

ESTOPPEL CERTIFICATE AND AGREEMENT

July __, 2024

To: Bank OZK
8300 Douglas Avenue, Suite 900
Dallas, Texas 75225
Attention: Clifton Hall

SM Tactical Finance III LLC
c/o Affinius Capital Management LLC
277 Park Avenue, 39th Floor
New York, New York 10172
Attention: Beth Newman and Brad Cohen

Re: (i) Development Agreement-Ramona Gateway Commerce Center-Perris Land CO, LLC, dated as of March 14, 2023 and recorded August 15, 2023 in the Official Records of Riverside County, California (the “**Official Records**”) as Instrument No. 2023-0241731, by and between City of Perris, a California general law city and municipal corporation (“**City**”) and Perris Landco LLC, a Delaware limited liability company (“**Perris Landco**”), as assigned by that certain Assignment and Assumption Agreement [Ramona Gateway Commerce Center], dated as of [_____, 2024] and recorded [_____, 2024] in the Official Records as Instrument No. [_____] (collectively, the “**Development Agreement**”), made by Perris Landco to Perris Owner LLC and Perris Retail Owner LLC, each a Delaware limited liability company (collectively, “**Mortgage Borrower**”), and (ii) Agreement for Completion of Public Improvements Parcel/Tract Map No. 38292, dated March 26, 2024 and recorded April 3, 2024 in the Official Records as Instrument No. 2024-0096916, by and among the City, The Richard M. Chen Living Trust Dated March 30, 2020, James Crawford, as Successor Trustee of The Glenn L. Rowley 2002 Trust Dated April 22, 2002, WF Ferón, LLC, a California limited liability company, and Perris Landco, as assigned by that certain Assignment and Assumption Agreement [Completion of Public Improvements Parcel/Tract Map No. 382921] dated as of [_____, 2024] and recorded [_____, 2024] in the Official Records as Instrument No. [_____] (collectively, the “**Improvement Agreement**”), made by Perris Landco to Mortgage Borrower.

To Whom it May Concern:

The undersigned understands and acknowledges that Mortgage Borrower is in the process of obtaining a mortgage loan (the “**Mortgage Loan**”) made by Bank OZK (together with its successors and/or assigns, “**Mortgage Lender**”), and Perris Mezz Borrower LLC, a Delaware limited liability company (“**Mezzanine Borrower**”, together with Mortgage Borrower, collectively, “**Borrowers**”) is in the process of obtaining a mezzanine loan (the “**Mezzanine Loan**”, together with the Mortgage Loan, collectively, the “**Loans**”) made by SM Tactical Finance III LLC, a Delaware limited liability company (together with its successors and/or assigns,

“*Mezzanine Lender*”, and together with the Mortgage Lender, each a “*Lender*” and collectively, the “*Lenders*”). The Mortgage Loan will be evidenced by a note and secured by, among other things, that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing to be recorded in the Official Records in connection with the closing of the Mortgage Loan (as the same may be from time to time renewed, extended, amended, supplemented, or restated from time to time, the “*Mortgage*”) upon certain real property more particularly described on Exhibit A attached hereto (the “*Property*”). The Mezzanine Loan will be secured by a pledge (as the same may be from time to time renewed, extended, amended, supplemented, or restated from time to time, the “*Pledge*”) from Mezzanine Borrower of 100% of the limited liability company interests in Mortgage Borrower (the “*Interests*”). Capitalized terms used herein, but not otherwise defined herein, have the meaning given such term in the Development Agreement or Improvement Agreement, as applicable. The undersigned hereby certifies to Mortgage Lender, Mezzanine Lender and Borrowers as of the date hereof as follows, with full knowledge that Mortgage Lender, Mezzanine Lender and Borrowers are relying upon the truth, accuracy and completeness of such statements and that the information contained in this Estoppel Certificate and Agreement (this “*Estoppel*”) shall be for the benefit of Mortgage Lender, Mezzanine Lender, Borrowers, and their nominees, designees, successors, assigns and participant lenders:

1. A complete and true copy of the Development Agreement and all amendments thereto are attached hereto as Exhibit B-1. The Development Agreement is in full force and effect and is binding upon the parties and, except as reflected in Exhibit B-1, there have been no amendments, modifications, supplements or revisions thereof. A complete and true copy of that certain Letter from the City issued on August 24, 2023, related to Section 3.3 of the Development Agreement (the “*Certificate of Occupancy Letter*”) is attached hereto as Exhibit B-2. The Certificate of Occupancy Letter is in full force and effect and is binding upon the parties, and except as reflected in Exhibit B-2, there have been no amendments, modifications, supplements or revisions thereof. The undersigned further acknowledges and agrees that the Certificate of Occupancy Letter shall inure to the benefit of Lenders. A complete and true copy of the Improvement Agreement and all amendments thereto are attached hereto as Exhibit B-3. The Improvement Agreement is in full force and effect and is binding upon the parties and, except as reflected in Exhibit B-3, there have been no amendments, modifications, supplements or revisions thereof.
2. There are no outstanding payments or any other assessments, additional charges, or other fees that are due but unpaid under the Development Agreement or Improvement Agreement with respect to the Property, except as set forth on Schedule 1 attached hereto.
3. To the best of City’s knowledge, Mortgage Borrower is not in default beyond any applicable notice and cure periods of any payment obligations required under the Development Agreement or the Improvement Agreement.
4. There are no liens against the Property currently being asserted under the Development Agreement or the Improvement Agreement.

5. As of the date of this Estoppel, completion of all installation and construction obligations under the Development Agreement or the Improvement Agreement are outstanding.
6. The Public Improvements (together with grading required by the Improvement Agreement) are required to be completed by March 26, 2026.
7. Mortgage Borrower is required to provide all utility services to the Property pursuant to Section III-6.0 of the Improvement Agreement, none of which have been completed as of the date of this Estoppel.
8. Mortgage Borrower has delivered to the City: (a) a performance bond in an amount equal to \$4,383,884.95, pursuant to Section III-13.1 of the Improvement Agreement, (b) a labor and materials bond in an amount equal to \$4,383,884.95, pursuant to Section III-13.2 of the Improvement Agreement, and (c) cash in an amount equal to \$25,000, pursuant to Section III-14.0 of the Improvement Agreement (each of the foregoing in (a), (b) and (c), collectively, the "***Improvement Agreement Security***"), and none of the foregoing security has been released to Mortgage Borrower as of the date hereof. In the event that Mortgage Borrower is entitled to a return of all or any portion of the Improvement Agreement Security pursuant to the terms of the Improvement Agreement, then the undersigned hereby agrees to deliver such bonds and/or cash security directly to Mortgage Lender.
9. To the best of City's knowledge, neither Mortgage Borrower, nor any other party to the Development Agreement or the Improvement Agreement is in violation, default or breach under the Development Agreement or the Improvement Agreement beyond any applicable notice and cure periods. To the best of City's knowledge, no state of facts exists which with the passage of time or the giving of notice, or both, could constitute a violation, default or breach by Mortgage Borrower or any other party to the Development Agreement or the Improvement Agreement under the Development Agreement or the Improvement Agreement, as applicable.
10. The undersigned has not performed any work related to the Property that may be charged to Mortgage Borrower.
11. To the best of City's knowledge, there are no pending or threatened actions, suits, claims or adverse proceedings of any kind with respect to the Development Agreement or the Improvement Agreement or the enforcement thereof.
12. The undersigned hereby acknowledges receipt of notice that Mortgage Lender will be the holder of the Mortgage and that Mezzanine Lender will be the holder of the Pledge and each of Mortgage Lender and Mezzanine Lender shall be designated a "Mortgagee" under the Development Agreement and afforded all rights of a Mortgagee set forth therein, including, without limitation, the right to cure defaults by Mortgage Borrower under the Development Agreement. The undersigned hereby acknowledges that this Estoppel constitutes Mortgagee's written request

pursuant to Section 10.1(a)(ii) of the Development Agreement that the City deliver to each Lender copies of any Notice of default given to Mortgage Borrower concurrently with the Notice to Mortgage Borrower. Each of Mortgage Lender and Mezzanine Lender will have the right, but not the obligation, to cure any default within any remaining cure period allowed Mortgage Borrower under the Development Agreement.

13. Notwithstanding anything to the contrary contained in the Improvement Agreement, each of Mortgage Lender and Mezzanine Lender will have the right, but not the obligation, to cure any default within any remaining cure period allowed Mortgage Borrower under the Improvement Agreement. The undersigned hereby agrees that it shall deliver to each Lender copies of any notice of default given to Mortgage Borrower under the Improvement Agreement concurrently with the Notice to Mortgage Borrower.
14. The undersigned hereby acknowledges the Mortgage to be given by the Mortgage Borrower for the benefit of Mortgage Lender encumbering the Property and the Pledge to be given by the Mezzanine Borrower for the benefit of Mezzanine Lender encumbering the Interests, and the exercise and enforcement of any and all rights and remedies of Mortgage Lender and Mezzanine Lender thereunder, as applicable. Further, the undersigned hereby agrees that notwithstanding anything to the contrary in the Development Agreement, the Improvement Agreement or any other agreements entered into in connection therewith, no consent or other approval shall be required from the undersigned under any such agreement in connection with a Transfer pursuant to foreclosure of the Mortgage (including a Transfer pursuant to a deed-in-lieu of foreclosure), UCC foreclosure with respect to the Pledge or assignment-in-lieu thereof or any subsequent transfer following a foreclosure of the Mortgage (including a Transfer pursuant to a deed-in-lieu of foreclosure), UCC foreclosure of the Pledge or assignment-in-lieu thereof.
15. Mortgage Borrower's breach of the Development Agreement and/or the Improvement Agreement will not defeat, render invalid, diminish or impair the lien of any mortgage made in good faith and for value.
16. Notwithstanding anything to the contrary contained in the Development Agreement and the Improvement Agreement, the undersigned hereby agrees and acknowledges that the land comprising APN 317-130-016 and 317-130-020 does not constitute part of the "Property" as defined in the Development Agreement and the Improvement Agreement.
17. Notwithstanding anything to the contrary contained in the Development Agreement and the Improvement Agreement, the undersigned hereby agrees and acknowledges that proposed leases and/or renewals, amendments and modifications of existing leases shall not be subject to the prior approval of the City.
18. Mortgage Borrower has not acquired any Offsite Property at the direction of the City and shall not be required to acquire any Offsite Property during the term of the

Development Agreement and the Improvement Agreement. The undersigned has not acquired any Offsite Property.

19. As of the date hereof, the City Manager has not requested an Annual Monitoring Report from Mortgage Borrower and has not conducted a special or periodic review under Section 6 of the Development Agreement.
20. By giving this Estoppel, the undersigned agrees to provide Lenders with copies of any notice sent to any other party under the Development Agreement and/or the Improvement Agreement to Lenders at their address set forth above, with copies to:

Bank OZK
6th and Commercial
P.O. Box 196
Ozark, Arkansas 72949
Attention: Regina Barker
Email: regina.barker@ozk.com

Bank OZK
8300 Douglas Avenue
Suite 900
Dallas, Texas 75225
Attention: Clifton Hill

SM Tactical Finance III LLC
c/o Affinius Capital Management LLC
277 Park Avenue, 39th Floor
New York, New York 10172
Attention: Jeffrey Geisler
Email: jeff.geisler@affiniuscapital.com

SitusAMC
5065 Westheimer Road, Suite 700E
Houston, Texas 77056
Attn: CRE Servicing & Asset Management
Email: SAMNotice@situsamc.com and CustomerService@situsamc.com

Arnold & Porter Kaye Scholer LLP
250 West 55th Street
New York, New York 10019-9710
Attention: Stephen Gliatta, Esq.
Facsimile No. (212) 836-8689

21. This Estoppel shall inure to the benefit of Lenders, Borrowers, and their respective successors and assigns (including, without limitation, a purchaser at or after foreclosure of the Mortgage with respect to the Mortgage Loan and a purchaser at

or after foreclosure of the Pledge with respect to the Mezzanine Loan), and shall be binding upon the undersigned and the undersigned's successors and permitted assigns.

22. The current address to which notices to undersigned are required to be mailed under the Development Agreement and the Improvement Agreement is:

City of Perris
101 North D Street
Perris, CA 92570
Attn: City Manager

With a copy to:

Aleshire & Wynder, LLP
3880 Lemon Street, Suite 520
Riverside, CA 92501
Attn: Robert Khuu

23. The representatives of the undersigned are duly authorized and fully qualified to execute this Estoppel and the same is binding upon the undersigned.
24. The undersigned acknowledges and agrees that Lenders, Borrowers, and their respective successors and/or assigns, shall be entitled to rely on the undersigned's certifications, representations and warranties set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Estoppel to be executed and delivered as of the date first written above.

CITY OF PERRIS,
a California general law city and municipal
corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Nancy Salazar, City Clerk

Schedule 1

List of Outstanding Fees and Payments

Purpose of Fees	Amount
Val Verde Unified School District mitigation fees	\$663,175
Eastern Municipal Water District fees	\$393,108
Ramona Expressway Interchange Contribution	\$500,000 (inclusive of the Infrastructure Fee listed on the next page)

[Continued on next page]



City of Perris
 135 N. D Street
 Perris, CA92570
 PERRIS

Invoice No.: **33911**
 Invoice Date: **11/21/2023**

INVOICE

RECORD INFORMATION

Record ID: PMT23-00810
 Record Type: Industrial New
 Property Address: 3690 Webster AVE, Perris, CA 92571
 Description of Work: CONSTRUCT A NEW 850,229 NEW INDUSTRIAL WAREHOUSE WITH A MEZZANINE
 Applicant: Jacob Huber
 RGA Architects
 15231 Alton Parkway, Suite 100
 Irvine, CA 92618

FEE DETAIL

Fee Description	Quantity	Account Code	Fee Amount
Building Permit Fee	1	4141	\$302,207.75
K-Rat Fee	42	2172	\$21,105.00
MSHCP Fee - Commercial and Industrial	42	2187	\$804,775.86
Perris Valley Master Drainage	42	2186	\$374,613.75
SMIP - Commercial New	1	2202	\$23,044.00
Industrial - RBBD	850,229	4820	\$6,444,735.82
Permit Issuance	1	4141	\$23.50
Data Processing	1	4146	\$8.45
To 200 Amps	5	4143	\$152.50
Exhaust Hood	26	4142	\$276.90
Backflow Protection to 2"	2	4144	\$24.60
SB1473	1	2174	\$3,291.00
Bldg/Trailer Sewer	1	4144	\$24.65
Drainage/Vent Pipe	1	4144	\$9.80
Industrial - Park Facilities	850,229	4819	\$969,261.06
Over 100 Amps	1	4143	\$124.30
Water Heater/Vent	1	4144	\$12.30
Water Piping	1	4144	\$9.80
Receptacle/Switch/Outlets	4	4143	\$4.40
Light Fixtures	157	4143	\$172.70
Misc Apparatus/Conduit/Conductor	1	4143	\$18.20
INFRASTRUCTURE FEE	100,000	157-2602	\$100,000.00
Industrial - Public Art Fee	1	4822	\$822,596.56

\$9,866,492.90

Exhibit A

Property

The Land referred to herein below is situated in the City of Perris, County of Riverside, State of California, and is described as follows:

PARCELS 1 THROUGH 8 OF PARCEL MAP NO. 38292, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 258, PAGES 13 THROUGH 17, INCLUSIVE, OF PARCEL MAPS, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Exhibit B-1

Development Agreement

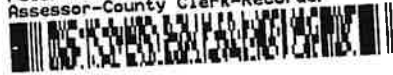
(see attached)

2023-0241731

08/18/2022 04:10 PM Fee: \$ 0.00

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Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



411

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:
City of Perris

AND WHEN RECORDED MAIL TO:
City of Perris
Attn: Judy L. Haughney, Asst. City Clerk
101 N. D Street
Perris, CA 92570
*Exempt from recording Fee, per
Government Code Section 6103

					R	A	Exam:		
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
SIZE	NCOR	SMF	NCHG	T:					

Space above this line for recorder's use only

Development Agreement-Ramona Gateway Commerce Center-Perris Land CO, LLC
Title of Document

TRA: _____
DTT: 0 _____

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Perris
101 N. D Street
Perris, CA 92570

Attention: City Clerk

APNs:

(Space Above For Recorder's Use)

Exempt from Recording Fees pursuant to Government Code Section 27383

**DEVELOPMENT AGREEMENT
(Ramona Gateway Commerce Center)**

between

**CITY OF PERRIS,
a California general law city and municipal corporation**

and

**PERRIS LAND CO, LLC,
a Delaware limited liability company**

Reference dated as of March 14, 2023

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DEVELOPMENT AGREEMENT

(Ramona Gateway Commerce Center)

This Development Agreement (Ramona Gateway Commerce Center) ("Agreement") is entered into between the CITY OF PERRIS, a California general law city and municipal corporation ("City"); and PERRIS LAND CO, LLC, a Delaware limited liability company ("Developer"). This Agreement is dated as of March 14, 2023 for reference only. This Agreement will not become effective until the "Effective Date" (defined below). City and Developer are entering into this Agreement in reliance on the facts set forth in the Recitals, below.

RECITALS

A. City is authorized under Government Code Section 65864, *et seq.* ("Development Agreement Law") to enter into binding development agreements with persons having legal or equitable interests in real property for the development of that property.

B. Developer owns or has an equitable interest in real property consisting of the approximately fifty (50) gross acres of land ("Property") described on the attached Exhibit A and depicted on the attached Exhibit B ("Site Plan").

C. Developer applied to City for approval and enactment of this Agreement as the primary governing instrument for the development and use of the Property. The City Planning Commission ("Planning Commission") and the City Council ("City Council") have conducted public hearings and have found that this Agreement is consistent with City's General Plan ("General Plan"), including the General Plan Land Use Element.

D. On April 11, 2023, the City Council adopted Ordinance No. 1425 ("Enacting Ordinance"), which approved this Agreement.

E. By adopting the Enacting Ordinance, the City Council elected to exercise its governmental powers with regard to the Development of the Property at the present time rather than later. This Agreement binds City and future City Councils and limits the City Council's future exercise of its police powers. This Agreement has been found by the City Council to be fair, just and reasonable and in the best interests of City's citizens and the health, safety and welfare of the public.

F. City has complied with all California Environmental Quality Act (California Public Resources Code Section 21000, *et seq.*) ("CEQA") requirements with respect to the approval of this Agreement and of the Project, through the City Council's approval and certification of the "Ramona Gateway Project Environmental Impact Report (SCH 2022040023)" ("EIR").

G. Developer proposes to subdivide and develop the Property with a maximum of eight (8) retail buildings totaling approximately 37,215 square feet on 6.95 net acres ("Retail Project") and one (1) industrial/warehouse building totaling approximately 950,224 square feet on 42.4 gross acres ("Industrial Project") and has obtained City's approval of the following Development Approvals: Conditional Use Permit (PLN21-05216); Development Plan Review

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(DPR21-00013); Specific Plan Amendment (PLN21-05218); and Tentative Parcel Map (PLN21-05219 and PLN21-05220).

H. All of City’s prior actions and approvals with regard to this Agreement complied with all applicable legal requirements related to notice, public hearings, findings, votes, and other procedural matters.

I. The development of the Property in accordance with this Agreement will provide substantial benefits to City. This Agreement eliminates uncertainty in planning and provides for the orderly development of the Property, ensures the progressive installation of necessary public improvements to serve the Project, and serves the purposes of the Development Agreement Law.

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following initially capitalized terms used in this Agreement have the following meanings:

“Agreement” means this Development Agreement and all attachments and exhibits thereto.

“Annual Monitoring Report” has the meaning ascribed to the term in Section 6.1.

“CEQA” has the meaning ascribed to the term in Recital F.

“Certificate of Agreement Compliance” or “Certificate” has the meaning ascribed to the term in Section 6.6.

“Certificate of Occupancy” means a document issued by City’s Building Department, certifying a building’s compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupancy.

“City” means the City of Perris, a California general law city and municipal corporation, its successors and assigns, and its related or subordinate boards, commissions, and entities.

“City Council” means the City Council of the City of Perris.

“Construct and Dedicate” means the obligation to acquire all necessary real property interests required for, to construct in accordance with City-approved plans and specifications, and to thereafter dedicate to City in accordance with City’s standards, practices and requirements for the dedication of public improvements, the applicable public improvement to which the term “Construct and Dedicate” is made applicable by this Agreement, all at no cost or expense to City. Developer’s obligation to Construct and Dedicate will be fulfilled only upon City’s inspection and acceptance of the dedicated improvement into City’s system of public improvements.

“Developer” means Perris Land Co, LLC, a limited liability company, its successors and assigns.

“Development” means the subdivision and improvement of the Property for the purposes of constructing or reconstructing the public and private structures, improvements and facilities

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comprising the Project, including, but not limited to: grading; the construction or reconstruction of infrastructure and public and private facilities related to the Project, whether located within or outside the Property; the construction or reconstruction of buildings and structures; and, the installation of landscaping. “Development” does not include the maintenance of any building, structure, improvement or facility after its construction and completion.

“Development Agreement Law” has the meaning ascribed to the term in Recital A.

“Development Approvals” mean all site-specific (meaning specifically applicable to the Property only and not generally applicable to some or all other properties within the City) plans, maps, approvals, permits and other entitlements applicable to the Development of the Property, including, but not limited to: specific plans and specific plan amendments; tentative and final subdivision and parcel maps; conditional use permits, public use permits and site plans; zoning; variances; and, grading and building permits. The term Development Approvals does not include (i) rules, regulations, policies, and other enactments of general application within the City authorized to be applicable to the Property pursuant to this Agreement, or (ii) any matter where City has reserved authority under this Agreement.

“Development Exactions” mean any monetary or non-monetary exaction or mitigation measure, including a Development Impact Fee, imposed by City in connection with a Development Approval or in connection with the granting of any other right, privilege or approval pertaining to the Project, including requirements for land dedication or for public construction either within or outside the Property.

“Development Impact Fee” means a monetary payment authorized by Government Code Section 66001, *et seq.*, whether imposed legislatively on a broad class of development projects or on an ad hoc basis to a specific development project.

“Development Plan” means the proposed plan for Development of all or a portion of the Property pursuant to the Existing Development Approvals and Subsequent Development Approvals, in accord with the Existing Land Use Regulations and applicable Subsequent Land Use Regulations, subject to the Reservations of Authority.

“Effective Date” means the date which is thirty (30) days following the second reading and adoption of the Enacting Ordinance.

“EIR” has the meaning ascribed to the term in Recital F.

“Enacting Ordinance” has the meaning ascribed to the term in Recital D.

“Existing Development Approvals” mean all Development Approvals approved or issued by City prior to or the same day as the second reading and adoption of the Enacting Ordinance, including the Development Approvals described in Recital G. “Existing Development Approvals” do not include the EIR.

“Existing Land Use Regulations” mean all Land Use Regulations in effect as of the second reading and adoption of the Enacting Ordinance.

“General Plan” has the meaning ascribed to the term in Recital C.

“Land Use Regulations” mean all ordinances, resolutions, codes, rules, regulations and official written policies of the City and/or any subsidiary district of the City and/or any joint powers authority or council of governments of which the City is a member which affect, govern, or apply to land development and use of the Property, including those governing: the permitted use of land; the density or intensity of use; subdivision requirements; the maximum height and size of proposed buildings; development impact fees; design, improvement and construction standards applicable to the Development of the Property; and the reservation or dedication of land for public purposes, all as may be modified or supplemented pursuant to this Agreement. “Land Use Regulations” do not include any ordinance, resolution, code, rule, regulation or official policy governing: the conduct of businesses, professions, and occupations; taxes and assessments; the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property; or the exercise of the power of eminent domain.

“Lot” means any legally subdivided lot of the Property which is intended for commercial or industrial uses.

“Minor Amendment” has the meaning ascribed to the term in Section 3.4.A.

“Mitigation Monitoring and Reporting Program” or “MMRP” means the mitigation monitoring and reporting program for assessing and ensuring compliance with required mitigation measures, which was approved by City Resolution No. 6152, on March 14, 2023 in conjunction with the City Council’s certification of the EIR.

“Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust, or any other security-device lender, and their successors and assigns.

