



CITY OF PERRIS

PLANNING COMMISSION AGENDA SUBMITTAL

MEETING DATE:

February 15, 2023

SUBJECT:

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.

REQUEST:

Adopt Resolution 23-04 recommending that the City Council certify the Final Environmental Impact Report (SCH 2022040023), adopt the Mitigation and Monitoring and Reporting Program, and approve Specific Plan Amendment 21-05218, Tentative Parcel Map (TPM-38292), Development Plan Review 21-00013, and Development Agreement 22-05297 to facilitate the construction of a 950,224 square foot industrial distribution building, and a commercial development, based on the findings and the Conditions of Approval.

CONTACT:

Kenneth Phung, Director of Development Services

BACKGROUND

On April 20, 2022, the Planning Commission conducted a public Scoping meeting to review and discuss the preparation of an Environmental Impact Report for the subject site. The concerns brought up by the Planning Commissioners included reaching out to the public regarding the

Project, communicating with the Val Verde schools (Val Verde High School, Val Verde Academy, and Val Verde Regional Learning Center) adjacent to the project site, and preventing truck access on Ramona Expressway. In addition, two public members commented that they were concerned with truck traffic, greenhouse gas emissions, noise, and impact on the schools to the south of the site. Also, two members of the Labor International Union of North America (LIUNA) spoke in support of the Project as the developer has agreed to hire unionized workers that allow their workforce to remain in the area.

In response to the concerns, the applicant reached out to the schools adjacent to the site, and they now support the Project, as the developer worked with them to revise the site circulation to place truck traffic on Nevada Avenue, away from the drop-off and pick-up areas for the students on Morgan Street and Webster Avenue. They also agree to install a ten (10) foot-high wall along the property line between the school where auto parking is proposed and correct a drainage issue on the school site. In addition, the developer will make a \$200,000 contribution to the Val Verde High School's Career and Technical Education (CTE) Program and a contribution of \$27,000 to the Val Verde Academy to fund the garden modernization project as part of a Development Agreement (DA) for the Project. The DA also includes designing and constructing a "Welcome to Perris" sign to be located on the Ramona Expressway median and a contribution of \$776,634 to the City for purposes to be determined by the City, including but not limited to the Perris Downtown Skill Training & Job Placement Center. Additionally, the developer will also complete all the off-site improvements and backbone infrastructure for the commercial component and have at least one retail business in operation and open to the public prior to the occupancy permit of the industrial building.

In regards to the Planning Commissioners' concerns with preventing truck access on Ramona Expressway, the truck driveway configuration along Nevada precludes truck access on Ramona Expressway through the use of controls at the driveway that limits left in on Nevada Avenue, so access to the site would need to take place from the Freeway on Placentia Avenue, and then north along Frontage Road/Nevada Avenue to reach the truck loading area.

The applicant also reached out to the community via a flyer advertising that they plan to bring commercials along Ramona Expressway. They obtained 112 Perris residents in support of the Project's commercial component that currently has a Starbucks in the process for review.

In regards to the public comments regarding the environmental review, the Environmental Impact Report (EIR) concludes that all impacts have generally been reduced to less than significant or have been reduced to below the level of significance with the implementation of mitigation measures, except for impacts related to air quality, cumulative GHG emissions, and transportation, which have been identified as significant and unavoidable. As a result, adopting a Statement of Overriding Consideration would be required to approve the Project.

The project site consists of five (5) parcels totaling 49.17 acres. The site is presently vacant and undeveloped, and chain link fencing is located near the southwest corner of the site. The ground surface comprises exposed soil with moderate to dense non-native grass and weeds.

Surrounding uses include vacant property, entitled for commercial development across Ramona Expressway to the north, Val Verde Academy and Val Verde High School to the south, and vacant property to the west across Nevada Road and to the east across Webster Avenue.

PROJECT DESCRIPTION

The applicant is proposing an amendment to the Perris Valley Commerce Center Specific Plan (PVCCSP) 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 Dawes Street, a paper/unimproved street; a Tentative Parcel Map (TPM-38292) to subdivide the project site into eight (8) parcels; Development Plan Review for the site design and building elevations of a proposed warehouse distribution building; Conditional Use Permit to permit a vehicle fuel station with a convenience store, car wash, four drive-throughs establishments within a proposed commercial development; and 5) Development Agreement for specific project improvements and community benefits.

Following is a summary of the proposed development (Exhibit G):

1. *Commercial Development (Parcels 1 – 7):*

Parcels 1 through 7 comprise 6.95 acres, ranging in size from 0.80 to 1.67. It is on the northerly side of the site and has frontages on Ramona Expressway, Nevada Road, and Webster Avenue. It is proposed to remain commercially zoned for future commercial development. A conceptual site plan shows a total of four (4) drive-thru eating establishments, a multi-tenant retail building, a multi-tenant commercial building with a drive-thru, a vehicle fuel station with a convenience store, and a self-automated car wash, totaling 37,215 square feet. A total of 220 parking spaces are proposed to serve the commercial development.

Access is provided via a proposed primary signalized driveway along Ramona Expressway on the north side of the Project site, between Nevada Road and Webster Avenue. Driveway access is also provided on Nevada Road and Webster Avenue. Any future commercial development on proposed Parcels 1 through 7 would require the approval of a separate Administrative Development Plan Review. Future commercial uses would also need to be consistent with the Project specific environmental assessment. As a matter of information, a Preliminary Review Application for Starbucks is being processed by Planning Staff for Parcel 6.

2. *Industrial Development (Parcel 8):*

Parcel 8 consists of 42.22 acres and is in the rear of the site behind Parcels 1 – 7 with frontages on Webster Avenue and Nevada Road. It is proposed to be developed with a 950,224-square-foot refrigerated warehouse distribution facility consisting of a 90,000-square-foot storage mezzanine, a 10,000-square-foot office mezzanine, and an 850,000-square-foot warehouse area. A total of 124 loading dock doors and four (4) grade doors are proposed on the west and east sides of the building. A 14-foot-high decorative masonry screen walls will screen the loading area from Webster Avenue and Nevada Road. The project site will be served by 308 trailer parking spaces and 348 parking spaces, of which 68 spaces are located on the northerly side of the building and are identified as "service maintenance vehicle parking only."

Truck access to the loading area is proposed via the two most northerly driveways along Nevada Road. They are restricted to right-in/left-out turning movements. The two most southerly driveways on Webster Avenue and Nevada Road are only provided for passenger vehicle access.

3. *Development Agreement:*

The applicant has agreed to enter into a Development Agreement (DA) with the City to memorialize project negotiations and community benefits, including off-site public improvements; design and construction of a "Welcome to Perris" sign to be located on the Ramona Expressway median; contribution of \$776,634 to the City for purposes to be determined by the City, including but not limited to the Perris Downtown Skill Training & Job Placement Center; contribution of \$200,000 to the Val Verde High School's Career and Technical Education (CTE) Program; and contribution of \$27,000 to the Val Verde Academy to fund the garden modernization project. The developer will also complete all the off-site improvements and backbone infrastructure for the commercial component and have at least one retail business in operation and open to the public prior to the occupancy permit of the industrial building.

The term of the DA is for ten (10) years. The DA will be reviewed annually, on or before the anniversary date, to ascertain the developer's good faith and compliance with the provisions of the Agreement.

PROJECT ANALYSIS

The table below summarizes the Project's consistency with the General Plan, PVCC Specific Plan, Zoning Code, Title 18 Subdivision Code, and March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan.

	Consistent	Inconsistent
Consistency with the General Plan		
The Project is in Planning Area 3 (Agricultural Conversion Area) of the General Plan, which allows for Agricultural Conversion Area for expansion of industrial and commercial opportunities due to the area's proximity to the I-215 freeway, other industrial and commercial land uses. As proposed, the Project will be consistent with the General Plan and will further the following General Plan Circulation Element goals:		
○ Goal II – A well-planned, designed, constructed, and maintained street and highway system that facilitates the movement of vehicles and provides safe and convenient access to surrounding developments.	☒	☐
○ Goal V - Efficient goods movement.		
- V.A.8: Require streets abutting properties in Light Industrial and General Industrial Zones to conform to standard specifications for industrial collector streets to accommodate the movement of heavy trucks.		
- V.A.8: Provide adequate off-street loading areas for all		

	Consistent	Inconsistent
commercial and manufacturing land uses.		
Consistency with the Perris Valley Commerce Center (PVCC) Specific Plan and Zoning Code The project site is in the Commercial (C) Zone within the PVCC-SP, which is intended for intended for retail, professional office, and service-oriented business activities. The proposed amendment to the PVCC-SP 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 to facilitate a 950,224-square-foot, refrigerated warehouse distribution facility. The Commercial Zone of the remaining 6.95 acres is not proposed to change to be consistent with the zoning along the Ramona Expressway corridor. The proposed amendment will ensure the project site is developed in compliance with the LI and Commercial Zones as envisioned in the PVCCSP. With the requested zone change, the Project will be consistent with the General Plan, PVCC Specific Plan, and Zoning Code (Exhibit C).	☒	☐
Consistency with Title 18 - Subdivisions The Project proposes to subdivide the 49.17-acre Project site into eight (8) parcels, totaling 6.95 acres. As Parcels 1 through 8 are proposed to be developed with a commercial complex and will be tied together by a Development Agreement and shared access and parking agreement to achieve superior site planning, the minimum lot standards requirements will be based on the lot area, lot width, and lot depth of the entire commercial complex. Thus, the lot area of 6.95 acres, lot and lot dimension are in compliance with the minimum lot standards of the requested LI Zone and the underlying C Zone of the PVCC Specific Plan. Therefore, the commercial complex will be consistent with the PVCC Specific Plan and Title 18 - Subdivisions. The map will also summarily vacate Dawes Street, a paper/unimproved street to facilitate the development of the proposed 950,224-square-foot warehouse building. Thus, the Project will be consistent with the PVCC Specific Plan and Title 18 – Subdivision Code (Exhibit F).	☒	☐
Consistency with the March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB/IPA ALUCP) The Project site is located within Zone C1 (Primary Approach/Departure Zone) of the MARB/IPA ALUCP. Compatibility Zone C-1, which is considered to have a moderate to high noise impact and is mostly within the 60 dBA CNEL contour boundary (Exhibit D). The proposed Project was analyzed by the Airport Land Use Commission (ALUC) on December 15, 2022 for	☒	☐

	Consistent	Inconsistent
consistency with the C-1 Zone, and was determined to be conditionally consistent with the MARB/IPA ALUCP.		

COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS

The table below summarizes compliance with the PVCCSP Development Standards for the Light Industrial Zone and Chapter 19.69 – Parking Development Standards of the Zoning Code.

Perris Valley Commerce Center Specific Plan Light Industrial Zone - Development Standards					
	Standard		Proposed	Consistent	Inconsistent
Lot Coverage	50 percent maximum		46.2 percent	☒	☐
FAR (Floor Area Ratio)	0.75		0.51	☒	☐
Minimum Lot Size	15,000 square feet		49.17 acres	☒	☐
Building Height	50 feet		48 feet	☒	☐
Setbacks	Front Yard: East – Nevada Rd West – Webster Ave	20 feet 25 feet	261 feet 300 feet	☒	☐
	Interior Side Yards: North South	0 feet	111.8 feet	☒	☐
Landscape Coverage	12 percent		12.83 percent	☒	☐

Parking Standards Chapter 19.69 – Parking Development Standards					
Use	Standard	Required	Proposed	Consistent	Inconsistent
Industrial Building	Warehouse: 950,224 s.f. 20,000 s.f. (1space/1000 s.f.)	20 spaces			
	20,000 – 40,000 s.f. (1 space /2000 s.f.)	10 spaces	348 spaces	☒	☐
	Over 40,000 s.f. (1 space/5000 s.f.)	182 spaces			
Total Parking		212 spaces	348 spaces	☒	☐
Total Surplus Parking			136 spaces	☒	☐

The table below summarizes compliance with the PVCCSP Development Standards for the Commercial Zone and Chapter 19.69 – Parking Development Standards of the Zoning Code

Perris Valley Commerce Center Specific Plan Commercial Zone - Development Standards					
	Standard		Proposed	Consistent	Inconsistent
Lot Coverage	50 percent maximum		12.29 percent	☒	☐
FAR	0.75		0.12	☒	☐
Building Height	45 feet		26 feet	☒	☐
Setbacks	Front Yard: Ramona Expressway	15 feet	15 feet	☒	☐
	Street Side Yards East – West –	5 feet 10 feet	28 feet 45 feet	☒	☐
	Rear Yard (South)	0 feet	70 feet	☒	☐
Landscape Coverage	10 percent		18 percent	☒	☐

Parking Standards Chapter 19.69 – Parking Development Standards					
Use	Standard	Required	Proposed	Consistent	Inconsistent
Commercial Buildings	Community Shopping Center 1 space/200 floor area	186 spaces	220 spaces *including 24 EV spaces	☒	☐
Total Parking		186 spaces	220 spaces	☒	☐
Total Surplus Parking			34 spaces	☒	☐

COMPLIANCE WITH OTHER APPLICABLE REQUIREMENTS

- Building Elevations**

Industrial Development

The proposed building elevations reflect the current contemporary industry standard and style for concrete tilt-up construction. The design incorporates a combination of varying rooflines, cornice treatment, vertical and horizontal windows, decorative stone, and intermittent recessed panels, along with vertical elements to create a contrasting aesthetic design, which is also in compliance with the Perris Valley Commerce Center Specific Plan design standards. The entry areas include recess paneling to provide additional articulation in the vertical plane. The proposed color palette combines grey shades, white, and a greenish hue, "Cityscape" to create contrast and complement the entire building. The combination of various colors, articulating footprint, variable roof height, enhanced cornice treatments,

windows, etc., provides visual interest to the building. Rooftop equipment will be screened and not visible from adjacent streets (Exhibit G).

Commercial Development

The proposed conceptual building elevations reflect modern commercial architecture. The general concept for the center offers a linear design that emphasizes building fenestration with a strong presence along the street frontage. There are limited prominent features, such as a tower accent entry element. Several different materials are proposed, such as Belcrest blended brick, stucco, polished concrete accents, metal trellis work over secondary and primary entries, and cementitious wood siding. The colors for the building range from Natural Tan Functional Gray and Perfect Grieve light gray. Each building is conditioned to go through the Administrative Development Plan Review process to ensure each commercial building complies with the provisions of the PVCC-SP (Exhibit G)

- **Employee Amenity and Recreation area**

Buildings over 100,000 square feet must have at least one (1) indoor employee amenity and two (2) outdoor employee amenities. The proposed Project includes two outdoor amenity areas: a landscaped concrete lunch patio, a seating area covered with a trellis structure, and horseshoe/bocce ball sand courts. These outdoor amenities are located south of the site for employee convenience and privacy. An indoor amenity area, including a ping pong table or bean bag toss, is proposed on the northwest corner of the building. As proposed, the project amenities comply with the requirements of the Code (Exhibit G).

