

ORDINANCE NUMBER 1392

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, APPROVING DEVELOPMENT AGREEMENT 20-05063 (MODIFYING DEVELOPMENT AGREEMENT 10-04-0010) FOR SITE 3 OF THE SOUTH PERRIS INDUSTRIAL PROJECT AND ADOPTING FINDINGS IN SUPPORT THEREOF

WHEREAS, on July 13, 2010, the City of Perris (“City”) City Council approved the South Perris Industrial Project (“Original Project”), which was submitted by FR/Cal Ellis, LLC, and approved a related Development Agreement 10-04-0010 in accordance with Perris Municipal Code (“PMC”) Section 18.19.010 et seq. and Government Code Section 65864 et seq. (“Development Agreement 10-04-0010”); and

WHEREAS, the applicant for the Proposal (as defined below) is the successor in interest of FR/Cal Ellis, LLC’s interest and rights in the Original Project and Development Agreement 10-04-0010 (“Applicant”); and

WHEREAS, the Original Project involved three non-contiguous sites and the current action affects only the northernmost of the three non-contiguous sites of approximately 215.7 acres at the northeast corner of Ellis and Redlands Avenues (“site,” or “Site III”); and

WHEREAS, the site is located within the Light Industrial zone; and

WHEREAS, since the approval of the Original Project, there has not been development on Site III, but additional infrastructure in the area has been constructed, and the surrounding area has generally become more developed/urbanized; and

WHEREAS, the City received applications for a Major Modification (MM 19-05332) and Conditional Use Permit (CUP 20-05064) for the original approvals relating to Site III of the Original Project (the “Proposal”) to develop one of two alternative site plans referred to as “Plan A” and “Plan B”, as described below, from the Applicant; and

WHEREAS, Plan A includes 2,869,677 square feet of industrial warehouse space in three buildings which represents a reduction of 296,779 square feet from the Original Project approval, and includes updated and enhanced architecture; and

WHEREAS, Plan B includes 2,358,347 square feet of industrial warehouse space in three buildings which represents a reduction of 808,109 square feet from the Original Project approval, and includes updated and enhanced architecture; and

WHEREAS, Plan B includes a rail spur located between Ellis Avenue and Case Road and an outdoor storage area screened by a 14-foot tall concrete wall, which requires the submission of Conditional Use Permit (CUP 20-05064) by the Applicant pursuant to the PMC; and

WHEREAS, the City of Perris also received an application for an amendment of Development Agreement 10-04-0010 from the Applicant concerning Site III of the South Perris Industrial Project in accordance with PMC Section 18.19.010 *et seq.* and Government Code section 65864 *et seq.*, and the Applicant further desires to enter into said modification of Development Agreement 10-04-0010 with the City (“Development Agreement 20-05063”); and

WHEREAS, Site III is partially located in Western Riverside Multiple Species Habitat Conservation Plan (“MSHCP”) Criteria Cell No. 3470 and participated in the Habitat Evaluation and Acquisition and Negotiation Strategy (“HANS”) negotiation process for Site III required by the MSHCP and City Resolution No. 3162 to determine appropriate conservation areas for habitat preservation; and

WHEREAS, the MSHCP Compliance Report was reviewed by the City, the Riverside County Regional Conservation Authority (“RCA”), and the US Fish and Wildlife Service and the California Department of Fish and Game (the Wildlife Agencies) through the Joint Project Review process and a Determination of Project Consistency was made by the City for Sites II and III of the Original Project and approved by the RCA; and

WHEREAS, through the Joint Project Review process, it was determined that the designated conservation areas for the South Perris Industrial Project will total approximately 76 acres in three discontinuous sites along the San Jacinto River within City limits, and the City intends to convey these parcels to the RCA for permanent conservation; and

WHEREAS, on July 13, 2010, the City certified the South Perris Industrial Final Environmental Impact Report (SCH No. No. 2008071060) (“EIR”) for the Original Project pursuant to CEQA and the State CEQA Guidelines by adopting City Council Resolution No. 4323, and which incorporates the Final EIR, the Draft EIR with changes and revisions thereto, written Responses to Comments made during the CEQA review period, and the Mitigation and Monitoring Program; and

WHEREAS, as described above, the Applicant now proposes two alternative amendments (Plan A and Plan B) to Site III of the Original Project including a rail spur as part of Plan B; and

WHEREAS, pursuant to CEQA, an Addendum to the EIR has been prepared for the Project and it has been determined that no new or more severe significant impacts than those addressed in the EIR result from the Project, including either Plan A or Plan B (“Addendum to the EIR”) both of which reduce the square footage that will be developed on the site when compared with the Original Project, therefore reducing a number of associated impacts on the environment compared to those impacts addressed in the EIR; and

WHEREAS, the City Council has reviewed the Addendum to the EIR and accompanying attachments; and

WHEREAS, the City Council received recommendations from the Planning Commission to made findings related to and approve the Addendum to the EIR, Major

Modification (MM 19-05332), Conditional Use Permit (CUP 20-05064), and Development Agreement 20-05063, but only as it relates to Plan B (“Project”); and

WHEREAS, the City Council now desires to approve Development Agreement 20-05063 as it relates to the Project, which incorporates changes to the Original Project as provided in Major Modification (MM 19-05332) and Conditional Use Permit (CUP 20-05064); and

WHEREAS, prior to taking action, the City Council has heard, been presented with, and/or reviewed all of the information and data which constitutes the administrative record for the above-mentioned approvals, including all oral and written evidence from City staff and members of the public presented at all Proposal and Project meetings and public hearings, including the previously certified EIR for the Original Project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Recitals Incorporated. The City Council finds the above recitals are true and correct and incorporated herein by this reference.