“Notice” has the meaning ascribed to the term in Section 2.7.a.

“Parties” mean City and Developer, collectively.

“Party” means either City or Developer, individually.

“Permitted Delay” means delays in a Party’s performance due to: changes in local, state or federal laws or regulations (other than changes expressly permitted by this Development Agreement); strikes or the inability to obtain materials; delays caused by governmental agencies in issuing permits and approvals; third party litigation, a development moratorium (including, but not limited to, a water or sewer moratorium) or the actions of other public agencies to prohibit Development of the Property; civil commotion, fire, acts of God, war, lockouts, riots, floods, earthquakes, epidemic, quarantine, freight embargoes, and/or failure of contractors to perform; any third-party court action to set aside or modify the Existing Development Approvals; or, other circumstances beyond a Party’s reasonable control and which substantially interfere with either Party’s ability to perform its obligations under this Agreement. “Permitted Delays” do not include delays attributable to Developer’s inability to obtain funds or financing or due to changes in market conditions or demands, whether or not foreseeable as of the Effective Date.

The period of a “Permitted Delay” will commence to run on the date the Permitted Delay begins. The period of the Permitted Delay will end when the circumstances giving rise to the Permitted Delay are eliminated or mitigated. The Party alleging the Permitted Delay will exercise commercially reasonable efforts to eliminate or mitigate the circumstances giving rise to the Permitted Delay.

“Person” means and refers to any association, corporation, governmental entity or agency, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization, or other entity of any kind, including City and Developer.

“Planning Commission” means the Planning Commission of the City of Perris.

“Project” means the Development of the Property in accord with the Development Plan, as the Development Plan may be further defined, enhanced or modified in accordance with this Agreement. The “Project” includes the “Retail Project” and the “Industrial Project” described in Recital G.

“Property” means the real property described on Exhibit A and depicted on Exhibit B.

“Reservations of Authority” mean the rights reserved to City under Section 3.5.

“Site Plan” has the meaning ascribed to the term in Recital B.

“Subsequent Development Approvals” mean all Development Approvals approved by City subsequent to the Effective Date.

“Subsequent Land Use Regulations” mean all Land Use Regulations adopted and effective after the Effective Date.

“Term” has the meaning ascribed to the term in Section 2.2. and includes any extension authorized by Section 2.3.

“Transfer” has the meaning ascribed to the term in Section 2.5.

“Transferee” has the meaning ascribed to the term in Section 2.5.

“Transferor” has the meaning ascribed to the term in Section 2.5.

Other initially capitalized terms used in this Agreement but not otherwise set forth in Paragraph A, above, will have the meaning given to those terms where they first appear in this Agreement.

1.2 Exhibits. The following documents are attached to a part of this Agreement:

- Exhibit A Legal Description of Property
- Exhibit B Site Plan
- Exhibit C Depiction of Retail Backbone and Frontage Improvements

Exhibit D Planning, Public Works, and Engineering Conditions of Approval

Exhibit E Welcome Sign Design Concept

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is made subject to this Agreement and the Development of the Property may be carried out in accordance with this Agreement. The benefits and burdens of this Agreement touch and concern the Property and bind Developer and all future owners of all or any portion of the Property.

2.2 Term. The term (“Term”) of this Agreement will commence on the Effective Date and will expire on the tenth (10th) anniversary of the Effective Date, unless terminated sooner by operation of some other provision of this Agreement or extended in accord with Section 9.2.

2.3 Extension of Term.

Upon Developer’s request made by Notice given no earlier than six (6) months, but no later than two (2) months, prior to expiration of the original Term, the Term of this Agreement shall be extended for one (1) additional five (5) year period beyond the original Term, so long as:

a. Developer is not, as of the giving of the Notice, in material uncured breach of this Agreement and is not in the process of curing said breach, as determined by City following a special review pursuant to Article 6, so long as City undertakes the special review on its own initiative and completes the special review no later than six (6) months prior to expiration of the original Term; and,

i. Construction of one or more of the parcels in the Retail Project has been completed and the retail business(es) is/are in operation and open to the public. .

2.4 Upon extension of the Term in accord with Section 2.3, City will execute, in recordable form, any instrument which Developer may reasonably require to evidence the extension.

2.5 Assignment and Transfer. Developer may sell, lease, license, hypothecate, transfer, or assign (any or all of the foregoing, individually and collectively, “Transfer”) the Property in whole or in part (provided that no partial Transfer may violate the Subdivision Map Act, Government Code Section 66410, *et seq.*) to any Person at any time; provided that any Transfer shall be subject to City’s reasonable review and approval, which approval shall not be unreasonably withheld. City’s approval or disapproval must be by Notice and must be given within thirty (30) days after the Transferor submits Notice to City describing the proposed Transfer and the Transferee. If City fails to provide Notice within the thirty (30) day period, then City’s approval will be deemed to be irrevocably given and the Transferor and the Transferee may rely on City’s deemed approval. As used in this Agreement, the term “Transferor” means the Person (including Developer) making the Transfer and the term “Transferee” means the Transfer recipient. No Transfer of any right or interest in this Agreement may be made unless made together with the Transfer of all or a part of the Property. City will execute (in recordable form, if necessary) and deliver those releases, consents, and other instruments as may be requested by a

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Transferor, a Transferee, or any Mortgagee to evidence the assignments and releases described in this Section 2.5.

2.6 Voluntary Amendment or Cancellation of Agreement. This Agreement may be voluntarily amended or cancelled in whole or in part only with the written consent of City and all Persons holding fee title to that portion of the Property to which the amendment or cancellation will apply. The amendment or cancellation process must comply with Government Code Section 65868. This Section 2.6 does not limit the operation of Government Code Section 65869.5.

2.7 Termination. This Agreement will automatically terminate upon the occurrence of any of the following events:

- i. The expiration of the Term.
- ii. The entry of a final judgment setting aside, voiding or annulling the City Council’s adoption of the Enacting Ordinance.
- iii. The adoption of a referendum measure overriding or repealing the Enacting Ordinance.
- iv. The completion of the Project, as evidenced by the issuance of all required Certificates of Occupancy and the acceptance of all required public dedications.
- v. Upon a Party’s election to terminate this Agreement under Section 8.4 and Section 8.5. If the terminating Party under Section 8.5 does not own the entirety of the Property, then the termination will apply only to that portion of the Property owned by the terminating Party.

2.8 Representations and Warranties.

a. City represents and warrants to Developer, as follows:

- i. City is a public body, corporate and politic. City is authorized to enter into this Agreement pursuant to Government Code Section 65864, *et seq.*, and the execution and delivery of this Agreement by City has been fully authorized by all requisite actions on the part of City.
- ii. City’s execution and delivery of this Agreement and City’s performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which City is a party or by which it is bound.
- iii. City has not received any notice of, or knows of any basis for, any actual or pending litigation or proceeding by any Person against City with respect to the Property or this Agreement.

b. Developer represents and warrants to City, as follows:

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i. Developer is a duly organized limited liability company established within and in good standing under the laws of the State of Delaware and is authorized to do business in the State of California. The execution and delivery of this Agreement by Developer has been fully authorized by all requisite actions on the part of Developer.

ii. Developer is either the owner of fee simple title to the Property or has an equitable interest in the Property, including an option to purchase the Property.

iii. Developer's execution and delivery of this Agreement and Developer's performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer is a party or by which it is bound.

iv. Developer is not the subject of bankruptcy or receivership proceedings and is not insolvent.

v. Developer has not received any notice of, or knows of any basis for, any actual or pending litigation or proceeding by any Person against Developer with respect to the Property or this Agreement.

2.9 Notices.

a. As used in this Agreement, the term "Notice" means any request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other required or permitted communication.

b. All Notices must be in writing and will be considered given:

i. When delivered in person to the recipient named below.

ii. On the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope, postage prepaid, as either registered or certified mail, return receipt requested.

iii. On the date of delivery shown in the records of a reputable delivery service (e.g. UPS or Federal Express).

c. All Notices must be addressed as follows:

If to City:

City of Perris
101 North D Street
Perris, CA 92570
Attn: City Manager

If to Developer:

Perris Land Co, LLC
201 Spear Street, #1100
San Francisco, CA 94105
Attn: Daniel Sachs

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with a copy to:

Aleshire & Wynder, LLP
3880 Lemon Street, Suite 520
Riverside, CA 92501
Attn: Robert Khuu

with a copy to:

Rutan & Tucker, LLP
18575 Jamboree Road, Suite 900
Irvine, CA 92612
Attn: John A. Ramirez

with a copy to:

BFLP RE HOLDINGS LLC
c/o Wildcat Capital Management,
LLC
888 Seventh Avenue, 37th Floor
New York, NY 10106
Attn: George Stone & Brian
Rosenblatt
Email: Gstone@wildcatcap.com
Email: BRosenblatt@wildcatcap.com

d. Either Party may, by Notice given at any time, require subsequent Notices to be given to another Person or to a different address, or both. Notices given before receipt of Notice of change of address will not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Vested Right to Develop. Subject to the terms of this Agreement, Developer has the legally vested right to develop the Property in accordance with, and to extent of, the Development Plan, the Development Approvals, applicable Subsequent Development Approvals, applicable Subsequent Land Use Regulations, and this Agreement.

3.2 Effect of Agreement on Land Use Regulations; Development Exactions; Development Plan; Submittal of Subsequent Development Approvals.

a. Except as otherwise provided under the terms of this Agreement, including the Reservations of Authority, the rules, regulations, and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to the Development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, City will exercise its discretion in accordance with the Development Plan and this Agreement, including, but not limited to, the Reservations of Authority.

b. The Development Plan for the Project may require the processing of Subsequent Development Approvals. The City will accept for processing, review and action all applications for Subsequent Development Approvals, and such applications will be processed in the normal manner for processing such matters in accordance with the Existing Land Use Regulations. The Parties acknowledge that City is not obligated in any manner to approve any Subsequent Development Approval, or to approve any Subsequent Development Approval with or without any particular condition, except that City's actions concerning Subsequent

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Development Approvals must be consistent with the Development Plan and Existing Land Use Regulations, subject to the Reservations of Authority. Notwithstanding the foregoing, City agrees that, if an application for any Subsequent Development Approval is in substantial conformance with the Existing Development Approvals and this Agreement, the approval of such application shall not be unreasonably withheld. Unless otherwise requested by Developer, City may not amend or rescind any Subsequent Development Approvals applicable to the Property after those Approvals have been granted by the City. Processing of Subsequent Development Approvals or changes in the Development Approvals or Development Plan made pursuant to Developer's application will not require an amendment to this Agreement; however, upon their approval by the City, all Subsequent Development Approvals or changes in the Development Approvals or Development Plan will be subject to and covered by this Agreement.

3.3 Timing of Development; Public Improvements Phasing.

a. Nothing in this Agreement is a covenant to develop or construct the Project. The Parties acknowledge that Developer cannot predict if, when, or the rate at which phases of the Project will be developed. The California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that the failure of the litigants in that case to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over the litigants' agreement. The Parties intend to cure that deficiency by providing that Developer has the right to develop the Project, or not develop the project, in the order, at the rate, and at the times that Developer, in its sole and absolute discretion, determines to be appropriate, subject only to any Development Plan timing or phasing requirements.

b. Required public improvements may be tied to certain phases of the Project. The schedule for provision of these improvements, as they relate to a particular phase, will be governed by the Existing Development Approvals, Subsequent Development Approvals, the EIR, the MMRP, and this Agreement.

c. Notwithstanding the foregoing, prior to receiving a Temporary or Final Certificate of Occupancy for the Industrial Project, in addition to the Project Offsite Public Improvements described in Section 4.3 below, Developer shall complete the following improvements (the "Backbone Retail Improvements"): (i) grading of the Retail Project site; (ii) construction of the utilities up to the Retail Project site; (iii) construction of the Ramona Expressway entrance (Driveway 5) into the Retail Project; (iv) construction of the traffic signal located at the Ramona Expressway entrance to the Retail Project; (v) construction of the frontage improvements for the Retail Project as described in Exhibit C; and (vi) construction of the Retail Project's east/west drive aisle. In addition, Developer shall have completed construction of at least one of the parcels in the Retail Project, with all City inspections completed and signed off, and the retail business is in operation and open to the public. Notwithstanding anything to the contrary contained herein, Developer shall not be considered to be in default of this Agreement if, as a result of a Permitted Delay, Developer is unable to meet the timing requirements in this Section 3.3(c) and Developer is diligently pursuing the construction of the Backbone Retail Improvements and Project Offsite Public Improvements.

d. Temporary Certificate of Occupancy. Notwithstanding the timing of the improvements described in Section 3.3(c) above, City may, at City's sole discretion, issue a

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temporary Certificate of Occupancy for the Industrial Project if: (i) adequate access to the Industrial Project site has been provided; and (ii) Developer is progressing with the construction of the Backbone Retail Improvements and Retail Project .

3.4 Changes and Amendments to Existing or Subsequent Development Approvals.

a. The Parties acknowledge that the passage of time may demonstrate that changes to the Existing or Subsequent Development Approvals may be necessary or appropriate. If the Parties determine that changes are necessary or appropriate, such changes may be made by mutual consent of the Parties in accord with Government Code Section 65868, and may be approved on behalf of City as follows:

i. By the City Manager or designee ("City Manager") in the case of minor changes which would qualify as a "Minor Amendment" under Municipal Code Section 19.54.020(9), as determined by the City Attorney, and in any other case where the City Manager is authorized by this Agreement to act.

ii. By the City Council in the case of any other changes not subject to paragraph (1), above, or if otherwise legally required.

iii. The City Manager and City Attorney will determine whether a proposed change is subject to approval by the City Manager or the City Council, as the case may be.

iv. No modification, amendment or other change to this Agreement will be effective for any purpose unless specifically set forth in a writing that refers expressly to this Agreement and is signed by both Parties' authorized representatives.

3.5 Reservations of Authority.

a. Any contrary provision in this Agreement notwithstanding, the following Subsequent Land Use Regulations will apply to the Project:

i. Processing fees and charges of every kind and nature imposed by City to cover the estimated actual costs to City of processing applications for Subsequent Development Approvals or for monitoring compliance with any Subsequent Development Approvals granted or issued.

ii. Regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other procedural matter.

iii. Regulations which do not conflict with the Development Plan or this Agreement. To the greatest extent possible, these regulations must be applied and construed to provide Developer with all of the rights and assurances provided under this Agreement. For all purposes pursuant to this Agreement generally, and this paragraph (iii) specifically, an ordinance, resolution, initiative, referendum, moratorium or other regulation will be deemed to conflict with the Development Plan and this Agreement if the ordinance, resolution, initiative, referendum, or

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regulation seeks to, whether as part of a specific or general enactment that applies to the Property or Project: (i) limit or reduce the density, intensity, height or size of structures or type of development on the Property; (ii) regulate the timing or sequencing of the development of the Property in any manner; (iii) require any additional on-site or off-site improvements not required by the applicable Land Use Regulations or Development Approvals to be constructed or paid for by Developer or a subsequent owner of the Property; or (iv) restricting the use of the Property in any manner or degree other than as set forth in the applicable Land Use Regulations and Development Approvals.

iv. Regulations that conflict with the Development Plan if Developer has given its written consent to those regulations.

v. Federal, State, County, and multi-jurisdictional laws and regulations which City is required to enforce against the Property or the Development of the Property.

The Parties acknowledge that City is restricted in its authority to limit its police powers by contract. This Agreement will be construed, contrary to its stated terms if necessary, to reserve to City all those police powers that cannot be restricted by contract.

3.6 Subsequent Development Approvals.

a. When acting on Subsequent Development Approvals, City may apply only the Existing Land Use Regulations and those Subsequent Land Use Regulations that are permitted under the Reservations of Authority. Any Subsequent Development Approval will be automatically vested under this Agreement.

b. Upon Developer’s request, City will accept and diligently process applications for Subsequent Development Approvals. City will exercise reasonable good faith efforts to expedite the processing of the Subsequent Development Approvals applications to ensure that those applications are promptly considered by the approving authority. Upon satisfactory completion by Developer of all required preliminary actions and payment of appropriate processing fees, if any, City shall proceed to process and check all applications for Project development and building approvals within the times set forth in the Permit Streamlining Act (Chapter 4.5 (commencing with Section 65920) of Division 1 of Title 7 of the California Government Code), the Subdivision Map Act (Division 2 (commencing with Section 66410) of Title 7 of the California Government Code), and other applicable provisions of law, as the same may be amended from time to time. City shall employ all lawful actions capable of being undertaken by City to promptly (i) accept all complete applications for Subsequent Development Approvals (collectively, “Applications”) and (ii) process and take action upon the Applications in accordance with applicable law with a goal of completing the first review or plan check within four weeks and the second and third review or plan check within two weeks; provided however, that City shall not be deemed in default under this Agreement should such time frame(s) not be met. Furthermore, the City and Developer teams shall convene, as necessary, a telephonic or in-person meeting with the relevant City departments and personnel to resolve open items, subject to City’s availability.

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3.7 Modification or Suspension by State or Federal Law. If a State or Federal law or regulation which is enacted after the Effective Date prevents the Parties' compliance with any of this Agreement's provisions, then that provision will be modified or suspended to the extent and for the time necessary to achieve compliance with the conflicting State or Federal law. This Agreement's remaining provisions will continue unaffected. The Parties will amend this Agreement to preserve, to the greatest extent possible, the benefits that would arise to the Parties under this Agreement but for the conflicting State or Federal law. Upon the repeal of the conflicting State or Federal law or upon the occurrence of any circumstance that removes their effect upon this Agreement, this Agreement's provisions will be automatically restored to their full original form and any amendment that the Parties may have entered into under this Section 3.7 will terminate.

3.8 City Acquisition of Offsite Real Property Interests. In any instance where Developer is required by any Development Approval or Land Use Regulation or this Agreement to construct any public improvement on land not owned by Developer, specifically the Project Offsite Public Improvements identified in Section 4.3 below, City and Developer shall cooperate in acquiring the necessary legal interest ("Offsite Property"). This Section 3.8 is not intended by the parties to impose upon Developer an enforceable duty to acquire land or construct any public improvements on land not owned by Developer, except to the extent that Developer elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by City upon the development of the Project under the Subdivision Map Act or other legal authority.

If Developer is unable to acquire such Offsite Property, and following the written request from Developer to City, City agrees to use reasonable and diligent good faith efforts to acquire the Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If City is unable to acquire the Offsite Property by negotiation within thirty (30) days after Developer's written request, City shall initiate proceedings, including considering utilizing its power of eminent domain to acquire that Offsite Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Offsite Property, subject to the conditions set forth in this Section 3.8. The decision to utilize the City's power of eminent domain shall be the sole and absolute discretion of the City. City and Developer acknowledge that the timelines set forth in this Section 3.8 represent the maximum time periods which City and Developer reasonably believe will be necessary to complete the acquisition of any Offsite Property, City agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon City.

a. Owner's Option to Terminate Proceedings. City shall provide written notice to Developer no later than fifteen (15) days prior to making an offer to the owner of the Offsite Property. At any time within that fifteen (15) day period, Developer may, at its option, notify City that it wants City to cease all acquisition proceedings with respect to that Offsite Property, whereupon City shall cease such proceedings.

If the City elects to utilize its power of eminent domain, City shall provide written notice to Developer no later than fifteen (15) days prior to the date of the hearing on City's intent

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to consider the adoption of a resolution of necessity as to any Offsite Property. At any time within that fifteen (15) day period, Developer may, at its option, notify City that it wants City to cease condemnation proceedings, whereupon City shall cease such proceedings.

If Developer does not notify City to cease condemnation proceedings within said fifteen (15) day period, then City may proceed to consider and act upon the Offsite Property resolution of necessity. If City adopts such resolution of necessity, then City shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Offsite Property.

3.9 Future Use of EIR. The Parties understand that the EIR is intended to be used in connection with each of the Existing Development Approvals and Subsequent Development Approvals needed for the Project. City agrees to use the EIR in connection with the processing of any Subsequent Development Approval, except as may be otherwise required by the Reservations of Authority or state or federal law, including CEQA.

3.10 City Acceptance of Project Offsite Public Improvements. City agrees and acknowledges that City’s timely acceptance of the Project Offsite Public Improvements upon their completion is crucial for the release of Developer’s bonds for the improvements. After the completion of the Project Offsite Public Improvements to City’s satisfaction, City shall accept the Project Offsite Public Improvements within thirty (30) days of receiving a written request from Developer for City to accept the Project Offsite Public Improvements. .

3.11 Third Party Permits and Approvals and Utilities.

a. The Parties acknowledge that this Agreement does not bind any governmental agency other than City and its related or subordinate boards, commissions, and entities. City will use reasonable good faith efforts to assist Developer in obtaining all permits and approvals, at no cost to City, which are necessary for the Project, including permits, approvals and rights of way which are required for the installation of public improvements, driveways and utility connections, and utility services such as electrical, gas, water, sewer, storm drain, telephone and cable television.

b. The Parties acknowledge that, in connection with the installation of utility facilities which will be owned by private utility companies, it may lower the overall cost of the utility installation for it to be constructed by City. Upon Developer’s request, City agrees to reasonably consider undertaking construction of the private utility company project, so long as Developer bears City’s entire direct and indirect cost of the same.

4. PUBLIC BENEFITS.

4.1 Development Impact Fees.

a. City has adopted a Development Impact Fee program designed to offset the costs of mitigating environmental and other impacts caused by development upon public facilities and improvements. The Development Impact Fees which will be applicable to the Project shall be those existing at the time of development. Development Impact Fees shall be paid at such time and amounts as payment of such fees are due and payable in accordance with the Land Use

Regulations in effect at the time of development as set forth in City fee ordinances or resolutions or policies at that time, for the portion of the Property to which such fees apply. This Section shall not preclude City from adopting any new development impact fees in the future applicable to the Property or to other Development in the City.

b. Nothing in this Section 4.1 will limit the right of any other local, regional, state, or federal agency or district to impose upon the Project otherwise lawful fees, including non-City fees imposed by such agencies or districts and collected by City for the benefit of such agencies or district.

4.2 **Project Objectives.** The Project accomplishes the City’s goals and policies set forth in the General Plan and the Perris Valley Commerce Center Specific Plan (“PVCCSP”), and benefits the public by achieving the following objectives:

a. Ensure the development of the Property consistent with applicable goals and policies of the City set forth in the General Plan.

b. Implement the PVCCSP through development of land uses allowed in the PVCCSP planning area and consistent with the PVCCSP Standards and Guidelines relevant to the proposed retail and industrial development, and associated infrastructure.

c. Expand economic development and facilitate job creation in the City by establishing new retail and industrial uses on vacant land in a developing area.

d. Assist the region in achieving jobs/housing balance region-wide by attracting new businesses to the City, providing additional job opportunities in a housing rich area, and thereby provide a more equal jobs-housing balance in the Riverside County/Inland Empire area, which will reduce the need for members of the local workforce to commute outside the area for employment.

e. Activate the PVCCSP-designated gateway entry at Ramona Expressway and Nevada Avenue with an attractive mixed-use retail and industrial development, which meets the local demand for neighborhood serving retail uses along Ramona Expressway, and regional demand for warehouse uses that are part of the Southern California supply chain and good movement network.

f. Implement the type and amount of retail uses at the Property that are viable based on market demand.

g. Maximize industrial warehouse development in close proximity to designated truck routes, and the State highway system in order to avoid or shorten truck-trip lengths on other roadways, and avoid locating industrial warehouse buildings in proximity to residential uses.

h. Accommodate new development in a phased, orderly manner that is coordinated with the provision of necessary infrastructure and public improvements.

i. Implement drainage improvements in conjunction with the Project to accommodate the 100-year storm flows in the area, including a public storm drain that would ultimately capture stormwater runoff from the planned regional detention basin west of the Property.

j. Provide for uses that will generate tax revenue for the City of Perris including, but not limited to, increased property and sales tax, in order to support the City’s ongoing municipal operations.

4.3 Credit/Reimbursement for Offsite Improvements. The Parties acknowledge and agree that Developer is making Project improvements that are covered in whole or in part by the Development Impact Fee program per Municipal Code section 19.68.020. The Parties further acknowledge and agree that in accordance with policies adopted from time to time by City, Developer may be entitled to a credit and/or reimbursement to offset Developer’s Development Impact Fee obligation, as determined by City. City and Developer shall enter into a Development Impact Fee credit/reimbursement agreement for any Project improvements that exceed Developer’s Development Impact Fee obligation.