- **Landscaping**

The proposed conceptual landscape plan conforms to the Landscaping Ordinance's requirements. The proposed on-site landscaping area totals approximately 54,291 square feet, or 18 percent of the commercial site. The industrial component of the Project consists of 236,011 square feet or 12.83 percent of landscape coverage. The entire site has a rich palette of ground cover, shrubs, trees, and accent trees at the entry points throughout the project site. Plans show a harmonious blend of plant materials to soften the hard corners of Nevada and Webster Avenues, where they intersect at Ramona Expressway. Landscaping has been provided throughout the parking areas, adjacent to the buildings, and trash enclosure areas. (Exhibit G).

- **Fencing/Walls**

A 10-foot high split face block wall with a CMU cap in natural color is proposed along the southern property line shared with the adjacent Val Verde High School and the Val Verde Regional Learning Center. This wall has no end caps, and pilasters are not depicted on the wall detail. A condition of approval is recommended requiring the wall to include decorative endcaps and that every 100 feet, a pilaster must be erected as part of the wall. The wall must also be stepped to 3 or feet along the street frontages to allow for visibility of oncoming vehicles.

A 14-foot-high decorative block wall is proposed along Nevada Road (west side) and Webster Avenue (east side) to screen the truck parking and loading area from the adjacent public right-of-way. The return walls along each side of the access gates must also be 14 feet, and a condition of approval is included requiring the return walls to be 14 feet in height.

Additionally, staff is conditioning the gates to include a perforated metal mesh to be installed behind the gates to obscure visibility into the loading areas.

- **Circulation**

Truck traffic will be restricted to the truck routes adopted by the City Council in August 2022. As such, 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.

ENVIRONMENTAL CONSIDERATIONS AND CEQA PROCESS

An Environmental Impact Report (EIR-SCH 2022040023) has been completed in compliance with the California Environmental Quality Act (CEQA) Guidelines (Exhibit J). The EIR concludes that all impacts have generally been reduced to less than significant or have been reduced to below the level of significance with the implementation of mitigation measures, except for impacts related to air quality, cumulative GHG emissions, and transportation, which have been identified as significant and unavoidable. Adoption of a Statement of Overriding Consideration would be required in order to approve the Project.

A Notice of Availability for the DRAFT EIR was sent to property owners within 300 feet of the Project site, tribes, agencies, and interested parties. The notice 45-day public comment review period started on October 28, 2022, and ended on December 12, 2022. Staff received one comment letter from the South Coast Air Quality Management District (SCAQMD) on the Draft EIR regarding the analysis approach and modeling assumptions used in the air quality analysis. A written response to AQMD comments was provided ten days prior to the Planning Commission meeting, explaining that comments related to the PVCC-SP Final EIR would not be appropriate as it was adopted in January 2012. Additionally, because the PVCC-SP Final EIR was prepared at a programmatic level, a mitigation measure requires individual projects to prepare a Health Risk Assessment (HRA) to identify project-specific impacts resulting from the use of diesel trucks. The HRA was prepared for this Project and is included in Appendix C2 of the Draft EIR. It concluded that the Project will not cause a significant human health or cancer risk to adjacent workers or sensitive receptors. Therefore, the comment letter does not identify any significant new environmental issues or impacts that have not already been addressed in DEIR (Exhibit H).

PUBLIC HEARING NOTICE:

A Notice of Public Hearing for the Planning Commission meeting was published in the local newspaper and sent to agencies and property owners within 300 feet of the project site. As of the writing of the staff report, staff received letters from businesses, entities, schools, and the general public in support of the Project. (Exhibit I)

- Val Verde High School and Academy Principal
- Val Verde School District Director, Facilities, Contracts & Purchasing
- 112 Perris residents in support of the commercial component of the Project
- Perris Valley Chamber of Commerce, Chairman of the Board
- Lynch Group, Allen Lynch, owner of the retail site with Starbucks tenant
- Alabassi Construction & Engineering, owner of the retail site with Shell gas & convenience store.

RECOMMENDATION:

Recommend to the City Council adoption of Resolution 23-04 recommending certification of the Draft Environmental Impact Report (SCH 2022040023), adoption of the Mitigation and Monitoring and Reporting Program, and approval of the 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 to facilitate the construction of a 950,224 square foot industrial warehouse distribution building, and the 37,215 square foot commercial development, based on the findings and the Conditions of Approval.

BUDGET (or FISCAL) IMPACT: There is no fiscal impact associated with this Project since all project costs are borne by the applicant.

Prepared by: Douglas Fenn, Contract Planner
Reviewed by: Patricia Brenes, Planning Manager

EXHIBITS:

- A. Resolution 23-04 Approving Conditions of Approval (Planning, Engineering, Public Works, Fire, Community Services, and Building & Safety) and Development Agreement
- B. Location/Aerial Map
- C. PVCC-SP Land Use Map
- D. MARB/IPA ALUCP Map
- E. Existing and Proposed Modifications to Applicable PVCCSP Figures Dawes Street (Figure 2.0-1 Specific Plan Land Use Designation Map, Figure 3.0-1 Circulation Plan Map, Figure 3.0-4)
- F. Tentative Parcel Map
- G. Project Plans (Site Plan, Fire Access Site Plan, Floor Plan, Building Elevations, Site Cross Sections, Conceptual Landscape/ Fence and Wall Plans, and Colors and Materials Sample Sheet)
- H. Public Comments and Response to Comments
Due to the size of the file, the documents are available online at:
<https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-330>
- I. Public Comment Letters – Support of the Project
- J. Draft Environmental Impact Report (SCH:2022040023), along with "Statement of Overriding Consideration," Mitigation Monitoring and Reporting Program, Associated Technical Studies.
Due to the size of the files, the documents are available online at:
<https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-330>

Consent:
Public Hearing: X
Business Item:

Presentation:
Other:

EXHIBIT A

Reso 23-04 with Conditions of Approval
(Planning, Engineering, Public Works, Fire,
Community Services, and Building & Safety)
and Development Agreement

RESOLUTION NUMBER NO. 23-04

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE SPECIFIC PLAN AMENDMENT 22-05218, TENTATIVE PARCEL MAP 38292, DEVELOPMENT PLAN REVIEW 21-00013, CONDITIONAL USE PERMIT 21-05216, AND DEVELOPMENT AGREEMENT 22-05297 - PROPOSAL TO CONSIDER THE FOLLOWING ENTITLEMENTS TO FACILITATE THE CONSTRUCTION OF A 950,224-SQUARE FOOT-WAREHOUSE FACILITY AND A 37,215 SQUARE FOOT COMMERCIAL CENTER. 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 PLANNED/UNIMPROVED STREET, DAWES AVENUE, 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. BASED UPON THE FINDINGS HEREIN AND SUBJECT TO CONDITIONS OF APPROVAL.

WHEREAS, the project applicant, Daniel Sachs, of Deca, Perris Land Co, LLC., proposes to construct a 950,224 square-foot, refrigerated warehouse distribution facility and commercial development: 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 planned/unimproved street, Dawes Avenue, from the Circulation Plan in the Perris Valley Commerce Center Specific Plan (PVCCSP); 2) Tentative Parcel Map to subdivide 49.17 acres into eight (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; and

WHEREAS, Specific Plan Amendment (SPA) 22-05218, Tentative Parcel Map (TPM) 38292, Development Plan Review (DPR) 20-00013, Conditional Use Permit (CUP) 21-05216, and Development Agreement (DA) applications were submitted for consideration to amend

the PVCCSP Circulation Plan to remove Dawes Avenue and for the Project consideration regarding architectural design, site layout, and

WHEREAS, the proposed SPA 22-05218, TPM-38292, DPR 20-00013, CUP 21-05216 and Development Agreement 22-05297 (“Project”) are considered a “project” as defined by the California Environmental Quality Act (“CEQA”); and

WHEREAS, an Environmental Impact Report (State Clearing House No. 202105) was prepared for the Project and was publicly reviewed for a forty-five (45) day period in accordance with CEQA, from December 22, 2021, to February 7, 2022; and

WHEREAS, the Airport Land Use Commission (“ALUC”) conducted a hearing on December 15, 2022, to consider the Project’s consistency with the C1 Zone and determined that the Project is conditionally consistent with the MARB/IPA ALUCP; and

WHEREAS, a duly noticed public hearing was scheduled for February 15, 2023, at which time all interested persons were given full opportunity to be heard and to present evidence; and

WHEREAS, before acting, the Planning Commission has heard, been presented with, and reviewed all of the information and data which constitutes the administrative record for the entitlement approvals, including all oral and written evidence presented to the City by members of the public and City staff during all Project meetings and hearings; and

WHEREAS, all other legal prerequisites to adopting this Resolution have occurred.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF PERRIS does resolve as follows:

Section 1. The above recitals are all true and correct and incorporated herein by reference.

Section 2.

- A. An Environmental Impact Report (SCH 2022040023) has been completed in compliance with the California Environmental Quality Act (CEQA) Guidelines. The EIR concludes that all impacts have generally been reduced to less than significant or have been reduced to below the level of significance with the implementation of mitigation measures, except for impacts related to air quality, cumulative GHG emissions, and transportation, which have been identified as significant and unavoidable. Adoption of a Statement of Overriding Consideration would be required in order to approve the Project.

Staff received one comment letter from the South Coast Air Quality Management District (SCAQMD) on the Draft EIR regarding the analysis approach and modeling assumptions used in the air quality analysis. A written response to AQMD comments was provided ten days before the Planning Commission meeting explaining that comments related to the PVCC-SP Final

EIR would not be appropriate as it was adopted in January 2012. Additionally, because the PVCC-SP Final EIR was prepared at a programmatic level, a mitigation measure requires individual projects to prepare a Health Risk Assessment (HRA) to identify project-specific impacts resulting from the use of diesel trucks. The HRA was prepared for this project and is included in Appendix C2 of the Draft EIR. It concluded that the Project will not cause a significant human health or cancer risk to adjacent workers or sensitive receptors. Therefore, the comment letter does not identify any significant new environmental issues or impacts that have not already been addressed in DEIR;

- B. The City has complied with CEQA.
- C. Determinations of the Planning Commission reflect the independent judgment of the City.

Section 3. Based upon the preceding, the Environmental Impact Report (SCH 2022040023), and all oral and written communication submitted by members of the public and City staff to the Planning Commission on February 15, 2023, public hearing (including, but not limited to, all staff reports and supporting exhibits), the Planning Commission further finds the following:

Specific Plan Amendment 22-05218

- A. *The Specific Plan Amendment is consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.*

The proposed amendment to the Circulation Plan of the Perris Valley Commerce Center Specific Plan ("PVCCSP") is consistent with the General Plan in that the General Plan Land Use will remain within the PVCCSP and is located within the General Plan area designated as planning Area 3: Agricultural Conversion Area which is generally made up of commercial and industrial land uses.

In addition, the proposed Specific Plan Amendment promotes Goal III of the General Plan Land Use Element, Goals II and V, and Policies V.A and VIII.B of the General Plan Circulation Element:

Goal III (Land Use Element): Commerce and industry to provide jobs for residents at all economic levels of both industrial and commercial retail sectors.

Goal II (Circulation Element): A well-planned, designed, constructed, and maintained street and highway system that facilitates the movement of vehicles and provides safe and convenient access to surrounding developments.

Goal V (Circulation Element): Efficient goods movement.

Policy V.A (Circulation Element): Provide for the safe movement of goods along the street and highway.

Policy VIII.B (Circulation Element): Identify Transportation System Management (TSM) strategies to mitigate traffic impacts and maintain the desired level of service along the street and highway system.

B. The Specific Plan provides adequate text and diagrams to address the following issues in detail adequately:

- 1. The distribution, location, and extent of the land use of land, including open space, within the area covered by the Plan.*
- 2. The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the Plan and needed to support the land use described in the Plan.*
- 3. Standards and criteria by which development will proceed and standards for the conservation, development, and utilization of natural resources, where applicable.*
- 4. A program of implementation measures, including regulation, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs 1, 2, and 3 above.*

The Specific Plan Amendment proposes to 1) Amend the Circulation Plan of the PVCCSP to remove an existing paper street to facilitate the proposed industrial warehouse project and commercial center and will not impact existing land uses, including living open space within the PVCCSP. The following maps have been revised to reflect the removal of the street and land use change from the PVCCSP:

- Specific Plan Land Use Designation Map
- Circulation Plan Map

Chapters 4.0 – On-Site Design Standards and Guidelines, 5.0 – Off-Site Design Standards and Guidelines, 6.0 – Landscape Standards and Guidelines, 8.0 – Industrial Design Standards and Guidelines, provide adequate text and diagrams, and standards and criteria by which the proposed development will proceed, including standards for conservation, development, and utilization of natural resources, where applicable. The Specific Plan Amendment does not propose to change or revise any text or diagrams in these Chapters. As noted above, the Specific Plan Amendment proposes to modify Chapter 3 – Infrastructure Plan, to remove Dawes Avenue, the paper street on the Project site, from those maps where it is shown. The road will be vacated to facilitate the proposed industrial warehouse project.

Chapter 13 – Implementation and Administrative Process of the PVCCSP establishes a program of implementation measures, including regulation, programs, and financing measures necessary to carry out the provisions contained in paragraphs 1, 2, and 3 above. Chapter 3 – Infrastructure Plan of the PVCCSP outlines public works projects within the PVCCSP with text and diagrams intended to guide and support development in the PVCCSP. As noted above, the project requires the removal of a paper street detailed in

several of the Figures contained within Chapter 3 to facilitate the proposed vacation of the street that will occur in connection with the proposed industrial warehouse project.

Tentative Parcel Map (TPM 38292)

A. The proposed map is consistent with the applicable General Plan and Specific Plans.

The Project proposes a Tentative Map to subdivide the 6.95 commercial into seven (7) parcels ranging in approximate size from .80 to 1.67 acres. The remaining 43+/- acre parcel is for the industrial warehouse and commercial site. The map is consistent with the minimum lot size requirement of 15,000 square feet in the Light Industrial (LI) and minimum one-acre lot size for Commercial (C) Zones to facilitate the construction and operation of construction of a 950,224-square foot-warehouse facility and a 37,215 square-foot commercial center. . The Project site is also located in the area designated as Planning Area 3: Agricultural Conversion Area, of the City of Perris General Plan, which notes that the largest land use category within this Planning Area is Commercial, and Light Industrial, and that due to the area's proximity to Interstate I-215, the cargo airport, other industrial and commercial land uses, and an existing rail line along the western edge, future development should be planned to expand industrial and commercial opportunities.

