



Selected parcel(s):

317-240-008 317-240-013 317-240-015 317-240-032 317-240-035

ZONING DISTRICTS AND ZONING AREAS

☐ SELECTED PARCEL
☒ NORTH PERRIS AREA

☒ INTERSTATES

☒ HIGHWAYS

☐ PARCELS

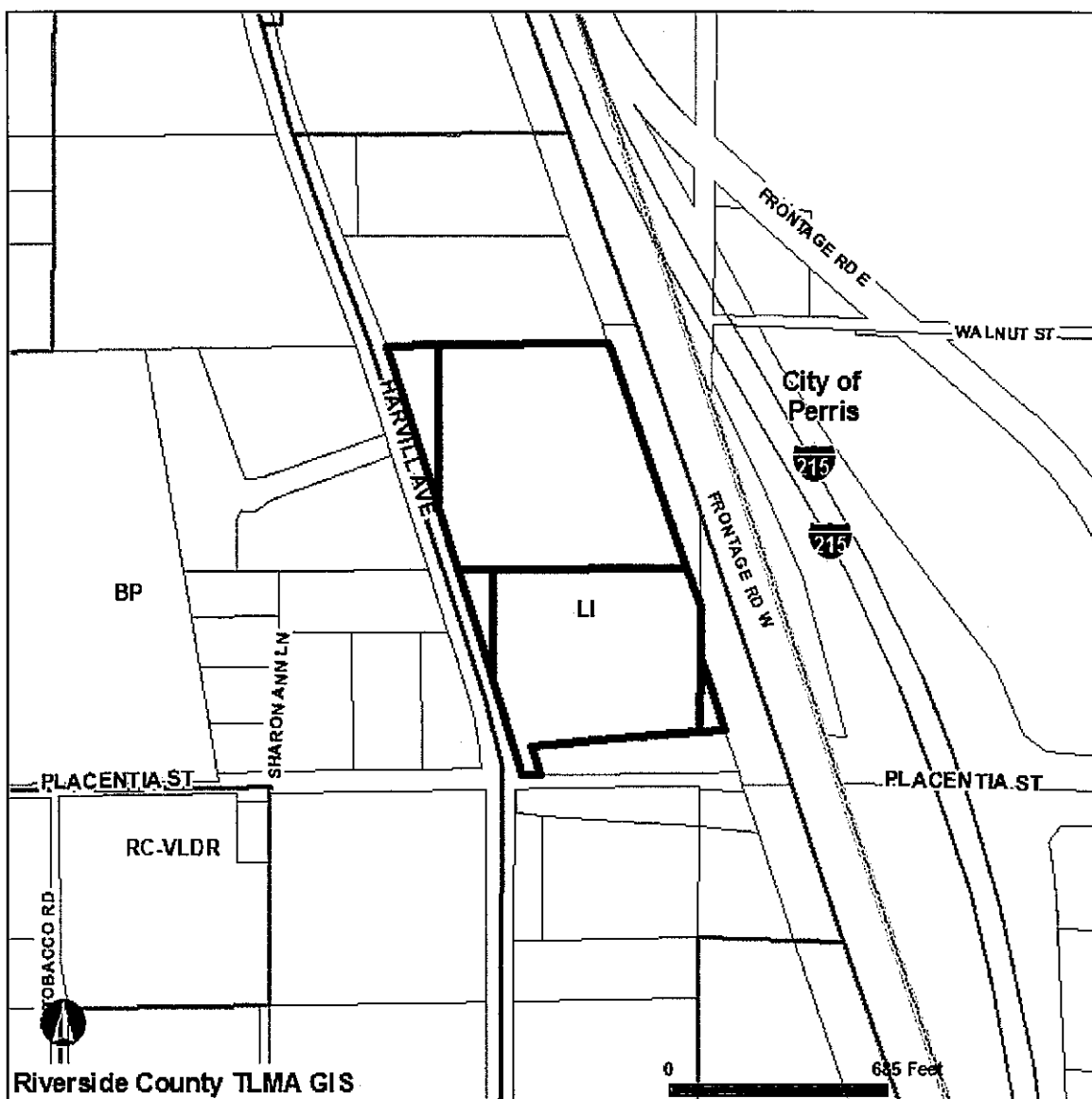
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REPORT PRINTED ON...Tue Jun 07 14:49:17 2011

Version 110502

PP20711 - LAND USE



Selected parcel(s):

317-240-008 317-240-013 317-240-015 317-240-032 317-240-035

LAND USE

<input type="checkbox"/> SELECTED PARCEL	<input type="checkbox"/> INTERSTATES	<input type="checkbox"/> HIGHWAYS	<input type="checkbox"/> CITY
<input type="checkbox"/> PARCELS	BP - BUSINESS PARK	LI - LIGHT INDUSTRIAL	RC-VLDR - RURAL COMMUNITY - VERY LOW DENSITY RESIDENTIAL

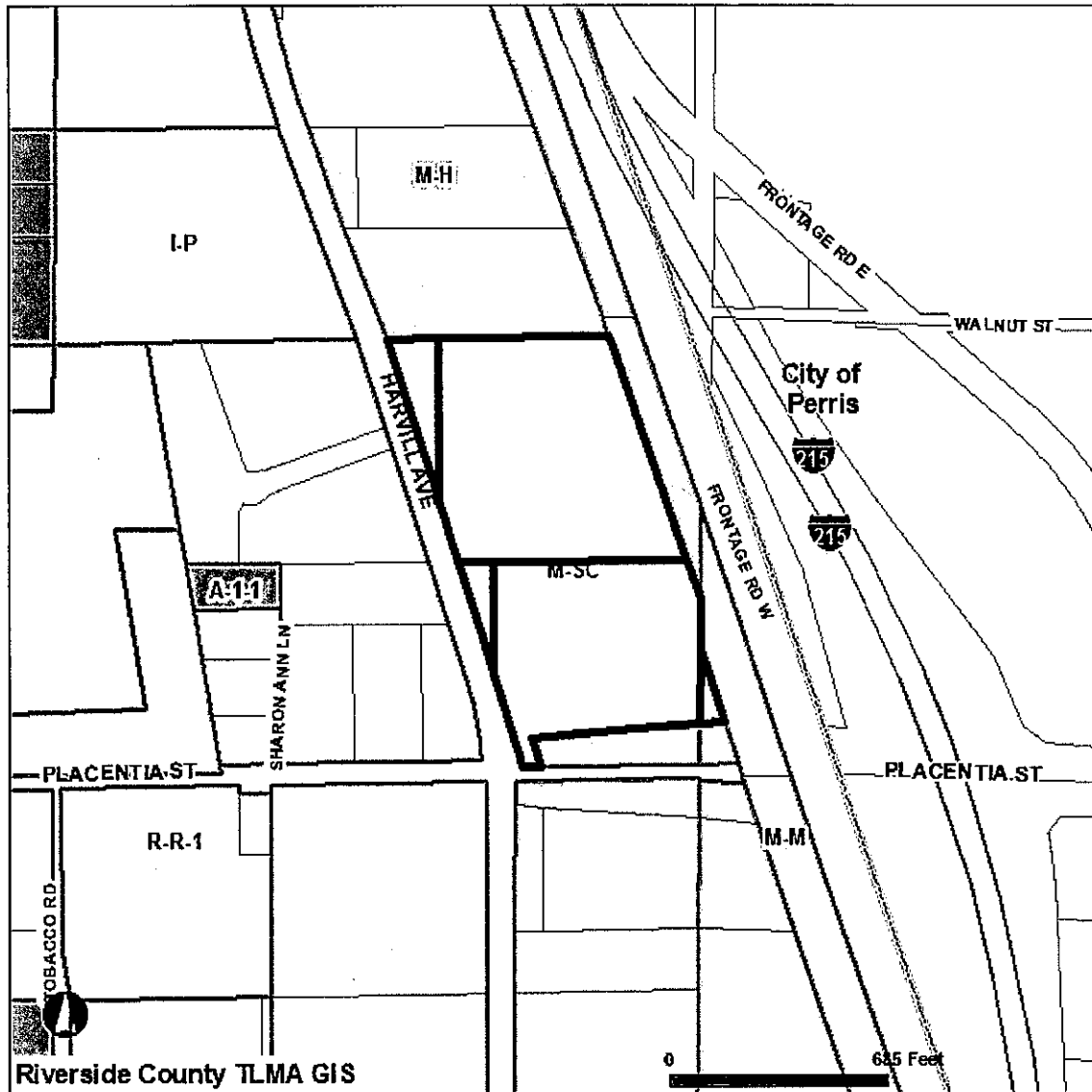
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Version 110502













PP20711 - ZONING



Selected parcel(s):

317-240-008 317-240-013 317-240-015 317-240-032 317-240-035

ZONING

 SELECTED PARCEL	 INTERSTATES	 HIGHWAYS	 CITY
 PARCELS	 ZONING BOUNDARY	 A-1-1	 I-P
 M-H	 M-M	 M-SC	 R-R-1

IMPORTANT

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REPORT PRINTED ON...Mon Jul 11 16:19:12 2011

Version 110502

Extension of Time Environmental Determination

Project Case Number: PP20711
Original E.A. Number: EA40256
Extension of Time No.: First
Original Approval Date: June 9, 2009
Project Location: Northerly of Placentia Street, westerly of West Frontage Road, and easterly of Harvill Avenue

Project Description: The Plot Plan No. 20711 proposes the construction of two (2) manufacturing/distribution warehouse facilities: Building A is approximately 245,252 square feet (s.f.) which includes 20,000 s.f. of office, 100,000 s.f. of manufacturing, as well as 125,252 s.f. for distribution and Building B is approximately 83,750 square feet (s.f.) which includes 5000 s.f. of office, 25,000 s.f. of manufacturing, as well as 53,750 s.f. of distribution. The project includes 447 parking spaces and 32 loading spaces. Along the southern portion of the project site there is a 20' trail easement which is to be dedicated to the County of Riverside Parks & Recreation.