4.4 Offsite Improvements. Developer shall construct all offsite public improvements required by the Project Planning, Public Works, and Engineering Conditions of Approval attached hereto as Exhibit D (“Project Offsite Public Improvements”), as may be modified by a Subsequent Development Approval, prior to receiving a final certificate of occupancy for the industrial building.

4.5 Welcome Sign Construction. Developer shall design and construct a “Welcome to Perris” sign (“Sign”) as approved by the City in the center median on Ramona Expressway. All costs for the design, permitting, and construction of the Sign shall be borne by Developer. Developer shall also be responsible for all other aspects of the construction of the Sign including, but not limited to, insurance, construction, and permitting including permitting and coordination with Caltrans and other outside local, state and federal agencies, as applicable. Upon completion of the Sign, City will assume maintenance responsibilities. The Sign design concept is attached hereto as Exhibit E.

4.6 Financial Contributions. Developer shall make the following financial contributions within ninety (90) days after the Effective Date and upon the latter of (i) the expiration of the applicable statute of limitations for CEQA-based challenges with no lawsuit having been filed; or (ii) if any such lawsuit has been filed, final resolution of such lawsuit has been reached to the satisfaction of the Developer.

a. Developer shall contribute seven hundred seventy-six thousand and six hundred and thirty four dollars (\$776,634) to City for purposes to be determined by City, including but not limited to the Perris Downtown Skills Training & Job Placement Center.

b. Developer shall contribute two hundred thousand dollars (\$200,000.00) to the Val Verde High School’s Career and Technical Education (CTE) Program to prepare students for careers such as logistics, welding and manufacturing, video production, and graphic design.

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c. Developer shall contribute twenty-seven thousand dollars (\$27,000.00) to the Val Verde Academy to fund the garden modernization project.

5. INTENTIONALLY OMITTED.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review.

a. The City Manager will review this Agreement annually, on or before each anniversary of the Effective Date, as required by California Government Code Section 65865.1. The purpose of the review will be to ascertain Developer’s good faith compliance with the terms of this Agreement. Developer will submit an annual monitoring report (“Annual Monitoring Report”), in a form prepared and approved by the City Manager within thirty (30) days after the City Manager’s written request. The Annual Monitoring Report must be accompanied by the then-current annual review and administration fee set by the City Council, which may not exceed the City’s actual costs of reviewing Developer’s compliance with the terms of this Agreement.

b. The City Council may order a special review of Developer’s compliance with this Agreement at any time. The City Manager will conduct the special review, which will be conducted at City’s sole expense.

6.2 Procedure.

a. During either a periodic review or a special review, Developer will be required to demonstrate good faith compliance with this Agreement.

b. Upon completion of a periodic review or a special review, the City Manager will submit a report to the City Council setting forth the City Manager’s conclusions concerning Developer’s good faith compliance with this Agreement.

c. If the City Council finds that Developer has complied in good faith with this Agreement, then the review will be concluded.

d. If the City Council makes a preliminary finding that Developer has not complied in good faith with this Agreement, then, following Notice and opportunity to cure as provided under Section 8.4, the City Council may modify or terminate this Agreement in accordance with Section 6.4 and Section 6.5.

6.3 No Waiver. Failure of City to conduct an annual review will not constitute a waiver by City of its rights to otherwise enforce the provisions of this Agreement nor will Developer have or assert any defense to such enforcement by reason of any such failure to conduct any annual review(s).

6.4 Proceedings for Modification or Termination.

a. If Developer fails to cure, or to commence to cure, as applicable, the matters constituting the basis for the City Council’s preliminary finding under Section 6.2.d as required by

Section 8.4, then City may proceed to modify or terminate this Agreement following the procedures set forth in this Section 6.4 and in Section 6.5. City must hold a noticed public hearing concerning the modification or termination and provide Developer with Notice of the hearing. The Notice must include the following:

- i. The time and the place of hearing, which must be no less than thirty (30) days following the date of the Notice;
- ii. The specific action, whether amendment or termination, which City proposes to take; and
- iii. Such other information as is reasonably necessary to inform Developer of the nature of the proceeding and the facts supporting City’s preliminary finding under Section 6.2.d.

6.5 Hearing on Modification or Termination. At the time and place set for the public hearing described in Section 6.4, Developer must be given an opportunity to be heard and present witnesses and evidence on its behalf. If, following the conclusion of the public hearing, the City Council finds, based upon substantial evidence in the record of the public hearing, that Developer has not complied in good faith with this Agreement, then the City Council may terminate or modify this Agreement and impose any conditions it determines as are reasonably necessary to protect City’s interests. The City Council’s decision will be administratively final and subject to judicial review under Code of Civil Procedure Section 1094.5.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a special or periodic review, Developer is found to be in compliance with this Agreement, then, upon Developer’s written request, City will issue a “Certificate of Agreement Compliance” (“Certificate”) to Developer stating that, after the most recent periodic or special review, this Agreement remains in effect and Developer is not in default of this Agreement. The Certificate must be in recordable form, contain information necessary to communicate constructive record notice of the finding of compliance, state whether the Certificate is issued after a periodic or special review, and state the anticipated date of the next periodic review. Developer may record the Certificate with the Riverside County Recorder.

6.7 No Cross-Defaults. City acknowledges that Developer may Transfer all or portions of the Property to other Persons in accordance with Section 2.4. City further acknowledges that title to all or portions of the Property may become vested in Mortgagees or a Mortgagee’s successor as a result of foreclosure, or the acceptance of a deed in lieu of foreclosure, by a Mortgagee. City agrees that defaults under this Agreement by an owner of a portion of the Property will not be a default as to any other portion of the Property. In other words, a default by Developer with respect to its obligations pertaining to that portion of the Property retained by Developer following a Transfer will not constitute a default as to any Person other than Developer or permit City to exercise any remedy under this Agreement or otherwise with respect to any other portion of the Property other than that portion owned by Developer. Similarly, a default by a Transferee with respect to its obligations pertaining to the portion of the Property owned by that Transferee will not constitute Developer’s default or permit City to exercise any remedy under this Agreement or otherwise as to any portion of the Property other than the portion owned by the defaulting

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Transferee. City agrees that, if more than one Person holds title to the Property, then the rights and obligations of the Persons holding title to the Property are the distinct and several obligations of each Person.

7. INTENTIONALLY OMITTED.

8. DEFAULT AND REMEDIES.

8.1 Remedies in General.

a. The Parties acknowledge that neither Party would have entered into this Agreement if it were to be liable for monetary damages under this Agreement. In general, and subject to those procedural prerequisites required under the Development Agreement Law or this Agreement, each of the Parties may pursue any remedy at law or equity available for the breach of this Agreement, except that neither Party will be liable in monetary damages (other than attorneys' fees under Section 12.20) to the other Party, or to any successor in interest of that Party, or to any other Person. Each Party covenants not to sue for monetary damages or claim any monetary damages related to any of the following:

- i. Any breach of this Agreement or for any cause of action that arises out of this Agreement; or
- ii. Any taking, impairment or restriction of any right or interest arising under this Agreement; or
- iii. Any dispute regarding the application or interpretation of this Agreement.

8.2 Specific Performance.

a. The Parties acknowledge that specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement for the following reasons:

- i. Money damages are unavailable against the Parties.
- ii. Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Property to its natural condition once Developer has begun to implement this Agreement. After such time, Developer may be precluded from other options it may have had with regard to the Property. Moreover, Developer has invested significant time and resources in the planning and processing of the Project. Developer will be investing even more time and resources in implementing the Project in reliance upon this Agreement and it is not possible to determine the sum of money that would adequately compensate Developer if City were to breach its obligations.

8.3 Release. Except for the right to recover attorneys' fees under Section 12.20, Developer, for itself, its successors and assignees, releases City, its officials, officers, agents and employees from any and all monetary claims, demands, actions, or suits of any kind or nature

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arising out of any liability, known or unknown, present or future, including, any claim or liability based upon Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance that seeks to impose any monetary liability whatsoever upon City because it entered into this Agreement or because of the terms of this Agreement.

8.4 City’s Termination of Agreement or Exercise of Other Remedies Upon Developer’s Default. Subject to compliance with Sections 6.4 and 6.5, City may terminate or modify this Agreement upon Developer’s failure to perform any material duty or obligation under this Agreement. City may terminate or modify this Agreement or exercise its other remedies only after providing Notice of default to Developer setting forth the nature of the default and the actions, if any, required to cure the default and only if Developer has failed to take the actions and materially cure the default within sixty (60) days after its receipt of the Notice. If a default is of a type that cannot be cured within sixty (60) days but can be cured within a longer time, then Developer must within sixty (60) days commence the actions necessary to cure the default and thereafter diligently proceed to cure the default.

8.5 Developer’s Termination of Agreement or Exercise of Other Remedies Upon City’s Default. Developer may terminate this Agreement or exercise its other remedies upon City’s failure to perform any material duty or obligation under this Agreement. Developer may terminate this Agreement or exercise its other remedies only after providing Notice of default to City setting forth the nature of the default and the actions, if any, required by City to cure the default and only if City has failed to take such actions and materially cure the default within sixty (60) days after its receipt of the Notice. If a default is of a type that cannot be cured within sixty (60) days but can be cured within a longer time, then City must within sixty (60) days commence the actions necessary to cure the default and thereafter diligently proceed to cure the default.

8.6 Informal Resolution. During the administration and implementation of this Agreement, the Parties recognize that good faith disagreements may arise between City staff and Developer. In the event that a dispute arises, the Parties will meet and confer in a good-faith attempt to resolve the dispute.

9. THIRD PARTY LITIGATION.

9.1 Defense of Third Party Litigation. City shall promptly notify Developer in writing of any claim, action or proceeding filed and served against City to challenge, set aside, void, annul, limit or restrict the approval and continued implementation and enforcement of this Agreement, including but not limited to challenges of the environmental review of the Project and this Agreement conducted pursuant to the California Environmental Quality Act. Developer and City agree to use good faith, commercially reasonable efforts to confer and cooperate with one another with respect to such third party litigation. Developer shall defend (with legal counsel of Developer’s selection, reasonably acceptable to City), indemnify and hold harmless City, its agents, officers and employees from any such claim, action or proceeding, and shall indemnify City for all costs of defense and/or judgment obtained in any such action or proceeding; provided, however, if Developer elects, in its sole discretion, not to defend the action (preferring to either allow judgment to be entered or to enter into a settlement with plaintiff(s) which declares this Agreement to be void, annulled, or which limits or restricts this Agreement), Developer shall so

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notify City in writing and City shall then have the option, in its sole discretion, of defending the action at its cost. In the event this Agreement, as a result of a third party challenge, is voided or annulled, or is limited or restricted such a manner that the intent and purposes of this Agreement cannot be implemented as mutually desired by the parties hereto, this Agreement shall terminate and be of no further force or effect as of the date such judgment or settlement so voids, annuls, limits, or restricts the intent and purpose of this Agreement.

9.2 Extension of Term. Anything in this Agreement to the contrary notwithstanding, the Term (and any extension thereof under Section 2.3) will automatically be extended by the number of days in the period commencing on the date of filing of any claim, action, or proceeding of the type described in Section 9.1 and ending on the date that the claim, action, or proceeding is either settled or fully and finally resolved in City’s and Developer’s favor, as evidenced by the expiration of all appeal periods with no further appeal being filed or the issuance of a full, final, and non-appealable judgment or decision. City will execute, in recordable form, any instrument which Developer may reasonably require to evidence the extension.

10. MORTGAGEES.

10.1 Mortgagee Protection.

a. This Agreement does not prevent or limit Developer, in its sole discretion, from encumbering the Property or any portion or any improvement thereon with any mortgage, deed of trust or other security device. City acknowledges that a Mortgagee may require Agreement interpretations and modifications. City will meet with Developer and the Mortgagee’s representatives to negotiate in good faith with regard to any requested interpretation or modification. City may not unreasonably withhold its consent to any requested interpretation or modification. All Mortgagees will be entitled to the following rights and privileges:

i. Developer’s breach of this Agreement will not defeat, render invalid, diminish or impair the lien of any mortgage made in good faith and for value.

ii. Upon a Mortgagee’s written request, City will provide a copy of any Notice of default given to Developer concurrently with the Notice to Developer. The Mortgagee will have the right, but not the obligation, to cure the default within any remaining cure period allowed Developer under this Agreement.

iii. Any Mortgagee who comes into possession of the Property or any portion of it pursuant to foreclosure of the Mortgagee’s security instrument or its acceptance of a deed in lieu of foreclosure will take the Property or portion subject to this Agreement. Any other provision of this Agreement to the contrary notwithstanding, no Mortgagee will have any obligation to perform any of Developer’s obligations or to guarantee their performance. However, if any of Developer’s obligations are conditions precedent to City’s obligations, then Developer’s obligations will continue to be conditions precedent to City’s performance of its obligations.

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11. INSURANCE: INDEMNIFICATION.11.1 Insurance.a. Types of Insurance.

i. Public Liability Insurance. Prior to commencement and until completion of construction by Developer on the Property, Developer shall at its sole cost and expense keep or cause to be kept in force for the mutual benefit of City and Developer broad form commercial general public liability insurance against claims and liability for personal injury or death arising from the use, occupancy, disuse or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property or for property damage, providing protection of a least Five Million Dollars (\$5,000,000) per occurrence for bodily injury, death or property damage combined for any one accident or occurrence, which limits shall be subject to reasonable increases in amount as City may reasonably require from time to time.

ii. Builder's Risk Insurance. Prior to commencement and until completion of construction by Developer on the Property, Developer shall procure and shall maintain in force, or caused to be maintained in force, "all risks" builder's risk insurance including vandalism and malicious mischief, covering improvements in place and all material and equipment at the job site furnished under contract, but excluding contractor's, subcontractor's, and construction manager's tools and equipment and property owned by contractor's or subcontractor's employees, with the replacement cost value of the Project, or on a project by project basis.

iii. Worker's Compensation. Developer shall also furnish or cause to be furnished to City evidence reasonably satisfactory to it that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries workers' compensation insurance as required by law.

iv. Other Insurance. Developer may procure and maintain any insurance not required by this Agreement, but all such insurance shall be subject to all of the provisions hereof pertaining to insurance and shall be for the benefit of City (to the extent applicable) and Developer.

v. Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies licensed and admitted to do business by California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VIII or better, unless waived by City. All such policies shall contain language, to the extent obtainable, to the effect that (i) any loss shall be payable notwithstanding any act of negligence (excepting willful and intentional violations of law) of City or Developer that might otherwise result in the forfeiture of the insurance, (ii) the insurer waives the right of subrogation against City and against City's agents and representatives; (iii) the policies are primary and noncontributing with any insurance that may be carried by City; and (iv) the policies cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City or City's designated representative. Developer shall furnish City with copies

of all such policies promptly on receipt of them or with certificates evidencing the insurance. City shall be named as an additional insured on all policies of insurance (other than Workers' Compensation) required to be procured by the terms of this Agreement. The City's Risk Manager acknowledges and agrees that the insurance requirements above have been established based on anticipated use, activities, and conditions of the Property. In the event the City's Risk Manager reasonably determines that a new or unreasonable use, activity, or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property under this Agreement creates an increased or decreased risk of loss to the City than what the Parties hereby acknowledge to be duly satisfied by the insurance requirements above, Developer agrees that the minimum limits of the insurance policies required by this Section 11.1 may be changed accordingly upon receipt of written notice from the City's Risk Manager; provided that Developer shall have the right to appeal a determination of increased coverage to the City Manager of City within twenty (20) days of receipt of notice from the City's Risk Manager.

vi. Failure to Maintain Insurance and Proof of Compliance. Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required hereunder together with evidence satisfactory to City of payment required for procurement and maintenance of each policy within the following time limits:

(A) For insurance required above, within thirty (30) days after the Effective Date.

(B) For any renewal or replacement of a policy already in existence, at least ten (10) days before the expiration or replacement of the existing policy.

(C) If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish City with required proof that that insurance has been procured and is in force and paid for, such failure or refusal shall be a default hereunder.

11.2 Indemnification.

a. General. Each Party shall indemnify the other Party and its officers, employees, and agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the work, operations, or activities by any or all of the indemnifying Party or its agents, employees, or contractors (including subcontractors), upon the Property and relating to this Agreement;

i. The indemnifying Party will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including reasonable legal costs and attorneys' fees incurred in connection therewith.

ii. The indemnifying Party will promptly pay any judgment rendered against the indemnified Party or its officers, agents, or employees for any such claims or liabilities arising out of or in connection with its foregoing indemnity and will save and hold the indemnified Party, its officers, agents, and employees harmless from any failure to so pay any such judgment.

iii. In the event the indemnified Party, its officers, agents, or employees is made a party to the action or proceeding filed or prosecuted against for such damages or other claims arising out of or in connection with the work, operations, or activities of the indemnifying Party under this Agreement, the indemnifying Party agrees to pay the indemnified Party, its officers, agents, or employees any and all reasonable out-of-pocket costs and expenses actually incurred by the indemnified Party, its officers, agents, or employees in such action or proceeding, including by not limited to reasonable legal costs and attorneys' fees.

b. Exceptions. The indemnities and releases of this Section 11.2 shall not include claims or liabilities to the extent and degree arising from the negligence or willful misconduct of any or all of the indemnified Party and its officers, agents and employees.

c. Loss and Damage. Except as otherwise set forth in this Agreement, City shall not be liable for any damage to property of Developer or of others located on the Property, nor for the loss of or damage to any property of Developer or of others by theft or otherwise. Except as otherwise set forth in this Agreement, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Property or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Property, or by any other cause of whatsoever nature.

d. Period of Indemnification. The obligations for indemnity under this Section 11.2 shall begin upon the Effective Date and shall terminate upon termination of this Agreement, provided that indemnification shall apply to all claims or liabilities arising during that period even if asserted at any time thereafter. In all events, however, these indemnity obligations shall expire on the fifth (5th) anniversary of the termination date of this Agreement, except that the indemnities shall survive beyond that date with respect to any claims pending at the expiration date for which timely and proper submission has occurred pursuant to the applicable indemnity provisions.

e. Waiver of Subrogation. Each Party agrees that it shall not make any claim against, or seek to recover from other Party or its agents, servants, or employees, for any loss or damage to the Party or to any person or property, except as specifically provided hereunder and each Party shall give notice to any insurance carrier of the foregoing waiver of subrogation, and obtain from such carrier, a waiver of right to recovery against the other Party, its agents and employees.

12. MISCELLANEOUS PROVISIONS.

12.1 Recordation of Agreement. This Agreement and any amendment or cancellation of it will be recorded with the Riverside County Recorder by City Clerk in accordance with Government Code Section 65868.5.

12.2 Entire Agreement. This Agreement contains the entire understanding and agreement of the Parties. There are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to in this Agreement. Parole evidence will not be admissible to interpret this Agreement.

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12.3 Estoppel Certificates. Within ten (10) days following a Party’s written request, and at no cost to the requesting Party, the other Party will certify in writing that, to its knowledge:

a. This Agreement is in full force and effect and is binding upon the certifying Party.

b. This Agreement has not been amended or modified, except as expressly described in the estoppel certificate.

c. The requesting Party is not in default of its obligations under this Agreement, and that there have been no events that with the passage of time, the giving of notice, or both, would constitute the requesting Party’s default under this Agreement, except as expressly described in the estoppel certificate.

12.4 Severability. Every provision of this Agreement is a separate and independent covenant. If any provision is, or the application of the provision in certain circumstances is, to any extent, found to be invalid or unenforceable for any reason whatsoever, then the remainder of this Agreement, or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected. The Parties will negotiate in good faith any amendments or operating memoranda necessary to cure any invalidity or unenforceability.

12.5 Interpretation and Governing Law. This Agreement and any dispute concerning it will be governed and interpreted in accordance with California’s procedural and substantive laws, without regard to its conflicts of laws principles. This Agreement will be construed as a whole according to its fair language and common meaning. The rule of construction that ambiguities in a document are to be resolved against the drafting party may not be employed in interpreting this Agreement. Each Party acknowledges that it was represented by counsel in this Agreement’s negotiation and preparation.

12.6 Section Headings. All section headings and subheadings are inserted for convenience only and do not affect this Agreement’s construction or interpretation.

12.7 Singular and Plural. The singular of any word includes the plural.

12.8 Including. Unless the context requires otherwise, the term “including” means “including, but not limited to.”

12.9 Time of Essence. Time is of the essence as to the performance of any obligation as to which time is an element.

12.10 Calendar Periods. All references to “years”, “quarters”, “months” and “days” are references to calendar years, quarters, months and days.

12.11 Waiver. A Party’s failure on any one or more occasions to insist upon strict compliance by the other Party, or a Party’s failure on any one or more occasions to exercise its rights upon the other Party’s default, is not a waiver of that Party’s right to demand strict compliance by the other Party on any future occasion.

12.12 No Third Party Beneficiaries. This Agreement is entered into for the sole protection and benefit of the Parties and their successors and assigns. Except as provided in Section 9, no other person or entity has any right of action based upon this Agreement.

12.13 Permitted Delays. Neither Party will be in default of an obligation if that Party's inability to perform or delay in performing that obligation is caused a Permitted Delay.

12.14 Successors in Interest. The burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, the Parties' permitted successors in interest. All provisions are enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act with regard to the Development of the Property:

- a. Is for the benefit of and is a burden upon all portions of the Property.
- b. Runs with the Property and all portions.
- c. Is binding upon each Party and its successors in interest during the term of that Party's or its successors' ownership of the Property or any portion.

12.15 Counterparts. This Agreement will be executed in three (3) counterparts, which will be construed together and have the same effect as if the Parties had executed the same instrument.

12.16 Jurisdiction and Venue. All legal actions and proceedings to enforce or interpret this Agreement must be filed and tried in Riverside County Superior Court or other legally appropriate court and venue.

12.17 Project as a Private Undertaking. The Project is a private development and neither Party is acting as the agent of the other in any respect. Each Party is an independent contracting entity with respect to this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of private property by a private party.

12.18 Further Actions and Instruments. Each Party must cooperate with the other and provide reasonable assistance to the other in the performance of the other Party's obligations. Upon a Party's request, the other Party must promptly execute (with notary acknowledgment if required) those instruments, and take any reasonable actions, necessary to evidence or consummate the transactions expressly described, or which are a logical extension of the transactions described, in this Agreement.

12.19 Eminent Domain. No provision of this Agreement expands, limits, or restricts City's exercise of its eminent domain powers.

12.20 Attorneys' Fees. If either Party files any action or brings any action or proceeding against the other pertaining to the interpretation or enforcement of this Agreement, then the prevailing Party will recover as an element of its costs of suit and not as damages its costs of suit, expert fees, consultant costs, and reasonable attorneys' fees as fixed by the Court.

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12.21 Authority to Execute. Each natural person executing this Agreement on behalf of a Party represents that he or she has the authority to execute this Agreement on behalf of that Party and that he or she has the authority to bind that Party to this Agreement.

[Signature pages follow]

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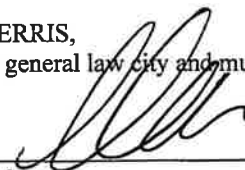
SIGNATURE PAGE

TO

RAMONA GATEWAY COMMERCE CENTER DEVELOPMENT AGREEMENT

“CITY”

CITY OF PERRIS,
a California general law city and municipal
corporation

Signature: 
Title: City Manager
Name (Print): Clara Miramontes

ATTEST:


Nancy, Salazar, City Clerk



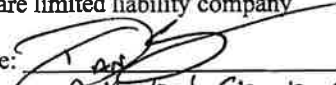
SIGNATURE PAGE

TO

RAMONA GATEWAY COMMERCE CENTER DEVELOPMENT AGREEMENT

"DEVELOPER"

PERRIS LAND CO, LLC,
a Delaware limited liability company

Signature: 
Title: Authorized Signatory
Name (Print): DANIEL SALAS

ACKNOWLEDGMENT

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

State of ~~California~~ NEW YORK
County of NEW YORK

On 07/27/2023 before me, Marie Maser, Notary Public
(insert name and title of the officer)

personally appeared Daniel Sachs,
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.