B. The site is physically suitable for the type and density of the proposed development.

As noted above, the Project proposes a vested tentative parcel map to subdivide the 6.95 commercial into seven (7) parcels ranging in approximate size from .80 to 1.67 acres, and the remaining 43+/- acre parcel is for the industrial warehouse and commercial site. The Project has been designed to be consistent with all applicable Code requirements for industrial projects located in the LI and C Zone of the PVCCSP, including lot coverage, floor area ratio, height, setbacks, landscaping, and parking, as noted in the staff report.

C. That the map's design or the type of improvements will not cause substantial environmental damage or unavoidably injure fish or wildlife or their habitat.

The potential environmental impacts associated with the Project were evaluated in Environmental Impact Report (SCH 2022040023). It has been determined that all possible effects of the Project on biological resources will be reduced to less than significant levels.

D. The map's design or the type of improvements will not cause serious public health problems.

An Environmental Impact Report (EIR-SCH 2022040023) has been completed in compliance with the California Environmental Quality Act (CEQA) Guidelines. The EIR concludes that all impacts have generally been reduced to less than significant or have been reduced to below the level of significance with the implementation of mitigation measures, except for impacts related to air quality, cumulative GHG emissions, and transportation, which have been identified as significant and

unavoidable. A written response to AQMD comments was provided ten days prior to the Planning Commission meeting, explaining that comments related to the PVCC-SP Final EIR would not be appropriate as it was adopted in January 2012. Additionally, because the PVCC-SP Final EIR was prepared at a programmatic level, a mitigation measure requires individual projects to prepare a Health Risk Assessment (HRA) to identify project-specific impacts resulting from the use of diesel trucks. The HRA was prepared for this project and is included in Appendix C2 of the Draft EIR. It concluded that the Project will not cause a significant human health or cancer risk to adjacent workers or sensitive receptors. Therefore, including the Statement of Overriding Considerations in the FIER that all impacts have been reduced to below the level of significance with the implementation of the mitigation measure, and adoption

Development Plan Review 21-00013 and Conditional Use Permit (21-05216)

- A. The location, size, design, density, and intensity of the proposed development and improvements are consistent with the City's General Plan, any applicable Specific Plans, the purposes and provisions of this Title, the purposes of the zone in which the site is located, and the development policies and standards of the City.*
 - B. The subject site is physically suitable, including but not limited to parcel size, shape, access, and availability of utilities and services, for the type of development proposed.*
 - C. The proposed development and the conditions under which it would be operated or maintained are compatible with abutting properties. They will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity.*
-
- 1. The location, size, design, density, and intensity of the proposed development and improvements are consistent with the City's General Plan, the Perris Valley Commerce Center Specific Plan, PVCCSP, the purposes and provisions of the P.M.C., the purposes of the Zones in which the site is located, and the development policies and standards of the City.

The proposed location of the Development Plan Review (DPR) and Conditional Use Permit (CUP) projects is in accordance with the objectives of the DPR and CUP provisions of the City's Zoning Code in that the proposed commercial buildings are desirable for the community and appropriate use that provides a new area for the public to shop and work and ensure compatibility with surrounding uses and protect the aesthetics and public, health and welfare of the community.

- 2. The proposed plan is consistent with the City's General Plan and conforms to all Specific Plans, zoning standards, applicable subdivision requirements, and other ordinances and resolutions of the city.

The proposed DPR and CUP are consistent with the City's General Plan, meet the intent of the PVCCPSP, and conform to applicable provisions of the City's Zoning regulations in that appropriate conditions of approval have been developed to ensure that the user operates according to City policies and regulations to protect the public health and welfare.

3. The proposed location of the DPR and CUP and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity.
4. A traffic signal will be constructed at the mid-point of the project site where it fronts Ramona Expressway, which will help provide safe access /exit to the site. The traffic study for the project concluded that all the study area intersections are anticipated to operate at acceptable levels of service after the Project is operating.
5. The project's future gasoline station (under separate ADPR) will dispense, store, and handle gasoline, diesel, diesel exhaust fluids, biodiesel fuels, and oil during the course of daily operations. These types of hazardous materials are subject to regulation by the Department of Environmental Health of the Riverside County Community Health Agency and to other local, state, and federal laws and guidelines that ensure proper/safe transport, storage, and use of hazardous materials, generation of hazardous waste, and treatment of any potentially hazardous materials and waste incidents. With mandatory regulatory compliance with federal, State, and local laws, potentially hazardous materials impacts associated with the long-term operation of the Project would be less than significant, and mitigation is optional.
6. The architecture proposed is compatible with community standards and protects the character of adjacent development across the street at the northeast corner of Ramona Expressway and Webster Avenue.

The project proposes an architecturally enhanced building commercial center concept with varying roofline angles and heights, steel canopy awnings, frosted glass building elements, and glass storefront components. Colors on the façades range from brown and grey and white hues, which creates a modern yet warm palette and meets the development standards of the PVCCSP Commercial Zone.

7. The landscaping plan ensures visual relief and an attractive environment for the public's enjoyment.

Section 4. Based upon the preceding, the Draft Environmental Impact Report follows the CEQA Guidelines. The 45-day public comment review period started on October 28, 2022, and ended on December 12, 2022. The potential impacts associated with the project were evaluated in the Draft Environmental Impact Report (SCH: 2022040023) and have generally been reduced to less than significant levels., except for impacts related to air quality, cumulative GHG emissions,

and transportation, which have been identified as significant and unavoidable. Adopting a Statement of Overriding Consideration is required should the City approve the Project.

Section 5. Based upon the preceding, the Draft Environmental Impact Report (SCH: 2022040023), and all oral and written communication submitted by members of the public and City staff to the Planning Commission on February 15, 2023, public hearing (including, but not limited to, all staff reports and supporting exhibits), the Planning Commission at this moment recommends the City Council approve Specific Plan Amendment (SPA 22-05052), Tentative Parcel Map (TPM 38386), Development Plan Review (DPR 20-00013), subject to the MMRP and Conditions of Approval attached to this Resolution.

Section 6. The Planning Commission declares that should include any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction or because of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Resolution shall remain in full force and effect.

Section 7. The Chairperson shall sign, and the Secretary shall certify the passage and adoption of this Resolution.

ADOPTED, SIGNED, and APPROVED this 15th day of February 2023.

CHAIRPERSON, PLANNING COMMISSION

ATTEST:

Secretary, Planning Commission

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

I, Kenneth Phung, SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF PERRIS, DO at this moment CERTIFY that the preceding Resolution Number 23-04 was duly adopted by the Planning Commission of the City of Perris at a regular meeting of said Planning Commission on the 15th day of February 2023 and that the following vote so adopted it:

AYES:

NOES:

ABSTAIN:

ABSENT:

Secretary, Planning Commission

Attachments: Conditions of Approval (Planning, Engineering, Public Works, Community Services, Fire, Building, and Development Agreement)

ATTACHMENT 1

Approving Conditions of Approval
(Planning, Engineering, Public Works, Fire,
Community Services and Building and
Safety and Development Agreement.

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

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 email or other contact information of the person or entity responsible for 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, 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 "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 avigation 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.
- 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.
- 56 **Building 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 striped 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
- 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.

DEPARTMENT OF ENGINEERING

24 SOUTH D STREET, SUITE 100, PERRIS, CA 92570
TEL.: (951) 943-6504 - FAX: (951) 943-8416

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

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.

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.

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.

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, RBBD 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

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.

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



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

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 rosemarinus Hunting Carpet rosemary, Tulbaghia Violagea Tricolor Society Gralic.
 - **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: Dasyilirion 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 acerfolia 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 swllowiana 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 Blireana

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 umbellata 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

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 Vitroceem 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

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

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 meet the type, style, and durability requirements of the Public Works 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):

- **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.



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,

A handwritten signature in black ink, appearing to read 'D Grubb', is written over a faint circular official stamp.

Dennis Grubb, CFPE

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



CITY OF PERRIS

COMMUNITY SERVICES

MEMO

Date: February 10, 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)

**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 [REDACTED], 2023

TABLE OF CONTENTS

	<u>Page</u>
RECITALS	1
1. DEFINITIONS AND EXHIBITS.....	2
1.1 Definitions	2
1.2 Exhibits.....	5
2. GENERAL PROVISIONS	6
2.1 Binding Effect of Agreement.....	6
2.2 Term.....	6
2.3 Extension of Term	6
2.4 Upon extension of the Term in accord with this Section 2.3, City will execute, in recordable form, any instrument which Developer may reasonably require to evidence the extension. Assignment and Transfer	6
2.5 Voluntary Amendment or Cancellation of Agreement.....	7
2.6 Termination.....	7
2.7 Representations and Warranties	7
2.8 Notices	8
3. DEVELOPMENT OF THE PROPERTY	9
3.1 Vested Right to Develop.....	9
3.2 Effect of Agreement on Land Use Regulations; Development Exactions; Development Plan; Submittal of Subsequent Development Approvals	9
3.3 Timing of Development; Public Improvements Phasing.....	10
3.4 Changes and Amendments to Existing or Subsequent Development Approvals	11
3.5 Reservations of Authority	11
3.6 Subsequent Development Approvals.....	12
3.7 Modification or Suspension by State or Federal Law	12
3.8 City Acquisition of Offsite Real Property Interests.....	13
3.9 Future Use of EIR	14
3.10 City Acceptance of Project Offsite Public Improvements.....	14
3.11 Third Party Permits and Approvals and Utilities.....	14
4. PUBLIC BENEFITS	14
4.1 Development Impact Fees	14
4.2 Project Objectives	15
4.3 Credit/Reimbursement for Offsite Improvements.....	16
4.4 Offsite Improvements	16
4.5 Welcome Sign Construction	17
4.6 Financial Contributions	17
5. INTENTIONALLY OMITTED	17
6. REVIEW FOR COMPLIANCE	17
6.1 Periodic Review.....	17

	<u>Page</u>
6.2 Procedure	18
6.3 No Waiver.....	18
6.4 Proceedings for Modification or Termination	18
6.5 Hearing on Modification or Termination	18
6.6 Certificate of Agreement Compliance	19
6.7 No Cross-Defaults	19
7. INTENTIONALLY OMITTED	19
8. DEFAULT AND REMEDIES	19
8.1 Remedies in General.....	19
8.2 Specific Performance.....	20
8.3 Release.....	20
8.4 City's Termination of Agreement or Exercise of Other Remedies Upon Developer's Default.....	20
8.5 Developer's Termination of Agreement or Exercise of Other Remedies Upon City's Default.....	20
8.6 Informal Resolution	21
9. THIRD PARTY LITIGATION	21
9.1 Defense of Third Party Litigation.....	21
9.2 Extension of Term	21
10. MORTGAGEES	21
10.1 Mortgagee Protection.....	21
11. INSURANCE; INDEMNIFICATION	22
11.1 Insurance.....	22
11.2 Indemnification.....	24
12. MISCELLANEOUS PROVISIONS	25
12.1 Recordation of Agreement.....	25
12.2 Entire Agreement.....	25
12.3 Estoppel Certificates	25
12.4 Severability	25
12.5 Interpretation and Governing Law.....	25
12.6 Section Headings	26
12.7 Singular and Plural	26
12.8 Including	26
12.9 Time of Essence.....	26
12.10 Calendar Periods	26
12.11 Waiver.....	26
12.12 No Third Party Beneficiaries.....	26
12.13 Permitted Delays.....	26
12.14 Successors in Interest.....	26
12.15 Counterparts.....	26

	<u>Page</u>
12.16 Jurisdiction and Venue	27
12.17 Project as a Private Undertaking.....	27
12.18 Further Actions and Instruments	27
12.19 Eminent Domain.....	27
12.20 Attorneys' Fees.....	27
12.21 Authority to Execute.....	27

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 [REDACTED], 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 [REDACTED], 2023, the City Council adopted Ordinance No. [REDACTED] - [REDACTED] ("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

(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 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. [REDACTED], on [REDACTED], 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

<u>Exhibit B</u>	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 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:

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:

If to Developer:

City of Perris
101 North D Street
Perris, CA 92570
Attn: City Manager
with a copy to:

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

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

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 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 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 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.

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 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.

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 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 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 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.

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 but 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.

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.

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]

SIGNATURE PAGE

TO

RAMONA GATEWAY COMMERCE CENTER DEVELOPMENT AGREEMENT

“CITY”

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

By: _____
Its: _____
Name: _____

SIGNATURE PAGE

TO

RAMONA GATEWAY COMMERCE CENTER DEVELOPMENT AGREEMENT

“DEVELOPER”

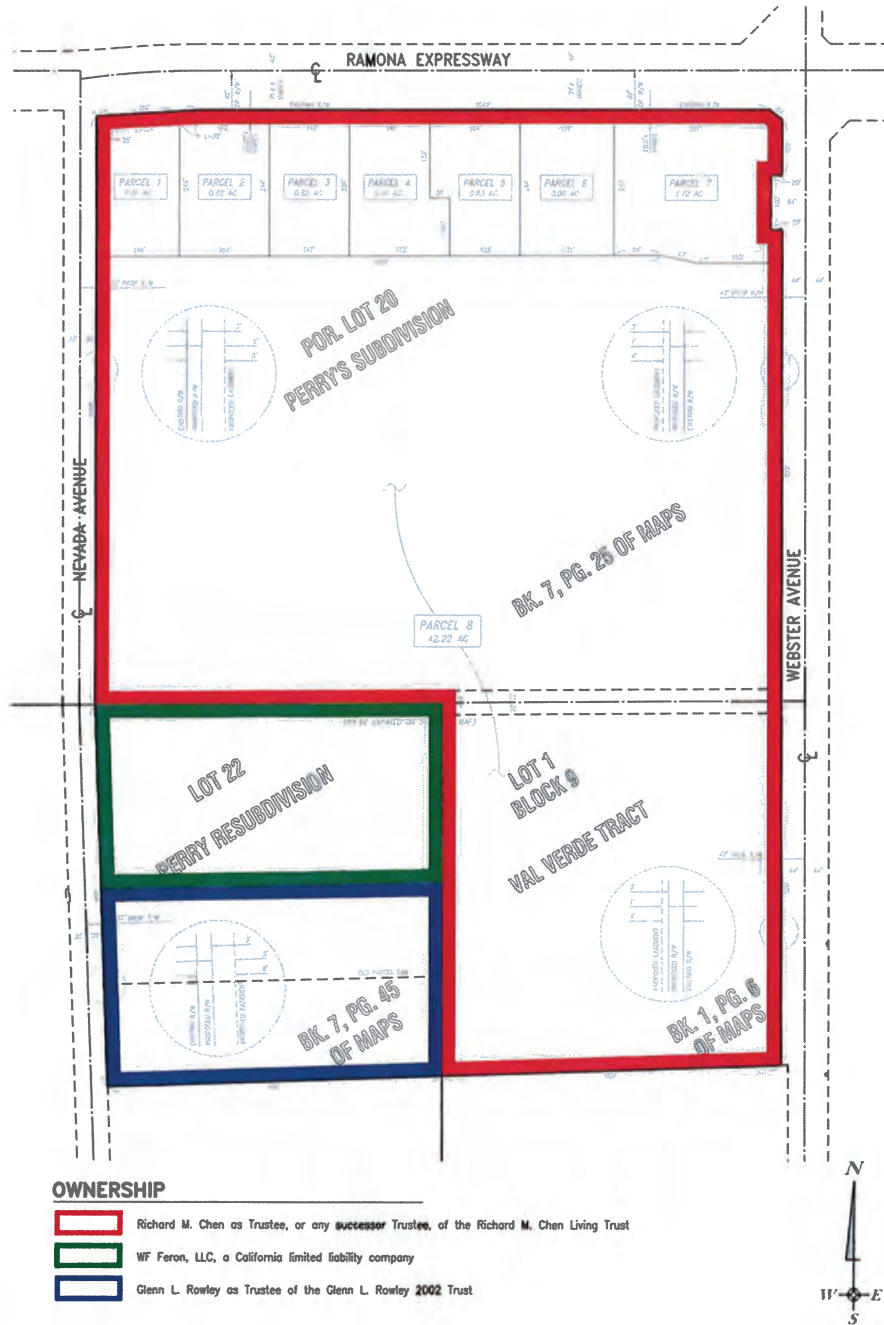
PERRIS LAND CO, LLC,
a Delaware limited liability company

By: _____

Its: _____

Name: _____

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



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

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.