On July 20, 2011, this Plot Plan and its original environmental assessment/environmental impact report was reviewed to determine: 1) whether any significant or potentially significant changes in the original proposal have occurred; 2) whether its environmental conditions or circumstances affecting the proposed development have changed. As a result of this evaluation, the following determination has been made:

<input type="checkbox"/>	I find that although the proposed project could have a significant effect on the environment, NO NEW ENVIRONMENTAL DOCUMENTATION IS REQUIRED PRIOR TO APPROVAL OF THE EXTENSION OF TIME, because all potentially significant effects (a) have been adequately analyzed in an earlier EIR or Negative Declaration pursuant to applicable legal standards and (b) have been avoided or mitigated pursuant to that earlier EIR or Negative Declaration and the project's original conditions of approval.
<input checked="" type="checkbox"/>	I find that although the proposed project could have a significant effect on the environment, and there are one or more potentially significant environmental changes or other changes to the circumstances under which the project is undertaken, NO NEW ENVIRONMENTAL DOCUMENTATION IS REQUIRED PRIOR TO APPROVAL OF THE EXTENSION OF TIME, because all potentially significant effects (a) have been adequately analyzed in an earlier EIR or Negative Declaration pursuant to applicable legal standards and (b) have been avoided or mitigated pursuant to that earlier EIR or Negative Declaration and revisions to the project's original conditions of approval which have been made and agreed to by the project proponent.
<input type="checkbox"/>	I find that there are one or more potentially significant environmental changes or other changes to the circumstances under which the project is undertaken, which the project's original conditions of approval may not address, and for which additional required mitigation measures and/or conditions of approval cannot be determined at this time. Therefore, AN ENVIRONMENTAL ASSESSMENT/INITIAL STUDY IS REQUIRED in order to determine what additional mitigation measures and/or conditions of approval, if any, may be needed, and whether or not at least one of the conditions described in California Code of Regulations, Section 15162 (necessitating a Supplemental or Subsequent E.I.R.) exist. Additionally, the environmental assessment/initial study shall be used to determine WHETHER OR NOT THE EXTENSION OF TIME SHOULD BE RECOMMENDED FOR APPROVAL.
<input type="checkbox"/>	I find that the original project was determined to be exempt from CEQA, and the proposed project will not have a significant effect on the environment, therefore NO NEW ENVIRONMENTAL DOCUMENTATION IS REQUIRED PRIOR TO APPROVAL OF THE EXTENSION OF TIME.

Signature: _____

Scott Arnold, Principal Planner

Date: July 20, 2011

For Carolyn Syms Luna, Director

Morales, Catherine

From: Tim Howard [thoward@hipre.net]
Sent: Tuesday, July 19, 2011 8:53 AM
To: Morales, Catherine
Subject: RE: 1st Extension of Time for PP20711

Catherine the "New" conditions are acceptable. Please memorialize the extension in writing for my file.

Regards, TH.

From: Morales, Catherine [mailto:CATMORAL@rctlma.org]
Sent: Monday, July 11, 2011 4:37 PM
To: 'thoward@hipre.net'
Cc: 'margaret.ewing@webbassociates.com'
Subject: 1st Extension of Time for PP20711

Attn: Applicant

RE: FIRST EXTENSION OF TIME REQUEST for PLOT PLAN NO. 20711

The County Planning Department has transmitted this extension of time request to the Land Development Committee (LDC) for comments on **July 7, 2011**. The LDC has determined it necessary to recommend the addition of twenty two (2) new conditions of approval in order to be able to make a determination that the project does not adversely affect the general health, safety and welfare of the public. The Planning Department, Cultural Resources Division, is recommending the addition of four (4) Conditions of Approval. The Planning Department, Landscaping Division, is recommending the addition of six (6) Conditions of Approval. The Building & Safety Department (Grading Division) is recommending the addition of nine (9) conditions of approval. The Transportation Department is recommending the addition of three (3) Conditions of Approval.

Please review the proposed conditions of approval attached in this correspondence. If these conditions are acceptable, then submit a short written letter/memo/email that clearly references this case, the acceptance of each condition by name and number, and clearly state that you, the Extension of Time Applicant, accept these conditions. This documentation will then be included in the staff report package. The attached document is a copy of the recommended conditions which are identified as follows:

10.PLANNING.45	60.TRANS.2	90.BS GRADE.5
10.PLANNING.46	60.TRANS.3	90.BS GRADE.6
10.PLANNING.47	80.BS GRADE.2	90.BS GRADE.7
10.PLANNING.48	80.PLANNING.45	90.PLANNING.38
10.PLANNING.49	80.PLANNING.46	90.PLANNING.39
10.TRANS.8	90.BS GRADE.2	90.PLANNING.40
60.BS GRADE.11	90.BS GRADE.3	
60.BS GRADE.12	90.BS GRADE.4	

If the addition of the conditions is not acceptable, please notify me so we can discuss your concerns. If the issue cannot be resolved, then I will direct you to contact the individual Department representative to discuss this matter further.

Once the conditions have been accepted, I will begin preparing the staff report package for THE Board of Supervisors. County Ordinance requires that conditions added thru the extension of time process are presented to and accepted by the applicant. If you, the EOT applicant, is unable to accept these conditions, the Planning Department will recommend denial of this extension of time request. An opportunity will, if requested, be provided for arguments to be made to the hearing body justifying why this request should be approved without the recommended conditions of approval.

I am eager to move this case forward and continue the extension of time process. If you have not contacted me within thirty (30) days, I will begin preparing this case with a recommendation of denial. I need one of two items to proceed:

- 1) Correspondence from you, the EOT applicant, accepting the recommended conditions per the directions provided above; or,
- 2) Correspondence from you, the EOT applicant, advising me of the concerns with the recommended conditions. If the concern still exists after our discussion, then direction on how to approach the issue will be given and additional time will be provided until the issue is resolved.

If you have any questions, comments, or concerns regarding this email, please feel free to contact me as indicated below.

Thank you,

Catherine D. Morales

Planning Technician II
Riverside County Planning Department
4080 Lemon St., 12th Floor
Riverside, CA 92502
951.955.1681

Please note: Our office is closed every Friday thru fiscal year 2010/2011 per order of the Board of Supervisors 6/15/2010.

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16:09

Riverside County LMS
CONDITIONS OF APPROVAL

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PLOT PLAN:TRANSMITTED Case #: PP20711

Parcel: 317-240-035

10. GENERAL CONDITIONS

PLANNING DEPARTMENT

10.PLANNING. 45

GEN - IF HUMAN REMAINS EOT1

RECOMMND

The developer/permit holder or any successor in interest shall comply with the following codes for the life of this project:

If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin. Further, pursuant to Public Resources Code Section 5097.98 (b), remains shall be left in place and free from disturbance until a final decision as to the treatment and their disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within the period specified by law. Subsequently, the Native American Heritage Commission shall identify the "Most Likely Descendant." The Most Likely Descendant shall then make recommendations and engage in consultation with the County and the property owner concerning the treatment of the remains as provided in Public Resources Code Section 5097.98. Human remains from other ethnic/cultural groups with recognized historical associations to the project area shall also be subject to consultation between appropriate representatives from that group and the County Planning /Director.

10.PLANNING. 46

GEN - INADVERTANT ARCHAEO EOT1

RECOMMND

The developer/permit holder or any successor in interest shall comply with the following for the life of this project:

If during ground disturbance activities, cultural resources are discovered that were not assessed by the archaeological reports and/or environmental assessment conducted prior to project approval, the following procedures shall be followed. A cultural resources site is defined, for this condition, as being three or more artifacts in close association with each other, but may include fewer artifacts if the area of the find is determined to be of significance due to its sacred or cultural importance.

1.All ground disturbance activities within 100 feet of the discovered cultural resource shall be halted until a meeting is convened between the developer, the project

PLOT PLAN:TRANSMITTED Case #: PP20711

Parcel: 317-240-035

10. GENERAL CONDITIONS

10.PLANNING. 46

GEN - INADVERTANT ARCHAEO EOT1 (cont.)

RECOMMND

archaeologist, the Native American tribal representative (or other appropriate ethic/cultural group representative), and the Planning Director to discuss the significance of the find.

2.At the meeting, the significance of the discoveries shall be discussed and after consultation with the Native American tribal (or other appropriate ethnic/cultural group representative) and the archaeologist, a decision is made, with the concurrence of the Planning Director, as to the appropriate mitigation (documentation, recovery, avoidance, etc) for the cultural resource.