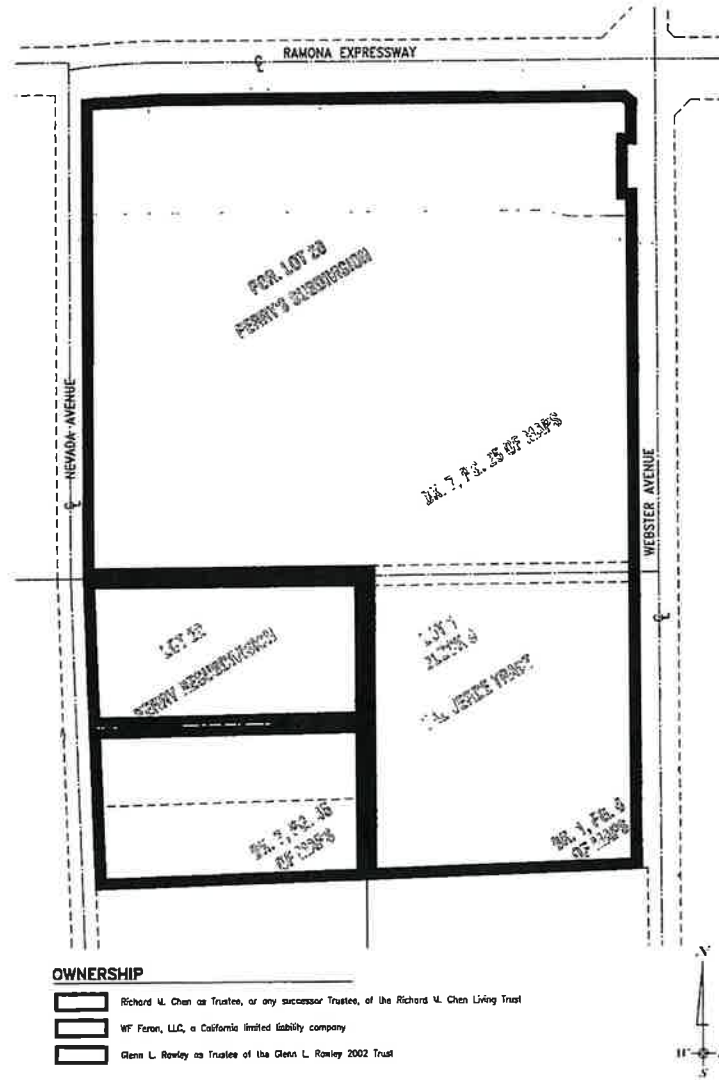
I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ NEW YORK that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

EXHIBIT A
TO
RAMONA GATEWAY CENTER DEVELOPMENT AGREEMENT
Legal Description of Property



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EXHIBIT A

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RICHARD M. CHEN LIVING PARCELS:

The Land referred to herein below is situated in the City of Perris, County of Riverside, State of California, and is described as follows:

PARCEL ONE

For conveyancing purposes only: APN 317-120-021 (Affects Parcel One)

LOT 20 OF PERRY'S RESUBDIVISION, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON

FILED IN BOOK 7, PAGE 45 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED FILED FOR RECORD SEPTEMBER 18, 1958 AS INSTRUMENT NO. 67003 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 142 FEET IN RIGHT ANGLE WIDTH, BEING 48 FEET ON THE NORTHERLY SIDE AND 94 FEET ON THE SOUTHERLY SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE WESTERLY PROLONGATION OF THE CENTER LINE OF MARTIN STREET, SAID POINT ALSO BEING ON THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 17 OF PERRY'S RESUBDIVISION, WHICH BEARS SOUTH 89° 51' 57" WEST, (FORMERLY RECORDED SOUTH 89° 50'-1/2' 0" WEST) 2431.48 FEET FROM THE NORTHEAST CORNER OF SAID LOT 20; THENCE SOUTH 89° 54' EAST, 2431.48 FEET, TO A POINT WHICH BEARS SOUTH 00° 06' WEST, 9.94 FEET FROM THE NORTHEAST CORNER OF SAID LOT 20;

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED NOVEMBER 3, 1982 AS INSTRUMENT NO. 190779 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 20, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF DAWES STREET, 44.00 FEET WIDE, AS SHOWN ON SAID MAP; THENCE ALONG THE WESTERLY LINE OF SAID LOT NORTH 0° 32' 52" EAST, 1056.79 FEET TO THE SOUTHERLY LINE OF MARTIN STREET 142.00 FEET WIDE, AS SHOWN ON COUNTY OF RIVERSIDE DEED PLAT 727-FF; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89° 23' 28" EAST, 211.37 FEET; THENCE COURSE "A"; SOUTH 87° 21' 31" WEST 182.21; THENCE SOUTH 0° 36' 28" WEST, 1046.35 FEET

EXHIBIT A

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TO THE NORTHERLY LINE OF SAID DAWES STREET; THENCE ALONG SAID NORTHERLY LINE NORTH 89° 36' 45" WEST, 28.34 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

For conveyancing purposes only: APN: 317-130-048 (Affects Parcel Two)

LOT 1 IN BLOCK 9 OF VAL VERDE TRACT, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 1 PAGE 6 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

GLENN L. ROWLEY 2002 TRUST PARCELS:

The Land referred to herein below is situated in the City of Perris, County of Riverside, State of California, and is described as follows:

PARCEL 1: INTENTIONALLY DELETED

PARCEL 2: INTENTIONALLY DELETED

PARCEL 3: INTENTIONALLY DELETED

PARCEL 4:

APN: 317-130-016 AND 317-130-017 APN's for conveyancing purposes only

THE NORTHERLY 5 ACRES OF THE SOUTHERLY 10 ACRES OF LOT 22 OF MAP OF THE PERRY RE-SUBDIVISION, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 45 OF MAPS, RIVERSIDE COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO RIVERSIDE COUNTY, CALIFORNIA BY DEEDS RECORDED JUNE 13, 1914 IN BOOK 398, PAGE 366 AND OCTOBER 15, 1914 IN BOOK 406, PAGE 7, BOTH OF DEEDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEEDS RECORDED MAY 9, 1952 AS INSTRUMENT NO. 19822 IN BOOK 1366, PAGE 508 AND AUGUST 4, 1953 AS INSTRUMENT NO. 38295 IN BOOK 1497, PAGE 75, BOTH OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THOSE PORTIONS DESCRIBED AS PARCELS 6931-1 AND 6931-2 CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 29, 1982 AS INSTRUMENT NO. 188036 OF OFFICIAL RECORDS.

EXHIBIT A

2859/037320-0002
18087342.5 a07/25/23
01006.0005/847810.2

ALSO EXCEPTING THEREFROM ALL SUBTERRANEAN WATER FLOWING OR PERCOLATING THROUGH SAID LAND, AS SET OUT IN DEED TO THE VAL VERDE WATER DISTRICT RECORDED OCTOBER 17, 1918 IN BOOK 492, PAGE 223 OF DEEDS.

PARCEL 5:

APN: 317-130-020 AND 317-130-021 APN's for conveyancing purposes only

THE SOUTHERLY 5 ACRES OF LOT 22 OF MAP OF THE PERRY RE-SUBDIVISION, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 45 OF MAPS, RIVERSIDE COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO RIVERSIDE COUNTY, CALIFORNIA BY DEEDS RECORDED JUNE 13, 1914 IN BOOK 398, PAGE 366 AND OCTOBER 15, 1914 IN BOOK 406, PAGE 7, BOTH OF DEEDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEEDS RECORDED MAY 15, 1952 AS INSTRUMENT NO. 20854 IN BOOK 1368, PAGE 477 AND AUGUST 4, 1953 AS INSTRUMENT NO. 38296 IN BOOK 1497, PAGE 70, BOTH OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THOSE PORTIONS DESCRIBED AS PARCELS 6930-1 AND 6930-2 CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 20, 1982 AS INSTRUMENT NO. 181523 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL SUBTERRANEAN WATER FLOWING OR PERCOLATING THROUGH SAID LAND, AS SET OUT IN DEED TO THE VAL VERDE WATER DISTRICT RECORDED OCTOBER 17, 1918 IN BOOK 492, PAGE 223 OF DEEDS.

PARCEL 6: INTENTIONALLY DELETED

PARCEL 7: INTENTIONALLY DELETED

PARCEL 8: INTENTIONALLY DELETED

PARCEL 9: INTENTIONALLY DELETED

WF FERON, LLC, a California limited liability company PARCELS:

The Land referred to herein below is situated in the City of Perris, County of Riverside, State of California, and is described as follows:

PARCEL A

For conveyancing purposes only: APN 317-130-025

EXHIBIT A

-4-

2859/037320-0002
18087342.5 a07/25/23
01006.0005/847810.2

PARCEL 2 OF CERTIFICATE OF COMPLIANCE NO. 1944, AS EVIDENCED BY DOCUMENT RECORDED APRIL 30, 1984 AS INSTRUMENT NO. 90090 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE NORTHERLY 9.65 ACRES OF LOT 22 OF PERRY RE-SUBDIVISION, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 45 OF MAPS, RIVERSIDE COUNTY RECORDS, WHICH LIES EAST OF THE EAST LINE OF PARCEL 6932-2, AS CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED FEBRUARY 8, 1983, AS INSTRUMENT NO. 24397, OF OFFICIAL RECORDS.

PARCEL B:

INTENTIONALLY DELETED.

PARCEL C:

INTENTIONALLY DELETED.

EXHIBIT A

-5-

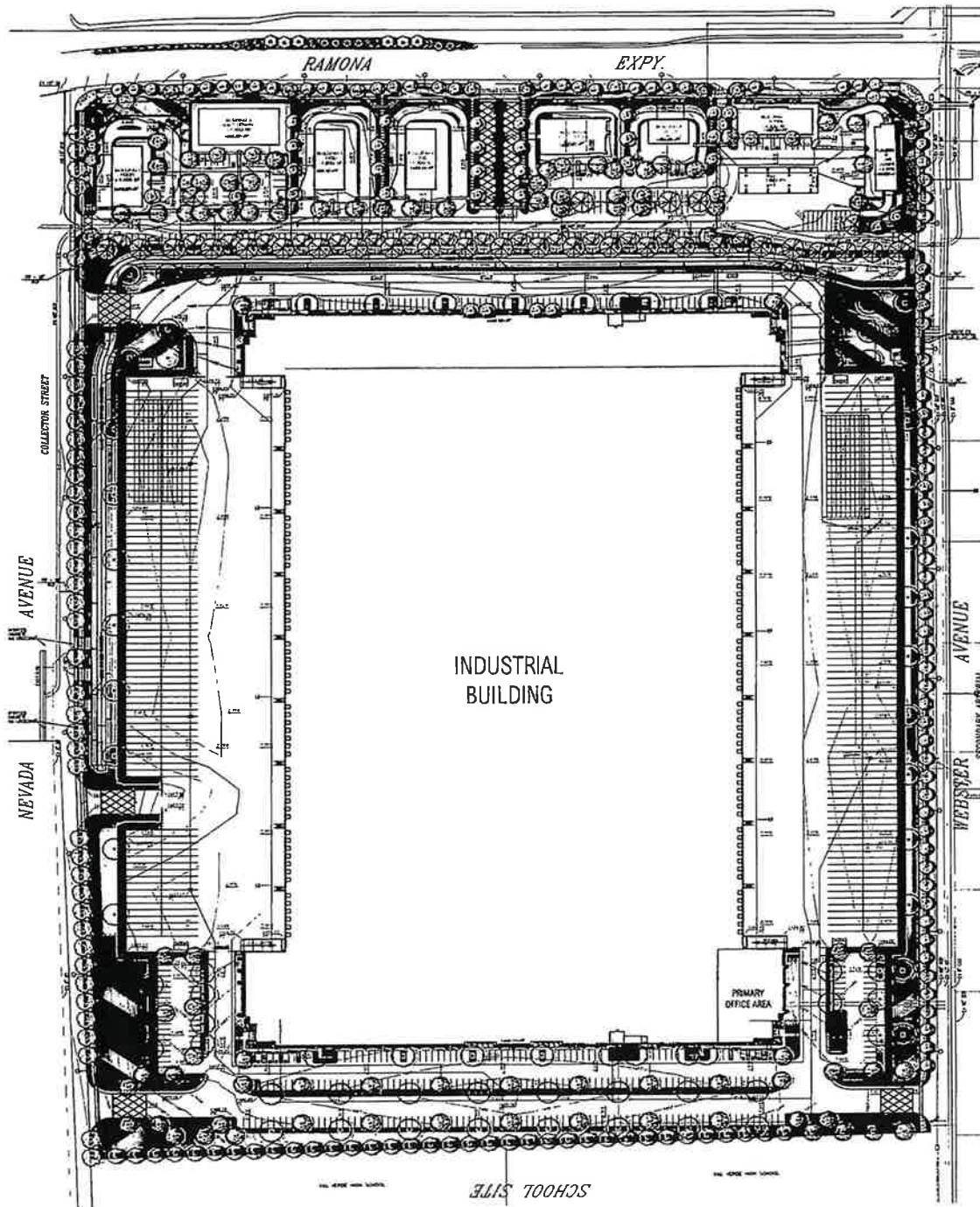
2859/037320-0002
18087342.5 a07/25/23
01006.0005/847810.2

EXHIBIT B
TO
RAMONA GATEWAY COMMERCE CENTER DEVELOPMENT AGREEMENT
Site Plan

2859/037320-0002
18087342.5 s07/25/23
01006.0005/847810.2

EXHIBIT B

-1-



2859/037320-0002
 18087342.5 a07/25/23
 01006.0005/847810.2

EXHIBIT C
TO
RAMONA GATEWAY COMMERCE CENTER DEVELOPMENT AGREEMENT
Retail Backbone and Frontage Improvements

Retail Backbone and Frontage Improvements

Developer shall complete all work outlined below related to the Retail portion of the development:

- All required **offsite improvements per the Conditions of Approval**
- Driveways and interior roadways to access all retail pads
- Grade pads and stub utilities to parcels
- Construct all **four driveways** into the retail project
- Provide **utilities** to each parcel
- Construct the **stoplight** on Ramona Expressway

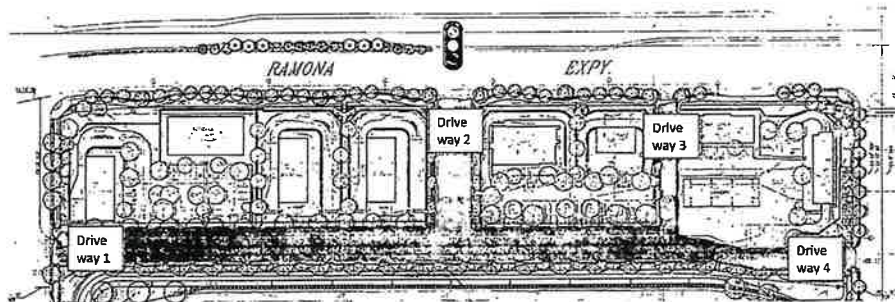


EXHIBIT C

-1-

2859/037320-0002
 18087342.5 a07/25/23
 01006.0005/847810.2

EXHIBIT D
TO
RAMONA GATEWAY COMMERCE CENTER DEVELOPMENT AGREEMENT
Planning, Public Works, and Engineering Conditions of Approval

[INSERT CONDITIONS]

2859/037320-0002
18087342.5 a07/25/23
01006.0005/847810.2

EXHIBIT D

-1-

**CITY OF PERRIS
DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION**

REVISED PLANNING COMMISSION CONDITIONS OF APPROVAL

**SPA 21-05218, TPM 21-05219 (TPM-38292),
DPR 21-00013CUP 21-05216, and (DA) 22-05297**

February 15, 2023

PROJECT: Specific Plan Amendment (SPA) 21-05218, Tentative Parcel Map 21-05219 (TPM-38292), Development Plan Review (DPR) 21-00013, Conditional Use Permit (CUP) 21-05216, and Development Agreement (DA) 22-05297 – A proposal to consider the following entitlements to facilitate the construction of a 950,224 square-foot industrial facility and a commercial development consisting of the following: 1) Specific Plan Amendment to rezone 42.22 acres of a larger 49.17 acre site from Business Park Office (BPO) Zone and Commercial (C) Zone to Light Industrial (LI) Zone, and to remove a paper street from the Circulation Plan in the Perris Valley Commerce Center Specific Plan (PVCCSP); 2) Tentative Parcel Map to subdivide 49.17 acres into 8 parcels, ranging in size from 0.80 to approximately 42.22 acres; 3) Development Plan Review for the site plan and building elevations; 4) Conditional Use Permit to permit a vehicle fuel station with a convenience store, car wash, four drive-throughs establishments within the proposed commercial development; and 5) Development Agreement for specific project improvements and community benefits. (APNs: 317-120-021, 317-130-017, -021, -025 and -048. Applicant: Daniel Sachs of DECA Perris Land Co, LLC

GENERAL CONDITIONS:

- 1 **Development Agreement.** Development on the Project site shall be subject to the terms in the Development Agreement, as it allows the developer and all future owners of all or any portion of the Project site to develop the property in accordance with the Development approvals and the Project specific Development Agreement.
- 2 **Approval Period for Development Plan Review 21-00013, Conditional Use Permit 21-05216.** The Development Plan Review and Conditional Use Permit processed in conjunction with the Tentative Parcel Map shall expire in two years from the City Council final action for consistency with the time limits of the map. Within two years, the applicant shall demonstrate the beginning of substantial construction as approved, which shall thereafter be diligently pursued to completion or substantial utilization, except as modified by the terms of the Development Agreement. If this does not occur, a maximum of six (6) one-year extensions may be requested for consistency with the related Tentative Parcel Map A written request for extension shall be submitted to the Planning Division at least thirty (30) days prior to the initial (and any subsequent extension) expiration of the Development Plan Review, except as modified by the terms of the Development Agreement.
- 3 **Approval Period for Tentative Parcel Map (TPM 38292).** In accordance with the Subdivision Map Act, the recordation of the final map shall occur within two (2) years from the City Council approval, unless an automatic extension is granted by the State of California. The applicant may apply for a maximum of five (5) one-year extensions to permit additional time to record the final map, except as modified by the terms of the Development Agreement. A written request for an extension shall be submitted to the Planning Division at least thirty (30)

days prior to the initial (and subsequent extensions) expiration of the Tentative Parcel Map approval, except as modified by the terms of the Development Agreement.

- 4 **Mitigation Monitoring and Reporting Program.** The project shall comply with all provisions of the adopted Mitigation Monitoring and Reporting Program (MMRP). The Mitigation Monitoring and Reporting Program (MMRP) for Environmental Impact Report (SCH: 2022040023). It shall be implemented in accordance with the timeline, reporting, and monitoring intervals listed.
- 5 **Municipal Code and Specific Plan Compliance.** The project shall conform to the Light Industrial (LI) Zone and Commercial (C) Zone standards of the Perris Valley Commerce Center Specific Plan (PVCCSP) and Chapter 19 of the Perris Municipal Code.
- 6 **Future Obligation of Buyers and Lessees.** All future buyers and lessees shall be informed of their obligation to comply with these Conditions of Approval. The applicant shall provide a copy of these conditions and inform the buyer or lessee of their obligation to maintain compliance with all local and City ordinances, including but not limited to an annual fire inspection and maintenance of a City business license.
- 7 **City Ordinances and Business License.** The subject business shall maintain compliance with all local and City Ordinances, including but not limited to an annual fire inspection and maintenance of a City business license.
- 8 **Expansion of Use.** No expansion of the site or the use shall occur without subsequent reviews and approvals by the Planning Division.
- 9 **Conformance to Approved Plans.** Development of the project site, building elevations, and conceptual landscaping shall conform substantially to the plans approved by the Planning Commission on **February 15, 2023**, or as amended by these conditions. Any deviation shall require appropriate Planning Division review and approval.
- 10 **ADA Compliance.** The project shall conform to all disabled access requirements in accordance with the State of California, Title 24, and the Federal Americans with Disabilities Act (ADA).
- 11 **Rooftop Solar.** The project does not propose rooftop solar panels at this time. However, suppose the project in the future proposes solar rooftop panels. In that case, the applicant/developer shall prepare a solar glare study that analyzes glare impacts, and this study shall be reviewed by the Riverside County Airport Land Use Commission (ALUC).
- 12 **Planning Division.** All Planning Division Conditions of Approval shall be reproduced in the construction and grading plans.
- 13 **City Engineer Conditions.** The project shall adhere to the requirements of the City Engineer as indicated in the attached Engineering Conditions of Approval dated **February 03, 2023**. On and off-site improvement plans shall be submitted for review and approval by the City Engineer.
- 14 **Fire Marshall Conditions.** The project shall comply with all requirements of the Fire Marshall

in the memo dated April 6, 2022.

- 15 **Building Official/Fire Marshal.** The proposed project shall adhere to all requirements of the Building Official/Fire Marshal. Fire hydrants shall be located on the project site pursuant to the Building Official and the approved Fire Access Plan. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines (if applicable) must be shown on the final set of construction plans pursuant to the requirements of the Building Official. All Conditions of Approval shall be included on building plans. See City of Perris website, Office of the Fire Marshal, for examples and relevant information for access and underground plan available at: <http://www.cityofperris.org>.
- 16 **Building Conditions.** The project shall adhere to the requirements of the Building Department as indicated in the attached Conditions of Approval dated **October 19, 2021**.
- 17 **Public Works Conditions.** The project shall adhere to the requirements of the Public Works Administration Department as indicated in the attached Conditions of Approval dated **November 29, 2021**.
- 18 **Val Verde Unified School District.** The proposed subdivision shall adhere to the standard requirements and mitigation fees established by the *Val Verde Unified School District*.
- 19 **Indemnification.** The developer/applicant shall indemnify, protect, defend, and hold harmless the City and any agency or instrumentality thereof and/or any of its officers, employees, and agents from any and all claims, actions, or proceedings against the City or any agency or instrumentality thereof, or any of its officers, employees, and agents, to attack, set aside, void, annul, or seek monetary damages resulting from approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City concerning \
- 20 **SPA 21-05218, TPM 21-05219 (TPM-38292), DPR 21-00013, CUP 21-05216, and (DA) 22-05297.** The City shall promptly notify the applicant of any claim, action, or proceeding for which indemnification is sought and shall cooperate fully in defense of the action.
- 21 **Southern California Edison (SCE).** The developer/owner shall contact the Southern California Edison SCE area service planner (951-928-8323) to complete the required forms before construction. No grading permits shall be issued until a letter from SCE is received by the City Engineer indicating electrical service will be placed underground.
- 22 **Signage.** The project approval does not include signage. All monument signage is required to include the Perris Valley Commerce Center logo (per PVCCSP Chapter 4.2.5). Any proposed wall or monument sign will require a sign application and shall be reviewed and approved by the Planning Division prior to building permit issuance.
- 23 **Waste Hauling and Disposal.** The project shall use only the City-approved waste hauler for all construction and other waste disposal.
- 24 **Graffiti and Property Maintenance.** The project shall comply with the Perris Municipal Code Chapter 7.42 regarding Property Maintenance. The site shall be maintained graffiti-free state at all times. Graffiti located on site shall be removed within 48 hours. Graffiti shall

- be painted over in panels and not patches. In addition, it will match the color of the wall or material surface. Furthermore, the applicant shall apply an anti-graffiti coating on the walls.
- 25 **On-site & Off-site Utilities.** All utilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping.
- 26 **Performance Standards.** The applicant shall comply with all Performance Standards listed in Chapter 19.44.070 of the Perri Municipal Code.
- 27 **Utilities.** If applicable, all utilities such as cable TV and electrical distribution lines (including those which provide direct service to the project site and/or currently exist along public right-of-way) adjacent to the site shall be placed underground, except for electrical utility lines rated at 65kv or larger. All utility facilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping.
- 28 **Screening of Roof-Mounted Equipment.** Proper screening shall prevent public views of all HVAC equipment and roof-mounted equipment. Also, all vent pipes and similar devices shall be painted to match the building.
- 29 **Mechanical Equipment.** All mechanical equipment, including air conditioning units, pool equipment, etc., shall be screened from the public right-of-way by a view obscuring fence, wall, or landscaping to the satisfaction of the Planning Division.
- 30 **Downspouts.** Exterior downspouts are not permitted on building elevations facing the public right of way. Interior downspouts are required for these elevations.
- 31 **Energy Conservation.** To improve local air quality, the applicant shall comply with the energy-conservation features into the project (as feasible) per the ISMND and Design Guidelines. An accounting of the project's energy conservation measures shall be submitted to the Building Division, prior to application for Building Permits.
- 32 **Glazing.** Highly reflective glass shall not be used for architectural elevations.
- 33 **Roof Parapets.** The height of the roof parapet shall fully screen any roof-mounted equipment. All vent pipes and similar devices shall be painted to match the building.
- 34 **Payment of Department of Fish and Wildlife Fee.** Within five (5) days of City Council approval, the applicant shall file a Notice of Determination of the Riverside County Clerk and submit appropriate payment of fees in accordance with Section 753.5 (Title 14) of the California Code of Regulations; no project shall be operative, vested, or final until the filing fees have been paid.
- 35 **Preliminary Water Quality Management Plan (PWQMP) 21-00008.** A Preliminary WQMP was prepared for the proposed project site. All PWQMPs were determined to be in substantial compliance, in concept, with the 2012 Riverside County WQMP Manual requirements. The following conditions apply:

- a. The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto.
 - b. The structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP, including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs, including two bioretention basins, a self-retaining landscape, and a covered trash enclosure. The Public Works Department shall review and approve the final addendum WQMP text, plans, and details.
- 36 **Construction Practices.** To reduce potential traffic, noise, and air quality impacts, the mitigation measures listed in Environmental Impact Report (SCH: 20022040023) and Reporting Plan (MMRP) shall be listed and included with the "General Notes" on the construction drawings and implemented in accordance with the timeline, reporting and monitoring intervals listed in the MMRP.
- 37 **Off-Site Tree Planting or Funding.** To promote the City's tree planting initiative currently underway to make Perris GREEN providing positive benefits to the local environment from air quality to shading, the developer will plant one tree per 5,000 sq. ft. of building size to include irrigation lines and controllers at an off-site location to be determined by the City (i.e., City right-of-way, parks, etc.) to provide funding equivalent to such cost the discretion of the City prior to issuance of the building permit.
- 38 **Trash Enclosures.** Trash enclosures shall be screened with landscaping (vines and shrubs) and provide decorative solid trellis cover per the development plans presented to the Planning Commission.
- 39 **Construction Practices.** To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:
- a. Construction activity and equipment maintenance are limited to weekday hours between 7:00 a.m. and 7:00 p.m. Construction may not occur on weekends or State holidays without the prior consent of the Building Official. Non-noise-generating activities (e.g., interior painting) are not subject to these restrictions.
 - b. Construction routes are limited to City of Perris designated truck routes.
 - c. Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, transportation of cut or fill materials, and construction phases to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the later morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.
 - d. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent the transport of dust off-site. The name and telephone number of such persons shall be provided to the City. Also, a board shall be placed at the subject site to include a person and phone number for the public to call in case of dirt and dust issues.