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

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 B
TO
RAMONA GATEWAY COMMERCE CENTER DEVELOPMENT AGREEMENT
Site Plan

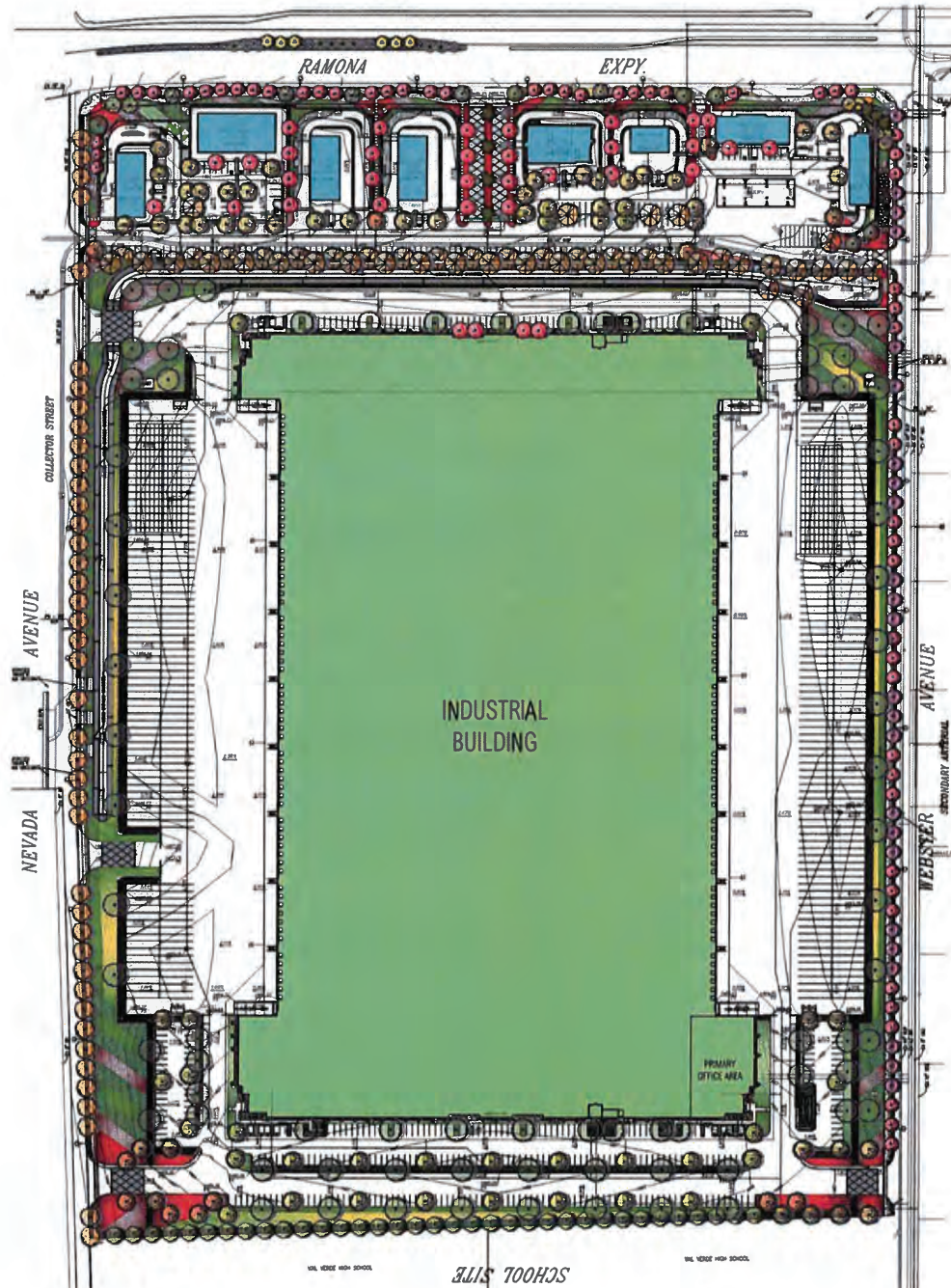


EXHIBIT C
TO
RAMONA GATEWAY COMMERCE CENTER DEVELOPMENT AGREEMENT
Retail Backbone and Frontage Improvements

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

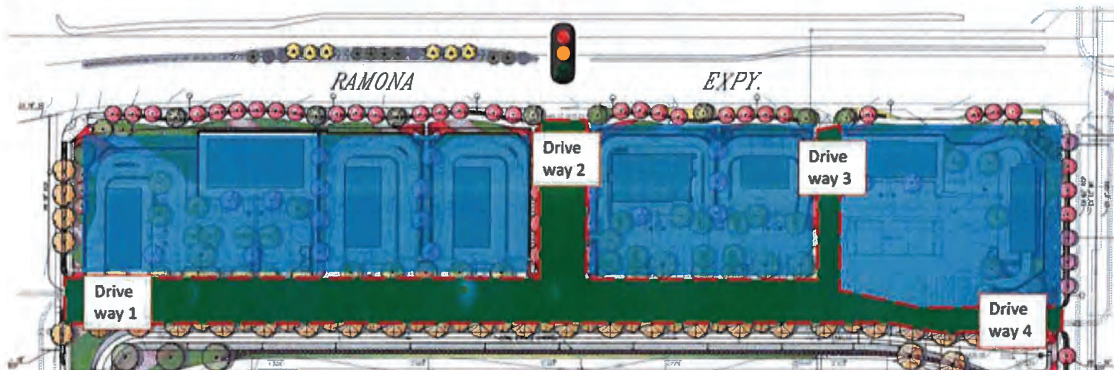


EXHIBIT D
TO
RAMONA GATEWAY COMMERCE CENTER DEVELOPMENT AGREEMENT
Planning, Public Works, and Engineering Conditions of Approval

[INSERT CONDITIONS]