Section 2. CEQA. Based upon the forgoing and all oral and written statements and reports presented by City staff and members of the public, including but not limited to, such statements and reports presented at the City Council’s public hearing on June 9, 2020 the City Council has reviewed and considered the environmental documentation and information referenced in its Resolution (next in order), which is incorporated herein by this reference, prior to action on the application for Development Agreement 20-05063, which modifies Development Agreement 10-04-0010, and finds and determines that the Addendum to the EIR meets the requirements of CEQA and State CEQA Guidelines, and finds that no new or increased significant impacts than those addressed in the previously certified EIR, which remains relevant, result from the Project, including Development Agreement 20-05063.

Section 3. Findings. Based upon the forgoing and all oral and written statements and reports presented by City staff and members of the public, including but not limited to, such statements and reports presented at the City Council’s public hearing on June 9, 2020, the City Council makes the following findings required by PMC section 18.19.100 for approval of the proposed Development Agreement 20-05063 associated with Site III and which modifies Development Agreement 10-04-0010 as follows:

- 1) Development Agreement 20-05063 complies with Government Code section 65867.5(b) in that the provisions of the Development Agreement are consistent with the City’s General Plan and any applicable special plans.

Development Agreement 20-05063 implements the Project which is consistent with the General Plan and zoning of Light Industrial, and the existing land uses in the area. The location and size, density and intensity of the modified Project and the required improvements are the same or less intense than the approved Original Project for this site, including reduced square footage resulting in reduced traffic.

- 2) Development Agreement 20-05063 is consistent with the objectives, policies, general land uses and programs specified in the General Plan and any applicable specific plans.

In addition to Development Agreement 20-05063 being consistent with the General Plan and zoning, the Project is consistent with General Plan Goal III, Policy III.A, of the General Plan Land Use Element, which seeks to provide jobs for residents at all economic levels through commerce and industry and to diversify the local economy.

- 3) Development Agreement 20-05063 is compatible with the uses authorized in, and the regulations prescribed for, the zoning district in which the real property is located. The findings in Sections 3 and 4 of City Council Resolution No. 20-07 are incorporated herein by this reference, which findings include, but are not limited to the following:

- a. Modification of the Original Project (Major Modification (MM 19-05332))

- i. Development Agreement 20-05063 is consistent with the findings for the Original Project because location, size, design, and density and intensity of the proposed Project is consistent with the City's General Plan (LI), any applicable Specific Plans (none), the purposes and provisions of the City's Zoning Code, the purposes of the Zone (Light Industrial) in which the site is located, and the development policies and standards of the City.

1. There is no change in the size of the site, the architectural design and site circulation have been improved, and the square footage of the Project is substantially reduced from the Original Project. The proposed development is consistent with the General Plan zoning Light Industrial (LI) designation on the site, and with the existing land uses in the area. The Project, as conditioned, meets or exceeds all design and development criteria of the underlying LI zoning district, which implements the development standards and policies of the City.

- ii. The proposed Project site is physically suitable, including but not limited to parcel size, shape, access, and availability of utilities and services, for the type of development proposed.

1. The proposed Project is physically suitable in terms of parcel size, shape, access and availability to utilities and services, as the site is located at the northeast corner of Ellis and Redlands Avenues, which allows for adequate two-way access from both frontages and provides for the logical extension of infrastructure to service the site. Since the approval of the Original Project, there has not been development on Site III, but additional infrastructure in the area has been constructed, and the

surrounding area has generally become more developed/urbanized. Utility service connections are available to service the site and will be designed, installed and maintained consistent with City and service agency requirements.

- iii. The proposed Project and the conditions under which it would be operated or maintained is compatible with abutting properties and will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.
 1. The Project is adjacent to other light industrial, governmental and recreational uses that are compatible with the e-commerce/warehousing uses proposed on the site. The Project would augment the City's economic base, create employment-generating opportunities for the citizens of Perris and surrounding communities, and provide modern industrial distribution centers that allow for the efficient storage and distribution of various goods due to the Project's location adjacent to regional transportation corridors and rail lines.
- iv. The architecture of the proposed Project includes updated and enhanced architecture which is compatible with community standards and protects the character of adjacent development.
 1. As designed, the proposed architecture meets or exceeds the intent of the architectural design standards in the Light Industrial zone. The architecture proposed is an upgrade and update from the architecture approved for the Original Project. Additionally, the proposed architecture will be compatible with and protect the character of the existing and future light industrial uses through the application of enhanced development standards, landscaping, setbacks, site design and improvements, which aesthetically enhance the site and protect the character of the adjacent development.
- v. The proposed Project's landscaping plan ensures visual relief and provides an attractive environment for the public's enjoyment.
 1. As conditioned, the proposed Project meets or exceeds the on-site and off-site landscape standards for the Light Industrial (LI) zoning district as outlined in Chapter 19.70 of the Zoning Code, by providing a mix of specimen native and drought-tolerant trees, shrubs, ground cover and annual color throughout the site to ensure visual relief and effectively frame, soften and embellish access points, building entries, parking areas and trash enclosures. As required, all areas not covered by structures, drive aisles, parking or hardscape have been landscaped, which

will provide an attractive environment for the public's enjoyment.

vi. The safeguards necessary to protect the public health, safety and general welfare have been required for the proposed Project.