- e. Project applicants shall provide construction site electrical hook-ups for electric hand tools, such as saws, drills, and compressors, to eliminate the need for diesel-powered electric generators or provide evidence that electrical hook-ups at construction sites are not practical or prohibitively expensive.
- 40 **Property Maintenance.** The project shall comply with provisions of the Perris Municipal code 7.06 regarding Landscape Maintenance and Chapter 7.42 regarding Property Maintenance. In addition, the project shall comply with the one-year landscape maintenance schedule.
- 41 **Riverside County Airport Land Use Commission.** The following conditions shall be satisfied in accordance with the Airport Land Use Commission (ALUC) Development Review case file ZAP1541MA22:
- a. Any new outdoor lighting that is installed shall be hooded or shielded so as to prevent either the spillage of lumens or reflection into the sky. Outdoor lighting shall be downward facing.
 - b. The following uses/activities are not included in the proposed project and shall be prohibited at this site:
 - i. Any use which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight or circling climb following takeoff or toward an aircraft engaged in a straight or circling final approach toward a landing at an airport, other than a DoD or FAA-approved navigational signal light or visual approach slope indicator.
 - ii. Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight or circling climb following takeoff or towards an aircraft engaged in a straight or circling final approach towards a landing at an airport.
 - iii. Any use which would generate smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (Such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflower, and row crops, composting operations, wastewater management facilities, artificial marshes, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction and demolition debris facilities, fly ash disposal, and incinerators).
 - iv. Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
 - v. Children's schools, day care centers, libraries, hospitals, skilled nursing and care facilities, congregate care facilities, places of assembly (including but not limited to places of worship and theaters).
 - vi. Highly noise-sensitive outdoor nonresidential uses. Examples of noise-sensitive outdoor nonresidential uses that are prohibited include, but are not limited to, major spectator-oriented sports stadiums, amphitheaters, concert halls and drive-in theaters.
 - vii. Other Hazards to flight.

- c. The attached "Notice of Airport in Vicinity" shall be provided to all prospective purchasers and occupants of the property, and be recorded as a deed notice.
- d. The project proposes underground basins. Any other proposed basin would require review and approval by the ALUC. Any proposed stormwater basins or facilities shall be designed and maintained to provide for a maximum 48-hour detention period following the design storm, and remain totally dry between rainfalls. Vegetation in and around the basins that would provide food or cover for birds would be incompatible with airport operations and shall not be utilized in project landscaping. Trees shall be spaced so as to prevent large expanses of contiguous canopy, when mature. Landscaping in and around the basin(s) shall not include trees or shrubs that produce seeds, fruits, or berries.

Landscaping in the detention basin, if not rip-rap, should be in accordance with the guidance provided in ALUC "LANDSCAPING NEAR AIRPORTS" brochure, and the "AIRPORTS, WILDLIFE AND STORMWATER MANAGEMENT" brochure available at RCALUC.ORG which list acceptable plants from Riverside County Landscaping Guide or other alternative landscaping as may be recommended by a qualified wildlife hazard biologist.

A notice sign, in a form similar to that attached hereto, shall be permanently affixed to the stormwater basin with the following language: "There is an airport nearby. This stormwater basin is designed to hold stormwater for only 48 hours and not attract birds. Proper maintenance is necessary to avoid bird strikes". The sign will also include the er or other contact information of the person or entity responsible the stormwater basin.

- e. March Air Reserve Base must be notified of any land use having an electromagnetic radiation component to assess whether a potential conflict with Air Base radio communications could result. Sources of electromagnetic radiation include radio wave transmission in conjunction with remote equipment inclusive of irrigation controllers, access gates, etc.
- f. Noise attenuation measures shall be incorporated into the design of the office and retail areas of the structure, to the extent such measures are necessary to ensure that interior noise levels from aircraft operations are at or below 45 CNEL.
- g. The project has been evaluated to construct a mixed-use commercial industrial development on 55.86 acres which includes: 8 commercial buildings totaling 37,215 square feet consisting of retail, restaurant, and gas station with convenience store and car wash; and a 950,224 square foot high-cube industrial warehouse building with mezzanines. Any increase in building area, change in use to any higher intensity use, change in building location, or modification of the tentative parcel map lot lines and to evaluate consistency with the ALUCP ia, at the discretion of the ALUC Director.
- h. All solar arrays installed on the project site shall consist of smooth glass photovoltaic solar panels without anti-reflective coating, a fixed tilt of 10 degrees and orientation of 180 degrees. Solar panels shall be limited to a total of 550,000 square feet, and the locations and coordinates shall be as specified in the glare study. Any deviation from these specifications (other than reduction in square footage of panels), including change in orientation, shall require a new solar glare analysis to ensure that the amended project does not result in any glare impacting the air traffic control tower or creation of "ed" level glare in the flight paths, and shall require a new hearing by the Airport Land Use

Commission.

- i. In the event that any glint, glare, or flash affecting the safety of air navigation occurs as a result of project operation, upon notification to the airport operator of an event, the airport operator shall notify the project operator in writing. Within 30 days of written notice, the project operator shall be required to promptly take all measures necessary to eliminate such glint, glare, or flash. An "event" includes any situation that results in an accident, incident, "near-miss," or specific safety complaint regarding an in-flight experience to the airport operator or to federal, state, or county authorities responsible for the safety of air navigation. The project operator shall work with the airport operator to prevent recurrence of the incidence. Suggested measures may include, but are not limited to, changing the orientation and/or tilt of the source, covering the source at the time of day when events of glare occur, or wholly removing the source to diminish or eliminate the source of the glint, glare, or flash. For each such event made known to the necessary remediation shall only be considered to have been fulfilled when the airport operator states in writing that the situation has been remediated to the operator's satisfaction.
- j. In the event that any electrical interference affecting the safety of air navigation occurs as a result of project operation, upon notification to the airport operator of an event, the airport operator shall notify the project operator in writing. Within 30 days of written notice, the project operator shall be required to promptly take all measures necessary to eliminate such interference. An "event" includes any situation that results in an accident, incident, "near-miss," report by airport personnel, or specific safety complaint to the airport operator or to federal, state, or county authorities responsible for the safety of air navigation. The project operator shall work with the airport operator to prevent recurrence of the event. For each such event made known to the project operator, the necessary remediation shall only be considered to have been fulfilled when the airport operator states in writing that the situation has been remediated to the airport operator's satisfaction.
- k. The Federal Aviation Administration has conducted aeronautical studies of the proposed project (Aeronautical Study No. Aeronautical Study No. 2022-AWP-12523-OE thru 2022-AWP-12526-OE) and has determined that neither marking nor lighting of the structure(s) is necessary for aviation safety. However, if marking and/or lighting for aviation safety are accomplished on a voluntary basis, such marking and/or lighting (if any) shall be installed in accordance with FAA Advisory Circular 70/7460-1 M and shall be maintained in accordance therewith for the life of the project.
- l. The proposed structures shall not exceed the prescribed heights as identified in the aeronautical study.
- m. The maximum height and top point elevation specified above shall not be amended without further review by the Airport Land Use Commission and the Federal Aviation Administration; provided, however, that reduction in structure height or elevation shall not require further review by the Airport Land Use Commission. The specific coordinates, frequencies, and power shall not be amended without further review by the Federal Aviation Administration.
- n. Temporary construction equipment used during actual construction of the structure(s) shall not exceed the prescribed heights as identified in the aeronautical study, unless

separate notice is provided to the Federal Aviation Administration through the Form 7460-1 process.

- o. Within five (5) days after construction of the structure reaches its greatest height, FAA Form 7460-2 (Part II), Notice of Actual Construction or Alteration, shall be completed by the project proponent or his/her designee and e-filed with the Federal Aviation Administration. (Go to <https://oeaaa.faa.gov> for instructions.) This requirement is also applicable in the event the project is abandoned or a decision is made not to construct the applicable structure.

TPM 38292 - FINAL MAP RECORDATION

- 42 **Application.** The Final Map application shall be submitted to the City Engineering Department with payment of appropriate fees for review and approval concurrently with the application to the City Engineer. The Final Map application shall include all necessary road dedications, appropriate easements and street vacations.
- 43 **Map Recordation.** Prior to recordation of the Final Map, the developer shall obtain the following clearances, approvals or actions:
 - a. Verification from the Planning Division that all pertinent conditions of approval have been met, as mandated by the Perris Municipal Code.
 - b. The landowner shall convey an aviation easement to the March Inland Port Airport Authority. Contact the March Joint Powers Authority at (951) 656-7000.
 - c. Any other required approval from an outside agency.

PRIOR TO THE ISSUANCE OF GRADING PERMITS

- 44 **Administrative Development Plan Review (ADPR) Entitlement** - An applicant who develops one of any of the seven (7) commercial buildings shall obtain approval of an Administrative Development Plan Review (ADPR) from the Planning Division. A separate application and fee will be required.
- 45 **Precise Grading Plans.** Precise grading plans shall be submitted to the City Engineer for review and approval. Grading plans shall be consistent with approved development plans.
- 46 **Traffic Control Plan.** A Traffic Control Plan shall be submitted for approval to the City Engineer.
- 47 **Southern California Edison.** Prior to issuance of grading permits, the applicant shall contact the Southern California Edison (SCE) area service planner to complete the required forms prior to commencement of construction.
- 48 **Final Water Quality Management Plan (FWQMP).** Prior to the issuance of grading permits, an FWQMP is required to be submitted. To mitigate impacts related to pollutant loading to receiving waters and/or increased erosion/siltation resulting from the long-term operation of the project, the applicant shall develop, receive approval from the City, and implement an FWQMP. The FWQMP shall contain measures that will effectively treat all pollutants of concern and hydrologic conditions of concern, consistent with the Preliminary WQMP and developed in compliance with the MS4 permit. The FWQMP shall specifically identify pollution prevention, source control, treatment control measures, and other Best Management Practices (BMPs) that shall be used on-site to control predictable pollutant runoff to reduce impacts to water quality to the maximum extent practicable. The FWQMP shall substantially comply with site design, source control, and treatment control BMPs

proposed in the approved Preliminary Water Quality Management Plan (PWQMP).

- 49 **Planning Clearance.** The applicant shall first obtain clearance from the Planning Division to verify that all pertinent conditions of approval have been met.
- 50 **County Health Department License.** Food and beverage service shall be limited to pre-prepared items provided by catering companies, which shall have a valid food handling, preparation, and service license through the Riverside County Health Department.
- 51 **Alcohol Beverage Control (ABC) License.** All catering companies providing on-site and consumption alcohol sales and services shall have a valid Caterer's License (i.e., Type 58 or other) issued by the ABC at all times.

PRIOR TO THE ISSUANCE OF BUILDING PERMITS

- 52 **March Air Reserve Base and Perris Valley Airport.** Prior to building permit issuance, in accordance with conditions of approval by the Airport Land Use Commission (ALUC) letter dated April 14, 2022, the conditions of approval enumerated in the conditional approval letter shall be implemented to address the project's location within Airport Influence Area.
- 53 **Building Plans.** All Planning, Public Works, and Engineering Conditions of Approval shall be copied onto the approved building plans. Such conditions shall be annotated, directing the receiver to the sheet and detail(s) indicating satisfaction of the conditions. Also, the Mitigation and Monitoring Reporting Plan (MMRP) shall be listed and included with the "General Notes" on the construction drawings, and implemented in accordance with the timeline, reporting and monitoring intervals listed in the MMRP. Revise building elevations to include the following:
 - a. **Work with staff on replacing the proposed accent color.**
- 54 **Final Parcel Map Submittal.** Prior to the issuance of the first building permit, Tentative Parcel Map 38292 shall be submitted for Final Map approval to the City Engineering Department and be recorded with the County of Riverside, with proof of recording provided to the City Planning Division and Engineering Division. The Final Map shall conform substantially to the approved Tentative Map.
- 55 **Landscaping Plans.** Prior to the issuance of building permits, three (3) copies of Construction Landscaping and Irrigation Plans shall be submitted to the Planning Division for approval, accompanied by the appropriate filing fee. The plans shall be prepared by a California-registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. The following treatments, consistent with the conceptual landscape plan or as conditioned herein, are required:
 - a. **Accent Landscaping.** Large trees (24" to 36" box) shall be included in the landscape design at all driveway entrances to the project site.
 - b. **Passenger Vehicle Parking Areas.** A minimum of 30% of trees shall be a 36-inch box or larger in passenger vehicle parking areas. Also, a minimum of one 24-inch box tree per six (6) parking stalls shall be provided.
 - c. **Conceal parking lot area.** All parking areas along the street frontages shall be screened by a minimum 36-inch-high shrub border using a double-row of 5-gallon shrubs at 3.6

feet off center.

- d. **Street Trees.** All street trees within the public right of way shall be 24-inch box size or larger and planted a maximum of 30 feet on center within the parkway.
 - e. **Employee Amenity Areas.** The outdoor employee break area shall be landscaped to include shade trees and shade structures architecturally similar in colors and materials to the warehouse building.
 - f. **Enhanced Pavement.** Decorative pavement treatments (accent colors, textures, and patterns) shall be used for all driveway entrances and pedestrian pathways.
 - g. **BMPs for Water Quality.** All BMPs (vegetated swales, detention basins, etc.) shall be indicated on the landscape plans with appropriate planting and irrigation.
 - h. **Shade Tree.** The project shall provide throughout the parking lot.
 - i. **Water Conservation.** Rain-sensing override devices and soil moisture sensors shall be required on all irrigation systems. Landscaping shall comply with Zoning Code Chapter 19.70 (www.cityofperris.org) for mandated water conservation.
 - j. **Maintenance.** All landscaping shall be maintained in a viable growth condition.
 - k. **Replace the date-palm tree with a different accent tree.**
 - l. **Provide lighting on accent trees along Ramona Expressway.**
- 56 **Site Plan Requirements.** The following shall be shown on the building plan check set for Planning staff review and approval:
- a. **Parking Stalls.** Parking stalls for passenger vehicles shall be stripped in accordance with Chapter 19.69.030C.5b of the Zoning Code (double striping).
 - b. **Charging Stations.** The applicant shall install two Electric Vehicle charging stations for light-duty vehicles, and the station locations and specifications shall be included on the building plans.
- 57 **Screen Walls and Fencing.** Decorative screen walls shall screen views into truck courts from the public right of way (Webster Avenue, Ramona Expressway, and Nevada Road) and adjacent uses. Plans and details for the screen walls shall be included in the landscape plan check submittal package for review and approval by the Planning Division. Any changes to the approved wall and fence plan require review and approval of Planning Division staff. The following shall apply:
- a. **Decorative Wall.** The ten (10) foot-high CMU wall proposed along the south property line must be a decorative wall with pilasters spaced at 100-foot intervals and with endcaps incorporated as part of the design.
 - b. **Decorative Screen Walls.** Decorative screen walls shall be 14 feet in height with pilasters at every 100 linear feet and include a decorative cap, subject to the review and approval of the

Planning Division.

- c. **Wrought iron Gates.** All tubular steel gates in public view shall be a minimum of eight feet in height and be screened by a high-quality view-obscuring material, subject to Planning review and approval.
 - d. **Graffiti.** All block/tilt-up walls shall be treated with a graffiti-resistant coat.
 - e. **Knox boxes** are required for all gates and shall be approved by the Fire Marshal and issued by the Building Division.
- 58 **Site Lighting Plan.** A site lighting plan that complies with the City's Outdoor Lighting Regulations and Mount Palomar Observatory's Dark Sky Ordinance shall be approved. The lighting plan shall include photometric, fixture details, and standard light elevations to meet 2700 KV illumination or less (to provide adequate illumination). High-efficiency fixtures with full-cut-off shields shall be used to prevent light and glare above the horizontal plane of the bottom of the lighting fixture. At least one foot-candle of light shall be provided in all parking lots and pedestrian areas for safety and security. All lighting shall be shielded downward to prevent light pollution from spilling onto adjacent parcels or the public right of way.
- 59 **Construction Plans.** All Planning Division and Engineering Department Conditions of Approval, proposed employee amenities, and the Mitigation Monitoring Plan shall be reproduced in full on construction drawings and grading plans immediately following the cover sheet of such plans. Each Condition shall be annotated on the construction plans for ease of reference (i.e., sheet and detail numbers).
- 60 **Fees.** The developer shall pay the following fees before the issuance of building permits:
- a. Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre;
 - b. Multiple Species Habitat Conservation Plan fees currently in effect;
 - c. Current statutory school fees to all appropriate school districts;
 - d. Any outstanding liens and development processing fees owed to the City;
 - e. Appropriate Road and Bridge Benefit District fees;
 - f. Appropriate City Development Impact Fees in effect at the time of development.

PRIOR TO THE ISSUANCE OF OCCUPANCY PERMITS:

- 61 **City Assessment and Community Facilities Districts.** The project shall be annexed into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that benefit the project. The costs and benefits shall be described in the applicable district and annexation documents. The developer shall complete all actions required to complete such annexation before issuing a Certificate of Occupancy. This condition shall apply only to districts existing when the project is approved (or all requirements have been met for a certificate of occupancy, as applicable). Such districts may include but are not limited to the following:
- a. Landscape Maintenance District No. 1;
 - b. Flood Control Maintenance District No. 1;
 - c. Maintenance District No. 84-1;
 - d. North Perris Community Facilities Assessment District; and

Conditions of Approval

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February 15, 2023

- e. Any other applicable City Assessment and Community Facilities Districts
- 62 **Truck Routes.** The applicant shall notify all truck drivers of the truck routes adopted by the City Council. Signs shall be provided on-site and within the public right-of-way to direct all trucks to use designated truck routes only as approved by the Engineering and Planning Departments.

For the Industrial Site, truck access shall be limited to I-215/Placentia Avenue Interchange, Frontage Road and Nevada Road only.

Truck access to and from Webster Avenue, Ramona Expressway and Perris Boulevard is prohibited.
- 63 **Final Inspection.** The applicant shall obtain occupancy clearance from the Planning Division by scheduling a final Planning inspection after final sign-offs from the Building Division and Engineering Department. Planning Staff shall verify that all pertinent conditions of approval have been met. The applicant shall have all the required paving, parking, walls, site lighting, landscaping, and automatic irrigation installed and in good condition.
- 64 **Outstanding Fees.** Any outstanding processing fees due to the Planning Division shall be paid prior to building occupancy.
- 65 **On-Site Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for a final landscape inspection after the installation of all landscaping and irrigation systems is completely operational. Before calling for a final inspection, the City's "Certificate of Compliance" form shall be completed and signed by the designer/auditor responsible for the project and submitted to the project planner. The project planner shall sign off the "Certificate of Compliance" to signify code compliance and acceptance.
- 66 **Occupancy Clearance.** The applicant shall have all required paving, parking, screen walls, colors and materials (per approved elevation plans), site lighting, landscaping and automatic irrigation installed and in good condition prior to Planning sign off.

END OF CONDITIONS



CITY OF PERRIS

STUART E. MCKIBBIN, CONTRACT CITY ENGINEER

CONDITIONS OF APPROVAL

P8-1486
February 3, 2023
DPR 21-00013, CUP 21-05216, TPM 38292, SPA 21-05218
Ramona Gateway Commerce Center
SWC Ramona Expy. & Webster Av.
APNs 317-120-017,317-130-017, -021, -025, and -048

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the developer provide the following street improvements and/or road dedications in accordance with the City of Perris Municipal Code Title 18. It is understood that the site plan correctly shows all existing and proposed easements, traveled ways, rights-of-way, and drainage courses with appropriate Q's and that their omission may require resubmittal for further consideration. These Ordinances and the following conditions are essential parts and requirements occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. Unless otherwise noted, all offsite improvements as conditions shall be installed prior to issuance of any occupancy permits. All questions regarding the true meaning of the conditions shall be referred to the City Engineer's office.

In the event of a conflict between any conditions stated below, those imposed by Planning Department and others, and requirements identified in the approved Traffic Impact Analysis, the most stringent in the opinion of the City shall prevail.

General Conditions:

1. The project grading shall be in a manner to perpetuate existing natural drainage patterns. Any deviation from this, concentration or increase in runoff must have approval of adjacent property owners and City Engineer. The developer/property owner shall accept the offsite runoff and convey to acceptable outlet.

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2. Prior to commencement of any construction or installation of fencing in public right-of-way, an encroachment permit shall be obtained from the City Engineer's office.

3. The developer/property owner shall provide for all traffic mitigation measures in compliance to the improvements as depicted in the Traffic Analysis prepared by Urban Crossroads dated May 10, 2022 and as conditioned below as approved by the City Engineer.

4. For the Industrial Site, site circulation shall be such that auto and truck access, circulation and parking are distinct and separate.

5. For the Industrial Site, truck access shall be limited to I-215/Placentia Avenue Interchange, Frontage Road and Nevada Avenue only.

Truck access to and from Webster Avenue, Ramona Expressway and Perris Boulevard is prohibited.

Prior to Recordation of the Parcel Map:

6. The developer/property owner shall have approved improvement plans, executed subdivision agreement and posted securities.