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

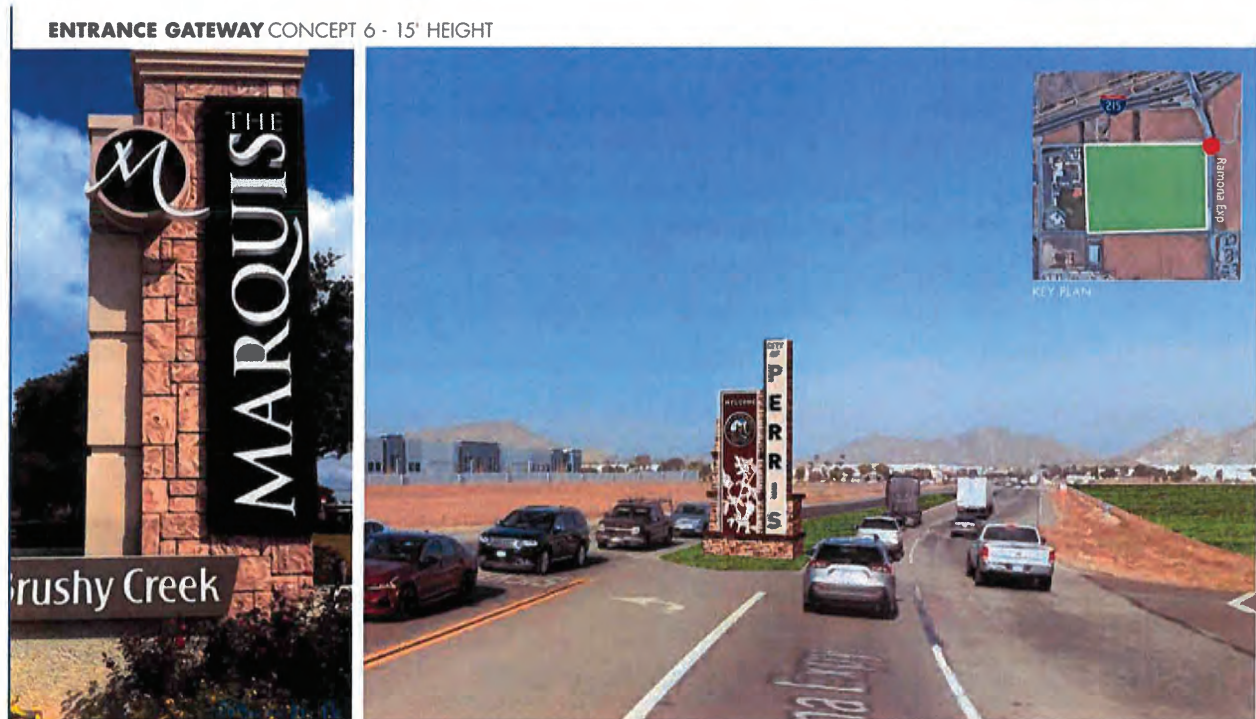


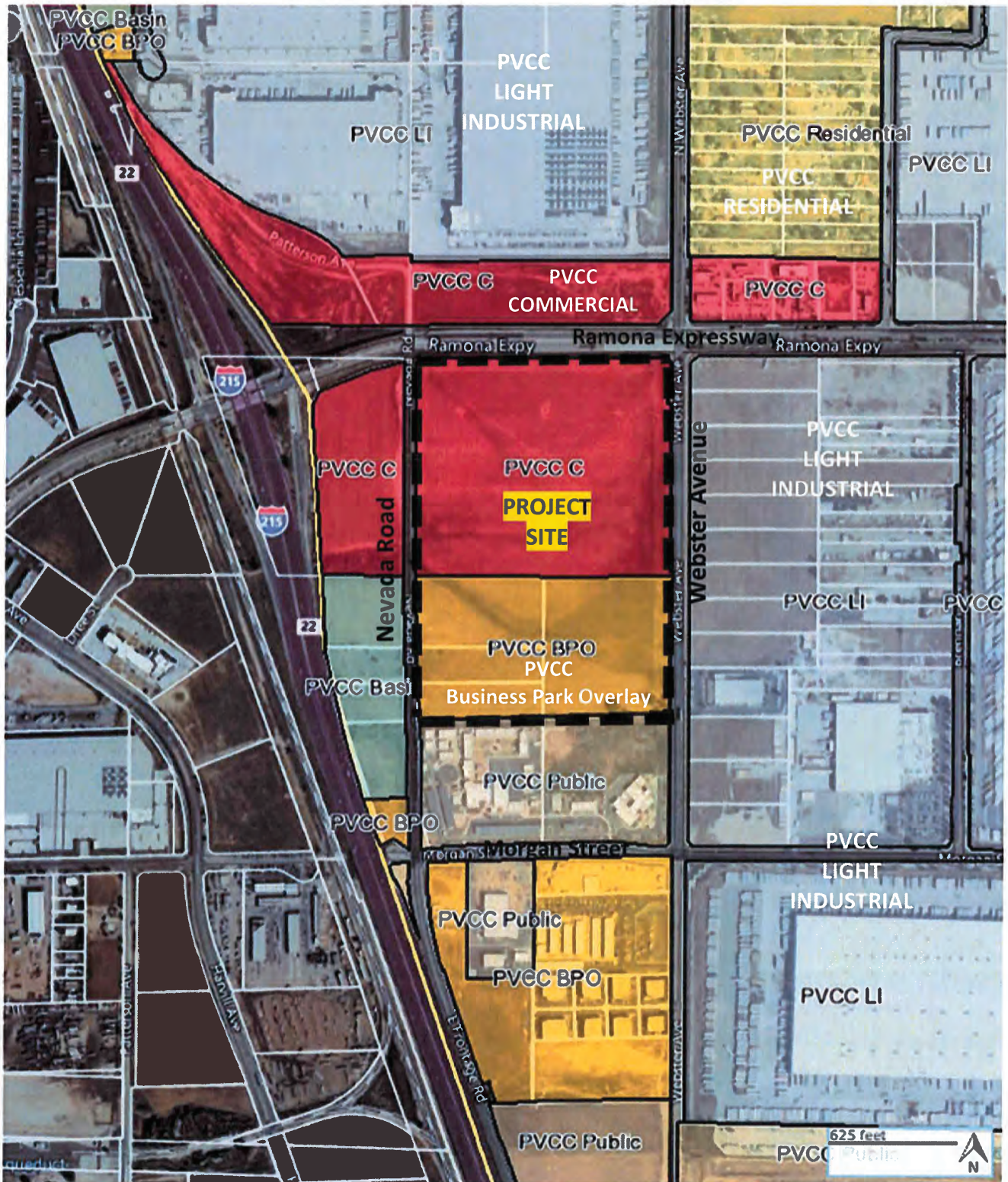
EXHIBIT B

Location / Aerial Map

EXHIBIT C

PVCCSP Specific Plan Land Use Map

Existing Land Use Map



Proposed Land Use Map

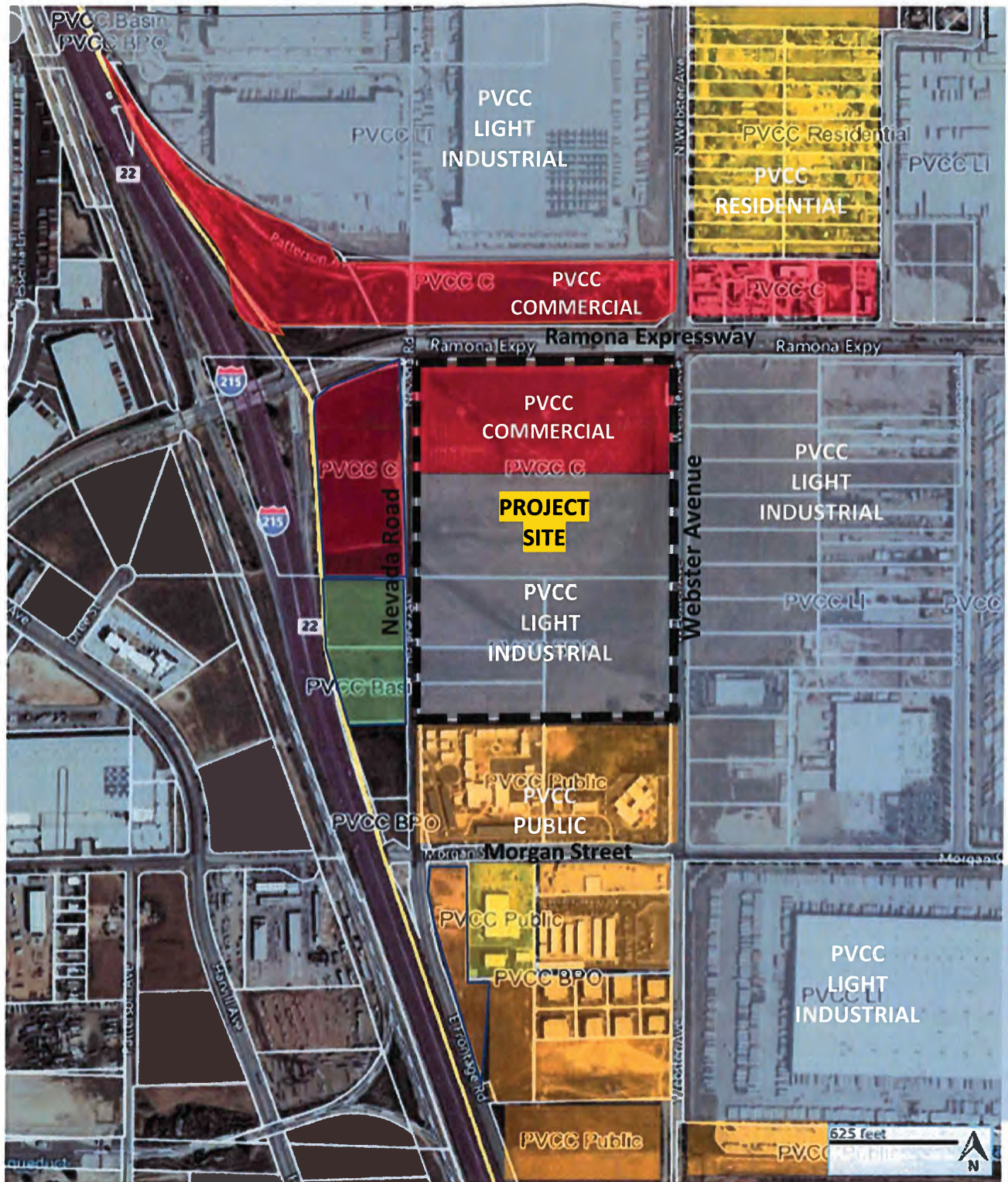


EXHIBIT D

MARB/IPA ALUCP Map

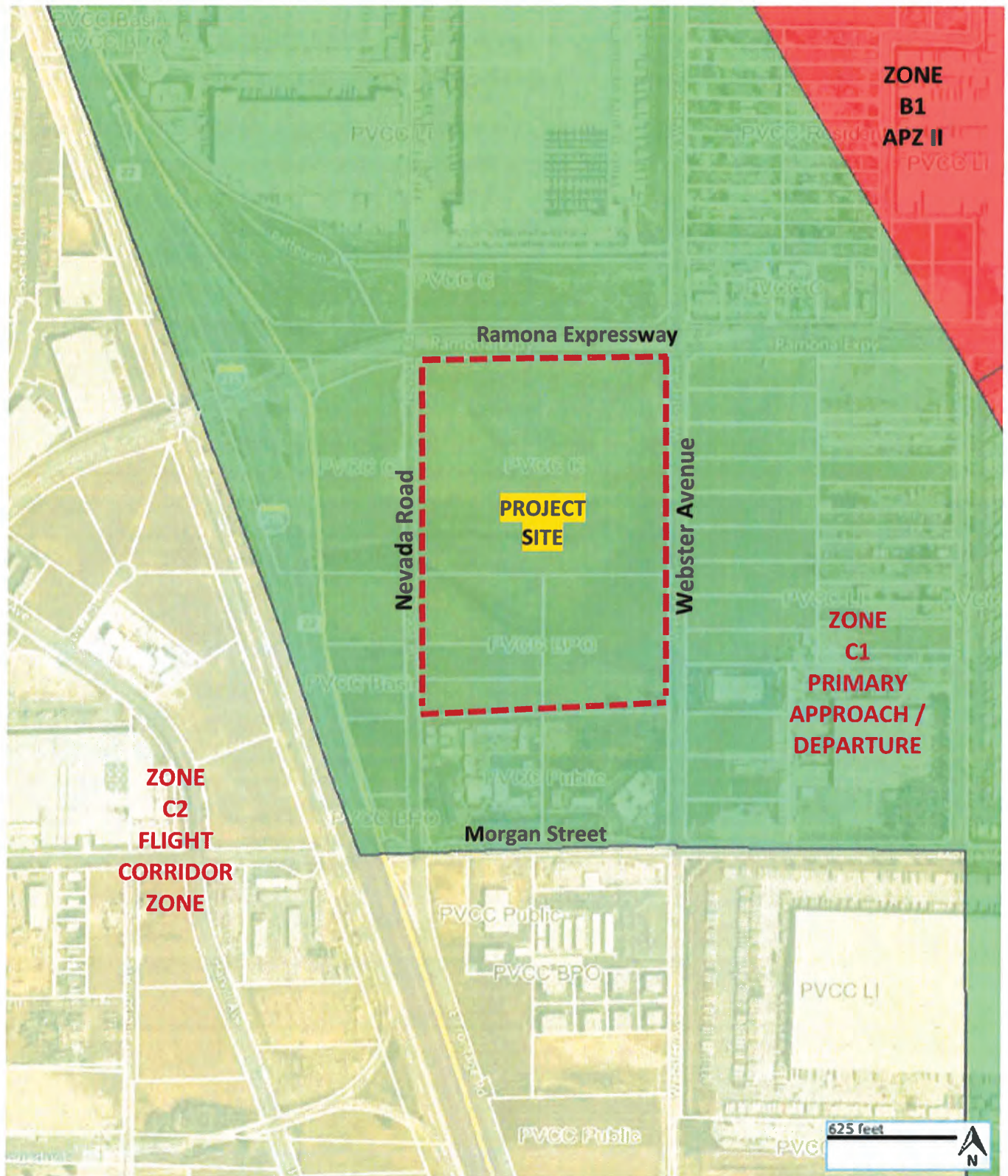
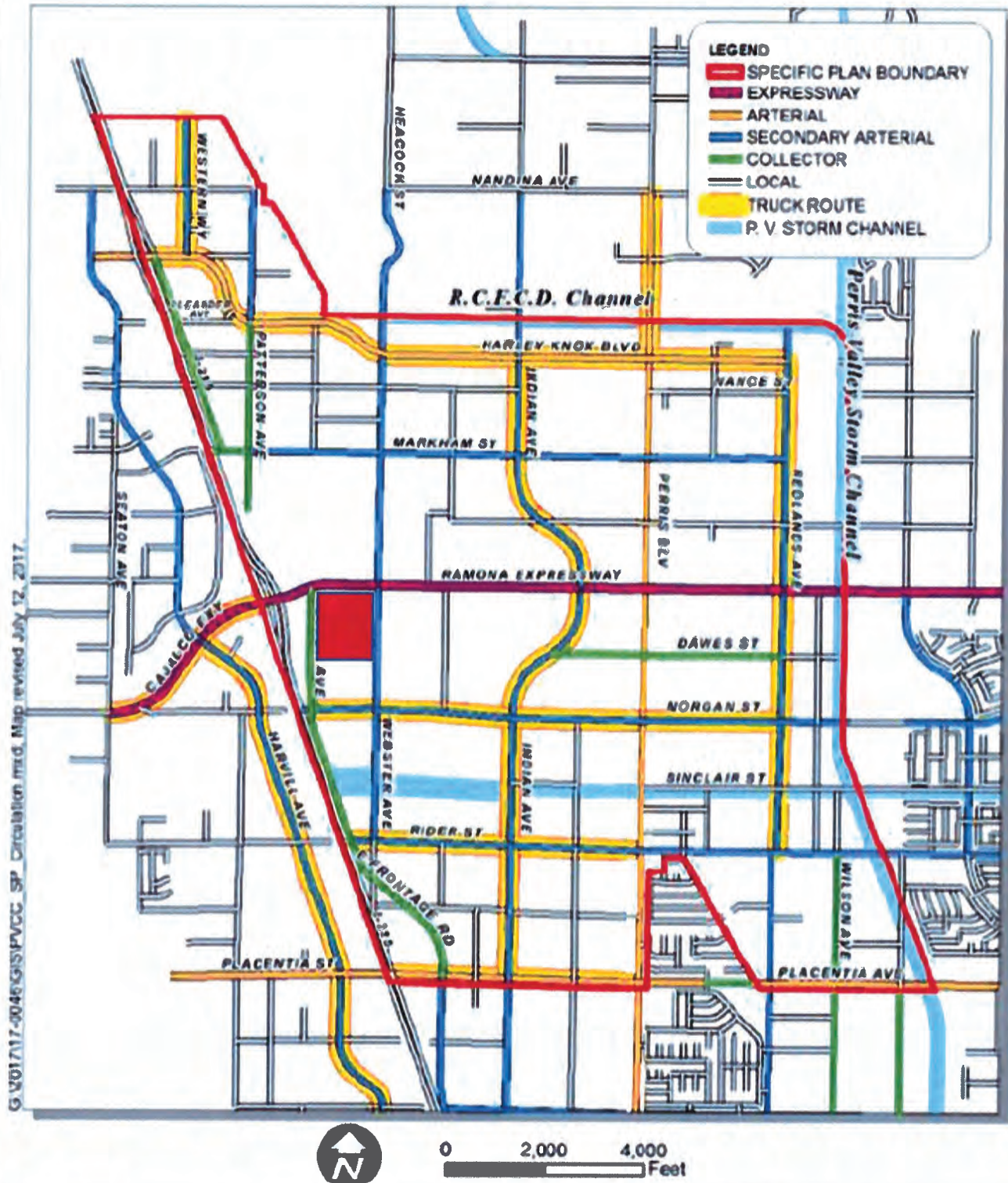


EXHIBIT E
Circulation Map

Figure 3.0-1, Circulation Plan



Project Location

EXHIBIT F

Tentative Parcel Map TPM-38292

TENTATIVE PARCEL MAP No. 38292

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

LEGAL DESCRIPTION

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:

LOT 20 OF PERRY'S RE-SUBDIVISION, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE 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. 87003 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 LAND:

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 RE-SUBDIVISION, WHICH BEARS SOUTH 89° 51' 57" WEST, (FORMERLY RECORDED SOUTH 89° 50'-1/2" 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° 00' WEST, 8.54 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 DAINES STREET, 44.00 FEET WIDE, AS SHOWN ON SAID MAP; THENCE ALONG THE WESTERLY LINE OF SAID LOT NORTH 0° 32' 52" EAST, 1058.79 FEET TO THE SOUTHERLY LINE OF MARTIN STREET 142.00 FEET WIDE, AS SHOWN ON COUNTY OF RIVERSIDE DEED PLAT 727-77; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89° 25' 28" EAST, 211.37 FEET; THENCE COURSE "A" SOUTH 67° 21' 31" WEST 182.21; THENCE SOUTH 0° 38' 28" WEST, 1046.35 FEET TO THE NORTHERLY LINE OF SAID DAINES STREET; THENCE ALONG SAID NORTHERLY LINE NORTH 89° 38' 45" WEST, 28.34 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

LOT 1 IN BLOCK 8 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 8 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

FOR CONVEYANCING PURPOSES ONLY: APN 317-120-021 (AFFECTS PARCEL ONE)

APN: 317-130-048 (AFFECTS PARCEL TWO)

NOTE: PORTIONS OF PARCELS B AND C (APN NOS. 317-130-018 AND 317-130-020) LISTED BELOW ARE NOT A PART OF THIS SURVEY

PARCEL A:

PARCEL 2 OF CERTIFICATE OF COMPLIANCE NO. 1844, AS EVIDENCED BY DOCUMENT RECORDED APRIL 30, 1984 AS INSTRUMENT NO. 90990 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE NORTHERLY 8.88 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, RECORDS OF RIVERSIDE COUNTY RECORDS, WHICH LIES EAST OF THE EAST LINE OF PARCEL 8832-2, AS CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED FEBRUARY 6, 1983, AS INSTRUMENT NO. 24397, OF OFFICIAL RECORDS.

PARCEL B:

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, RECORDS OF RIVERSIDE COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO RIVERSIDE COUNTY, CALIFORNIA BY DEEDS RECORDED JUNE 13, 1914 IN BOOK 398, PAGE 368 AND OCTOBER 15, 1914 IN BOOK 405, PAGE 7, BOTH OF DEEDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEEDS RECORDED MAY 8, 1982 AS INSTRUMENT NO. 18822 IN BOOK 1406, PAGE 308 AND AUGUST 4, 1983 AS INSTRUMENT NO. 36293 IN BOOK 1497, PAGE 75, BOTH OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THOSE PORTIONS DESCRIBED AS PARCELS 8831-1 AND 8831-2 CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 20, 1982 AS INSTRUMENT 188038 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 482, PAGE 223 OF DEEDS.