3.Further ground disturbance shall not resume within the area of the discovery until an agreement has been reached by all parties as to the appropriate preservation or mitigation measures.

10.PLANNING. 47

USE - LC LANDSCAPE REQUIREMENT

RECOMMND

The developer/ permit holder shall:

1)Ensure all landscape and irrigation plans are in conformance with the APPROVED EXHIBITS;

2)Ensure all landscaping is provided with California Friendly landscaping and a weather based irrigation controller(s) as defined by County Ordinance No. 859;

3)Ensure that irrigation plans which may use reclaimed water conform with the requirements of the local water purveyor; and,

4)Be responsible for maintenance, viability and upkeep of all slopes, landscaped areas, and irrigation systems until the successful completion of the twelve (12) month inspection or those operations become the responsibility of the individual property owner(s), a property owner's association, or any other successor-in-interest, whichever occurs later.

To ensure ongoing maintenance, the developer/ permit holder or any successor in interest shall:

1)Connect to a reclaimed water supply for landscape irrigation purposes when reclaimed water is made

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Riverside County LMS
CONDITIONS OF APPROVAL

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PLOT PLAN:TRANSMITTED Case #: PP20711

Parcel: 317-240-035

10. GENERAL CONDITIONS

10.PLANNING. 47 USE - LC LANDSCAPE REQUIREMENT (cont.) RECOMMND

available.

2)Ensure that landscaping, irrigation and maintenance systems comply with the Riverside County Guide to California Friendly Landscaping, and Ordinance No. 859.

3)Ensure that all landscaping is healthy, free of weeds, disease and pests.
EOT1

10.PLANNING. 48 GEN - IF HUMAN REMAINS EOT1 RECOMMND

The developer/permit holder or any successor in interest shall comply with the following codes for the life of this project:

If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin. Further, pursuant to Public Resources Code Section 5097.98 (b), remains shall be left in place and free from disturbance until a final decision as to the treatment and their disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within the period specified by law. Subsequently, the Native American Heritage Commission shall identify the "Most Likely Descendant." The Most Likely Descendant shall then make recommendations and engage in consultation with the County and the property owner concerning the treatment of the remains as provided in Public Resources Code Section 5097.98. Human remains from other ethnic/cultural groups with recognized historical associations to the project area shall also be subject to consultation between appropriate representatives from that group and the County Planning /Director.

10.PLANNING. 49 GEN - INADVERTANT ARCHAEO EOT1 RECOMMND

The developer/permit holder or any successor in interest shall comply with the following for the life of this project:

If during ground disturbance activities, cultural resources are discovered that were not assessed by the archaeological reports and/or environmental assessment conducted prior to

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16:09

Riverside County LMS
CONDITIONS OF APPROVAL

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PLOT PLAN:TRANSMITTED Case #: PP20711

Parcel: 317-240-035

10. GENERAL CONDITIONS

10.PLANNING. 49

GEN - INADVERTANT ARCHAEO EOT1 (cont.)

RECOMMND

project approval, the following procedures shall be followed. A cultural resources site is defined, for this condition, as being three or more artifacts in close association with each other, but may include fewer artifacts if the area of the find is determined to be of significance due to its sacred or cultural importance.

1.All ground disturbance activities within 100 feet of the discovered cultural resource shall be halted until a meeting is convened between the developer, the project archaeologist, the Native American tribal representative (or other appropriate ethnic/cultural group representative), and the Planning Director to discuss the significance of the find.

2.At the meeting, the significance of the discoveries shall be discussed and after consultation with the Native American tribal (or other appropriate ethnic/cultural group representative) and the archaeologist, a decision is made, with the concurrence of the Planning Director, as to the appropriate mitigation (documentation, recovery, avoidance, etc) for the cultural resource.

3.Further ground disturbance shall not resume within the area of the discovery until an agreement has been reached by all parties as to the appropriate preservation or mitigation measures.

TRANS DEPARTMENT

10.TRANS. 8

USE - COUNTY WEB SITE (EOT1)

RECOMMND

Additional information, standards, ordinances, policies, and design guidelines can be obtained from the Transportation Department Web site:
<http://rctlma.org/trans/>. If you have questions, please call the Plan Check Section at (951) 955-6527.

60. PRIOR TO GRADING PRMT ISSUANCE

BS GRADE DEPARTMENT

60.BS GRADE. 11

USE - APPROVED WQMP EOT 1

RECOMMND

Prior to the issuance of a grading permit, the owner / applicant shall submit to the Building & Safety Department

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16:09

Riverside County LMS
CONDITIONS OF APPROVAL

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PLOT PLAN:TRANSMITTED Case #: PP20711

Parcel: 317-240-035

60. PRIOR TO GRADING PRMT ISSUANCE

60.BS GRADE. 11 USE - APPROVED WQMP EOT 1 (cont.)

RECOMMND

Engineering Division evidence that the project - specific Water Quality Management Plan (WQMP) has been approved by the Riverside County Flood Control District and that all approved water quality treatment control BMPs have been included on the grading plan.

60.BS GRADE. 12 USE - PRE-CONST MTG EOT 1

RECOMMND

Upon receiving grading plan approval and prior to the issuance of a grading permit, the applicant is required to schedule a pre-construction meeting with the Building and Safety Department Environmental Compliance Division.

TRANS DEPARTMENT

60.TRANS. 2 USE-SBMT/APPVD GRDG PLN (EOT1)

RECOMMND

When you submit a grading plan to the Department of Building and Safety, a copy of the grading plan shall be submitted and approved by the Transportation Department prior to a grading permit issuance.

Submit required grading plan to the Transportation Department, Plan Check Section, 8th Floor, 4080 Lemon Street, Riverside, CA.

60.TRANS. 3 USE - OBTAIN L&LMD APP (EOT1)

RECOMMND

Obtain an application from the Transportation Department, L&LMD Section, 8th Floor, 4080 Lemon Street, Riverside, CA, to submit application for required annexation per condition of approval 80.TRANS.8 and 90.TRANS.12.

If you have any questions or for the processing fee amount, please call the L&LMD Section at (951) 955-6748.

80. PRIOR TO BLDG PRMT ISSUANCE

BS GRADE DEPARTMENT

80.BS GRADE. 2 USE - ROUGH GRD APPRVL EOT 1

RECOMMND

Prior to the issuance of any building permit, the applicant shall obtain rough grade approval and/or approval to construct from the Building and Safety Department. The Building and Safety Department must approve the completed

07/11/11
16:09

Riverside County LMS
CONDITIONS OF APPROVAL

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PLOT PLAN:TRANSMITTED Case #: PP20711

Parcel: 317-240-035

80. PRIOR TO BLDG PRMT ISSUANCE

80.BS GRADE. 2

USE - ROUGH GRD APPRVL EOT 1 (cont.)

RECOMMND

grading of your project before a building permit can be issued. Rough Grade approval can be accomplished by complying with the following:

1.Submitting a "Wet Signed" copy of the Soils Compaction Report containing substantiating data from the Soils Engineer (registered geologist or certified geologist, civil engineer or geotechnical engineer as appropriate) for his/her certification of the project.

2.Submitting a "Wet Signed" copy of the Rough Grade certification from a Registered Civil Engineer certifying that the grading was completed in conformance with the approved grading plan.

3.Submitting a Contractors Statement of Conformance form (284-259).

4.Requesting a Rough Grade Inspection and obtaining rough grade approval from a Riverside County inspector.

5.Rough Grade Only Permits: In addition to obtaining all required inspections and approval of all final reports, all sites permitted for rough grade only shall provide 100 percent vegetative coverage to stabilize the site prior to receiving a rough grade permit final.

Prior to release for building permit, the applicant shall have met all rough grade requirements to obtain Building and Safety Department clearance.

PLANNING DEPARTMENT

80.PLANNING. 45

USE - LC LANDSCAPE PLOT PLAN

RECOMMND

Prior to issuance of building permits, the developer/permit holder shall file a Landscaping Minor Plot Plan Application to the Riverside County Planning Department for review and approval along with the current fee. The landscaping plans shall be in conformance with the APPROVED EXHIBITS; in compliance with Ordinance No. 348, Section 18.12; Ordinance No. 859; and, be prepared consistent with the County of Riverside Guide to California Friendly Landscaping.

At minimum, plans shall include the following components:
1)Landscape and irrigation working drawings "stamped" by a

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Riverside County LMS
CONDITIONS OF APPROVAL

Page: 7

PLOT PLAN:TRANSMITTED Case #: PP20711

Parcel: 317-240-035

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 45

USE - LC LANDSCAPE PLOT PLAN (cont.)

RECOMMND

California certified landscape architect;

2)Weather based controllers and necessary components to eliminate water waste;

3)A copy of the "stamped" approved grading plans; and,

4)Emphasis on native and drought tolerant species.

When applicable, plans shall include the following components:

1)Identification of all common/open space areas;

2)Natural open space areas and those regulated/conserved by the prevailing MSHCP;

3)Shading plans for projects that include parking lots/areas;

4)The use of canopy trees (24" box or greater) within the parking areas;

5)Landscaping plans for slopes exceeding 3 feet in height;

6)Landscaping and irrigation plans associated with entry monuments. All monument locations and dimensions shall be provided on the plan; and/or,

7)If this is a phased development, then a copy of the approved phasing plan shall be submitted for reference.