7. The developer/property owner shall submit the following to the City Engineer and Riverside County Flood Control and Water Conservation District (RCFCD) for review and approval:

- a. Onsite Precise Grading Plan and Erosion Control Plans; plans shall show the WDID No.
- b. Street and Storm Drain Improvement Plans
- c. Traffic Signal Plans
- d. Signing and Striping Plans
- e. Water and Sewer Improvement Plans
- f. Street Light Plans prepared by a registered Electrical Engineer per City of Perris Safety Lighting Standards
- g. Geotechnical Report
- h. Hydrology and Hydraulic Report
- i. Final WQMP (for reference)

The design shall be in conformance with Eastern Municipal Water District (EMWD), RCFCD, Riverside County Transportation Department, Caltrans, City of Perris and ADA most recent standards, criteria and requirements and in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.

8. Ramona Expressway is classified as an Expressway (184'/134') per the General Plan. Adequate right-of-way shall be dedicated on Ramona Expressway along the property frontage to accommodate a 92 foot half

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width dedicated right-of-way plus adequate right-of-way and easement to accommodate the deceleration and acceleration lanes and the parkway/Class I Shared Use Path as approved by Planning Department and Public Works Department.

9. Nevada Avenue is classified as a Collector (66'/44') per General Plan. Adequate right-of-way shall be dedicated on Nevada Avenue along the property frontage to accommodate a 33 foot half width dedicated right-of-way plus adequate right-of-way and easement to accommodate the parkway/Class I Shared Use Path as approved by Planning Department and Public Works Department.

10. Webster Avenue is classified as a Secondary Arterial (94'/70') per General Plan. Adequate right-of-way shall be dedicated on Webster avenue along the property frontage to accommodate a 47 foot half width dedicated right-of-way plus adequate right-of-way and easement to accommodate the parkway/Class I Shared Use Path as approved by Planning Department and Public Works Department.

11. Property line corner cutbacks shall be dedicated per County of Riverside Standard No. 805.

12. All rights-of-way and easements shall be offered for dedication to the public or other appropriate agencies and shall continue in force until the City or the appropriate agency accepts or abandons such offers. All dedications shall be free from all encumbrances as approved by the City Engineer.

13. Relinquish and waive rights of access to and from Ramona Expressway, Nevada Avenue and Webster Avenue on the Map other than the access opening as shown on the site plan.

14. The developer/property owner shall make a good faith effort to acquire required offsite property interests, and if he or she should fail to do so, the developer/property owner shall, prior to submittal of the Final Map for recordation, enter into an agreement to complete the improvements. The agreement shall provide for payment by the developer/property owner of all costs incurred by the City to acquire the offsite property interests required in connection with the subdivision. Security of a portion of these costs shall be in the form of a cash deposit in the amount given in an appraisal report obtained by the developer/property owner (at developer/property owner cost). The appraiser shall be approved by the City prior to commencement of the appraisal.

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15. The following statement shall be added to the Map:

"Notice of drainage fees" Notice is hereby given that this property is located in the Perris Valley Area Drainage Plan which was adopted by the City of Perris pursuant to Ordinance and Section 66483, et seq, of the Government Code and that said property is subject to fees for said drainage area. Notice is further given that, pursuant to Ordinance 13-01, payment of the drainage fees shall be paid to the City of Perris prior to issuance of the building permit for the map, and that the property owner prior to issuance of the building permit, shall pay the fee required at the rate in effect at the time of issuance of the actual permit.

16. The developer/property owner shall sign the consent and waiver form to join the City's Lighting and Landscape Districts and City's Flood Control District as appropriate. The proposed streetlights and traffic signals shall be maintained by the City and cost paid by the developer/property owner through the said annexation.

Prior to Issuance of Grading Permit:

17. The developer/property owner shall submit the following to the City Engineer and Riverside County Flood Control and Water Conservation District (RCFCD) for review and approval:

- a. Onsite Precise Grading Plan and Erosion Control Plans; plans shall show the WDID No.
- b. Street and Storm Drain Improvement Plans
- c. Traffic Signal Plans
- d. Signing and Striping Plans
- e. Street Light Plans prepared by a registered Electrical Engineer per City of Perris Safety Lighting Standards
- f. Geotechnical Report
- g. Hydrology and Hydraulic Report
- h. Final WQMP (for reference)

The design shall be in conformance with Eastern Municipal Water District (EMWD), RCFCD, Riverside County Transportation Department, Caltrans, City of Perris and ADA most recent standards, criteria and requirements and in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.

18. The developer/property shall install a storm drain bypass system from the future detention basin on the west side of Nevada Avenue to Webster Avenue, through the Industrial Site. This system shall be connected, via underground storm drain facility, to the Perris Valley Master Drainage Plan Facility Line E-7. The system shall accommodate the 100 year storm event and its type, design and alignment shall be as approved by the City Engineer.

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19. The runoff from the Retail Site and the Industrial Site shall be collected onsite and shall be connected, via underground storm drain facility, to Perris Valley Master Drainage Facility Line E-7 as approved by the City Engineer.

20. The channel along the southerly property boundary of the Industrial Site shall be improved to include standard channelization and standard headwall structures in order to facilitate regular standard maintenance in coordination with the School District and as approved by the City Engineer. The system shall be connected, via underground storm drain facility, to the Perris Valley Master Drainage Plan Facility Line E-7 as approved by the City Engineer.

21. Four points of access/driveways are permitted to the Retail Site:

- Two driveways on Ramona Expressway:
 - The westerly driveway shall be signalized to accommodate full turning movements, and
 - The easterly driveway shall be restricted to right-in only (the easterly return of the driveway shall be reversed.)
- One driveway on Nevada Avenue; this driveway shall be restricted to right-in/right-out only.
- One driveway on Webster Avenue; a focused traffic analysis shall be provided to determine the extent of turning movements at this driveway as approved by the City Engineer.

22. Four points of access/driveway are permitted to the Industrial Site:

- Three driveways on Nevada Avenue:
 - The northerly driveway shall be designated for truck access only and restricted to right-in/left out only (the northerly return of the driveway shall be reversed),
 - The middle driveway shall be designated for truck access only and restricted to right-in/left out only (the northerly return of the driveway shall be reversed), and
 - The southerly driveway shall be designated for auto access only.
- One driveway on Webster Avenue. This driveway for auto access only.

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23. The driveways shall be per County of Riverside Standard No. 207A and shall include wet set concrete truncated domes in compliance to ADA standards and requirements.

24. The developer/property owner shall pay to the City \$500,000 for their contribution towards I-215/Ramona Expressway Interchange and I-215/Harley Knox Boulevard Interchange and other improvements. This one-time contribution is above and beyond DIF, TUMF, RBBB and other City fees, and is not reimbursable.

Prior to Issuance of Building Permit:

25. project site is located within the limits of Perris Valley Area Drainage Plan (ADP) for which drainage fees have been adopted by City. Drainage fees shall be set forth under the provisions of the "Rules and Regulations of Administration of Area Drainage Plan". Acreage for the project site's impervious area shall be provided.

26. Water and sewer Improvement Plans, per Fire Department and Eastern Municipal Water District (EMWD) standards, shall be submitted to the City Engineer for review and approval.

27. Fire Department and EMWD approvals of the Water Improvement Plans are required prior to City Engineer's approval.

28. Paved access shall be provided to the proposed buildings per the Precise Grading Plans.

29. The developer/property owner shall submit a compaction certification from the Soils Engineer in compliance with the approved geotechnical/soils report.

Prior to Issuance of Certificate of Occupancy:

30. Ramona Expressway (Expressway - 184'/134') along the property frontage within the dedicated right-of-way shall be improved to provide for deceleration and acceleration Lanes, width and length as determined by the project Traffic Engineer as approved by the City Engineer, asphalt paving (using a TI of 11.0 and PG 70-10), 8 inch curb and gutter and Class I Shared Use Path per the Active Transportation Plan and streetlights subject to the photometric analysis, per City of Perris, County of Riverside and Caltrans standards.

31. An additional vehicular travel lane shall be provided on westbound Ramona Expressway from Webster Avenue to Nevada Avenue. Caltrans and/or Riverside Transportation Department may then evaluate whether restriping of Ramona Expressway west of Nevada Avenue is required to provide an adequate receiving lane and transition to the I-215 freeway

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onramp. If, after this evaluation, it is determined that restriping is required, and the developer/property is unable to obtain the required encroachment permit, then the City Engineer, in his sole and absolute discretion, may allow the developer/property owner to provide a \$25,000 in lieu payment.

32. Nevada Avenue (Collector - 66'/44') along the property frontage within the dedicated right-of-way shall be improved to provide asphalt paving (using a TI of 11.0 and PG 70-10), 6 inch curb and gutter and Class I Shared Use Path per the Active Transportation Plan and streetlights subject to the photometric analysis, per City of Perris, County of Riverside and Caltrans standards per General Plan.

33. Webster Avenue (Secondary Arterial - 94'/70') along the property frontage within the dedicated right-of-way shall be improved to provide asphalt paving (using a TI of 11.0 and PG 70-10), 6 inch curb and gutter and Class I Shared Use Path per the Active Transportation Plan and streetlights subject to the photometric analysis, per City of Perris, County of Riverside and Caltrans standards per General Plan.

34. The 13 foot wide Class I Shared Use Path shall include an 8 foot wide concrete section with 2 foot wide Decomposed Granite (DG) strips on both sides of the concrete section, enclosed by 6 inch mow curbs.

35. Traffic signals shall be installed at the intersection of Ramona Expressway and Nevada Avenue and at the intersection of Ramona Expressway and the westerly driveway to the Retail Site.

36. The traffic signal at the intersection of Ramona Expressway and Webster Avenue shall be modified to accommodate the improvements.

37. The extent of the design of the traffic signals shall be as approved by the City Engineer.

38. Installation of the drainage infrastructure, as specified above, shall be completed and accepted by the City Engineer.

39. The conditions of the existing pavement on Ramona Expressway, Nevada Avenue and Webster Avenue along the property frontage shall be evaluated by the developer/property owner in order for the City Engineer to determine the extent of pavement rehabilitation. If the existing pavement is in good condition, the developer/property owner may use grind and overlay technique as determined by the City Engineer.

40. The developer/property owner shall provide for utility trench surface repair as directed by the City Engineer.

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41. Associated existing signing and striping shall be refreshed and any appurtenances damaged or broken during the development of this project shall be repaired or removed and replaced by the developer/property owner to the satisfaction of the City Engineer. Any survey monuments damaged or destroyed shall be reset by qualified professional pursuant to the California Business and Professional Code 8771.

Stuart McKibbin
Contract City Engineer

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CITY OF PERRIS

PUBLIC WORKS DEPARTMENT

Weed Abatement

NPDES Services

Flood Control and Landscape Districts

MEMORANDUM

Date: November 29, 2021

To: Matthew Evans, Project Planner

From: Michael Morales, CIP Manager

By: Chris Baldino, Landscape Inspector *CB*

Subject: DPR 21-00013 – Conditions of Approval

Proposal to construct an 850,224 square feet industrial building and a 37,215 square foot commercial shopping center within the Perris Valley Commerce Center Specific Plan.

-
1. **Dedication and/or Landscape Maintenance Easement.** Offer of Dedication and Landscape Maintenance Easement for City landscape maintenance district shall be provided as follows:
 - **Ramona Expressway** - Provide offer of dedication as needed to provide for full half width Street (184' (92' halfwidth), Class 1 shared use path (pedestrian and bicycle), curb gutter, median, sidewalk and off-site landscaping requirements, per City General Plan, including minimum 25' public parkway from face of curb.
 - **Nevada Ave** - Provide offer of dedication as needed to provide for full half width Street (66' (33' halfwidth), Class 1 shared uses path (pedestrian and bicycle), curb gutter, sidewalk, and off-site landscaping requirements, per City General Plan, including minimum public parkway, plus an additional 5' easement, totaling 16' public parkway from face of curb. The additional 5' of landscape easement shall be required to provide for the Class 1 shared use (pedestrian/bicycle) path, to be integrated within the parkway landscape.
 - **Webster Ave** - Provide offer of dedication as needed to provide for full half width Street (94' (47' halfwidth), Class 1 shared uses path (pedestrian and bicycle), curb gutter, sidewalk, and off-site landscaping requirements, per City General Plan, including minimum public parkway, plus an additional 1' easement, totaling 16' public parkway from face of curb. The additional 1' of landscape easement shall be required to provide for the Class 1 shared use (pedestrian/bicycle) path, to be integrated within the parkway landscape.

 2. **Landscape Maintenance Easement and Landscape Easement Agreement.** The developer shall provide, for review and approval, an Offer of Dedication and certificate of acceptance, complete with legal plat map and legal description to the City of Perris. In addition, if required by the City of Perris, the Developer shall provide a landscape easement and Landscape easement agreement, acceptable to the City of Perris. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.

 3. **Landscaping Plans.** Three (3) copies of Construction Landscaping and Irrigation Plans for the off-site landscaping, including any medians or other landscape areas along the dedications shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and

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irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. This landscape plan shall be titled "Off-site Landscape Plan for DPR21-00013" and shall be exclusive of any private property, on-site landscaping. Elements of the Landscape Plan shall include but not be limited to:

- a. **Landscape Limits** – Limits of right-of-way areas or easement areas, defined by concrete mow curb, fully dimensioned, that are to be annexed into the Landscape Maintenance District. A planting palette and hardscape plan intended to meet the design intent of the Landscape Guidelines in effect for the area; or if no such guidelines exist the design intent of neighboring development, as determined by the Engineering Administration and Special Districts Division, including:
- **Ramona Expressway** – Per 6.0-13 Streetscape Landscape design guidelines and planting pallet for Expressway and figure 6.0-3 of the PVCCSP for sizing and spacing requirements. Planting will complement the planting pallet east of this project along Ramona Expressway prior to Indian Ave. Primary trees: Platanus acerifolia London plane tree, secondary tree Lagerstroemia Indica Tonto Crape Myrtle, Olea Europaea Majestic Beauty Fruitless olive multi trunk in alternating Groups of three. Use of drought resistant shrubs and ground cover including but not limited to the following: Callistemon Viminalis Dwarf weeping bottle brush, Grevillea Noellii Noel Grevillea, Officinalis rosmarinus Hunting Carpet rosemary, Tulbaghia Violagea Tricolor Society Garlic.
 - **Ramona Expressway Median** - Per 6.0-13 Streetscape Landscape design guidelines and planting pallet for Expressway and figure 6.0-3 of the PVCCSP for sizing and spacing requirement. The planting and design shall follow the Perris Valley Commerce Specific Plan as shown in the Streetscape Landscape design guidelines and consist of the following: Trees Washingtonia filifara California Fan Palm, Cercidium floridum Blue Palo Verde Multi Trunk. The use of drought restraint shrub and ground cover to complement existing median east of this project within Ramona Expressway, including but not limited to the following: Dasyliroon wheeleri Desert Spoon, Helictotrichon sempervirens Blue Oat Grass, Officinalis Rosmarinus Huntington Carpet Rosemary, Anigozanthos "Big Red" Kangaroo Paw, Tulbaghia violacea Society Garlic. The use of Cobble, gravel, and decomposed gannet to complement existing median east of this project.
 - **Nevada Ave.** – Per 6.0.21 Streetscape Landscape design guidelines and planting pallet for Collector Road and Figure 6.0-9 of the PVCCSP for sizing and spacing requirements. The planting will consist of the following, Primary Trees: Platanus acerifolia London Plane. Use of drought resistant shrubs and groundcover including but not limited to the following: Yucca falaccida Gold Garland Yucca, Pennisetum alopecuroides Dwarf Fountain Grass, Lantana swlowiana Trailing Lantana, use of native boulders from Perris area.
 - **Navada Ave. to include Class 1 Shared Use Bicycle Path.** Provide a shared use path, in accordance with the Design Guidelines provided in Section 4 "Mixed Use Tool Kit" of the City's Active Transportation Plan complete with mow curb, decomposed granite, and asphalt paving along roadway west/east of centerline. The configuration will approximate the following: 2' Decomposed Granite Pedestrian path (with 6" mow curb), 8' wide asphalt bicycle path, 2' Decomposed Granite Pedestrian path (with 6" mow curb), and 6" mow curb. Asphalt path will be a minimum of 3" asphalt concrete over a 4" class 2 base. Total width of shared use path will be 12'.
 - **Webster Ave** – Per 6.0-18 Streetscape Landscape design guidelines and planting pallet for Secondary Arterial and Figure 6.0-7 of the PVCCSP for sizing and spacing requirements. Planting will consist of the following, Trees: Lagestroemia indica fauriei Tuscarora Crape Myrtle and Prunus blireana Bliireana

Conditions of Approval

DPR 21-00013

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 November 29, 2021

Flowering Plum in alternating groups of three. Use of drought resistant shrubs and groundcover including but not limited to the following: Lantana camara Patriot Rainbow Compact Lantana, Lantana New Gold, Rhamphiolepis umbellate Dwarf Yedda Hawthorn, Tachelospermum asiaticum Asian Jasmine.

- **Webster to Include Class 1 Shared Use Bicycle Path.** Provide a shared use path, in accordance with the Design Guidelines provided in Section 4 "Mixed Use Tool Kit" of the City's Active Transportation Plan complete with mow curb, decomposed granite, and asphalt paving along roadway west/east of centerline. The configuration will approximate the following: 2' Decomposed Granite Pedestrian path (with 6" mow curb), 8' wide asphalt bicycle path, 2' Decomposed Granite Pedestrian path (with 6" mow curb), and 6" mow curb. Asphalt path will be a minimum of 3" asphalt concrete over a 4" class 2 base. Total width of shared use path will be 12'.
 - **Intersection of Ramona Expressway and Nevada Ave. (S/E Corner)** – Visual enhancement may include but shall not be limited to two tier masonry planters with stucco fascia in crescent shape to scale of setback, proposed by applicant, and Entry Monument Design, shown in Figure 6.0.12 constructed to the Specifications and Construction Details found in the City of Perris Gateway Entry Construction Plans, to be provided by the City of Perris. Install trees, (in a semi-circle or crescent shape on the upper level), with two levels of drought tolerant shrubs in mid-and foreground planters, as depicted in Figure 6.0-15. See Section 5.2.1 and Figure 50-5B.
- b. **Irrigation** – A list of irrigation system components intended to meet the performance, durability, water efficiency, and anti-theft requirements for Special District landscape areas as determined by the Engineering Administration and Special Districts Division. Components shall include, but not be limited to Salco or equal on flexible PVC risers, Sentry Guard Cable Guard and Union Guard, and backflow Wilkens Model 375 (or equal), Rainbird Master Valve PESB-R or equal. Controller shall include an ET based controller with weather station that is centrally controlled capable and wi-fi ready (WeatherTrak ET Pro3 Smart Controller, or equal, with Rain Sensor). At the discretion of the Engineering Administration and Special Districts Division public landscape areas utilizing no more than 6 valves/stations, programmed to irrigate consecutively, and none simultaneously, may propose the use of an alternative ET based controller with weather station that is centrally controlled capable and wi-fi ready, such as the Weathermatic System or equal. Proposed system shall be complete with wireless weather station, aircard with flow, one year bundle service, blade antenna and flow sensor.
- c. **Benefit Zone Quantities** – Include a Benefit Zone quantities table (i.e. SF of planting areas, turf, number of trees, SF. of hardscape, etc.) in the lower right hand corner of the cover sheet for off-site landscape areas, indicating the amount of landscaping the district will be required to maintain.
- d. **Meters** – Each District is required to be metered separately. All electrical and water meters shall be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene and away from street intersections. Show location of separate water and electrical utility meters intended to serve maintenance district areas exclusively. Show locations of water and electrical meter for landscape district. Show location of water and electrical meter for flood control district. Show location of electrical meter for Traffic signal and street lighting district, on respective plans. Coordinate location of meters on landscape and civil engineering plan.
- e. **Controllers** - The off-site irrigation controllers are to be located within the right of way (preferably within the

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off-site landscape area). All point of connection equipment including irrigation controller pedestals, electrical meter pedestals, and backflow preventers are to be in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene, and away from street intersections. Backflow preventers are to be screened on at least three sides with (5) gallon plant material. The fourth side shall be open to the back of the landscape area in order to allow the backflow cage to be opened without interference with plant materials. Backflow cages shall meet the required City of Perris Engineering Standards in effect at the time of approval.

- f. **Recycled Water** - If applicable. The project landscape architect shall coordinate with EMWD to verify if the site will be served with recycled water and design all irrigation and landscape plans to meet the requirements of EMWD and provide additional irrigation components as needed.
 - g. **EMWD Landscape Plan Approval** – The project landscape architect shall submit a copy of all irrigation plans and specifications to EMWD for approval. The project landscape architect must confirm with EMWD that the plans have been approved by EMWD and submit written proof of approval by EMWD prior to the City approving the final Landscape Plans. Until the final landscape plan has been approved by the City of Perris, the maintenance areas depicted cannot be accepted by the City for maintenance. The developer shall coordinate both reviews to ensure acceptability of plans by both EMWD and the City of Perris, prior to approval by either agency.
 - h. **Landscape Weed Barrier** - Weed cloth with a minimum expected life of 10-years shall be required under all gravel, rock, or cobble areas.
 - i. **Wire Mesh and Gravel at Pull Boxes**- Provide wire mesh and gravel layer within valve boxes to prevent rodent intrusion.
 - j. **Concrete Maintenance Band at Medians and Mortar Cobble turn Land** – Provide 12" wide concrete maintenance band (safety edge) around entire median. At turn pockets provide mortared cobble creek bed, round stone sized 6" to 12".
 - k. **Perimeter Walls Graffiti Coating** – Provide anti-graffiti coating at all perimeter walls. Acceptable products shall include Vitrocem Anti-Graffiti Coating or equal.
4. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for only "OFF-SITE" landscape and irrigation inspections at the appropriate stages of construction. Inspections shall be scheduled at least two-working days (Monday through Friday) prior to actual inspection. Contact Public Works-Engineering Administration/Special Districts at (951) 657-3280 to schedule inspections.
- **Inspection #1** - Trenches open, irrigation installed, and system pressurized to 150 PSI for four hours.
 - **Inspection #2** - Soil prepared, and plant materials positioned and ready to plant.
 - **Inspection #3** - Landscaping installed, irrigation system fully operational, and request for "Start of 1 year Maintenance Period" submitted, with all required turn-over submittal items provided to Public-Works Engineering Administration/Special Districts.
 - **Turn-Over Inspection**– On or about the one-year anniversary of Inspection #3, Developer shall call for an inspection to allow the City to review and identify any potential irrigation system defects, dead

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plants, weed, debris or graffiti; stressed, diseased, or dead trees; mulch condition, hardscape or other concerns with the landscape installation; or to accept final turn over of the landscape installation. At his sole expense, the Developer shall be responsible for rectifying system and installation deficiencies, and the one-year maintenance period shall be extended by the City until all deficiencies are cured to the satisfaction of the City. If in the opinion of the City's Landscape Inspector the landscape installation is in substantial compliance with the approved landscaping plans, the irrigation and communication system is functioning as intended, and the landscape installation is found to be acceptable to the City, then the Inspector shall recommend to the City's Special District Coordinator to accept turn-over of water and electrical accounts, wi-fi communication contracts and the entire landscape installation.