PARCEL C:

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, RECORDS OF RIVERSIDE COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO RIVERSIDE COUNTY, CALIFORNIA BY DEEDS RECORDED JUNE 13, 1914 IN BOOK 398, PAGE 368 AND OCTOBER 15, 1914 IN BOOK 405, PAGE 7, BOTH OF DEEDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEEDS RECORDED MAY 15, 1982 AS INSTRUMENT NO. 20584 IN BOOK 1388, PAGE 477 AND AUGUST 4, 1983 AS INSTRUMENT NO. 36298 IN BOOK 1497, PAGE 75, BOTH OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THOSE PORTIONS DESCRIBED AS PARCELS 8830-1 AND 8830-2 CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 20, 1982 AS INSTRUMENT NO. 181523 OF OFFICIAL RECORDS.

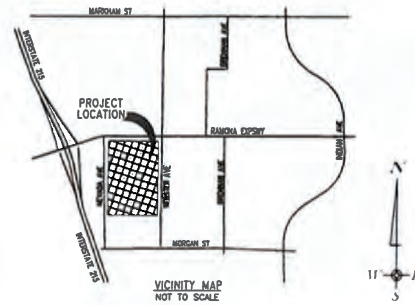
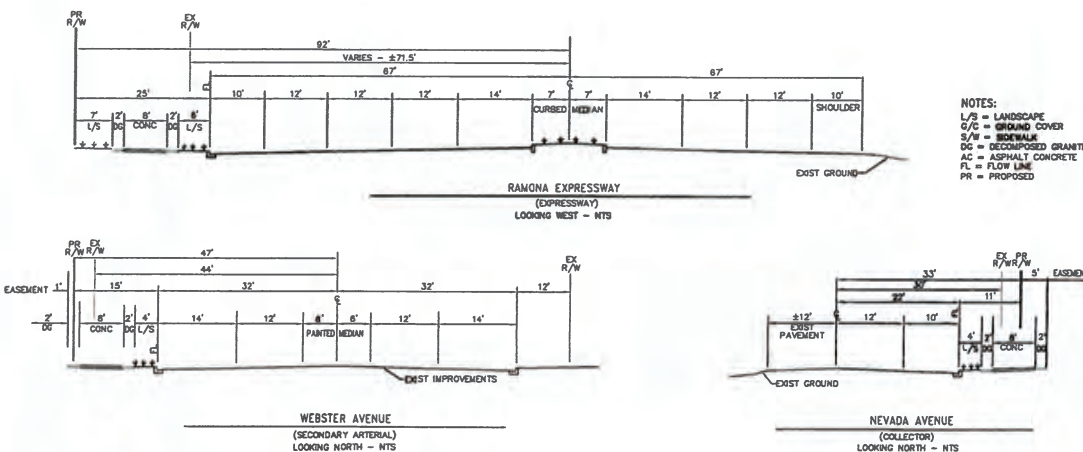
ALSO EXCEPTING THEREFROM ALL SUBTERRANEAN WATER FLOWING OR PERCOLATING THROUGH SAID LAND, AS SET OUT IN DEED TO THE VAL VERDE WATER DISTRICT RECORDED OCTOBER 17, 1918 IN BOOK 482, PAGE 223 OF DEEDS.

APN: 317-130-028 (AFFECTS PARCEL A)
317-130-018 (AFFECTS: PORTION OF PARCEL B) - NOT A PART OF THIS SURVEY
317-130-017 (AFFECTS: PORTION OF PARCEL B)
317-130-020 (AFFECTS: PORTION OF PARCEL C) - NOT A PART OF THIS SURVEY
317-130-021 (AFFECTS: PORTION OF PARCEL C)

ASSESSOR'S PARCEL NUMBERS

317-120-021, 317-130-017, 317-130-021, 317-130-025 & 317-130-048

STREET SECTIONS



EIGHT (8) NUMBERED LOTS - NO LETTERED LOTS
NO PARK/ NO OPEN SPACE ACRES

BOUNDARY AND PARCEL INFORMATION

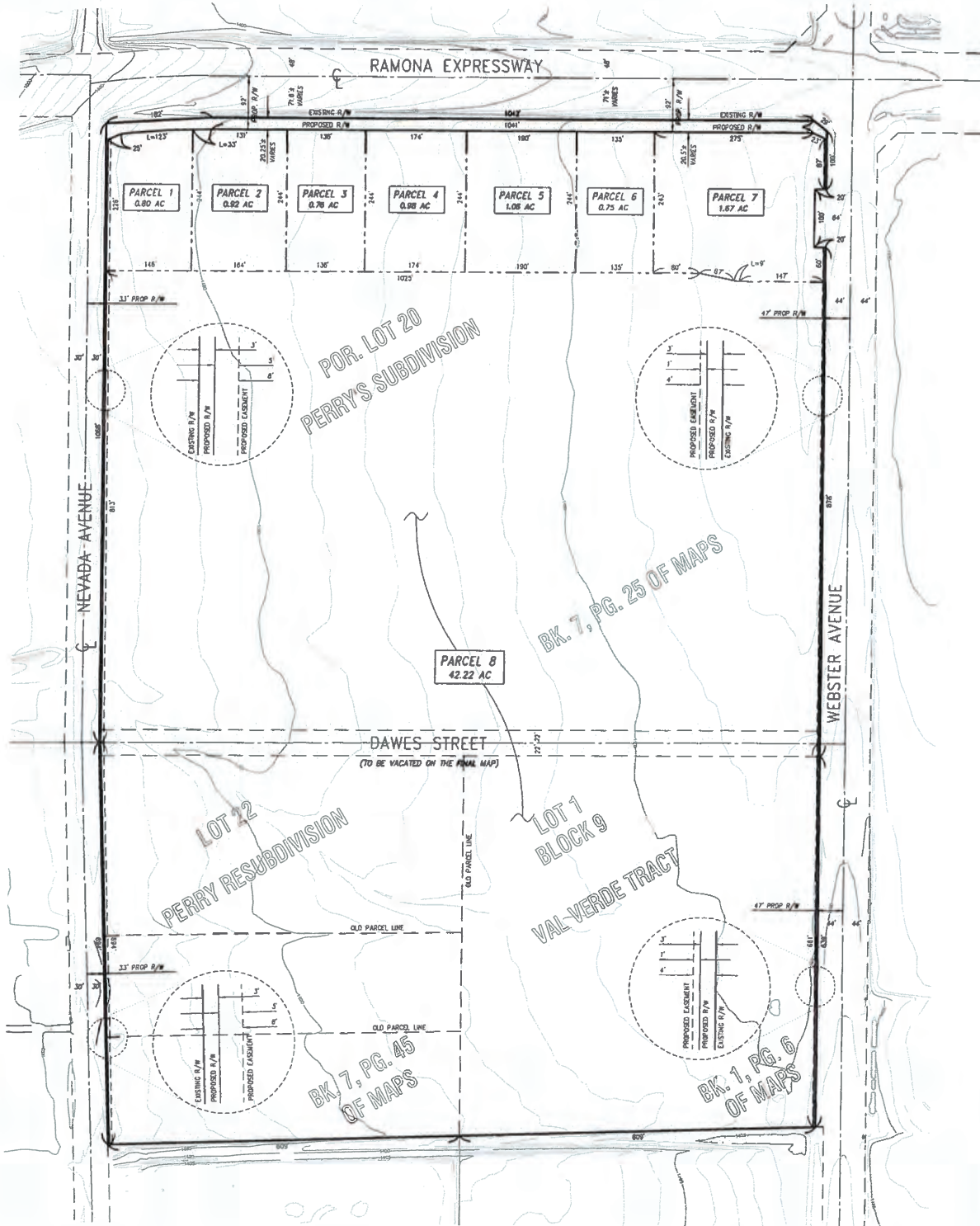
	GROSS	NET
BOUNDARY	48.97 AC / 2,178,883.17 SF	48.17 AC / 2,141,845.40 SF
RETAIL BOUNDARY *	7.55 AC / 329,011.30 SF	6.95 AC / 302,667.12 SF
INDUSTRIAL BOUNDARY **	42.42 AC / 1,847,871.87 SF	42.22 AC / 1,838,978.28 SF
PARCEL 1	0.80 AC / 34,907.60 SF	-
PARCEL 2	0.92 AC / 40,126.38 SF	-
PARCEL 3	0.78 AC / 33,314.86 SF	-
PARCEL 4	0.98 AC / 42,504.23 SF	-
PARCEL 5	1.08 AC / 46,782.90 SF	-
PARCEL 6	0.75 AC / 32,814.76 SF	-
PARCEL 7	1.87 AC / 72,718.38 SF	-
PARCEL 8	42.22 AC / 1,838,978.28 SF	-

* COMPRISED OF PARCELS 1 THROUGH 7

** COMPRISED OF PARCEL 8 (SOUTH OF 1 THROUGH 7)

TENTATIVE PARCEL MAP No. 38292

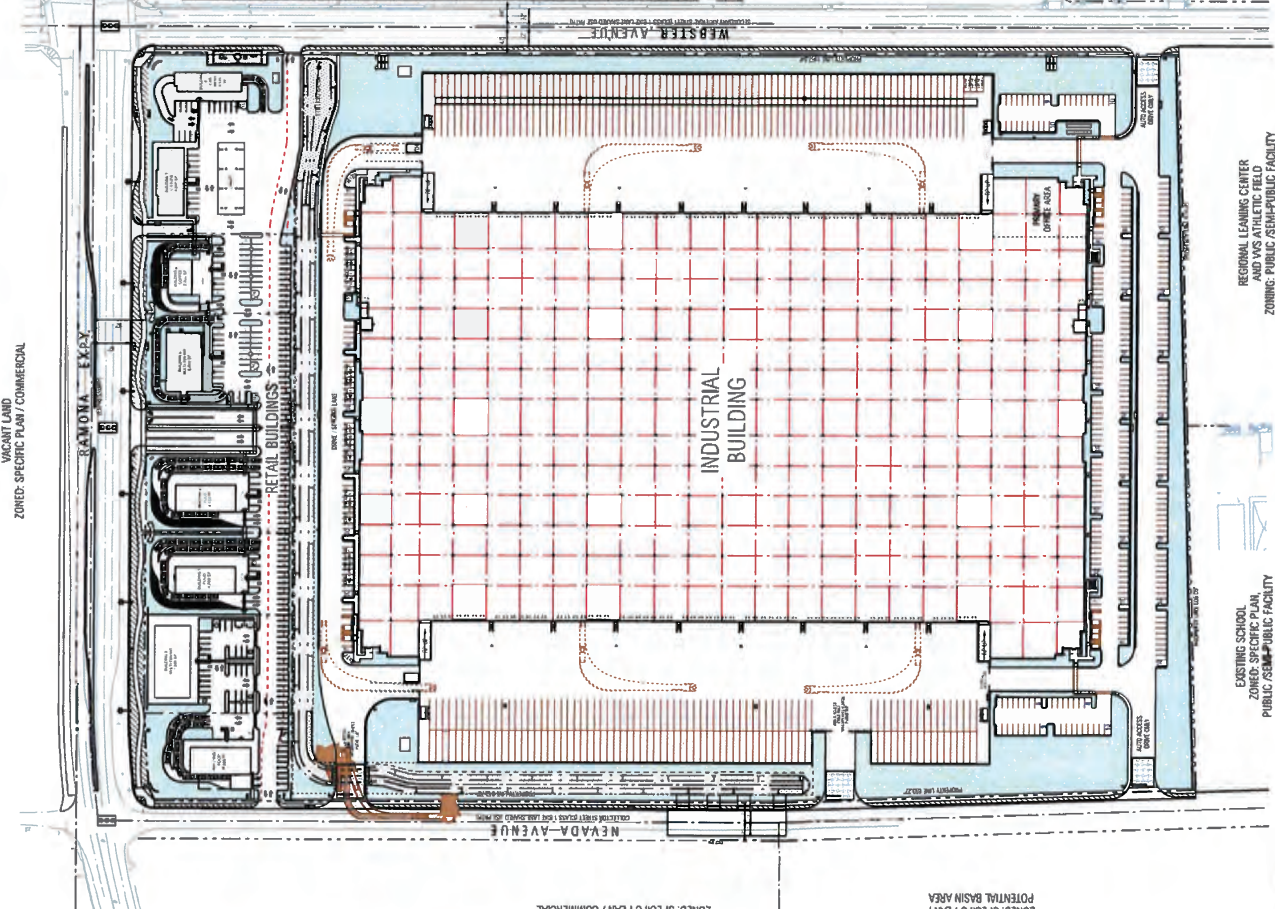
IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



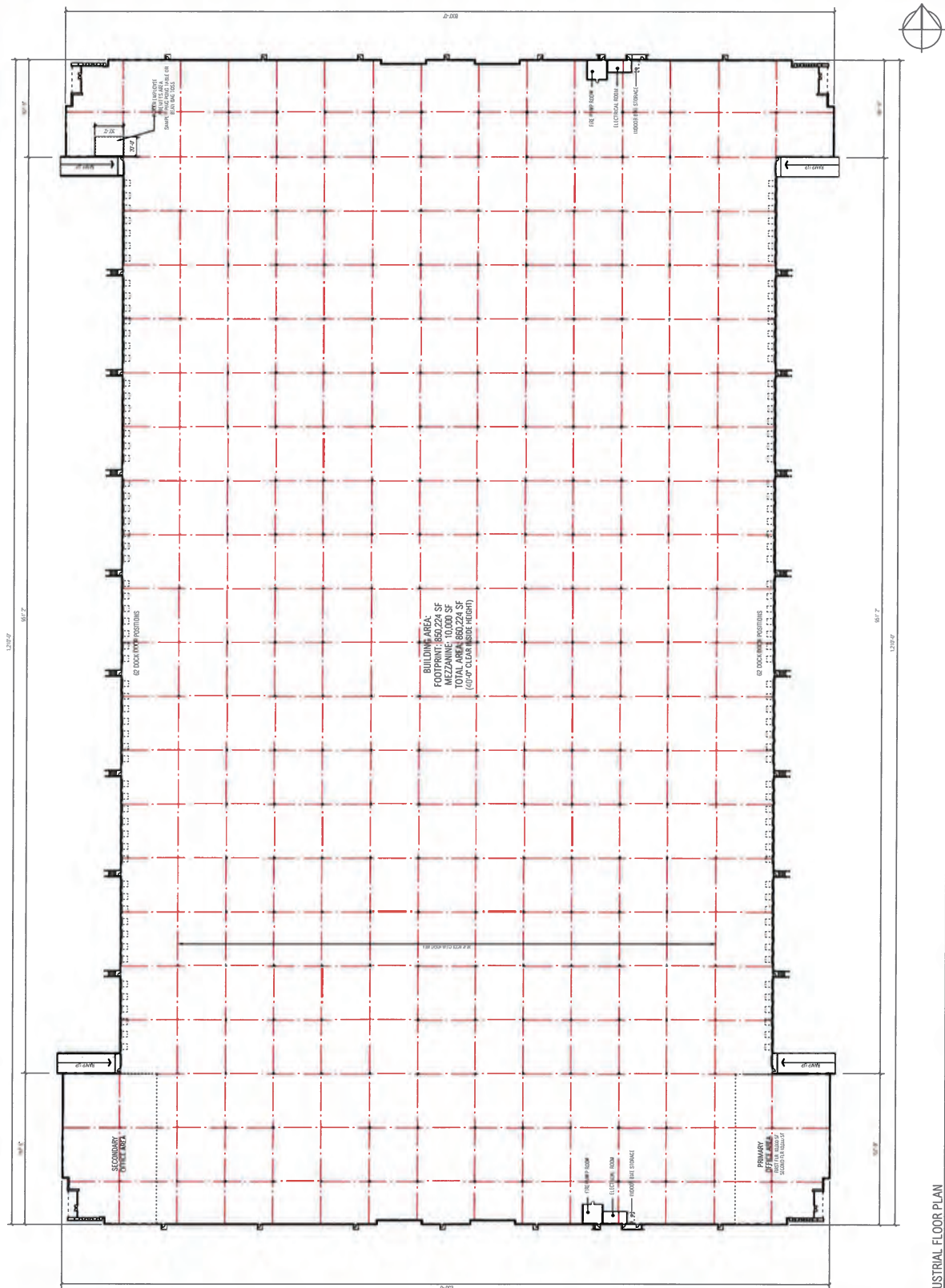
PREPARED BY:	JOB NO.
 P.A. ENGINEERING, INC. 1000 E. DYER ROAD SUITE 301 SANTA ANA, CA 92705 800.714.8842	130-1 SHEET 2 of 2
PREPARATION DATE: Sep 07 2022	