1. The proposed Project provides the safeguards necessary to protect the public health, safety, and general welfare through the conditions of approval and mitigation measures, which will ensure that the Project is developed in compliance with City and affected service agency codes and policies and mitigate potential impacts to the environment.

b. Outdoor Storage (Conditional Use Permit (CUP 20-05064))

i. The proposed location of the conditional use as provided in the Project is in accord with the objectives of the Perris Municipal Code and the purposes of the zone in which the site is located.

1. The zoning and General Plan designation of the site is Light Industrial. This zone permits light industrial uses and related activities including manufacturing, research, warehouse and distribution, assembly of non-hazardous products/materials, and retail related to manufacturing. The outdoor storage for which this conditional use permit is required is not located adjacent to local streets and is screened from views from I-215 with 14-foot tall concrete screen walls. As conditioned, no materials stored outdoors are allowed to exceed the height of the screen walls; therefore, the Project meets or exceeds the objectives of the Light Industrial zone.

ii. The proposed Project is consistent with the findings for the Original Project and the City's General Plan (LI), and conforms to all specific plans, zoning standards (Light Industrial), applicable subdivision requirements, and other ordinances and resolutions of the city.

1. The Project will conform to the applicable Original Project conditions of approval and EIR mitigation measures. The goals of the General Plan and Zoning Code are achieved because the Project complies with the development standards of the Light Industrial Zone and provides reduced environmental impacts, and superior site design and building architecture.

iii. The proposed location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.

1. The Project is adjacent to other light industrial, governmental and recreational uses that are compatible with the e-commerce/warehousing uses proposed on the site. The outdoor storage for which Conditional Use Permit 20-05064 is required is located away from adjacent uses and is screened from views from I-215. The Project would augment the City's economic base, create employment-generating opportunities for the citizens of Perris and surrounding communities, and provide modern industrial distribution centers that allow for the efficient storage and distribution of various goods due to the Project's location adjacent to regional transportation corridors and rail lines.
- iv. The architecture of the proposed Project includes updated and enhanced architecture which is compatible with community standards and protects the character of adjacent development.
 1. As designed, the proposed architecture meets or exceeds the intent of the architectural design standards in the Light Industrial zone. The architecture proposed is an upgrade and update from the architecture approved for the Original Project. Additionally, the proposed architecture will be compatible with and protect the character of the existing and future light industrial uses through the application of enhanced development standards, landscaping, setbacks, site design and improvements, which aesthetically enhance the site and protects the character of the adjacent development.
- v. The landscaping plan ensures visual relief and provides an attractive environment for the public's enjoyment.
 1. Good quality landscaping is provided throughout the site, including street trees along Ellis and Redlands Avenues, multi-layered, drought-tolerant landscaping including flowering trees and shrubs, and trails are provided in large landscape areas along and within the setback areas. ensures visual relief and provides an attractive environment for the public's enjoyment.
- 4) Development Agreement 20-05063 is in conformity with and will promote public convenience, general welfare and good land use practice.

Development Agreement 20-05063 implements the Project which is consistent with the General Plan land use guidance and policies. Therefore, Development Agreement 20-05063 promotes the general welfare and good land use practice.

- 5) Development Agreement 20-05063 will not be detrimental to the health, safety and general welfare.

The Project would augment the City's economic base, create employment-generating opportunities for the citizens of Perris and surrounding communities, and provide modern industrial distribution centers that allow for the efficient storage and distribution of various goods due to the Project's location adjacent to regional transportation corridors and rail lines. Combined with the reduction of square footage and truck traffic resulting from implementation of the Project, Development Agreement 20-05063 will not be detrimental to the health, safety and general welfare.

- 6) Development Agreement 20-05063 will not adversely affect the orderly development of the property or the preservation of property values.

The Project implements the General Plan which identifies industrial uses in this portion of the city near Perris Valley Airport which will provide orderly development. The upgraded architecture, quality landscaping and e-commerce user will preserve property values.

- 7) Development Agreement 20-05063 will promote and encourage development of the proposed Project by providing a greater degree of requisite certainty.

Development Agreement 20-05063 assures the current landowner is now responsible for improvements and gives certainty to both the City and developer regarding what is required to develop the land.

Section 4. Approval of Development Agreement 20-05063.

Based upon the forgoing and all oral and written statements and reports presented by City staff and members of the public, including but not limited to, such statements and reports presented at the City Council's public hearing on June 9, 2020, the City Council hereby approves Development Agreement 20-05063 relating to Site III of the Project and which amends Development Agreement 10-04-0009. Development Agreement 20-05063 is attached hereto as Exhibit 1 and incorporated herein by this reference.

Section 5. Severability. If any subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declare that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional or otherwise unenforceable.

Section 5. Effective Date. This Ordinance shall take effect 30 days after its adoption.

Section 6. Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

ADOPTED, SIGNED and **APPROVED** this 28th day of July, 2020.