5. **One Year Maintenance and Plant Establishment Period**-The applicant will be required to provide a minimum of a one (1) year maintenance and plant establishment period, paid at the sole expense of applicant. This one-year maintenance period commences upon the successful completion of Inspection #3 discussed above, and final approval by the City. During this one-year period the applicant shall be required to maintain all landscape areas free of weeds, debris, trash, and graffiti; and keep all plants, trees, and shrubs in a viable growth condition. Prior to the start of the one-year maintenance period, the Developer shall submit a weekly Landscape Maintenance Schedule for the review and approval by the City's Special Districts Division. City shall perform periodic site inspections during the one-year maintenance period. The purpose of these periodic inspections is to identify any and all items needing correction prior to acceptance by the City at the conclusion of the one-year maintenance period. Said items needing correction may include but are not limited to: replacement of dead or diseased plant materials, weeding, replenishment of mulches, repair of damaged or non-functioning irrigation components, test of irrigation controller communications, etc. During this period, the City shall begin the annual assessment of the benefit zone in preparation for the landscape installation turn-over to City maintenance staff.
6. **Street/Off-Site Improvements.** The applicant shall submit street improvement plans, accompanied by the appropriate filing fee to the City Engineering Department. Details of treatments off-site improvements, including lighting shall meet both the City Engineer's Design Guidelines, and the additional requirements of the Engineering and Special Districts Division. Components shall include, but not be limited to:
 - a. **Street Lighting**-If Street lighting is required, lighting shall meet the type, style, color, and durability requirements, necessary for energy efficiency goals, maintenance, and longevity of improvements of the City Engineer's Office. As determined by the City, new streetlights may be required to be deeded to City of Perris, and not SCE. Streetlights deeded to City of Perris shall be constructed per LS-3 account billing standard, which shall include an individually metered pedestal for streetlights.
 - b. **Acceptance By Public Works/Special Districts**- Lighting District facilities required by the City Engineer's Office shall be installed and fully operational and approved by final inspection by the City Engineer's Office, and the City's Consulting Traffic Signal Inspection Team (Riverside County TLMA) at (951) 955-6815. Prior to acceptance for maintenance of "Off-site" traffic signal and lighting facilities by the Public Works-Engineering and Administration Division/Special Districts, the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items. Prior to acceptance into Lighting District 84-1, coordinate turn-over information pertaining to Street Lights, and Traffic Signal Electrical/SCE Service Meters with Wildan Financial Services, the City's Special Districts Consulting Firm at (951) 587-3564. (i.e. Provide electrical meter number, photo of pedestal, and coordinate "request for transfer of billing information" with SCE and City for all new service meters). Developer shall pay 18-month energy charges to the City of Perris for all off-site street lighting. Call Wildan Financial Services, Inc. for amount due, and to

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obtain receipt for payment. Obtain and provide a clearance form from Riverside County TLMA indicating completion of all punch list items from traffic signal construction. Submit one large format photo-copy of Traffic Signal as-built plans and timing sheets.

7. **Water Quality Management Plans.** The applicant shall submit a Preliminary and Final WQMP, accompanied by the appropriate filing fee to the Planning Department and City Engineering Department, respectively. Details for treatment control facilities shall meet both the Riverside County WQMP Design Guidelines, and the additional requirements of the Engineering and Special Districts Division intended to reduce long term maintenance costs and longevity of improvements. Components shall include, but not be limited to:
 - **Storm Drain Screens-**if off-site catch basins are required by the City Engineer's Office, connector pipe screens shall be included in new catch basins to reduce sediment and trash loading within storm pipe. Connector pipe screens shall the type, style, and durability requirements of the Public Work's Engineering Administration and Special Districts Division.
 - **WQMP Inspections-** The project applicant shall inform the on-site project manager and the water quality/utilities contractor of their responsibility to call for both "ON-SITE" and OFF-SITE" WQMP Inspections at the appropriate stages of construction. Contact CGRM at (909) 455-8520 to schedule inspections.
 - **Acceptance By Public Works/Special Districts-**Both on-site and off-site flood control/water quality facilities required for the project, as depicted in the Final WQMP, shall be installed and fully operational, and approved by final inspection by the City's WQMP Consultant, CGRM. The Developer shall obtain a final Clearance Letter from CGRM indicating compliance with all applicable Conditions of Approval for the approved WQMP. The developer shall deliver the same to the Public Works-Engineering and Administration Division/Special Districts. In addition, prior to acceptance by the City, the developer shall submit a Covenant and Agreement describing on-going maintenance responsibilities for on-site facilities per the approved WQMP, to the Public Works Engineering Administration and Special Districts Division. The Public Works Engineering Administration and Special Districts Division will review and approve the Covenant and Agreement. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.
8. **Flood Control District #1 Maintenance Acceptance.** Flood Control District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office. Prior to acceptance for maintenance of "Off-site" flood control facilities by the Public Works-Engineering and Administration Division/Special Districts the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items including as-built storm drain plans in electronic PDF format, one large format photo-copy of as-built plans, storm drain video report in electronic format, and hardcopy of video report with industry standard notations and still photos made during video runs (i.e. facilities sizes, off-sets or damage, facility type, dirt and debris, etc.). The flood control facilities shall be turned over in a condition acceptable to the City, and the developer shall make all necessary repairs and perform initial maintenance to the satisfaction of the City.
9. **Assessment Districts.** Prior to permit issuance, developer shall deposit \$5,250 per district, \$15,750 total due. Payment is to be made to the City of Perris, and the check delivered to the City Engineer's Office. Payment shall be accompanied by the appropriate document for each district indicating intent and understanding of annexation, to be notarized by property owner(s):

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- **Consent and Waiver for Maintenance District No. 84-1-New Street** lighting proposed by the project, as determined by the City Engineer
- **Consent and Waiver for Landscape Maintenance District No. 1** –New off-site parkway and landscape, median, and shared use path proposed by the project on Ramona Expressway, Nevada Ave, and Webster Ave.
- **Petition for Flood Control Maintenance District No. 1** -For Off-site Flood Control Facilities proposed by the project, as determined by the City Engineer.
- Original notarized document(s) to be sent to:
Daniel Louie
Wildan Financial Services
27368 Via Industria, #200
Temecula, CA 92590
- a. Prior to final map recordation or final certificate of occupancy the developer shall annex into the aforementioned districts, posting an adequate maintenance performance bond to be retained by the City as required by the City Engineer. Upon receipt of deposit and Consent and Waiver Forms, the developer shall work with City to meet all required milestones for annexations.
- i. City prepares the Engineer's Reports which includes a description of the improvements to be maintained, an annual cost estimate and annual assessment amounts.
- ii. Reports are reviewed and approved by the property owner. The assessment ballots will be based on these Reports.
- iii. The Reports and corresponding resolutions are placed, for approval, on the City Council Meeting Agenda. City Council action will include ordering the assessment ballots and setting a Public Hearing for no sooner than 45 days. Property owner attendance at this City Council Meeting is not required.
- iv. The assessment ballots are sent to the property owner and are opened by the City Clerk at the close of the Public Hearing. With a "YES" vote by the property owner the City Council can move forward with the Resolution that Confirms the Annexation. Property owner attendance at this Public Hearing is not required.
- v. Confirmation by the City Council completes the annexation process, and the condition of approval has been met.

Conditions of Approval

DPR 21-00013



Dennis Grubb and Associates, LLC
Assisting Cities Build Safe Communities

Fire Department Development Review Comments

April 6, 2022

City of Perris
Attn: Mathew W. Evans
135 N. D Street
Perris, CA 92570-2200

Subject: Development Plan Review for DPR21-00013

As requested, a review of the subject property was completed. The following conditions shall apply.

1. The project shall comply with all requirements set forth by the California Code of Regulations Title 24 Parts 1-12 respectively.
2. The adopted edition of the California Code of Regulations, Title 24, Parts 1 through 12, and the Perris Municipal Code shall apply at the time the architectural plans are submitted for construction permits.
3. Prior to the to the issuance of a grading permits, evidence of sufficient fire flow of 4,000 GPM for 4- hours shall be provided to the City of Perris. The City of Perris Building and Fire Marshal Water Available/Fire Flow Form shall be utilized.
4. A fire department access road complying with the CFC, Chapter 5 and the approved fire department access plans shall be installed prior to building construction.
5. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction.
6. All required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 3-feet shall be maintained at all times.
7. The Fire Department Connection (FDC) shall be located within 150 feet of a public fire hydrant. The fire hydrant shall be on the same side of the street. A vehicle access roadway/approach shall not be placed between the FDC and fire hydrant.
8. Prior to construction a temporary address sign shall be posted and clearly visible from the street.
9. The permanent building address shall be provided and either internally or externally lighted during hours of darkness. The address shall be clearly visible from the street

6560 Van Buren Blvd, Ste B, Riverside, CA. 92503
(800) 975-7395 * (951) 772-0007

fronting the property and comply with California Fire Code Section 505.1 for size and color.

10. City of Perris approval shall be obtained prior to the storage and/or use of hazardous materials as defined by the California Fire Code.
11. The building shall be provided with an automatic fire sprinkler system in accordance with NFPA 13. Construction plans shall be submitted for review and approval to the City of Perris prior to installation.
12. Prior to building final, the building shall be provided with a Knox Lock key box located no more than seven-feet above the finished surfaced and near the main entrance door.
13. Prior to the issuance of a Certificate of Occupancy the building shall be provided with an emergency radio communication enhancement system. The emergency radio communication enhancement system shall meet the requirements of CFC § 510 and all applicable subsections. The system shall be installed and inspected by the City of Perris Building Department before the Certificate of Occupancy is issued. The requirement can be waived by the Fire Marshal if the building is evaluated by an Emergency Radio Communication Specialist license by FCC, who certifies the building meets the emergency communications capability as specified by the California Fire Code § 510. The certification shall be in the form of a written report which outlines the analysis used in determining the building meets the emergency communications without an enhancement system.

Respectfully,



Dennis Grubb, CFPE

6560 Van Buren Blvd, Ste B, Riverside, CA. 92503
(800) 975-7395 * (951) 772-0007



CITY OF PERRIS
COMMUNITY SERVICES

MEMO

Date: August 2, 2023
To: Patricia Brenes, Project Planner
From: Sabrina Chavez, Director of Community Services
Cc: Arcenio Ramirez, Assistant Director of Community Services
Arturo Garcia, Parks Manager
Joshua Estrada, Parks Coordinator
Subject: Development Plan Review 21-00013 – Ramona Gateway Warehouse –
Comments

Community Services Staff reviewed DPR 21-00013 and offer the following comment(s):

Development Impact Fees

- The Project is subject to payment of Industrial Park Development Impact Fees.
- The Project is subject to payment of Residential Park Development Impact Fees.
- This Project is subject to payment of Public Art Development Impact Fees.

Special Districts

- The project shall annex into the Community Facilities District No. 2018-02 (Public Services)

SRC COMMENTS	
*** BUILDING & SAFETY ***	
Planning Case File No(s):	DEVELOPMENT PLAN REVIEW #21-00013
Case Planner:	Mathew Evans (951) 943-5003,
Applicant:	Daniel Sachs
Location:	SW Corner of Ramona Expressway and Webster Ave
Project:	Proposal to construct a 850,224 SF industrial building, and a 37,215 SF shopping center
APN(s):	317-120-017, 317-130-017 – 021 and 048
Reviewed By:	David J. Martinez, CBO
Date:	10-19-2021

BUILDING AND SAFETY CONDITIONS

1. Shall comply with the latest adopted State of California 2019 editions of the following codes as applicable:
 - A. 2019 California Building Code
 - B. 2019 California Electrical Code
 - C. 2019 California Mechanical Code
 - D. 2019 California Plumbing Code
 - E. 2019 California Energy Code.
 - F. 2019 California Fire Code
 - G. 2019 California Green Building Standards Code.
2. You will be required to provide proper fire access to the entire site.
3. The proposed site will have to comply with the new EV charging station regulations.
4. You will have to comply with the Title 24 and ADA Access regulations for the complex and the site.
5. You will have to comply with the Solar regulations
6. No building will be allowed to be built over any parcel lines. The Parcel Map must be recorded prior to the issuance of any building permits

PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS

1. The following items shall be completed and/or submitted as applicable – prior to the

issuance of building permits for this project:

- A. Precise grading plans shall be approved
- B. Rough grading completed
- C. Compaction certification
- D. Pad elevation certification
- E. Rough grade inspection signed off

FIRE CONDITIONS: To Be provided by Dennis Grubb

EXHIBIT E
TO
RAMONA GATEWAY COMMERCE CENTER DEVELOPMENT AGREEMENT
Welcome Sign Design Concept

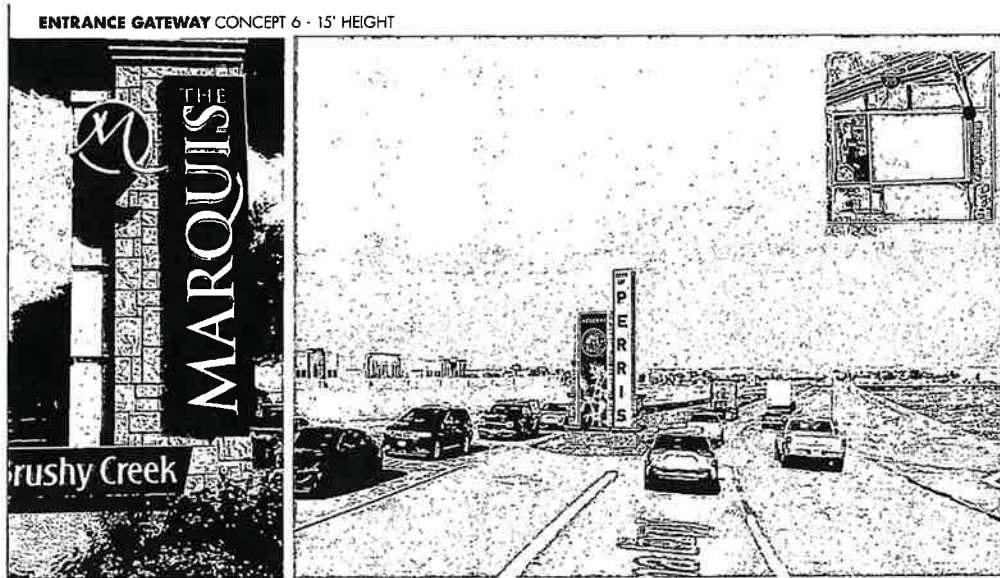


EXHIBIT E

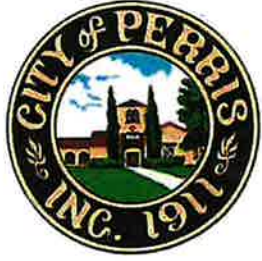
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2859/037320-0002
18087342.5 a07/25/23
01006.0005/847810.2

Exhibit B-2

Certificate of Occupancy Letter

(see attached)



CITY OF PERRIS

101 North "D" Street
Perris, California 92570
(951) 943-6100

Travis Duncan
DECA Co.
201 Spear Street, #1100
San Francisco, CA 94105

Re: Ramona Gateway Commerce Center

Dear Mr. Duncan:

Pursuant to the construction and buildout of the Ramona Gateway Commerce Center project ("Project"), the Project's Development Agreement (DA) pursuant to Section 3.3 states:

a. Notwithstanding the foregoing, prior to receiving a Temporary or Final Certificate of Occupancy for the Industrial Project, in addition to the Project Off-site Public Improvements described in Section 4.3 below, Developer shall complete the following improvements (the "Backbone Retail Improvements"): (i) grading of the Retail Project site; (ii) construction of the utilities up to the Retail Project site; (iii) construction of the Ramona Expressway entrance (Driveway 5) into the Retail Project; (iv) construction of the traffic signal located at the Ramona Expressway entrance to the Retail Project; (v) construction of the frontage improvements for the Retail Project as described in Exhibit C; and (vi) construction of the Retail Project's east/west drive aisle. In addition, Developer shall have completed construction of at least one of the parcels in the Retail Project, with all City inspections completed and signed off, and the retail business is in operation and open to the public. Notwithstanding anything to the contrary contained herein, Developer shall not be considered to be in default of this Agreement if, as a result of a Permitted Delay, Developer is unable to meet the timing requirements in this Section 3.3(c) and Developer is diligently pursuing the construction of the Backbone Retail Improvements and Project Off-site Public Improvements.

b. Temporary Certificate of Occupancy. Notwithstanding the timing of the improvements described in Section 3.3(c) above, City may, at City's sole discretion, issue a temporary Certificate of Occupancy for the Industrial Project if: (i) adequate access to the Industrial Project site has been provided; and (ii) Developer is progressing with the construction of the Backbone Retail Improvements and Retail Project .

The City is excited to see the Project implemented and will work with DECA to complete the project in accordance with the Project approvals and terms of the DA. Should DECA have completed the industrial building and the Retail Backbone Improvements, and should DECA be progressing with the remainder of the Retail Project, the City would exercise its discretionary right under the DA to provide the industrial building a TCO at that time. Additionally, should DECA have completed the industrial building, the Retail Backbone Improvements, and the construction of at least one of the parcels in the Retail Project, the City would exercise its discretionary right under the DA to provide the industrial building a CO at that time. We look forward to working with DECA and meeting their goals and timeline for this project.

Sincerely,

Clara Miramontes
City Manager

Exhibit B-3

Improvement Agreement

(see attached)

4888-1764-0146, v. 1

RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:

CITY OF PERRIS - City Clerk's Office
101 N. D St.
Perris CA 92570
ATTN: Judy L. Haughney, CMC
Assistant City Clerk

**This document was electronically submitted
to the County of Riverside for recording**
Received by: AMINAH #6123

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NCS-1045091M-ONT1

Exempt from recording fee, per Government Code
Section 6103

CITY OF PERRIS, CALIFORNIA

By: _____
City Clerk

**AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS
PARCEL/TRACT MAP NO. 38292**

among

THE CITY OF PERRIS,
a California municipal corporation,

PERRIS LANDCO LLC
a Delaware limited liability company,

THE RICHARD M. CHEN LIVING TRUST DATED MARCH 30, 2020,

WF FERON, LLC,
a California limited liability company,

and

**JAMES CRAWFORD, AS SUCCESSOR TRUSTEE OF THE GLENN L.
ROWLEY 2002 TRUST DATED APRIL 22, 2002**

**AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS
PARCEL/TRACT MAP NO. 38292**

I. PARTIES AND DATE.

This Agreement for the Completion of Public Improvements (“Agreement”) is entered into as of this 26 day of March, 2024, by and among the City of Perris, a California municipal corporation (“City”), Perris Landco LLC, a Delaware limited liability company, with its principal office located at 201 Spear Street, Suite 1100, San Francisco, California 94105 (“Developer”), The Richard M. Chen Living Trust Dated March 30, 2020, WF Feron, LLC, a California limited liability company, and James Crawford, as Successor Trustee of The Glenn L. Rowley 2002 Trust Dated April 22, 2002 (collectively, “Owner”). City, Owner and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

II. RECITALS.

A. Developer (or wholly owned subsidiaries of Developer) have entered into purchase and sale agreements with each Owner, which provide Developer (or such wholly owned subsidiaries of Developer) with the right to acquire the Property (as defined below) from each Owner upon satisfaction of the closing conditions set forth therein.

B. On September 30, 2021, Developer submitted to City an application for approval of a tentative parcel/tract map for real property located within City, a legal description of which is attached hereto as Exhibit “A” (“Property”). The tentative tract map was prepared on behalf of Developer by PBLA Engineering, Inc., and is identified in City records as Parcel/Tract Map No. 38292 (“Parcel/Tract No. 38292”).

C. Developer’s application for a tentative parcel/tract map for Parcel/Tract No. 38292 was deemed complete on October 28, 2022. On March 14, 2023, the Perris City Council conditionally approved Developer’s application for a tentative parcel/tract map for Parcel/Tract No. 38292.

D. Developer has not completed all of the work or made all of the public improvements required by Section 18.24.040 of the City’s Municipal Code, the Subdivision Map Act (Government Code sections 66410 *et seq.*) (“Map Act”), the conditions of approval for Parcel/Tract No. 38292, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

E. Pursuant to Section 18.24.030 of the City’s Municipal Code and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the Security (as defined herein) therefor, acceptable to the City Engineer and City Attorney, for Parcel/Tract No. 38292.

F. Developer’s and Owner’s execution of this Agreement and Developer’s provision of the Security are made in consideration of City’s approval of the final map for Parcel/Tract No. 38292.

III. TERMS.

1.0 Effectiveness. This Agreement shall not be effective unless and until all four of the following conditions are satisfied: (a) Developer provides City with the Security as required by this Agreement; (b) Developer, Owner and City execute and cause this Agreement to be recorded in the Recorder's Office of the County of Riverside; (c) the City Council of the City ("City Council") approves the final map for Parcel/Tract No. 38292; (d) Developer causes the final map for Parcel/Tract No. 38292 to be recorded in the Recorder's Office of the County of Riverside; and (e) Developer (or any wholly owned subsidiary) acquires the Property from Owner. If the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by City, Owner or Developer, and Developer may not thereafter cause the final map for Parcel/Tract No. 38292 to be recorded.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of Parcel/Tract No. 38292, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for Parcel/Tract Map No. 38292 ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B", which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety in accordance with the requirements shown on the plans, profiles, and specifications for Parcel/Tract Map No. 38292 and conditions of approval for DPR 21-00013. Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any construction of the Public Improvements, Developer shall, at its sole cost, expense, and liability, or shall cause the applicable contractors or parties to, obtain all necessary permits and licenses and give all necessary notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct such work or shall ensure that any other party performing such work does so in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer or its designee. Prior to commencing any construction of the Public Improvements, Developer shall provide a written statement to the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made

all deposits legally required by the utility or completed all required work for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City (collectively, the "Approved Plans"), as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on the Approved Plans, and any subsequent alterations thereto. If, during the course of construction and installation of the Public Improvements, it is determined by City that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City in accordance with the conditions of approval for DPR 21-00013. Any and all alterations in the Approved Plans and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of Public Improvements and Landscaping. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City. Maintenance shall include, but shall

not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it fails to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to commence its maintenance obligation under this section within ten (10) days after receipt of notice from City to do so or fails to complete the applicable maintenance obligation within thirty (30) days after receipt of notice from City (provided, however, in the event Developer is diligently working to complete such maintenance obligations in good faith and such maintenance obligations are not completed within such thirty (30) day period, then Developer shall have such additional time as is reasonably necessary to complete such maintenance obligations, which in no event shall exceed sixty (60) days after receipt of the aforementioned notice from City), City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance by City. Upon acceptance by City of the Public Improvements, Developer shall not be responsible or liable for the maintenance or care of the Public Improvements and shall no longer be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition (except as required during the Warranty period, as more particularly described below).

4.0 Construction Schedule. Unless extended pursuant to Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within twenty-four (24) months following approval of the final map for Tract No. 38292; provided, however, the time period(s) specified in the for completion of the Public Improvements shall be extended because of any delays due to unforeseeable causes beyond the reasonable control and without the fault or negligence of Developer, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Developer shall within ten (10) days of the commencement of such delay notify City in writing of the causes of the delay. City shall reasonably evaluate the facts and the extent of delay, and extend the time for completion of the Public Improvements for the period of the enforced delay when and if in the reasonable judgment of City such delay is justified. City's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Developer be entitled to recover damages against City for any delay in the performance of this Agreement, however caused, except solely as the result of the gross negligence or willful misconduct of City or its employees, officials, and/or agents, Developer's sole remedy being extension of the Agreement pursuant to this Section.

4.1 Extensions. Subject to Section 4.0 above, City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the Security required under Section 13.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defenses of laches, estoppel, statutes of limitations, and other

limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the Security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion; provided, however, any revisions to the provisions of this Agreement shall require prior notice to and reasonable consent of Developer.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Parcel/Tract No. 38292 shall conform to all applicable federal, state, and local laws, ordinances, regulations, and other applicable requirements, including City's grading regulations. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 13.0 et seq. of this Agreement.

6.0 Utilities. Developer shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within Parcel/Tract No. 38292 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. All utilities shall be installed underground.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Parcel/Tract No. 38292.

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

9.0 Default; Notice; Remedies.

9.1 Notice. If Developer fails to fulfill or timely complete any obligation, term, or condition of this Agreement within the time frame required hereunder (subject to any extension as permitted hereunder), or if City reasonably determines there is a violation of any applicable federal, state, or local law, ordinance, regulation, code, standard, or other applicable requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement

and make written demand upon Developer or its surety, or both, to remedy the default or violation within the cure period provided in this Agreement (“Notice”). Developer shall substantially commence the work required to remedy the default or violation within fifteen (15) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City shall include such information in the Notice to Developer and Developer shall commence the required work within forty-eight (48) hours after receipt of the Notice. Immediately upon City’s issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 10.0 of this Agreement.