EXHIBIT G

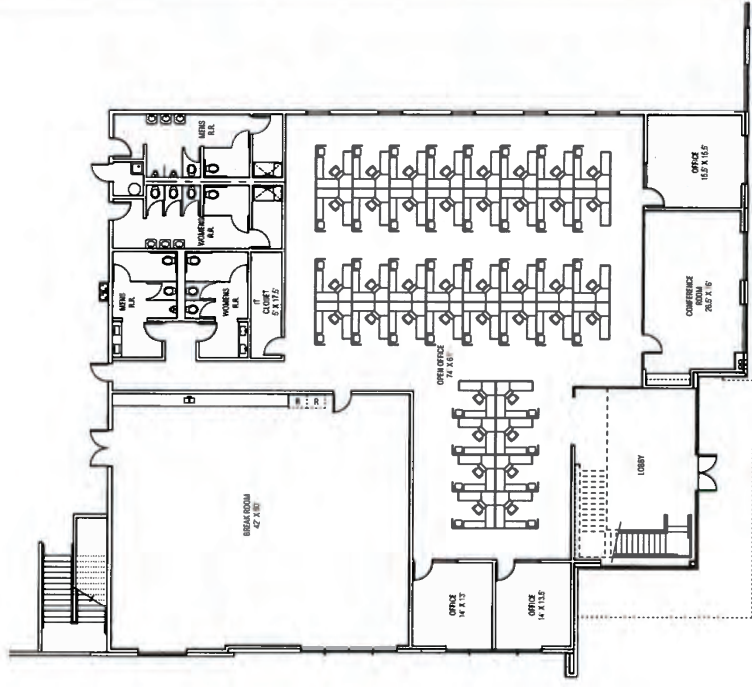
Project Plans

[illegible][illegible]

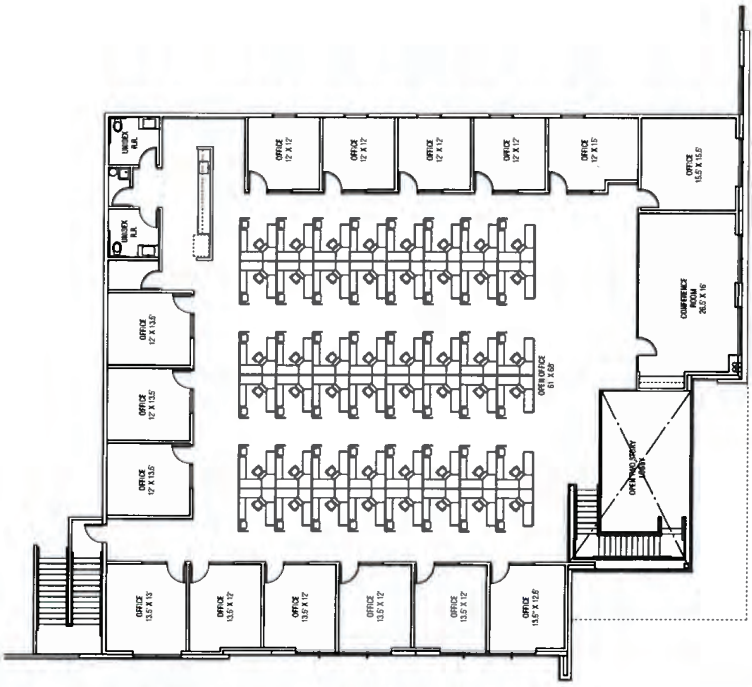
OVERALL COMBINED SITE PLAN
SCALE 1" = 80'-0"



NO.	DATE	DESCRIPTION
1	01/10/18	SCHEMATIC DESIGN
2	02/10/18	SCHEMATIC DESIGN
3	03/10/18	SCHEMATIC DESIGN
4	04/10/18	SCHEMATIC DESIGN
5	05/10/18	SCHEMATIC DESIGN
6	06/10/18	SCHEMATIC DESIGN
7	07/10/18	SCHEMATIC DESIGN
8	08/10/18	SCHEMATIC DESIGN
9	09/10/18	SCHEMATIC DESIGN
10	10/10/18	SCHEMATIC DESIGN
11	11/10/18	SCHEMATIC DESIGN
12	12/10/18	SCHEMATIC DESIGN
13	01/19/19	SCHEMATIC DESIGN
14	02/19/19	SCHEMATIC DESIGN
15	03/19/19	SCHEMATIC DESIGN
16	04/19/19	SCHEMATIC DESIGN
17	05/19/19	SCHEMATIC DESIGN
18	06/19/19	SCHEMATIC DESIGN
19	07/19/19	SCHEMATIC DESIGN
20	08/19/19	SCHEMATIC DESIGN
21	09/19/19	SCHEMATIC DESIGN
22	10/19/19	SCHEMATIC DESIGN
23	11/19/19	SCHEMATIC DESIGN
24	12/19/19	SCHEMATIC DESIGN
25	01/20/20	SCHEMATIC DESIGN
26	02/20/20	SCHEMATIC DESIGN
27	03/20/20	SCHEMATIC DESIGN
28	04/20/20	SCHEMATIC DESIGN
29	05/20/20	SCHEMATIC DESIGN
30	06/20/20	SCHEMATIC DESIGN
31	07/20/20	SCHEMATIC DESIGN
32	08/20/20	SCHEMATIC DESIGN
33	09/20/20	SCHEMATIC DESIGN
34	10/20/20	SCHEMATIC DESIGN
35	11/20/20	SCHEMATIC DESIGN
36	12/20/20	SCHEMATIC DESIGN
37	01/21/21	SCHEMATIC DESIGN
38	02/21/21	SCHEMATIC DESIGN
39	03/21/21	SCHEMATIC DESIGN
40	04/21/21	SCHEMATIC DESIGN
41	05/21/21	SCHEMATIC DESIGN
42	06/21/21	SCHEMATIC DESIGN
43	07/21/21	SCHEMATIC DESIGN
44	08/21/21	SCHEMATIC DESIGN
45	09/21/21	SCHEMATIC DESIGN
46	10/21/21	SCHEMATIC DESIGN
47	11/21/21	SCHEMATIC DESIGN
48	12/21/21	SCHEMATIC DESIGN
49	01/22/22	SCHEMATIC DESIGN
50	02/22/22	SCHEMATIC DESIGN
51	03/22/22	SCHEMATIC DESIGN
52	04/22/22	SCHEMATIC DESIGN
53	05/22/22	SCHEMATIC DESIGN
54	06/22/22	SCHEMATIC DESIGN
55	07/22/22	SCHEMATIC DESIGN
56	08/22/22	SCHEMATIC DESIGN
57	09/22/22	SCHEMATIC DESIGN
58	10/22/22	SCHEMATIC DESIGN
59	11/22/22	SCHEMATIC DESIGN
60	12/22/22	SCHEMATIC DESIGN
61	01/23/23	SCHEMATIC DESIGN
62	02/23/23	SCHEMATIC DESIGN
63	03/23/23	SCHEMATIC DESIGN
64	04/23/23	SCHEMATIC DESIGN
65	05/23/23	SCHEMATIC DESIGN
66	06/23/23	SCHEMATIC DESIGN
67	07/23/23	SCHEMATIC DESIGN
68	08/23/23	SCHEMATIC DESIGN
69	09/23/23	SCHEMATIC DESIGN
70	10/23/23	SCHEMATIC DESIGN
71	11/23/23	SCHEMATIC DESIGN
72	12/23/23	SCHEMATIC DESIGN
73	01/24/24	SCHEMATIC DESIGN
74	02/24/24	SCHEMATIC DESIGN
75	03/24/24	SCHEMATIC DESIGN
76	04/24/24	SCHEMATIC DESIGN
77	05/24/24	SCHEMATIC DESIGN
78	06/24/24	SCHEMATIC DESIGN
79	07/24/24	SCHEMATIC DESIGN
80	08/24/24	SCHEMATIC DESIGN
81	09/24/24	SCHEMATIC DESIGN
82	10/24/24	SCHEMATIC DESIGN
83	11/24/24	SCHEMATIC DESIGN
84	12/24/24	SCHEMATIC DESIGN
85	01/25/25	SCHEMATIC DESIGN
86	02/25/25	SCHEMATIC DESIGN
87	03/25/25	SCHEMATIC DESIGN
88	04/25/25	SCHEMATIC DESIGN
89	05/25/25	SCHEMATIC DESIGN
90	06/25/25	SCHEMATIC DESIGN
91	07/25/25	SCHEMATIC DESIGN
92	08/25/25	SCHEMATIC DESIGN
93	09/25/25	SCHEMATIC DESIGN
94	10/25/25	SCHEMATIC DESIGN
95	11/25/25	SCHEMATIC DESIGN
96	12/25/25	SCHEMATIC DESIGN
97	01/26/26	SCHEMATIC DESIGN
98	02/26/26	SCHEMATIC DESIGN
99	03/26/26	SCHEMATIC DESIGN
100	04/26/26	SCHEMATIC DESIGN



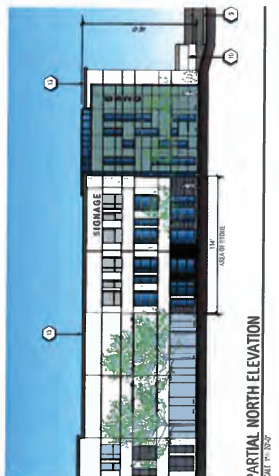
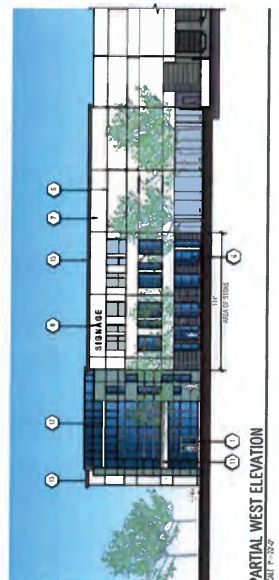
POSSIBLE FIRST OFFICE FLOOR PLAN
SCALE: 1/8" = 1'-0"



POSSIBLE SECOND OFFICE FLOOR PLAN
SCALE: 1/8" = 1'-0"

[illegible]

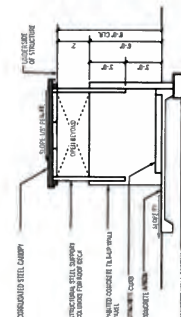
- ## NEW NOTES
- STYLISH FOR SENSITIVITY
1. **VERTICAL** 2. **VERTICAL** 3. **VERTICAL** 4. **VERTICAL** 5. **VERTICAL** 6. **VERTICAL** 7. **VERTICAL** 8. **VERTICAL** 9. **VERTICAL** 10. **VERTICAL** 11. **VERTICAL** 12. **VERTICAL** 13. **VERTICAL** 14. **VERTICAL** 15. **VERTICAL** 16. **VERTICAL** 17. **VERTICAL** 18. **VERTICAL** 19. **VERTICAL** 20. **VERTICAL** 21. **VERTICAL** 22. **VERTICAL** 23. **VERTICAL** 24. **VERTICAL** 25. **VERTICAL** 26. **VERTICAL** 27. **VERTICAL** 28. **VERTICAL** 29. **VERTICAL** 30. **VERTICAL** 31. **VERTICAL** 32. **VERTICAL** 33. **VERTICAL** 34. **VERTICAL** 35. **VERTICAL** 36. **VERTICAL** 37. **VERTICAL** 38. **VERTICAL** 39. **VERTICAL** 40. **VERTICAL** 41. **VERTICAL** 42. **VERTICAL** 43. **VERTICAL** 44. **VERTICAL** 45. **VERTICAL** 46. **VERTICAL** 47. **VERTICAL** 48. **VERTICAL** 49. **VERTICAL** 50. **VERTICAL** 51. **VERTICAL** 52. **VERTICAL** 53. **VERTICAL** 54. **VERTICAL** 55. **VERTICAL** 56. **VERTICAL** 57. **VERTICAL** 58. **VERTICAL** 59. **VERTICAL** 60. **VERTICAL** 61. **VERTICAL** 62. **VERTICAL** 63. **VERTICAL** 64. **VERTICAL** 65. **VERTICAL** 66. **VERTICAL** 67. **VERTICAL** 68. **VERTICAL** 69. **VERTICAL** 70. **VERTICAL** 71. **VERTICAL** 72. **VERTICAL** 73. **VERTICAL** 74. **VERTICAL** 75. **VERTICAL** 76. **VERTICAL** 77. **VERTICAL** 78. **VERTICAL** 79. **VERTICAL** 80. **VERTICAL** 81. **VERTICAL** 82. **VERTICAL** 83. **VERTICAL** 84. **VERTICAL** 85. **VERTICAL** 86. **VERTICAL** 87. **VERTICAL** 88. **VERTICAL** 89. **VERTICAL** 90. **VERTICAL** 91. **VERTICAL** 92. **VERTICAL** 93. **VERTICAL** 94. **VERTICAL** 95. **VERTICAL** 96. **VERTICAL** 97. **VERTICAL** 98. **VERTICAL** 99. **VERTICAL** 100. **VERTICAL**