Michael M. Vargas, Mayor

ATTEST:

City Clerk, Nancy Salazar

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF PERRIS)

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Ordinance Number 1392 was duly introduced by the City Council of the City of Perris at a regular meeting held on the 9th day of June, 2020 and was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the 28th day of July, 2020, and that it was so adopted by the following vote:

AYES: CORONA, RABB, ROGERS, MAGAÑA, VARGAS
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

City Clerk, Nancy Salazar

Attachment : Development Agreement 20-05063

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Perris
Attn: City Clerk
101 North "D" Street
Perris, CA 95270

(Space Above For Recorder's Use)

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement ("FIRST AMENDMENT") is made and entered into as of this 28th day of July, 2020, by and between the CITY OF PERRIS, a municipal corporation ("City"), and IDIL Perris Fulfillment Center, LLC, a limited liability company ("Developer"), the successor in interest of FR/CAL ELLIS, LLC. Collectively, City and Developer may be referred to as "Parties" and individually, each as a "Party".

RECITALS

A. On July 13, 2010, the City Council introduced for first reading (and ultimately adopted in August 2010) Ordinance No. 1271, which approved a General Plan amendment, a Specific Plan amendment, a zone change to allow 3,166,857 square feet of industrial warehouse space in four buildings on approximately 215.7 acres of property in the City ("the Site"), as well as a Development Agreement, DA 10-04-0010 ("Agreement"), recorded by the County of Riverside Assessor, County Clerk and Recorded as document number 2014-0092090. On that same day, the City Council adopted Resolution No. 4326 certifying the South Perris Industrial Project Environmental Impact Report ("EIR") pursuant to the California Environmental Quality Act ("CEQA") and approving TPM 35877, a HANS negotiation, and DPR 08-01-0007. Collectively, all of these approvals are referred herein to as the "Original Development Approvals". The Site is more particularly described in Exhibit "7" to this First Amendment.

B. The Agreement defines the Development Plan to mean the development of the Site pursuant to the Development Approvals, including the Subsequent Development Approvals, the Infrastructure Concept Plans, and the Public Improvements.

C. On May 20, 2020, following a duly noticed and conducted public hearing, the City's Planning Commission approved Resolution No. 20-07, which recommended approval of modifications to the Original Development Approvals so that the Development Plan would now allow the development of approximately 2,358,347 square feet of industrial/warehouses in three buildings, as well as a rail spur, plus surface improvements, including parking, landscaping, storm water improvements, and necessary street, water and sewer infrastructure to accommodate the development of the Plan ultimately selected by the Developer, and revised elevations (the "Project").

D. On June 9, 2020, following a duly noticed and conducted public hearing, the City Council approved Resolution No. 5676 approving the Project (“Resolution”). The Resolution includes, as attachments, the Project’s approved site plans, elevations, and all conditions of approval, as modified from the Original Development Approvals, including updated and revised required public improvements, public improvement fee offsets, and other applicable fee amounts. The Resolution is incorporated by reference into this First Amendment.

F. On June 9, 2020, the City Council held a first reading of, and on July 28, 2020, adopted after a second reading, Ordinance No. 1392 (“Ordinance”) approving and authorizing the execution of this First Amendment to the Development Agreement to conform the Agreement to the revised Project and public improvement obligations, vest the entitlements related thereto throughout the Term of the Agreement, as well as substitute in the current Developer for the entity that was the original party to the Agreement, FR/CAL ELLIS, LLC.

G. When approving the Project (*i.e.*, the Resolution and the Ordinance), as stated in the Resolution, the City Council approved the 2020 Addendum to the EIR (“Addendum”), and in so doing, found in its independent judgment that, pursuant to CEQA Guidelines section 15162, all of the impacts of the proposed Project on the environment have been previously analyzed in, and are fully covered by, the certified EIR, and there are no new or increased significant impacts or changed circumstances requiring or allowing the preparation of a subsequent or supplemental EIR.

H. Concurrent with the 2010 approval of the Agreement (then called the “Phase 3 Development Agreement”), the City approved development agreements for two related sites, called the “Phase 1 Development Agreement” and the “Phase 2 Development Agreement”. This First Amendment, the Resolution, Ordinance, and Addendum apply only to the Phase 3 Development Agreement and shall not be construed to affect any obligations of the City or the respective developers/owners of the Phase 1 or Phase 2 Development Agreements.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Developer. The definition of the term “Developer,” as used in the entirety of the Agreement and all Exhibits thereto (specifically including Exhibits “I” and “J”), is hereby amended to replace “FR/CAL ELLIS, LLC, a Delaware limited liability company” with “IDIL Perris Fulfillment Center, LLC, a limited liability company,” specifically including the introductory paragraph of the Agreement, the definition of Developer in Section 1.1.4 of the Agreement, and the introductory paragraph and signature block of Exhibit “D” (Assignment and Assumption Agreement) to the Agreement.

2. Recitals. The Recital section of the Agreement is hereby amended to add two Recitals, Recital N and Recital O, as follows:

N. On May 20, 2020, following a duly noticed and conducted public hearing, the City’s Planning Commission approved Resolution No. 20-07, which recommended approval of a modification to the previously approved Development Approvals (“Modification”), so that the Development Plan now allows the development of

approximately 2,358,347 square feet of industrial/warehouse uses in three buildings, as well as a rail spur (“Rail Spur Plan”), plus surface improvements, including parking, landscaping, storm water improvements, and necessary street, water and sewer infrastructure to accommodate the development of the Plan ultimately selected by the Developer, and revised elevations.