NOTE:

1)Landscaping plans for areas within the road right-of-way shall be submitted for review and approval by the Transportation Department only. The Planning Department shall not approve landscape plans within the Road Right-of-Way.

)When the Landscaping Plot Plan is located within a special district such as Valley-Wide Recreation and Park District, Jurupa Community Services District, Coachella Valley Water District, a County Service Area (CSA) or other maintenance district, the developer/permit holder shall submit plans for review to the appropriate special district for simultaneous review. The permit holder shall show evidence to the Planning Department that the subject District has

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80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 45 USE - LC LANDSCAPE PLOT PLAN (cont.) (cont.) RECOMMND

approved said plans.

As part of the plan check review process and request for condition clearance, the developer/permit holder shall show proof of the approved landscaping plot plan by providing the Plot Plan number. The planning department shall verify the landscape route is approved and the Plot Plan is in TENTAPPR status. Upon verification of compliance with this condition and the APPROVED EXHIBITS, the Planning Department shall clear this condition.

EOT1

80.PLANNING. 46 USE - LC LANDSCAPE SECURITIES RECOMMND

Prior to the issuance of building permits, the developer/permit holder shall submit an estimate to replace plantings, irrigation systems, ornamental landscape elements, walls and/or fences, in amounts to be approved by the Riverside County Planning Department, Landscape Division. Once the Planning Department has approved the estimate, the developer/permit holder shall submit the estimate to the Riverside County Department of Building and Safety who will then provide the developer/permit holder with the requisite forms. The required forms shall be completed and submitted to Building and Safety for processing and review in conjunction with County Counsel. Upon determination of compliance, the Department of Building and Safety shall clear this condition.

NOTE:

A cash security shall be required when the estimated cost is \$2,500.00 or less. It is highly encouraged to allow adequate time to ensure that securities are in place. The performance security shall be released following a successful completion of the One Year Post-Establishment Inspection, and the inspection report confirms that the planting and irrigation components are thriving and in good working order consistent with the approved landscaping plans.

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90. PRIOR TO BLDG FINAL INSPECTION

BS GRADE DEPARTMENT

90.BS GRADE. 2 USE - WQMP BMP INSP EOT 1

RECOMMND

Prior to final building inspection, the applicant shall obtain inspection of all treatment control BMPs and/or clearance from the Building and Safety Department. All structural BMPs described in the project - specific WQMP and indicated on the approved grading plan shall be constructed and installed in conformance with the approved plans and specifications. The Building and Safety Department must inspect and approve the completed WQMP treatment control BMPs for your project before a building final can be obtained.

90.BS GRADE. 3 USE - WQMP CERT REQ'D EOT 1

RECOMMND

Prior to final building inspection, the applicant/owner shall submit a "Wet Signed" copy of the Water Quality Management Plan (WQMP) Certification from a Registered Civil Engineer certifying that the project - specific WQMP treatment control BMPs have been installed in accordance with the approved WQMP.

90.BS GRADE. 4 USE - BMP COORDINATES EOT 1

RECOMMND

Prior to final building inspection, the applicant/owner shall provide the Department of Building Safety with GPS coordinates for the location of the project - specific WQMP treatment control BMPs.

90.BS GRADE. 5 USE -BMP REGISTRATION EOT 1

RECOMMND

Prior to final building inspection, the applicant/owner shall register the project - specific WQMP treatment control BMPs with the Department of Building Safety Business Registration Division. Any person or entity that owns or operates a commercial and/or industrial facility shall register such facility for annual inspections.

90.BS GRADE. 6 USE -GRADING INSP'S EOT 1

RECOMMND

The developer / applicant shall be responsible for obtaining the following inspections required by Ordinance 457.

1.Sub-grade inspection prior to base placement.

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CONDITIONS OF APPROVAL

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PLOT PLAN:TRANSMITTED Case #: PP20711

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90. PRIOR TO BLDG FINAL INSPECTION

90.BS GRADE. 6 USE -GRADING INSP'S EOT 1 (cont.)

RECOMMND

2.Base inspection prior to paving.

3.Precise grade inspection of entire permit area.

a.Inspection of Final Paving

b.Precise Grade Inspection

c.Inspection of onsite storm drain facilities

d.Inspection of the WQMP treatment control BMPs

90.BS GRADE. 7 USE - PRECISE GRDG EOT 1 L

RECOMMND

Prior to final building inspection, the applicant shall obtain precise grade approval and/or clearance from the Building and Safety Department. The Building and Safety Department must approve the precise grading of your project before a building final can be obtained. Precise Grade approval can be accomplished by complying with the following:

1.Requesting and obtaining approval of all required grading inspections.

2.Submitting a "Wet Signed" copy of the Soils Compaction Report from the Soils Engineer (registered geologist or certified geologist, civil engineer or geotechnical engineer as appropriate) for the sub-grade and base of all paved areas.

3.Submitting a "Wet Signed" copy of the Sub-grade (rough) Certification from a Registered Civil Engineer certifying that the sub-grade was completed in conformance with the approved grading plan.

4.Submitting a "Wet Signed" copy of the Precise (Final) Grade Certification for the entire site from a Registered Civil Engineer certifying that the precise grading was completed in conformance with the approved grading plan.

5.Submitting a "Wet Signed" copy of the Certification certifying the installation of any onsite storm drain systems not inspected by Riverside County Flood Control District or the Riverside County Transportation Department.

6.Submitting a "Wet Signed" copy of the Water Quality Management Plan (WQMP) Certification from a Registered Civil Engineer certifying that the Water Quality Management

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CONDITIONS OF APPROVAL

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PLOT PLAN:TRANSMITTED Case #: PP20711

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90. PRIOR TO BLDG FINAL INSPECTION

90.BS GRADE. 7 USE - PRECISE GRDG EOT 1 L (cont.)

RECOMMND

Plan treatment control BMPs have been installed in accordance with the approved WQMP.

Prior to release for building final, the applicant shall have met all precise grade requirements to obtain Building and Safety Department clearance.

PLANNING DEPARTMENT

90.PLANNING. 38 USE - LC LNDSCP INSPECT DEPOST

RECOMMND

Prior to building permit final inspection, the developer/permit holder shall file an Inspection Request Form and deposit sufficient funds to cover the costs of Installation, Six Month Establishment, and One Year Post-Establishment inspections. In the event that an open landscape case is not available, then the applicant shall open a FEE ONLY case to conduct inspections. The deposit required for landscape inspections shall be determined by the Riverside County Landscape Division. The Planning Department shall clear this condition upon determination of compliance.
EOT1

90.PLANNING. 39 USE - LS LNDSCP INSPCTN RQMNTS

RECOMMND

The permit holder's landscape architect responsible for preparing the Landscaping and Irrigation Plans (or on-site representative) shall arrange for a PRE-INSTALLATION INSPECTION with the Planning Department at least five (5) working days prior to the installation of any landscape or irrigation components.

Upon successful completion of the PRE-INSTALLATION INSPECTION, the applicant will proceed with the installation of the approved landscape and irrigation system and arrange for an INSTALLATION INSPECTION at least five 5 working days prior to the building final inspection or issuance of occupancy permit, whichever occurs first and comply with the Planning Department's Milestone 80 conditions entitled "USE-LANDSCAPING SECURITY" and the Milestone 90 condition entitled "LANDSCAPE INSPECTION DEPOSIT." Upon successful completion of the INSTALLATION INSPECTION, the County Planning Department's Landscape Inspector and the permit holder's landscape architect (or on-site representative) shall execute a Landscape

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90. PRIOR TO BLDG FINAL INSPECTION

90.PLANNING. 39 USE - LS LNDSCP INSPCTN RQMNTS (cont.) RECOMMND

Certificate of Completion that shall be submitted to the Planning Department and the Department of Building and Safety. The Planning Department shall clear this condition upon determination of compliance.
EOT1

90.PLANNING. 40 USE - LC COMPLY W/ LNDSCP/ IRR RECOMMND

The developer/permit holder shall coordinate with their designated landscape representative and the Riverside County Planning Department's landscape inspector to ensure all landscape planting and irrigation systems have been installed in accordance with APPROVED EXHIBITS, landscaping, irrigation, and shading plans. The Planning Department will ensure that all landscaping is healthy, free of weeds, disease and pests; and, irrigation systems are properly constructed and determined to be in good working order. The developer/permit holder's designated landscape representative and the Riverside County Planning Department's landscape inspector shall determine compliance with this condition and execute a Landscape Certificate of Completion. Upon determination of compliance, the Planning Department shall clear this condition.
EOT1

LAND DEVELOPMENT COMMITTEE
INITIAL CASE TRANSMITTAL
RIVERSIDE COUNTY PLANNING DEPARTMENT - RIVERSIDE
P.O. Box 1409
Riverside, CA 92502-1409

DATE: June 14, 2011

TO:

Transportation Dept.
Environmental Health Dept.
Flood Control District
Fire Department
Dept. of Bldg. & Safety (Grading)

Regional Parks & Open Space District
Co. Geologist
Environmental Programs Dept.
P.D. Landscaping Section
P.D. Archaeologist – L. Mouriquand

FIRST EXTENSION OF TIME for PLOT PLAN NO. 20711 - Applicant: Howard Industrial Partners, LLC - First Supervisorial District – North Perris Zoning District – Mead Valley Area Plan: Community Development: Light Industrial (CD:LI) (0.25 to 0.60 floor to area ratio) - Location: Northerly of Placentia Street, westerly of West Frontage Road, and easterly of Harvill Avenue – 19.8 Gross Acres – Zoning: Manufacturing Heavy (M-H) - **APPROVED PROJECT DESCRIPTION:** The Plot Plan No. 20711 proposes the construction of two (2) manufacturing/ distribution warehouse facilities: Building A is approximately 245,252 square feet (s.f.) which includes 20,000 s.f. of office, 100,000 s.f. of manufacturing, as well as 125,252 s.f. for distribution and Building B is approximately 83,750 square feet (s.f.) which includes 5000 s.f. of office, 25,000 s.f. of manufacturing, as well as 53,750 s.f. of distribution. The project includes 447 parking spaces and 32 loading spaces. Along the southern portion of the project site there is a 20' trail easement which is to be dedicated to the County of Riverside Parks & Recreation. - **REQUEST: FIRST EXTENSION OF TIME for PLOT PLAN NO. 20711**, extending the expiration date to June 9, 2012.