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion reasonably acceptable to City within thirty (30) days after Developer’s receipt of the Notice (provided, however, in the event Developer is diligently working to cure such default or violation in good faith and such default or violation is not reasonably susceptible of being cured within such thirty (30) day period, then Developer shall have such additional time as is reasonably necessary to complete such cure, which in no event shall exceed sixty (60) days after receipt of the Notice), City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City’s right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none, of the required or agreed upon Public Improvements at the time of City’s demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, in accordance with Chapter 18.40 of the Perris Municipal Code, if conditions precedent for reversion of acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer of its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to Section 9.0 *et seq.* of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively. City may institute an action for damages, injunctive relief, or specific performance. Notwithstanding the foregoing or anything to the contrary contained herein, in no event shall City be entitled to bring any action or proceeding under the terms of this Agreement against Developer seeking to recover consequential or speculative damages (including for lost profits) or punitive damages and City expressly waives any right to recover consequential or speculative damages (including for lost profits) or punitive damages from Developer.

10.0 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time period required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable

attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

11.0 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer as required under this Agreement and approved by the City Engineer, and if the Improvements comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. After the completion of the Public Improvements in accordance with this Agreement and City's verification of such, City shall accept the Public Improvements within ninety (90) days of receiving a written request from Developer for City to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time frame required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted Public Improvements in accordance with California Civil Code Section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor. If Parcel/Tract No. 38292 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

12.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a condition reasonably acceptable to City in accordance with the conditions of approval for DPR 21-00013, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under applicable federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement for the remaining applicable Warranty period(s).

13.0 Security; Surety Bonds. Prior to execution of this Agreement, Developer shall provide City with surety bonds (the "Bonds") or an irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City in the amounts and under the terms set forth below (the "LOC") The Bonds or LOC, as applicable, shall be referred to herein as the "Security"). The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping ("Estimated Costs"). If City determines, based on updated documentation and information from the City Engineer, that the Estimated Costs have changed during the term of this Agreement, Developer shall adjust the Security in the amount requested by City based on the information from the City Engineer. Developer's compliance with this provision (Section 13.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

13.1 Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 9.0 et seq. of this Agreement, and to secure Developer's Warranty of the Public Improvements, including the maintenance of all landscaping as required under this Agreement and applicable conditions of approval for DPR 21-00013, Developer shall provide City a faithful performance bond or the LOC, as applicable, in the amount of Four Million Three Hundred Eighty Three Thousand Eight Hundred and Eighty Four Dollars and Ninety Five Cents (\$4,383,884.95), which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City Council may, in its sole and absolute discretion, partially release a portion or portions of the Security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default (after applicable notice and cure periods) of any provision of this Agreement or material condition of approval for Parcel/Tract No. 38292, and the total remaining Security is not less than twenty-five percent (25%) of the Estimated Costs. All Security provided under this section that is required to remain after acceptance by City of the Public Improvements shall be released at the end of the Warranty period, or any extension thereof as provided in Section 12.0 of this Agreement, provided that Developer is not in default (after applicable notice and cure periods) of any material provision of this Agreement or material condition of approval for Parcel/Tract No. 38292.

13.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond or the LOC, as applicable, in the amount of Four Million Three Hundred Eighty Three Thousand Eight Hundred and Eighty Four Dollars and Ninety Five Cents (\$4,383,884.95), which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The Security provided under this section shall be released by written authorization of the City Engineer within sixty (60) days from the date City accepts the final Public Improvements. The amount of such Security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

13.3 Additional Requirements. The surety for the Bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, shall be licensed to do business in

California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the Approved Plans for the Public Improvements shall in any way affect its obligation on the Security.

13.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C", unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

14.0 Monument Security. Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Parcel/Tract No. 38292 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit cash with City in the amount of Twenty Five Thousand Dollars (\$25,000), which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit shall be released by written authorization of the City Engineer within sixty (60) days after delivery of such authorization after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in material default of any provision of this Agreement or condition of approval for Parcel/Tract No. 38292.

15.0 Lien. In the event Developer breaches this Agreement (after applicable notice and cure periods) and City is required to expend costs as permitted hereunder, Developer or its surety shall be required to reimburse City for such costs within forty-five (45) days. If Developer fails to pay such reimbursement within such 45-day period, then such amount shall become a lien in favor of City against all portions of the Property not dedicated to City or some other governmental agency for a public purpose; provided, however, with respect to Developer's default on those obligations for which Security has been provided pursuant to Sections 13.0 et seq. and 14.0 of this Agreement, City shall first attempt to collect against such Security prior to exercising its rights as a contract lienholder under this section.

16.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal

expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City, its elected officials, officers, employees, and/or agents, as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement for a period of one (1) year and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

17.0 Insurance.

17.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

17.1.1 General Liability. Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

17.1.2 Business Automobile Liability. Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 Workers' Compensation. Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

17.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

17.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, and agents; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

17.3 Additional Insured; Separation of Insureds. The Required Insurance shall name City, its elected officials, officers, employees, and agents as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, and agents.

17.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, and agents. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 Certificates; Verification. Developer and its contractors shall furnish City with certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days prior written notice to City.

17.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

18.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal, except for any claim or demand arising out of the sole negligence or willful misconduct of City.

19.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to Parcel/Tract No. 38292, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City, Owner or Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

20.0 General Provisions.

20.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

20.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement; provided, however, neither Owner nor Developer shall not be required to take any additional acts or sign any additional documents that would materially increase Owner’s or Developer’s obligations hereunder or decrease Owner’s or Developer’s rights hereunder.

20.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, and agents, except as otherwise specified in this Agreement. All references to Owner include all personnel, employees, agents, and subcontractors of Owner, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

20.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

CITY OF PERRIS
City Clerk
101 N. “D” Street
Perris, CA 92570

DEVELOPER:

PERRIS LANDCO LLC
201 Spear Street, Suite 1100
San Francisco, CA 94105
Attn: Daniel Sachs
Email: Daniel.sachs@decaco.com

With a copy to:

BFLP RE HOLDINGS LLC
c/o Wildcat Capital Management, LLC
888 Seventh Avenue, 37th Floor
New York, NY 10106
Attn: George Stone & Brian Rosenblatt
Email: Gstone@wildcatcap.com
Email: Brosenblatt@wildcatcap.com

OWNER:

James Crawford, as Successor Trustee of the
Glenn L. Rowley 2002 Trust Dated April 22, 2002
11401 Petit Street
Moreno Valley, California 92555
Attn: James Crawford
E-mail: jc43@roadrunner.com

The Richard M. Chen Living Trust dated March 30, 2020
1209 Gold Flower Road
Carlsbad, CA 92011
Attn: Chris Chen

WF Feron, LLC
620 Arrow Highway
La Verne, CA 91750
Attn: Janice Wilkins
E-mail: Janice@wfconstruction.com

Depending upon the method of transmittal, notice shall be deemed received as follows: by electronic mail, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

20.5 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties, except the execution of Owner shall not be required after transfer of the Property to Developer.

20.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

20.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein at any time without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer; provided however, City shall not unreasonably withhold, condition, or delay its consent for Developer to assign its rights and obligations in and under the Agreement to an affiliate, subsidiary or successor by merger or acquisition or successor to all or substantially all of the assets of such party at any time and without consent. Unless specifically stated to the contrary in City's written consent, any assignment,

hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

20.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

20.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

20.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

20.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs, which shall include, without limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (a) post judgment motions and appeals, (b) contempt proceedings, (c) garnishment, levy, and debtor and third party examination, (d) discovery, and (e) bankruptcy litigation. This section shall survive the termination or expiration of this Agreement.


20.13 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

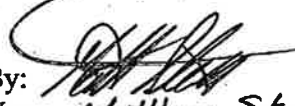
20.14 Termination. This Agreement will automatically terminate upon the satisfaction of the following: (i) the completion of the Public Improvements, (ii) acceptance of the Public Improvements by City, and (iii) release of the Security.

[Signature page follows]

CITY OF PERRIS

PERRIS LANDCO LLC, a Delaware limited liability company


By: 
(signature)
Clara Miramontes, City Manager
(print name)

By: 
Name: Matthew Stern
Title: Managing Director

City Manager
City of Perris

**WF FERON, LLC,
a California limited liability company**

ATTEST:

By: 
(signature)
Nancy Salazar, City Clerk
(print name)
City Clerk
City of Perris

By:
Name: Janice Wilkins
Title: Manager

**THE GLENN L. ROWLEY 2020 TRUST
DATED APRIL 22, 2002**

**THE RICHARD M. CHEN LIVING
TRUST DATED MARCH 30, 2020**

By:
Name: James Crawford
Title: Successor Trustee

By:
Name: Chris Chen
Title: Trustee

NOTE: DEVELOPER'S AND OWNER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

ACKNOWLEDGMENT

CAPACITY CLAIMED BY SIGNER:

- ~ Individual(s)
- ~ Corporate _____
- Officer(s) _____
- ~ Partner(s)
- ~ Attorney-in-Fact
- ~ Trustee(s)
- ~ Subscribing Witness
- ~ Guardian/Conservator
- ~ Other _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

STATE OF CALIFORNIA

COUNTY OF San Francisco

On March 19, 2024, before me, the undersigned notary public, personally appeared Matthew G. Miller and Matthew S. Stern, ~ personally known to me OR ~ 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.

WITNESS my hand and official seal.

[Signature]
Signature of Notary



CITY OF PERRIS

PERRIS LANDCO LLC, a Delaware limited liability company

By: _____
(signature)

By:
Name:
Title:

(print name)

City Manager
City of Perris

WF FERON, LLC,
a California limited liability company

ATTEST:

By: _____
(signature)

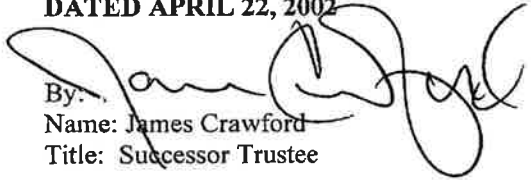
By:
Name: Janice Wilkins
Title: Manager

(print name)

City Clerk
City of Perris

THE GLENN L. ROWLEY 20202 TRUST
DATED APRIL 22, 2002

THE RICHARD M. CHEN LIVING
TRUST DATED MARCH 30, 2020

By: 
Name: James Crawford
Title: Successor Trustee

By:
Name: Chris Chen
Title: Trustee

"Please See attached
For CA Civil Code Section 1189
Compliant Acknowledgment"

NOTE: DEVELOPER'S AND OWNER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

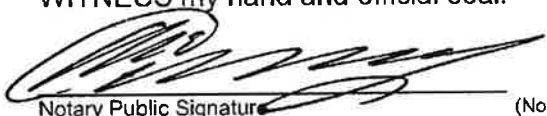
County of Riverside }

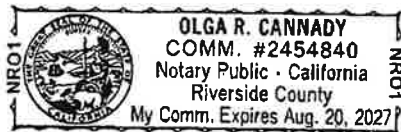
On March 19, 2024 before me, Olga R. Cannady, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.


Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Agreement for Completion of
Public Improvements Parcel
Tract map NO. 38292
(Title or description of attached document continued)
Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER
 Individual (s)
 Corporate Officer

(Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

CITY OF PERRIS

PERRIS LANDCO LLC, a Delaware limited liability company

By: _____
(signature)

By:
Name:
Title:

(print name)

City Manager
City of Perris

WF FERON, LLC,
a California limited liability company

ATTEST:

By: _____
(signature)

By:
Name: Janice Wilkins
Title: Manager


(print name)

City Clerk
City of Perris

THE GLENN L. ROWLEY 2020 TRUST
DATED APRIL 22, 2002

THE RICHARD M. CHEN LIVING
TRUST DATED MARCH 30, 2020

By:
Name: James Crawford
Title: Successor Trustee

By: 
Name: Chris Chen
Title: Trustee

SEE ATTACHED
CALIFORNIA NOTARY CERTIFICATE
3-19-24 JMM

NOTE: DEVELOPER'S AND OWNER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 San Diego)

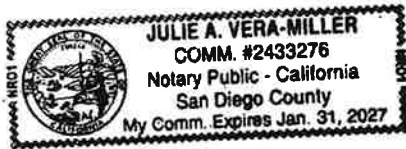
On March 19, 2024 before me, Julie A. Vera-Miller, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Chris Chen
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Julie A. Vera-Miller, Notary Public
Commission Expires: January 31, 2027

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Agreement for Completion of Public
Title or Type of Document: Improvements Parcel Parcel 38292
Document Date: Signed March 19, 2024 Number of Pages: 15pp
Signer(s) Other Than Named Above: NONE other signers

Capacity(ies) Claimed by Signer(s)
Signer's Name: Chris Chen
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: The Richard M. Chen Living Trust 3/20/2020

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CITY OF PERRIS

PERRIS LANDCO LLC, a Delaware limited liability company

By: _____
(signature)

By:
Name:
Title:

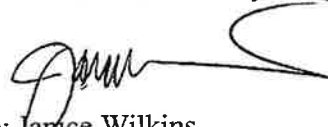
(print name)

City Manager
City of Perris

ATTEST:

WF FERON, LLC,
a California limited liability company

By: _____
(signature)

By: 
Name: Janice Wilkins
Title: Manager

(print name)

City Clerk
City of Perris

THE GLENN L. ROWLEY 2020 TRUST
DATED APRIL 22, 2002

THE RICHARD M. CHEN LIVING
TRUST DATED MARCH 30, 2020

By:
Name: James Crawford
Title: Successor Trustee

By:
Name: Chris Chen
Title: Trustee

NOTE: DEVELOPER'S AND OWNER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Los Angeles)
On March 21, 2024 before me, Kandie Phelps, notary public
Date Here Insert Name and Title of the Officer
personally appeared Janice Wilkins
Janice Name(s) of Signer(s)

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 Kandie Phelps
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

ACKNOWLEDGMENT

CAPACITY CLAIMED BY SIGNER:

- ~ Individual(s)
- ~ Corporate _____
- Officer(s) _____
- ~ Partner(s)
- ~ Attorney-in-Fact
- ~ Trustee(s)
- ~ Subscribing Witness
- ~ Guardian/Conservator
- ~ Other _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

STATE OF CALIFORNIA }
 }
 COUNTY OF _____ }

On _____, 2024, before me, _____, the undersigned notary public, personally appeared _____, ~ personally known to me OR ~ 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.

WITNESS my hand and official seal.

Signature of Notary

Exhibit "A"

Legal Description

A.P.N.: 317-120-021, 317-130-017, 317-130-021, 317-130-025 and 317-130-048

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

PARCELS 1 THROUGH 8, INCLUSIVE, LOTS "A", "B" AND "C" OF PARCEL MAP NO. 38292, IN THE CITY OF PERRIS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 258, PAGES 13 THROUGH 17, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "B"**LIST OF PUBLIC IMPROVEMENTS****PARCEL/TRACT NO. 38292**

- Ramona Expressway (Expressway - 184'/134') along the property frontage within the dedicated right-of-way shall be improved to provide for deceleration and acceleration Lanes, width and length as determined by the project Traffic Engineer as approved by the City Engineer, asphalt paving (using a TI of 11.0 and PG 70-10), 8 inch curb and gutter and Class I Shared Use Path per the Active Transportation Plan and streetlights subject to the photometric analysis, per City of Perris, County of Riverside and Caltrans standards.
- An additional vehicular travel lane shall be provided on westbound Ramona Expressway from Webster Avenue to Nevada Avenue. Caltrans and/or Riverside Transportation Department may then evaluate whether restriping of Ramona Expressway west of Nevada Avenue is required to provide an adequate receiving lane and transition to the I-215 freeway onramp. If, after this evaluation, it is determined that restriping is required, and the developer/property is unable to obtain the required encroachment permit, then the City Engineer, in his sole and absolute discretion, may allow the developer/property owner to provide a \$25,000 in lieu payment.
- Nevada Avenue (Collector – 66'/44') along the property frontage within the dedicated right-of-way shall be improved to provide asphalt paving (using a TI of 11.0 and PG 70-10), 6 inch curb and gutter and Class I Shared Use Path per the Active Transportation Plan and streetlights subject to the photometric analysis, per City of Perris, County of Riverside and Caltrans standards per General Plan.
- Webster Avenue (Secondary Arterial – 94'/70') along the property frontage within the dedicated right-of-way shall be improved to provide asphalt paving (using a TI of 11.0 and PG 70-10), 6 inch curb and gutter and Class I Shared Use Path per the Active Transportation Plan and streetlights subject to the photometric analysis, per City of Perris, County of Riverside and Caltrans standards per General Plan.
- The Class I Shared Use Path shall include an 10 foot wide concrete section enclosed by 6 inch mow curbs.
- Traffic signals shall be installed at the intersection of Ramona Expressway and Nevada Avenue and at the intersection of Ramona Expressway and the westerly driveway to the Retail Site.
- The traffic signal at the intersection of Ramona Expressway and Webster Avenue shall be modified to accommodate the improvements.

- The extent of the design of the traffic signals shall be as approved by the City Engineer.
- The developer/property shall install a storm drain bypass system from the future detention basin on the west side of Nevada Avenue to Webster Avenue, through the Industrial Site. This system shall be connected, via underground storm drain facility, to the Perris Valley Master Drainage Plan Facility Line E-7. The system shall accommodate the 100 year storm event and its type, design and alignment shall be as approved by the City Engineer.
- The runoff from the Retail Site and the Industrial Site shall be collected onsite and shall be connected, via underground storm drain facility, to Perris Valley Master Drainage Facility Line E-7 as approved by the City Engineer.
- The conditions of the existing pavement on Ramona Expressway, Nevada Avenue and Webster Avenue along the property frontage shall be evaluated by the developer/property owner in order for the City Engineer to determine the extent of pavement rehabilitation. If the existing pavement is in good condition, the developer/property owner may use grind and overlay technique as determined by the City Engineer.
- The developer/property owner shall provide for utility trench surface repair as directed by the City Engineer.
- Associated existing signing and striping shall be refreshed and any appurtenances damaged or broken during the development of this project shall be repaired or removed and replaced by the developer/property owner to the satisfaction of the City Engineer. Any survey monuments damaged or destroyed shall be reset by qualified professional pursuant to the California Business and Professional Code 8771.

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

PARCEL/TRACT NO. 38292

As evidence of understanding the provisions contained in this Agreement, and of Developer's intent to comply with same, Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: \$ 4,383,884.95

Surety: United Fire & Casualty Company
Attorney-in-fact: Emilie George, Attorney-in-Fact
Address: PO Box 73909, Cedar Rapids, IA 52407 - 3909

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$ 4,383,884.95

Surety: United Fire & Casualty Company
Attorney-in-fact: Emilie George, Attorney-in-Fact
Address: PO Box 73909, Cedar Rapids, IA 52407 - 3909

CASH MONUMENT SECURITY: \$ _____
Amount deposited per Cash Receipt No. _____ Date: _____

BOND NO. 54244037
INITIAL PREMIUM: \$109.957.00
SUBJECT TO RENEWAL

CITY OF PERRIS

PARCEL/TRACT MAP NO. 38292 IMPROVEMENTS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Perris, California (“City”) and Perris Landco LLC (“Principal”), have executed an agreement whereby Principal agrees to install and complete certain designated public improvements, that may include, but are not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, water service, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as a condition of development (“Public Improvements”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Public Improvements Parcel/Tract Map No. 38292 dated _____, 2023 (“Improvement Agreement”);

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and United Fire & Casualty Company (“Surety”), a corporation organized and existing under the laws of the State of Iowa _____, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of ** _____ dollars (\$ 4,383,884.95), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

** Four Million Three Hundred Eighty Three Thousand Eight Hundred Eighty Four and 95/100

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all material respects pursuant to the terms and conditions of the Improvement Agreement, and to indemnify and save harmless City,

its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.


As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included reasonable costs, expenses and fees, including reasonable attorney's fees, actually incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

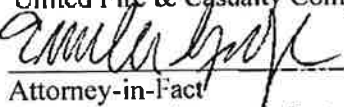
IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Scottsdale, AZ, this 25th day of March, 2024.

Perris Landco LLC

Principal
By: 

President
3/26/24

(print name)

Surety United Fire & Casualty Company
By: 

Attorney-in-Fact
Emilie George, Attorney-in-Fact

(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

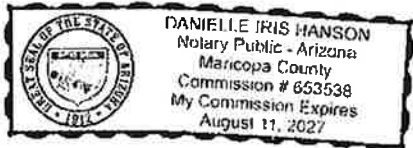
ARIZONA NOTARY ACKNOWLEDGMENT

State of Arizona }
County of Maricopa }

On this MAR 25 2024, before me Danielle Hanson
[Name of Notary Public]

personally appeared Emilie George, whose identity was proven
[Name of Signer]

to me on the basis of satisfactory evidence to be the person who he or she claims to be, and
acknowledged that he or she signed the above/attached document.



Witness my hand and official seal.

(Seal)
[Affix Seal Here]



Signature of Notary Public

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF San Francisco

On March 26, 2024 before me, Matt Miller Notary

Public, personally appeared Daniel Sachs DANIEL SACHS

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: [Handwritten Signature]



----- OPTIONAL -----

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Performance Bond Document Date: 3/26/2024
Number of Pages: 2 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signers Name: Daniel Sachs
 Corporate Officer - Title(s) _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
Other: President
Signer is Representing: _____

Signers Name: _____
 Corporate Officer - Title(s) _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
Other: _____
Signer is Representing: _____



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JAMES W. MOILANEN, YUNG T. MULLICK, P. AUSTIN NEFF, IRENE LUONG, EMILIE GEORGE, CHRISTINE WOOLFORD, DANIELLE HANSON, ALEXANDER R. HOLSHEIMER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 16th day of May, 2024 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 16th day of May, 2022



UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*
Vice President

State of Iowa, County of Linn, ss:

On 16th day of May, 2022, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations



Patti Waddell
Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 25th day of March, 2024.



By: *Mary A. Bertsch*
Assistant Secretary,
UF&C & UF&I & FPIC

BOND NO. 54244037
INITIAL PREMIUM: Included in Performance Bond Cost
SUBJECT TO RENEWAL

CITY OF PERRIS
PARCEL/TRACT MAP IMPROVEMENTS
LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Perris, California (“City”) and Perris Landco LLC (“Principal”), have executed an agreement whereby Principal agrees to install and complete certain designated public improvements, that may include, but are not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, water service, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as a condition of development (“Public Improvements”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Public Improvements Parcel/Tract Map No. 38292 dated _____, 2023 (“Improvement Agreement”);

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney’s fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and United Fire & Casualty Company (“Surety”), a corporation organized and existing under the laws of the State of Iowa, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of ****** DOLLARS, (\$ 4,383,884.95), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs,

** Four Million Three Hundred Eighty Three Thousand Eight Hundred Eighty Four and 95/100

executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included reasonable costs, expenses and fees, including reasonable attorney's fees, actually incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.


IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Scottsdale, AZ, this 25th day of March, 2024.

Perris Landco LLC
Principal

By: 
President

DANIEL SACHS
(print name)

United Fire & Casualty Company
Surety

By: 
Attorney-in-Fact

Emilie George, Attorney-in-Fact
(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

ARIZONA NOTARY ACKNOWLEDGMENT

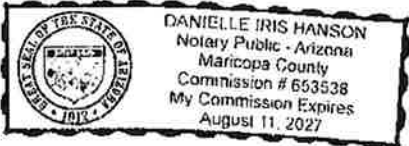
State of Arizona }
County of Maricopa }

On this MAR 25 2024, before me Danielle Hanson
[Name of Notary Public]

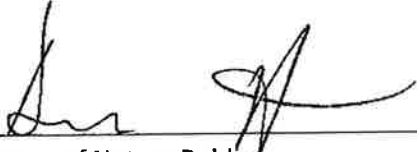
personally appeared Emilie George, whose identity was proven
[Name of Signer]

to me on the basis of satisfactory evidence to be the person who he or she claims to be, and
acknowledged that he or she signed the above/attached document.

Witness my hand and official seal.



(Seal)
[Affix Seal Here]



Signature of Notary Public

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF San Francisco

On March 26, 2024 before me, Matt G. Miller Notary

Public, personally appeared Daniel Sachs

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: [Handwritten Signature]



----- OPTIONAL -----

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: California Material Bond Document Date: 3/26/2024

Number of Pages: 3 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: Daniel Sachs

- Corporate Officer - Title(s) _____
- Partner - Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator

Other: President

Signer is Representing: _____

Signers Name: _____

- Corporate Officer - Title(s) _____
- Partner - Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

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UNITED FIRE & INDEMNITY COMPANY
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Vice President

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Patti Waddell
Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

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UF&C & UF&I & FPIC