O. On June 9, 2020, following a duly noticed and conducted public hearing, the City Council approved Resolution No. 5676 (“Resolution”) approving the Modification. The Minor Modification is expressly included in the definition of Development Approvals, as that term is defined in this Agreement. When approving this Resolution, the City Council approved the 2020 Addendum to the South Perris Industrial Environmental Impact Report (“EIR”), and in so doing, found in its independent judgment that, pursuant to CEQA Guidelines section 15162, all of the impacts of the proposed Project on the environment have been previously analyzed in, and are fully covered by, the certified South Perris Industrial Project EIR, and there are no new or increased significant impacts or changed circumstances requiring or allowing the preparation of a subsequent or supplemental EIR.

3. Development Plan. Section 1.1.7 of the Agreement is replaced in its entirety to read as follows:

“*Development Plan*” means the proposed plan for Development of a portion of the Property pursuant to the Development Approvals, including the Subsequent Development Approvals and the Infrastructure Concept Plans (as such term is hereafter defined). The Development Plan contemplates the development of the Property with a total of approximately 2,358,347 square feet of industrial/warehouse uses in three buildings, as well as a rail spur, on approximately 215.7 acres, plus necessary street, water, and sewer infrastructure to accommodate the Project. The Development Plan also includes the Public Improvements described in Section 1.1.15.

4. Section 9.19 of the Agreement is hereby amended to replace the notice information for the Developer as follows:

To Developer: IDIL Perris Fulfillment Center, LLC, a limited liability company
840 Apollo Street
Suite 343
El Segundo, CA 90245
Attn: IDI Logistics

With a copy to: Rutan & Tucker, LLP
611 Anton Boulevard, Fourteenth Floor
Costa Mesa, California 92626-1931
Attn: John A. Ramirez

5. Replacement Exhibits. The following original exhibits to the Agreement are hereby replaced in their entirety by the exhibits attached to this First Amendment as Exhibit “1”

through Exhibit “7”, respectively: Exhibit “A” (Depiction of the Property); Exhibit “C” (Infrastructure Concept Plans); Exhibit “E” (Phasing of Public Improvements); Exhibit “F” (TUMF Facilities, Estimated Full Costs of Constructing TUMF Facilities and Estimated Maximum TUMF Offset Eligibility); Exhibit “G” (City DIF Facilities, Estimated Full Costs of City DIF Facilities and Estimated Maximum City DIF Offset Eligibility); Exhibit “H” (Non-Programmed Facilities and Estimated Full Costs of Constructing Non-Programmed Facilities); Exhibit “B” (Legal Description).

6. Exhibit “I”. Exhibit “I” (TUMF Credit and Reimbursement Agreement) to the Agreement is hereby amended as follows:

6.1. The second and third recitals of Exhibit “I” are hereby replaced in their entirety with the following four recitals:

WHEREAS, the Developer obtained approvals from the City consisting of General Plan Amendment No. 08-05-0023 (Resolution No. 4326), Specific Plan Amendment No. 08-05- 002 (Resolution No. 1271), Tentative Parcel Map No. 35886, a Development Agreement (Ordinance No. 1269), Street Vacation Case No. 08-05-0025, Development Plan No. 08-01 -007 and certification of Environmental Impact Report SCH # 2008071060 (Resolution No. 4323) (“Original Project Approvals”). The Project Approvals permit, subject to conditions of approval, the development of the Property with a total of approximately 3,166,857 square feet of industrial/warehouse uses in four buildings on approximately 215.7 acres (the “Original Project”), plus necessary street, water, and sewer infrastructure to accommodate the Project;

WHEREAS, Developer and City have entered that certain Development Agreement, dated September 30, 2011, and recorded in Riverside County Official Records on March 12, 2014 as Instrument No. 2014-0092090 (“Development Agreement”);

WHEREAS, On June 9, 2020, following a duly noticed and conducted public hearing, the City Council approved modifications to the Original Development Approvals so that the Development Plan would now allow the development of approximately 2,358,347 square feet of industrial/warehouse uses in three buildings, as well as a rail spur (“Rail Spur Plan”), plus surface improvements, including parking, landscaping, storm water improvements, and necessary street, water and sewer infrastructure to accommodate the development of the Plan ultimately selected by the Developer, and revised elevations (collectively, the “Project”);

WHEREAS, on June 9, 2020, the City Council held a first reading of, and on July 28, 2020, adopted after a second reading, Ordinance No. 1392 (“Ordinance”) approving and authorizing the execution of the First Amendment to the Development Agreement to conform the Agreement to

the revised Project and public improvement obligations, as well as other changes set forth therein;

6.2. Paragraph 14.1 of Exhibit “I” is hereby amended to replace “\$2,389,620” with an amount to be determined by the City Engineer.