Please review the attached information, together with your existing records for the subject case. This extension request is being placed on the **July 7, 2011 LDC Comment Agenda** in order to establish a deadline for review and comment. All County Agencies and Departments must complete their review prior to the LDC Comment date. Failure to complete the review and/or provide comments within the indicated time frame will result in a presumption that the affected Agency/Department has no comment, and the extension request will be moved forward based on that presumption.

Each LDC Agency or Department may recommend conditions of approval to maintain conformance with the County General Plan, or to ensure the project does not adversely affect the health, safety or welfare of the general public. New or revised conditions of approval should be added to the subject case condition set the by LDC Comment date and placed in recommend status. After the LDC Comment date, the Planning Department will then forward all recommended extension of time conditions to the applicant for acceptance prior to moving this request forward for approval.

LDC MEMBERS ARE ENCOURAGED TO DIFFERENCIATE THOSE CONDITIONS ADDED AS PART OF THE EXTENSION BY ADDING A REFERENCE IN THE CONDITION TITLE AND/OR BODY OF THE CONDITION (ie. "EOT 1, EOT 2)

If any LDC Agency or Department finds that the project, as approved, cannot be found to be in conformance with the General Plan and/or finds the project adversely affects the general health, safety and welfare of the public without the processing and approval of a Revised Permit to the Approved Plot Plan, said Agency or Department must provide to the Planning such a recommendation and provide details as to what issues such an application must address.

Should you have any questions regarding this item, please do not hesitate to contact Catherine Morales at micro 5-1681 or via e-mail at catmoral@rcflma.org. You can also send documents to **MAILSTOP# 1070**.

Morales, Catherine

From: Gramlich, Rebecca
Sent: Wednesday, June 22, 2011 8:53 AM
To: Morales, Catherine
Cc: 'thoward@hipre.net'; Gramlich, Rebecca
Subject: RE: PP20711 1ST EOT - 7/07/11
Attachments: pp20711.pdf

Catherine:

Transportation has completed their review of 1st extension of time request. As a result of our review, the following changes were made:

Added 10.TRANS.8 "Use – County Web Site" (Informational)
Added 60.TRANS.2 "Use – Submit/Approve Grading Plan" (Clarifies)
Added 60.TRANS.3 "Use – Obtain L&LMD Application" (Clarifies)

Rebecca Gramlich

Secretary I

Riverside County Transportation Department

4080 Lemon Street, Riverside, CA 92501

Tel: (951) 955-6769 / Fax: (951) 955-0049

rgramlic@rctlma.org

From: Morales, Catherine
Sent: Wednesday, June 15, 2011 9:10 AM
To: Baez, Ken; Brewer, Marc; Early, Kristina; Evenson, Dale; Fairhurst, Richard; Gonzalez, Sam; Gramlich, Rebecca; Jones, David; Khorashadi, Farah; Lovelady, Kristi; Mooman, Shaheen; Mouriquand, Leslie; Neal, Greg; Salhab, Marwan; Tadesse, Tesfu; Tsang, Kevin; Wagner, Dan; Watkins, Timothy
Subject: PP20711 1ST EOT - 7/07/11

Good morning,

This extension of time is being scheduled for the 7/07/11 LDC Comment agenda. Please ensure that you have completed your review and/or application of any recommended conditions on or before the 7/07/11 LDC date.

The applicant's information is as follows:

Howard Industrial Partners, LLC

Attn: Timothy Howard

155 N. Riverview Dr.

Anaheim, CA 92808

Ph: 714-769-9155

Fax: 714-689-1580

thoward@hipre.net

Thank you,

Catherine D. Morales

Planning Technician II

Riverside County Planning Department

4080 Lemon St., 12th Floor

Riverside, CA 92502

Morales, Catherine

From: Mouriquand, Leslie
Sent: Wednesday, June 15, 2011 1:26 PM
To: Morales, Catherine
Subject: RE: PP20711 1ST EOT - 7/07/11

Hi,

I entered the two basic archaeo conditions with the current language to replace the old ones there.

Leslie

From: Morales, Catherine
Sent: Wednesday, June 15, 2011 9:10 AM
To: Baez, Ken; Brewer, Marc; Early, Kristina; Evenson, Dale; Fairhurst, Richard; Gonzalez, Sam; Gramlich, Rebecca; Jones, David; Khorashadi, Farah; Lovelady, Kristi; Mooman, Shaheen; Mouriquand, Leslie; Neal, Greg; Salhab, Marwan; Tadesse, Tesfu; Tsang, Kevin; Wagner, Dan; Watkins, Timothy
Subject: PP20711 1ST EOT - 7/07/11

Good morning,

This extension of time is being scheduled for the 7/07/11 LDC Comment agenda. Please ensure that you have completed your review and/or application of any recommended conditions on or before the 7/07/11 LDC date.

The applicant's information is as follows:

Howard Industrial Partners, LLC
Attn: Timothy Howard
155 N. Riverview Dr.
Anaheim, CA 92808
Ph: 714-769-9155
Fax: 714-689-1580
thoward@hipre.net

Thank you,

Catherine D. Morales
Planning Technician II
Riverside County Planning Department
4080 Lemon St., 12th Floor
Riverside, CA 92502
951.955.1681

Morales, Catherine

From: Cory Cruze [cory.cruze@webbassociates.com]
Sent: Tuesday, June 28, 2011 8:07 AM
To: Morales, Catherine
Subject: FW: PP20711 - Howard Industrial

Good morning Catherine

The property associated with PP 20711 was listed as being owned by Prudential Prisa, which is a bank that overtook the property when the original owner defaulted, but the bank did not file a new grant deed when they took over the property (this is typical). Is there some letter or form that we could have Prudential Prisa provide to the County to verify that they are the owner? Or would you like to involve the original applicants? Please advise.

Thanks!!

Cory Cruze

Administrative Assistant III
Albert A. **WEBB** Associates
T. 951.320.6036



Corporate Office

3788 McCray Street | Riverside, CA 92506
T. 951.320.6036 | F. 951.788.1256
cory.cruze@webbassociates.com

Desert Region

36-951 Cook St #103 | Palm Desert, CA 92211
T. 760.568.5005 | F. 760.568.3443
www.webbassociates.com

History. Consistency. Progress.

Please consider the environment before printing this email.

Protection Notice

From: Margaret Ewing
Sent: Friday, June 17, 2011 4:35 PM
To: Cory Cruze
Subject: PP20711 - Howard Industrial

I spoke to Catherine Morales at the County about another matter and she mentioned that a Grant Deed needs to be submitted to the County so the time extension can be approved for the referenced Plot Plan. They are not satisfied with the Consulting Agreement we attached to the Application for the Extension of Tim.

Please forward. I think they have already received a letter from the County, but want to be sure this doesn't fall through the cracks.

Margaret A. Ewing

Director of Administrative Services
Albert A. **WEBB** Associates
T. 951.248.4218



RIVERSIDE COUNTY PLANNING DEPARTMENT

Carolyn Syms Luna
Director

Date: June 14, 2011

To: Howard Industrial Partners, LLC
Attn: Tim Howard
155 N. Riverview Dr.
Anaheim, CA 92808

RE: **FIRST EXTENSION OF TIME REQUEST** for PLOT PLAN NO. 20711.

Dear Applicant:

Thank you for submitting your Extension of Time application and deposit with the County of Riverside Planning Department. My name is Catherine Morales, and I have been assigned to review your application. The extension of time request has been transmitted to the Land Development Committee (LDC) with comments and/or conditions due by July 7, 2011. I will contact you by the end of business the following week and provide you with all available comments and/or conditions.

Based on the documents submitted with your application, the following item(s) are required:

- Copy of Grant Deed or Title Report that shows Prudential Prisa Fund II as property owner
- Memo addressed to Carolyn Syms Luna, Planning Director, that includes fact(s) as to the reason(s) why the plot plan was not used within the required time period. (This would enable the Planning Director to make a determination that valid reasons exist for the request for extension of time. This determination is referenced in ORD 348, Section 18.28(f)).

Please submit the requested item(s) as soon as possible to ensure that your application can be timely processed. If you have any questions, please feel free to contact me at 951-955-1681 or via email at catmoral@rctlma.org.