6.3 Paragraph 15.5 of Exhibit “I” is hereby amended to replace the notice information for the Developer as follows:

To Developer: IDIL Perris Fulfillment Center, LLC, a limited liability company
840 Apollo Street
Suite 343
El Segundo, CA 90245
Attn: IDI Logistics

With a copy to: Rutan & Tucker, LLP
611 Anton Boulevard, Fourteenth Floor
Costa Mesa, California 92626-1931
Attn: John A. Ramirez

6.4 Exhibit “A” to Exhibit “I” is hereby replaced in its entirety with Exhibit “1” to this First Amendment.

6.5 Exhibit “B” to Exhibit “I” is hereby replaced in its entirety with Exhibit “4” to this First Amendment.

7. Exhibit “J”. Exhibit “J” (City DIF Credit and Reimbursement Agreement) to the Agreement is hereby amended as follows:

7.1 The first recital of Exhibit “J” is hereby replaced in its entirety with the following:

WHEREAS, on June 9, 2020, following a duly noticed and conducted public hearing, the City Council approved the development of approximately 2,358,347 square feet of industrial/warehouse uses in three buildings, as well as a rail spur (“Rail Spur Plan”) on the Property, plus surface improvements, including parking, landscaping, storm water improvements, and necessary street, water and sewer infrastructure to accommodate the development of the Plan ultimately selected by the Developer, and revised elevations (collectively, the “Project”);

7.2 Section 8.5 of Exhibit “J” is hereby amended to replace the notice information for the Developer as follows:

To Developer: IDIL Perris Fulfillment Center, LLC, a limited liability company
840 Apollo Street

Suite 343
El Segundo, CA 90245
Attn: IDI Logistics

With a copy to: Rutan & Tucker, LLP
611 Anton Boulevard, Fourteenth Floor
Costa Mesa, California 92626-1931
Attn: John A. Ramirez

7.3 Exhibit "A" to Exhibit "J" is hereby replaced in its entirety with Exhibit "3" to this First Amendment.

7.4 Exhibit "B" to Exhibit "J" is hereby replaced in its entirety with Exhibit "5" to this First Amendment.

8. Conflict. Except as otherwise provided in this First Amendment, the terms of the Agreement shall remain in full force and effect. In case of any inconsistency between this First Amendment and the Agreement, the provisions containing such inconsistency shall first be reconciled with one another to the maximum extent possible, and then to the extent of any remaining inconsistency, the terms of this First Amendment shall control.

9. No Effect on Other Agreements. Concurrent with the 2010 approval of the Agreement (then called the "Phase 3 Development Agreement"), the City approved development agreements for two related sites, called the "Phase 1 Development Agreement" and the "Phase 2 Development Agreement". This First Amendment, the Resolution, Ordinance, and Addendum apply only to the Phase 3 Development Agreement and shall not be construed to affect any obligations of the City or the respective developers/owners of the Phase 1 or Phase 2 Development Agreements.

10. Successors and Assigns. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, subject to any limitations on assignment set forth in the Agreement.

11. Counterparts; Governing Law. This First Amendment may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single First Amendment. This First Amendment shall be governed by the laws of the State of California.

[END OF TEXT; SIGNATURES FOLLOW IMMEDIATELY ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Development Agreement as of the date first set forth above.

CITY:

CITY OF PERRIS, a Municipal Corporation

By: _____

Richard Belmudez
City Manager

APPROVED AS TO FORM:

By: _____

Eric Dunn
City Attorney
City of Perris

DEVELOPER:

IDIL Perris Fulfillment Center, LLC, a limited liability company

By: _____

Its:

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 _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
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.

Signature _____ (Seal)

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 _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
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.

Signature _____ (Seal)

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 _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
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.

Signature _____

(Seal)

EXHIBIT “1”

[Replacement Exhibit on Following Page]

EXHIBIT “1”

EXHIBIT “2”

[Replacement Exhibit on Following Page]

EXHIBIT “2”

EXHIBIT "C" INFRASTRUCTURE MAP



H:\2019\19-0100\DRAWINGS\DIRTMS\300TH PDMS - EXHIBIT C.DWG

EXHIBIT “3”

[Replacement Exhibit on Following Page]

EXHIBIT “3”

Exhibit "E"

LIST OF PUBLIC IMPROVEMENTS

Street

Case Road (800' North of Ellis Avenue to I-215 including
Bridge construction

Ellis Avenue (Case Road to Ellis Interchange)

Redland Avenue (4th Street to Ellis Avenue)

Intersections/Signals

Ellis and Case (Signal)

Ellis and Redlands (Signal)

Case and Murrieta (Signal)

Case and Mapes (Signal)

Case and I-215 SB Ramp (Signal)

Redlands Avenue and 7th Street (Signal if required)

EXHIBIT “4”

[Replacement Exhibit on Following Page]

EXHIBIT “4”

Exhibit "F"

TUMF Facilities
Estimated Full Costs of Constructing TUMF Facilities and
Estimated Maximum TUMF Offset Eligibility

Phase 3 TUMF Facilities	Estimated Full Cost of Construction	Maximum TUMF Offset Eligibility
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Street - TIA

Case Road (800' North of Ellis Avenue to I-215) Including Bridge construction	\$14,721,433.00	\$12,931,823.00
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These fee credits are based upon mutual agreement between the developer and the City of Perris in the interpretation of the WRCOG TUMF Nexus Study dated 2016 (TUMF Nexus). Reconstruction of bridge on Case Road will qualify for the fee credits in the TUMF Nexus respectively and is not required to be constructed to a 100 year flood standard.