Sincerely,

RIVERSIDE COUNTY PLANNING DEPARTMENT
Carolyn Syms Luna, Director

Catherine Morales, Planning Technician II

Revised: 06/24/2010

Y:\Planning Case Files-Riverside office\PP20711\1ST EOT\PP20711 1ST EOT Initial Applicant Contact Letter.doc

Riverside Office • 4080 Lemon Street, 12th Floor
P.O. Box 1409, Riverside, California 92502-1409
(951) 955-3200 • Fax (951) 955-1811

Desert Office • 38686 El Cerrito Road
Palm Desert, California 92211
(760) 863-8277 • Fax (760) 863-7555



June 21, 2011

Ms. Catherine Morales
Riverside County Planning Department
P.O. Box 1409
Riverside, CA 92502-1409

RE: First Extension of Time Request, Plot Plan # 20711

Dear Ms. Morales:

In response to your June 14th request for further information I provide the following. Relating to the ownership vesting, there is no new Grant Deed. By way of background, On January 31, 2010, Oakmont National GP's and Oakmont National Investments, LLC's interest in Oakmont National Partners, L.P. was redeemed (transferred back to Oakmont National Partners, L.P.). PR ONP GP LLC, an entity wholly-owned by The Prudential Insurance Company of America, was admitted as the replacement general partner of Oakmont National Partners, L.P.

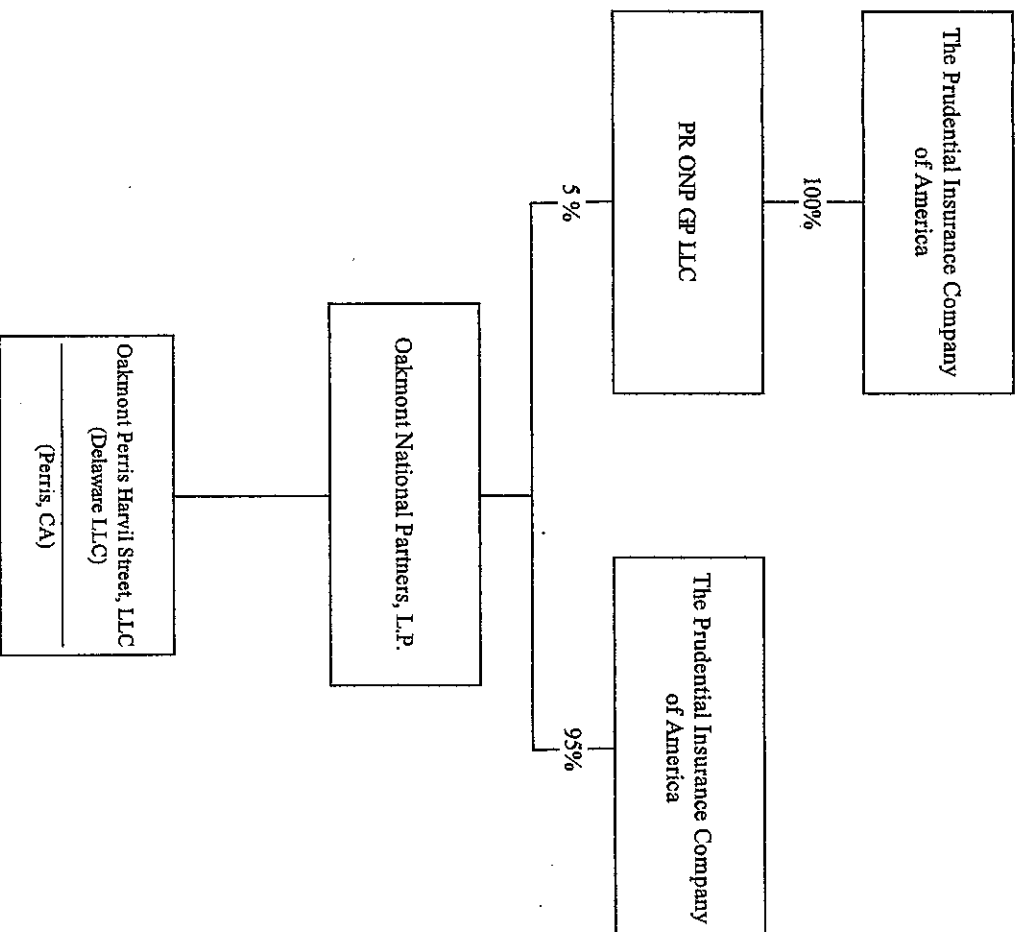
So, Oakmont Industrial Partners now has no interest in Oakmont Perris Harvil Street LLC, or any entity related to Oakmont Perris Harvil Street LLC. Prudential owns and controls all interests in Oakmont Perris Harvil Street LLC and related entities. Please see the attached organizational chart.

Relating to the reason for this extension, please convey to Ms. Syms Luna that it is necessary due to the downturn in the economy that occurred in 2008. We have had no commercial interest in the property since then we remain hopeful however that we will be able to find a tenant within the next several years.

Best Regards,

Timothy J. Howard
Manager
Mm
Enclosure

ONP I



CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "**Agreement**") is entered into as of June 1, 2011 (the "**Effective Date**") by and between HOWARD INDUSTRIAL PARTNERS, LLC ("**Consultant**") and the entities signing below as "Owners" (each, an "**Owner**", and collectively, the "**Owners**").

RECITALS

WHEREAS, Consultant desires to perform certain services relating to the development of the properties described on the attached Exhibit "A" (each, a "**Property**" and collectively, the "**Properties**") and the Owners desire to retain Consultant to perform such services, on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements herein contained, the Owner and Consultant agree as follows:

1. Description of Services to be Performed. Consultant shall provide the following services to each Owner in accordance with the terms and conditions of this Agreement and as applicable to each specific Property (collectively, the "**Services**"): (i) assist each Owner with pursuing entitlements in connection with the development of the Property (provided that each Owner shall bear all costs of actually applying for, prosecuting and/or obtaining the same as to the Property owned by such Owner); (ii) provide construction management services in connection with construction of building improvements on any Property; (iii) assist each Owner in coordinating any disposition of its Property; and (iv) assist each Owner in negotiations with potential tenants of its Property (and/or brokers).

2. Term of Agreement. The term of this Agreement ("**Term**") shall commence on the Effective Date and shall expire on the last day of the twelfth (12th) full calendar month thereafter (the "**Expiration Date**"); provided, however, either party may terminate this Agreement prior to the Expiration Date (at any time, and for any reason) upon not less than thirty (30) days prior written notice to the other party.

3. Compensation. Owner shall pay the following fees to Consultant:

(i) A fixed monthly fee in the amount of \$35,000.00 per month (the "**Minimum Fee**"), which shall be prorated for any fractional month during the Term. Such Minimum Fee shall be payable monthly in advance, with payment for the first full month of the Term to be due and payable upon the mutual execution and delivery of this Agreement;

(ii) A disposition fee in the amount of 0.5% of the aggregate consideration paid to any Owner in connection with any sale, disposition or other conveyance of such Owner's Property or any portion thereof to any party other than to a wholly-owned affiliate of The Prudential Insurance Company of America ("**Prudential**") (which fee shall be payable concurrently with the consummation of any such transaction by any applicable Owner, with

Owner having no obligation to Consultant to consummate any such transaction). Such fee shall be payable in connection with any such transaction that occurs (or is contracted for) during the Term (and the obligation of the applicable Owner to pay such amount shall survive the expiration or earlier termination of this Agreement) other than any such transaction with a wholly-owned affiliate of Prudential; and

(iii) A construction management fee in the amount of \$1.00 per rentable square foot of building area constructed on any Property (all aspects of such construction to be subject to the express prior approval of the applicable Owner, except to the extent otherwise agreed or provided in writing), which fee shall be payable as follows: (a) twenty-five percent (25%) of such fee shall be due and payable upon issuance of a building permit with respect to the subject construction; (b) sixty-five percent (65%) of such fee shall be due and payable upon Substantial Completion (as hereinafter defined) of the building or buildings as previously approved by the applicable Owner (the "**Improvements**") provided that such Substantial Completion is achieved consistent with the construction schedule previously agreed upon by Owner and Consultant in connection with the applicable Owner's approval of the proposed Improvements (subject to delays resulting from events of force majeure or any acts or omissions of any Owner or its employees or agents) ("**On Schedule**") and in the amount of, or under the amount of, the budget for the Improvements previously agreed upon by Owner and Consultant in connection with the applicable Owner's approval of the proposed Improvements (subject to overages resulting from events of force majeure or any acts or omissions of Owner or its employees or agents) ("**On Budget**") and (c) ten percent (10%) upon completion of all Punchlist Items (as hereinafter defined). As used herein, the term "**Substantial Completion**" means that the Improvements have been completed in substantial accordance with the plans and specifications previously approved by the applicable Owner (subject to change orders approved in writing by the applicable Owner), subject only to Punchlist Items having a cost to complete of not more than \$50,000, as evidenced by a certificate of substantial completion issued by the architect of the Improvements in substantially the form attached hereto as Exhibit B (the "**Certificate**"). The term "**Punchlist Items**" means unfinished items of construction of the Improvements or correction of work as identified in the Certificate and as reasonably approved by any Owner or any Owner's construction consultant. The obligation of each applicable Owner to pay such amount shall survive the expiration or earlier termination of this Agreement. Consultant shall not be entitled to any compensation under Section 3(ii) unless Substantial Completion of the applicable Improvements is both On Schedule and On Budget. Notwithstanding the foregoing, any fees paid to Consultant pursuant to item (ii) and (iii) above shall be reduced (in the aggregate) by the amount of any Minimum Fees already paid by Owner to Consultant.