EXHIBIT “5”

[Replacement Exhibit on Following Page]

EXHIBIT “5”

Exhibit “G”

City DIF Facilities
Estimated Full Costs of City DIF Facilities and
Estimated Maximum City DIF Offset Eligibility

Phase 3 - DIF Facilities	Estimated Full Cost of of Construction	Maximum DIF Offset Offset Eligibility
<u>Street - TIA</u>		
Ellis Avenue (Case Road to Ellis Interchange)	\$8,748,971.00	\$2,040,000.00
Case Road	\$14,721,433.00	\$2,992,500.00
Redland Avenue (4 th Street to Ellis Avenue)	\$2,883,081.00	\$1,260,000.00
Intersections/Signals – City Conditions*		
Ellis and Case	\$1,072,290.00	\$200,000.00
Ellis and Redlands	\$642,948.00	\$200,000.00
Case and Murrieta	\$216,000.00	\$200,000.00

These fee credits are based upon mutual agreement between the developer and the City of Perris DIF Justification Study dated February 25, 2006 (DIF Nexus). The calculations assume that any excess credit beyond that allocated for the Case Road can be allocated to Ellis Avenue (Case Road to Ellis Interchange) which is associated with this project. Reconstruction of bridge on Case Road will qualify for the fee credits in the DIF Nexus is not required to be constructed to a 100 year flood standard.

- The construction costs are adjusted for the CPI (20%).

EXHIBIT “6”

[Replacement Exhibit on Following Page]

EXHIBIT “6”

Exhibit "H"

Non-Programmed Facilities and Estimated Full Costs of Constructing Non- Programmed
Facilities

Phase 3 Non-Programmed Facilities	Estimated Full Cost of of Construction
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[NOT APPPLICABLE]

EXHIBIT “7”

[Replacement Exhibit on Following Page]

EXHIBIT “7”

Legal Description

Real property situated in the City of Perris, County of Riverside, State of California, and is described as follows:

PARCEL 1:

PARCEL 1 AS SHOWN ON LOT LINE ADJUSTMENT NO. 99-0130, AS EVIDENCED BY DOCUMENT RECORDED FEBRUARY 16, 2000 AS INSTRUMENT NO. [2000-058251](#) OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER, SAID CORNER BEING ON THE CENTER LINE OF REDLANDS AVENUE (FORMERLY KITCHING STREET), AS SHOWN BY RECORD OF SURVEY ON FILE IN [BOOK 62 OF RECORD OF SURVEYS AT PAGES 61 AND 62](#) THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00° 10' 39" EAST ALONG SAID CENTERLINE OF REDLANDS AVENUE, A DISTANCE OF 823.38 FEET;

NORTH 89° 49' 21" EAST, A DISTANCE OF 44.00 FEET FOR THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF REDLANDS AVENUE CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED MAY 6, 1963 AS INSTRUMENT NO. [46411](#), OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

THENCE NORTH 00° 10' 39" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 753.38 FEET TO THE SOUTHWEST CORNER OF PARCEL 4270-2 OF SAID RECORD OF SURVEY;

THENCE NORTH 89° 49' 59" EAST ALONG THE SOUTH LINE OF SAID PARCEL 4270-2, A DISTANCE OF 973.37 FEET; THENCE SOUTH 52° 05' 22" WEST, A DISTANCE OF 1230.76 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

PARCEL 2 AS SHOWN ON LOT LINE ADJUSTMENT NO. 99-0130, AS EVIDENCED BY DOCUMENT RECORDED FEBRUARY 16, 2000 AS INSTRUMENT NO. [2000-058251](#) OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER, SAID CORNER BEING ON THE CENTER LINE OF REDLANDS AVENUE (FORMERLY KITCHING STREET), AS SHOWN BY RECORD OF SURVEY ON FILE IN [BOOK 62 OF RECORD OF SURVEYS AT PAGES 61 AND 62](#) THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00° 10' 39" EAST ALONG SAID CENTERLINE OF REDLANDS AVENUE, A DISTANCE OF 823.38 FEET;

THENCE NORTH 89° 49' 21" EAST, A DISTANCE OF 44.00 FEET FOR THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF REDLANDS AVENUE CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED MAY 6, 1963 AS INSTRUMENT NO. [46411](#); OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00° 10' 39" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1816.45 FEET TO A POINT ON THE CENTERLINE OF ELLIS AVENUE (60.00 FEET IN WIDTH);

THENCE NORTH 89° 49' 34" EAST ALONG SAID CENTER LINE, A DISTANCE OF 669.71 FEET; THENCE NORTH 00° 10' 26" WEST, A DISTANCE OF 64.00 FEET;

THENCE NORTH 52° 05' 22" EAST, A DISTANCE OF 2409.79 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MURRIETA ROAD (60.00 FEET IN WIDTH);

THENCE NORTH 89° 42' 28" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 32, SAID POINT ALSO BEING ON THE CENTERLINE OF SAID MURRIETA ROAD;

THENCE NORTH 00° 17' 32" WEST ALONG SAID EAST LINE AND ALONG SAID CENTERLINE, A DISTANCE OF 740.84 FEET TO THE MOST SOUTHERLY CORNER OF PARCEL 4270-2;

THENCE NORTH 51° 49' 22" WEST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 4270-2, A DISTANCE OF 340.13 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 365.00 FEET;

THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 38° 20' 39", AN ARC DISTANCE OF 244.27 FEET;

THENCE SOUTH 89° 49' 59" WEST TANGENT TO SAID CURVE AND ALONG THE SOUTH LINE OF SAID PARCEL 4270-2, A DISTANCE OF 1137.54 FEET;

THENCE SOUTH 52° 05' 22" WEST, A DISTANCE OF 1230.76 FEET TO THE TRUE POINT OF BEGINNING

PARCEL 3:

PARCEL 3 AS SHOWN ON LOT LINE ADJUSTMENT NO. 99-0130, AS EVIDENCED BY DOCUMENT RECORDED FEBRUARY 16, 2000 AS INSTRUMENT NO. [2000-058251](#) OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOGETHER WITH THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO COUNTY, CALIFORNIA, SAID PORTIONS BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER, SAID CORNER BEING ON THE CENTER LINE REDLANDS AVENUE (FORMERLY KITCHING STREET), AS SHOWN BY RECORD OF SURVEY ON FILE IN [BOOK 62 OF RECORD OF SURVEYS AT PAGES 61 AND 62](#) THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00° 10' 39" EAST, A DISTANCE OF 823.38 FEET;

THENCE NORTH 89° 49' 21" EAST, A DISTANCE OF 44.00 FEET, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF REDLANDS AVENUE CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED MAY 6, 1963 AS INSTRUMENT NO. [46411](#), OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00° 10' 39" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1816.45 FEET TO A POINT ON THE CENTERLINE OF ELLIS AVENUE (60.00 FEET IN WIDTH);

THENCE NORTH 89° 49' 34" EAST ALONG SAID CENTER LINE, A DISTANCE OF 669.71 FEET FOR THE TRUE POINT OF BEGINNING; THENCE NORTH 00° 10' 26" WEST, A DISTANCE OF 64.00 FEET;

THENCE NORTH 52° 05' 22" EAST, A DISTANCE OF 2409.79 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MURRIETA ROAD (60.00 FEET IN WIDTH);

THENCE NORTH 89° 42' 28" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 32, SAID POINT ALSO BEING ON THE CENTERLINE OF SAID MURRIETA ROAD;

THENCE NORTH 00° 17' 32" WEST ALONG SAID EAST LINE AND ALONG SAID CENTERLINE, A DISTANCE OF 440.71 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE NORTH 89° 58' 42" EAST ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 373.52 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF PARCEL 4270-1 OF SAID RECORD OF SURVEY;

THENCE SOUTH 51° 49' 22" EAST ALONG SAID PARCEL 4270-1, A DISTANCE OF 2566.04 FEET;

THENCE SOUTH 38° 08' 42" WEST, A DISTANCE OF 339.49 FEET;

THENCE SOUTH 41° 33' 24" WEST, A DISTANCE OF 130.70 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT NORTHERLY 30.00 FEET, MEASURED AT A RIGHT ANGLE, FROM SAID ELLIS AVENUE;

THENCE NORTH 89° 58' 12" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 762.51 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE SOUTH 00° 10' 46" EAST ALONG SAID WEST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 33, SAID POINT ALSO BEING ON THE CENTERLINE OF SAID ELLIS AVENUE (60.00 FEET IN WIDTH);

THENCE NORTH 89° 58' 12" WEST ALONG SAID SOUTH LINE AND ALONG SAID CENTERLINE, A DISTANCE OF 660.90 FEET TO THE SOUTHEAST CORNER OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE NORTH 00° 14' 09" WEST ALONG THE EAST LINE OF SAID EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 44.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT NORTHERLY 44.00 FEET, MEASURED AT A RIGHT ANGLE, FROM SAID CENTERLINE OF ELLIS AVENUE;

THENCE NORTH 89° 58' 12" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 330.47 FEET TO A POINT ON THE WEST LINE OF SAID EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE SOUTH 00° 15' 51" EAST ALONG SAID WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 44.00 FEET TO A POINT ON SAID CENTER LINE OF ELLIS AVENUE;

THENCE NORTH 89° 58' 12" WEST ALONG SAID CENTERLINE, A DISTANCE OF 330.45 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 33;

THENCE SOUTH 89° 49' 34" WEST ALONG THE SOUTH LINE OF SAID SECTION 32 AND ALONG SAID CENTERLINE OF ELLIS AVENUE, A DISTANCE OF 1938.92 FEET TO THE TRUE POINT OF BEGINNING.

APN: 310-170-006-8 (Affects Parcel 1)
310-170-007-9 (Affects Parcel 2)
310-170-008-0 (Affects Portion of Parcel 3)
310-220-050-1 (Affects Portion of Parcel 3)

Additional real property in the City of Perris, County of Riverside, State of California, described as follows:

THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF. EXCEPT THEREFROM THAT PORTION LYING SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF A STRIP OF LAND 100 FEET IN WIDTH, AS DESCRIBED IN THE DEED TO THE CALIFORNIA CENTRAL RAILWAY COMPANY, RECORDED OCTOBER 5, 1887 IN [BOOK 99 PAGE 329](#), OF DEEDS, SAN DIEGO COUNTY RECORDS.

APN: 330-090-027 (Affects Portion of Land) and APN 330-090-028 (Affects Portion of Land)