4. Expenses. In addition to the compensation described above, Owner shall reimburse Consultant within 30 days of an Owner's receipt of an invoice and other reasonable supporting documentation for Consultant's actual and reasonable costs and expenses incurred in connection with performing the Services, provided that such expenses are approved in writing by Owner in advance of Consultant incurring same. Without limiting the generality of the foregoing, Owners will not be required to reimburse Consultant for any of the following expenses (unless otherwise agreed to in advance and in writing by an applicable Owner): (i) salaries, other compensation and other employee benefits for employees of Consultant or its affiliates, (ii) the cost of supplies and equipment used by Consultant, (iii) the cost of insurance purchased by Consultant or its affiliates for their own accounts, (iv) any overhead and general

expenses attributable to Consultant's or its affiliates' offices, phone systems, internet services or the like, (v) political or charitable contributions and (vi) travel expenses.

5. Independent Contractor. Consultant shall be deemed an independent contractor and not an employee or agent of the Owner. Nothing contained in this Agreement shall be deemed or construed to create a partnership. Consultant's relationship to Owners is strictly and solely that of an independent contractor, not a partnership or joint venture between any Owner and Consultant or between any Owner and any other person or entity, and nothing contained herein shall be deemed or construed to obligate any Owner for or on account of any debts or obligations of Consultant. Owners shall not be responsible for and shall not obtain worker's compensation, disability benefits insurance, unemployment or employment security insurance coverage for Consultant or its employees, agents or consultants. To the extent that any such insurance coverage, or any other type of insurance coverage, is or shall become required by law, it will be obtained by Consultant at its own expense. None of Consultant's employees, agents or consultants is eligible for, nor entitled to, and shall not participate in, any of Owners' pension, health or other fringe benefit plans, if any such plans exist.

6. Limitation on Liability; Indemnity. Neither Consultant nor Owner shall for any reason be liable to the other party for any special, indirect or consequential damages, including loss of use and loss of profit, or for punitive or exemplary damages, and each party agrees that any right it may have to seek recovery of such damages is expressly waived. Consultant hereby indemnifies each Owner and agrees to defend and hold each Owner harmless from and against any direct, actual damages, costs or expenses (including attorneys' fees) which Owner may suffer arising out of Consultant's gross negligence or willful misconduct of Consultant in the performance of its duties under this Agreement. The provisions of this Section 6 shall survive the expiration or earlier termination of this Agreement.

7. Attorney's Fees. In the event of any litigation or arbitration or any quasi-judicial or administrative proceeding between the parties hereto: (i) to enforce any provision of this Agreement, (ii) to enforce any remedy available upon breach or default of the Agreement, or seeking a declaration of the rights of either party, the prevailing party shall be entitled to recover from the other such attorneys' fees and costs as may be reasonably incurred, including the costs of reasonable investigation, preparation and professional or expert consultation incurred by reason of such litigation, arbitration or proceeding. Sums actually expended in the prosecution or defense of any litigation, arbitration or proceeding within the meaning of the foregoing sentence shall be prima facie evidence of reasonable attorneys' fees, costs, and disbursement. Owners and Consultant agree that in the event either party institutes litigation to enforce or interpret the provisions of this Agreement, such litigation is to be brought and adjudicated in the appropriate court.

8. Entire Agreement. This Agreement represents the entire integrated agreement between Owners and Consultant with respect to the services and duties being performed by Consultant and the rights and obligations of both parties in connection with such services and duties. Any prior promises, negotiations, representations, and agreements (whether oral or written) not expressly set forth in this Agreement are superseded and are of no further force or effect. This Agreement may be amended only by written instrument signed by Owners and Consultant.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of California, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than California.

10. Notices. Any notices required by this Agreement or by law to be given to either party shall be in writing and shall be either personally served or mailed by certified or registered mail, return receipt requested, or overnight delivery to any Owner at 2 Prudential Plaza, 180 N. Stetson Street #3275, Chicago, Illinois 60601, or to Consultant at 155 N. Riverview Drive, Anaheim Hills, California 92808. Either party may change its address(es) for notices by giving written notice of such change to the other party. All notices mailed in accordance with these provisions shall be deemed effective upon receipt or two (2) business days from the date of mailing, whichever date is sooner; provided, however, that if it is specifically provided in this Agreement that for a particular notice time runs from receipt of such notice, such notice shall not be deemed given until actually received.

11. Future Service. This Agreement shall in no manner commit or constitute an Agreement between Consultant and Owner whereby Consultant is authorized to provide any additional or future services or duties to Owner or on this project.

12. Facsimile/PDF; Counterparts. Each party hereto, and their respective successors and assigns shall be authorized to rely upon the signatures of all of the parties hereto on this Agreement which are delivered by facsimile or PDF as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement with original ink signatures of each person and entity. This Agreement may be executed in counterparts, each of which shall be deemed an original part and all of which together shall constitute a single agreement.

13. ERISA. Consultant acknowledges that Owners is acting on behalf of PRISA, a separate account of Prudential. Accordingly, Consultant hereby represents and warrants to Prudential and each Owner as follows:

(i) Consultant is not an employee pension benefit plan subject to the provisions of Title IV of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or subject to the minimum funding standards under Part 3, Subtitle B, Title I of ERISA or Section 412 of the Internal Revenue Code or Section 302 of ERISA, and none of its assets constitutes or will constitute assets of any such employee benefit plan subject to Part 4, Subtitle B, Title I of ERISA.

(ii) Consultant is not a "governmental plan" within the meaning of Section 3(32) of ERISA and Consultant is not subject to state statutes regulating investments of and fiduciary obligations with respect to governmental plans.

(iii) Neither the Consultant nor any of its affiliates (within the meaning of Part VI(c) of Prohibited Transaction Exemption 84-14 granted by the U.S. Department of Labor ("PTE 84-14")) has, or during the immediately preceding year has exercised, the authority to appoint or terminate Owner as investment manager of any assets of the employee benefit plans

whose assets are held by Prudential or to negotiate the terms of any management agreement with Prudential on behalf of any such plan.

(iv) The performance of the Services under this Agreement (the "Transaction") is not specifically excluded by Part I(b) of PTE 84-14.

(v) Consultant is not a related party of Owner (as defined in VI(h) of PTE 84-14).

(vi) The terms of the Transaction have been negotiated and determined at arm's length, as such terms would be negotiated and determined by unrelated parties.

14. Disclosure of Confidential Information.

(i) In the course of Consultant's engagement hereunder, Consultant will have access to and obtain information relating to the Properties (whether through Owners, its representatives or agents, or from Consultant's endeavors relating to the Properties), and may have access to trade secrets relating to Owners' business (collectively, the "**Confidential Information**"). During the term of this Agreement and thereafter, Consultant shall not directly or indirectly disclose to any third person any Confidential Information without Owners' prior written consent, except as required by law or as necessary to provide the Services.

(ii) The following information shall not be considered Confidential Information:

(A) Information which is already or hereafter becomes generally available to the public, except as a result of the breach of Consultant's duty of confidentiality hereunder.

(B) Information which any Owner agrees may be disclosed.

(C) Information which was known to Consultant prior to the transmittal thereof from any Owner.

(D) Information which Consultant received from a third party which had the right to possess and to disclose the information.

(E) The existence of this Agreement and the consulting relationship between Consultant and Owners.

(F) Information that is independently developed by Consultant.

(iii) Consultant agrees that upon termination of the Term, it will, upon Owners' request, return to Owners all records, files, memoranda, reports, documents and other information, in whatever form, and any copies thereof relating to Confidential Information which was provided by any Owner to Consultant. Consultant acknowledges that all such items are and remain the property of the applicable Owner.

(iv) In the event that Consultant is required by applicable law or through legal process (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information other than as permitted in this Section 14, it is agreed that Consultant will provide Owners with prompt notice of such request(s) and the documents requested thereby so that Owners may seek an appropriate protective order and/or waive compliance with the provisions of this Section 14. It is further agreed that, if in the absence of a protective order or receipt of a waiver hereunder, Consultant is nonetheless compelled to disclose any of the Confidential Information to any tribunal, or else stand liable for contempt or suffer other censure or penalty, Consultant may disclose such information to such tribunal without liability hereunder; provided, however, that Consultant shall give Owners written notice of the information to be so disclosed as far in advance of its disclosure as is reasonably practicable.

(v) It is understood that money damages would not be a sufficient remedy for any breach of this Section 14 and that each Owner shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Section 14, but shall be in addition to all other remedies available in law or at equity.

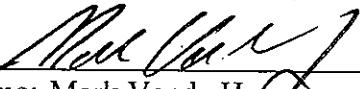
15. Assignability. Neither this Agreement nor any right or obligation hereunder is assignable in whole or in part, whether by operation of law or otherwise, by any party hereto without the express written consent of the other parties, and any such attempted assignment shall be void and unenforceable. This Agreement and the rights and obligations hereunder shall be binding upon, and shall inure to the benefit of any proper successor or assignee.

[Signatures on following page]

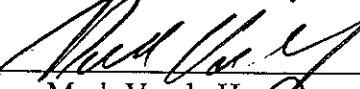
IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

OWNERS:

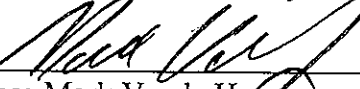
OAKMONT PERRIS MARKHAM STREET, LLC,
a Delaware limited liability company

By: 
Name: Mark Vande Hey
Title: Executive Vice President

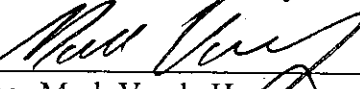
OAKMONT PERRIS HARVIL STREET, LLC,
a Delaware limited liability company

By: 
Name: Mark Vande Hey
Title: Executive Vice President

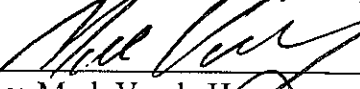
OAKMONTRAMONA EXPRESSWAY, LLC,
a Delaware limited liability company

By: 
Name: Mark Vande Hey
Title: Executive Vice President

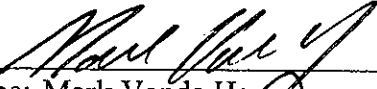
OAKMONT RIVERSIDE HUNTER PARK, LLC,
a Delaware limited liability company

By: 
Name: Mark Vande Hey
Title: Executive Vice President

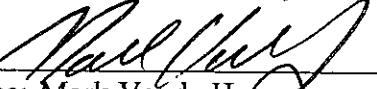
OAKMONT ONTARIO GREYSTONE, LLC,
a Delaware limited liability company

By: 
Name: Mark Vande Hey
Title: Executive Vice President

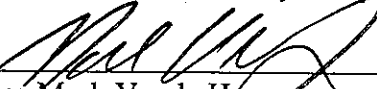
OAKMONT DOWLING ORCHARD, LLC,
a Delaware limited liability company

By: 
Name: Mark Vande Hey
Title: Executive Vice President

OAKMONT EL RIVINO, LLC,
a Delaware limited liability company

By: 
Name: Mark Vande Hey
Title: Executive Vice President

OAKMONT RIALTO OLIVE GROVE, LLC,
a Delaware limited liability company

By: 
Name: Mark Vande Hey
Title: Executive Vice President

CONSULTANT:

HOWARD INDUSTRIAL PARTNERS, LLC


By: 
Name: Timothy J. Howard
Its: Managing Member

EXHIBIT A

PROPERTY

Project Name

City, County, State

Perris/Markham
Harvil/215
Ramona Expressway
Hunter Park
Greystone
Dowling Orchard
El Rivino
Olive Grove

Perris, Riverside County, California
Perris, Riverside County, California
Perris, Riverside County, California
Riverside, Riverside County, California
Ontario, San Bernardino County, California
Beaumont, Riverside County, California
Rialto, San Bernardino County, California
Rialto, San Bernardino County, California

EXHIBIT B

CERTIFICATE OF SUBSTANTIAL COMPLETION

To: [Applicable Owner] ("**Owner**")
From: [Architect] (the "**Architect**")
Project: _____, CA
Contract: [Describe contract with General Contractor] (the "**Contract**")

1. The Architect certifies that the work performed under the Contract (the "**Work**") has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. "Substantially Complete" as used herein is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract and any other applicable documents relating to the Contract and the Work so that the improvements constructed under the Contract can be occupied for its intended use.

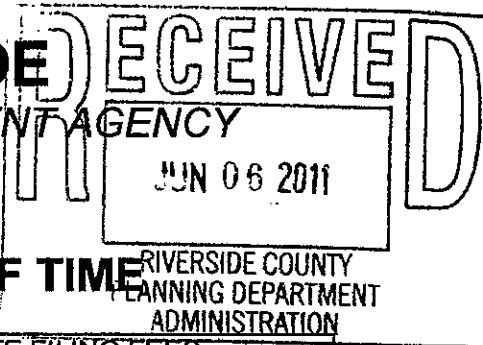
2. The date the Work became Substantially Complete was on or about
_____.

3. A list of items of the Work to be completed or corrected is attached hereto, the cost of which to be completed or corrected is, in Architect's opinion, \$50,000 or less.

ARCHITECT:

By: _____
Name: _____
Title: _____

COUNTY OF RIVERSIDE
TRANSPORTATION AND LAND MANAGEMENT AGENCY
Planning Department
Robert C. Johnson Planning Director



APPLICATION FOR EXTENSION OF TIME

THIS APPLICATION MUST BE ACCOMPANIED BY APPROPRIATE FILING FEES

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

APPLICATION INFORMATION

CASE NUMBER: Plot Plan 20711 DATE SUBMITTED: 6-6-11

Assessor's Parcel Number(s): 317-240-008, 013, 015, 032 and 035

EXTENSION REQUEST ☒ First ☐ Second ☐ Third ☐ Fourth ☐ Fifth

Phased Final Map _____ *Attach evidence of public improvement or financing expenditures.*

NOTE: Land divisions may obtain a maximum of five 1-year extensions of time. Conditional Use Permits and Public Use Permits may obtain extensions of time only to the extent that the period in which to begin substantial construction does not exceed a maximum of three years from the original decision date. Plot Plans may obtain extensions of time only to the extent that the period in which to begin substantial construction does not exceed a maximum of five years from the original decision date. Variances may obtain extensions of time only to the extent that the period in which the variance is to be used does not exceed a maximum of three years from the original decision date, except that a variance in connection with a land division may be used during the same period of time that the land division may be used.

Date of Original Approval: 6/9/2009

Applicant's Name: Howard Industrial Partners, LLC E-Mail: _____

Mailing Address: 155 N. Riverview Drive

Anaheim, CA 92808
City State ZIP

Daytime Phone No: (714) 769-9155 Fax No: (714) 689-1580

Property Owner's Name: Prudential Prisa Fund II E-Mail: Howard @ hiprc.net

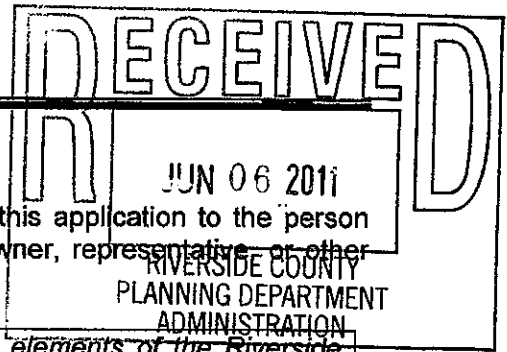
Mailing Address: c/o 155 N. Riverview Drive

Anaheim, CA 92808
City State ZIP

Daytime Phone No: (714) 769-9155 Fax No: (714) 685-1500

If the property is owned by more than one person, attach a separate page that reference the application case number and lists the names, mailing addresses, and phone numbers of all persons having an interest in the real property or properties involved in this application.

APPLICATION FOR EXTENSION OF TIME



The Planning Department will primarily direct communications regarding this application to the person identified above as the Applicant. The Applicant may be the property owner, representative, or other assigned agent.

All approvals of extension of time must be consistent with the pertinent elements of the Riverside County General Plan, the Riverside County Land Use Ordinance (Ordinance No. 348), and the Multiple Species Habitat Conservation Plan (MSHCP).

An extension of time for a land division based on the filing of a phased final map shall not be granted unless the Planning Department determines that the requisite funds have been expanded to construct, improve, or finance the construction of public improvements outside the boundaries of the land division. Any other extension of time for a land division shall not be granted unless the land division conforms to the Comprehensive General Plan, is consistent with existing zoning, conforms to the currently applicable schedule of improvements specified by the Riverside County Land Division Ordinance (Ordinance No. 348) and does not affect the general health, safety, and welfare of the public. If required to bring the subject land division into conformance with current general plan, Ordinance No. 460 and public health, safety, and welfare requirements, additional conditions of approval may be imposed upon approval of an extension of time request.

I hereby request an extension of time for the above referenced project, and I acknowledge that if the basis for extension is something other than the filing of a phased final map, additional conditions of approval may be imposed upon approval of the extension of time and that I may refuse to accept additional conditions of approval only in writing prior to action by the Planning Director, or in writing or in person prior to action by the Planning Commission.

Timothy J. Howard
PRINTED NAME OF APPLICANT

Timothy J. Howard
SIGNATURE OF APPLICANT

AUTHORITY FOR THIS APPLICATION IS HEREBY GIVEN:

I certify that I am/we are the record owner(s) or authorized agent and that the information filed is true and correct to the best of my knowledge. An authorized agent must submit a letter from the owner(s) indicating authority to sign the application on the owner's behalf.

All signatures must be originals ("wet-signed"). Photocopies of signatures are not acceptable.

Mark Vande Hey
PRINTED NAME OF PROPERTY OWNER(S)

M. V. Hey
SIGNATURE OF PROPERTY OWNER(S)

PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

If the subject property is owned by persons who have not signed as owners above, attach a separate sheet that references the application case number and lists the printed names and signatures of all persons having an interest in the property.