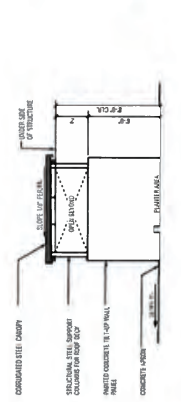
NO.	REVISION	DATE
1	ISSUED FOR PERMIT	11/15/2017
2	ISSUED FOR PERMIT	11/15/2017
3	ISSUED FOR PERMIT	11/15/2017
4	ISSUED FOR PERMIT	11/15/2017
5	ISSUED FOR PERMIT	11/15/2017
6	ISSUED FOR PERMIT	11/15/2017
7	ISSUED FOR PERMIT	11/15/2017
8	ISSUED FOR PERMIT	11/15/2017
9	ISSUED FOR PERMIT	11/15/2017
10	ISSUED FOR PERMIT	11/15/2017
11	ISSUED FOR PERMIT	11/15/2017
12	ISSUED FOR PERMIT	11/15/2017
13	ISSUED FOR PERMIT	11/15/2017
14	ISSUED FOR PERMIT	11/15/2017
15	ISSUED FOR PERMIT	11/15/2017
16	ISSUED FOR PERMIT	11/15/2017
17	ISSUED FOR PERMIT	11/15/2017
18	ISSUED FOR PERMIT	11/15/2017
19	ISSUED FOR PERMIT	11/15/2017
20	ISSUED FOR PERMIT	11/15/2017
21	ISSUED FOR PERMIT	11/15/2017
22	ISSUED FOR PERMIT	11/15/2017
23	ISSUED FOR PERMIT	11/15/2017
24	ISSUED FOR PERMIT	11/15/2017
25	ISSUED FOR PERMIT	11/15/2017
26	ISSUED FOR PERMIT	11/15/2017
27	ISSUED FOR PERMIT	11/15/2017
28	ISSUED FOR PERMIT	11/15/2017
29	ISSUED FOR PERMIT	11/15/2017
30	ISSUED FOR PERMIT	11/15/2017
31	ISSUED FOR PERMIT	11/15/2017
32	ISSUED FOR PERMIT	11/15/2017
33	ISSUED FOR PERMIT	11/15/2017
34	ISSUED FOR PERMIT	11/15/2017
35	ISSUED FOR PERMIT	11/15/2017
36	ISSUED FOR PERMIT	11/15/2017
37	ISSUED FOR PERMIT	11/15/2017
38	ISSUED FOR PERMIT	11/15/2017
39	ISSUED FOR PERMIT	11/15/2017
40	ISSUED FOR PERMIT	11/15/2017
41	ISSUED FOR PERMIT	11/15/2017
42	ISSUED FOR PERMIT	11/15/2017
43	ISSUED FOR PERMIT	11/15/2017
44	ISSUED FOR PERMIT	11/15/2017
45	ISSUED FOR PERMIT	11/15/2017
46	ISSUED FOR PERMIT	11/15/2017
47	ISSUED FOR PERMIT	11/15/2017
48	ISSUED FOR PERMIT	11/15/2017
49	ISSUED FOR PERMIT	11/15/2017
50	ISSUED FOR PERMIT	11/15/2017
51	ISSUED FOR PERMIT	11/15/2017
52	ISSUED FOR PERMIT	11/15/2017
53	ISSUED FOR PERMIT	11/15/2017
54	ISSUED FOR PERMIT	11/15/2017
55	ISSUED FOR PERMIT	11/15/2017
56	ISSUED FOR PERMIT	11/15/2017
57	ISSUED FOR PERMIT	11/15/2017
58	ISSUED FOR PERMIT	11/15/2017
59	ISSUED FOR PERMIT	11/15/2017
60	ISSUED FOR PERMIT	11/15/2017
61	ISSUED FOR PERMIT	11/15/2017
62	ISSUED FOR PERMIT	11/15/2017
63	ISSUED FOR PERMIT	11/15/2017
64	ISSUED FOR PERMIT	11/15/2017
65	ISSUED FOR PERMIT	11/15/2017
66	ISSUED FOR PERMIT	11/15/2017
67	ISSUED FOR PERMIT	11/15/2017
68	ISSUED FOR PERMIT	11/15/2017
69	ISSUED FOR PERMIT	11/15/2017
70	ISSUED FOR PERMIT	11/15/2017
71	ISSUED FOR PERMIT	11/15/2017
72	ISSUED FOR PERMIT	11/15/2017
73	ISSUED FOR PERMIT	11/15/2017
74	ISSUED FOR PERMIT	11/15/2017
75	ISSUED FOR PERMIT	11/15/2017
76	ISSUED FOR PERMIT	11/15/2017
77	ISSUED FOR PERMIT	11/15/2017
78	ISSUED FOR PERMIT	11/15/2017
79	ISSUED FOR PERMIT	11/15/2017
80	ISSUED FOR PERMIT	11/15/2017
81	ISSUED FOR PERMIT	11/15/2017
82	ISSUED FOR PERMIT	11/15/2017
83	ISSUED FOR PERMIT	11/15/2017
84	ISSUED FOR PERMIT	11/15/2017
85	ISSUED FOR PERMIT	11/15/2017
86	ISSUED FOR PERMIT	11/15/2017
87	ISSUED FOR PERMIT	11/15/2017
88	ISSUED FOR PERMIT	11/15/2017
89	ISSUED FOR PERMIT	11/15/2017
90	ISSUED FOR PERMIT	11/15/2017
91	ISSUED FOR PERMIT	11/15/2017
92	ISSUED FOR PERMIT	11/15/2017
93	ISSUED FOR PERMIT	11/15/2017
94	ISSUED FOR PERMIT	11/15/2017
95	ISSUED FOR PERMIT	11/15/2017
96	ISSUED FOR PERMIT	11/15/2017
97	ISSUED FOR PERMIT	11/15/2017
98	ISSUED FOR PERMIT	11/15/2017
99	ISSUED FOR PERMIT	11/15/2017
100	ISSUED FOR PERMIT	11/15/2017



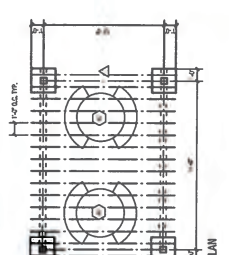
TYPICAL TRASH ENCLOSURE FRONT ELEVATION
SCALE: 1/4" = 1'-0"



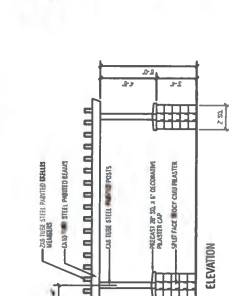
TYPICAL TRASH ENCLOSURE SIDE ELEVATION
SCALE: 1/4" = 1'-0"



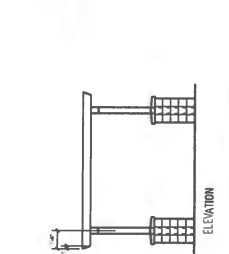
TYPICAL TRASH ENCLOSURE BACK ELEVATION
SCALE: 1/4" = 1'-0"



TYPICAL TUBE STEEL FENCE ELEVATION
SCALE: 1/4" = 1'-0"



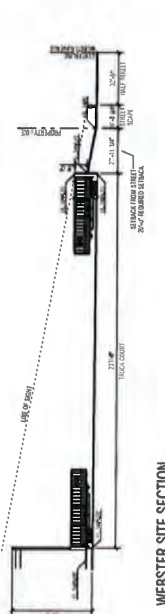
TYPICAL LUNCH PATIO TRELLIS ELEVATION
SCALE: 1/4" = 1'-0"



TYPICAL LUNCH PATIO TRELLIS PLAN
SCALE: 1/4" = 1'-0"



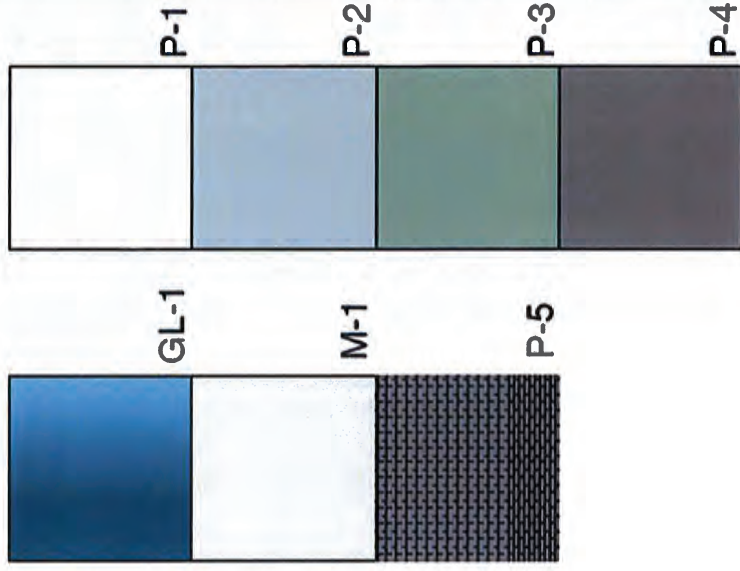
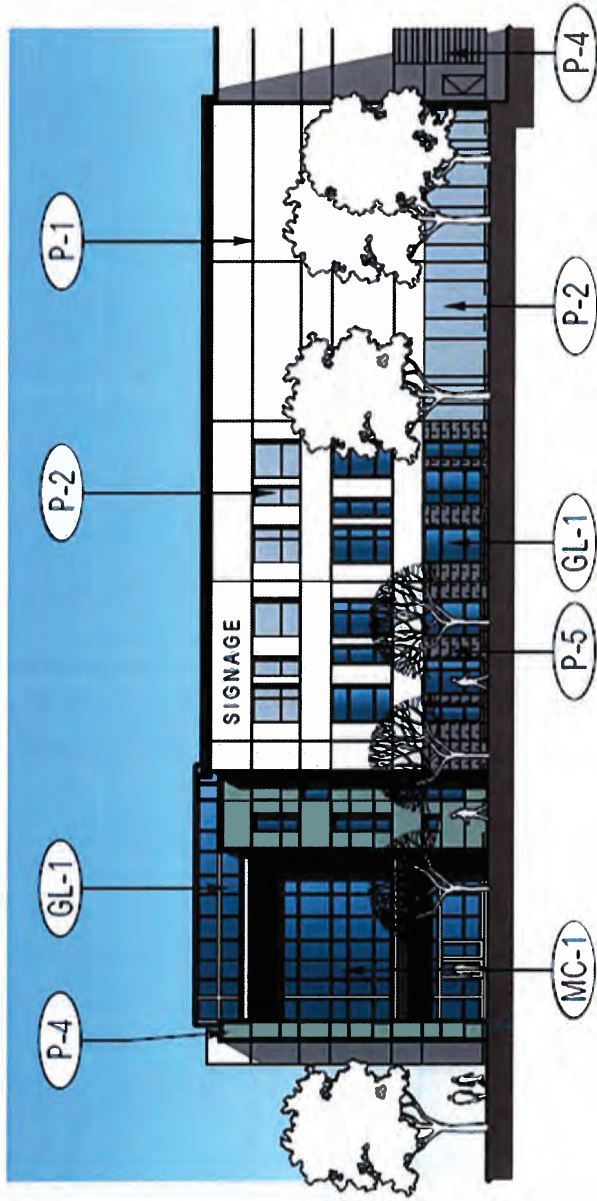
WEST ELEVATION - WITH SCREEN WALL (EAST ELEVATION SIMILAR)
SCALE: 1/4" = 1'-0"



WEBSTER SITE SECTION
SCALE: 1/4" = 1'-0"



NEVADA SITE SECTION
SCALE: 1/4" = 1'-0"



PARTIAL ENTRY ELEVATION

SCALE 1" = 30'-0"

FINISH SCHEDULE

CODE	MATERIAL	DESCRIPTION
P-1	FIELD COLOR	COLOR: SHERWIN WILLIAMS SW 7063 NEBULOUS WHITE
P-2	ACCENT COLOR	COLOR: SHERWIN WILLIAMS SW 7650 ELLIE GRAY
P-3	ACCENT COLOR	COLOR: SHERWIN WILLIAMS SW 6192 COASTAL PLAIN
P-4	BASE COLOR	COLOR: SHERWIN WILLIAMS SW 7067 CITYSCAPE
P-5	BRICK MATERIAL	COLOR: BRICK MATERIAL TO MATCH SW 7067 CITYSCAPE
GL-1	GLAZING	BLUE REFLECTIVE GLAZING - SOLARCOOL PACIFICA
M-1	MULLIONS	CLEAR ANODIZED ALUMINUM

RAMONA GATEWAY
COMMERCE CENTER

0000 WEBSTER AVENUE
PERRIS, CA

PERRIS LANDCO, LLC

RG A

Office of Architectural Design

15231 Alton Parkway, Suite 100
Irvine, CA 92618

T 949-341-0920
FX 949-341-0922

Ramona Gateway Retail Project



Retail Architectural Theme Elevation

RGD

Office of Architectural Design
1527 Alameda Avenue, Suite 100
Perris, CA 92370
Phone: 951-841-0000
Fax: 951-841-0005

CONTRACT

PROJECT LOCATION: TACOS

RAMONA GATEWAY
COMMERCE CENTER

0000 WEBSTER AVENUE
CITY OF PERRIS, CA

deca

PERRIS LANDCO, LLC
OWNER PHONE: 951-372-5764
OWNER FAX: 951-372-5764
EMAIL: owner@perrislandco.com

NO.	DATE	DESCRIPTION
1	10/1/10	PRELIMINARY DESIGN
2	10/1/10	PRELIMINARY DESIGN
3	10/1/10	PRELIMINARY DESIGN
4	10/1/10	PRELIMINARY DESIGN
5	10/1/10	PRELIMINARY DESIGN
6	10/1/10	PRELIMINARY DESIGN
7	10/1/10	PRELIMINARY DESIGN
8	10/1/10	PRELIMINARY DESIGN
9	10/1/10	PRELIMINARY DESIGN
10	10/1/10	PRELIMINARY DESIGN
11	10/1/10	PRELIMINARY DESIGN
12	10/1/10	PRELIMINARY DESIGN
13	10/1/10	PRELIMINARY DESIGN
14	10/1/10	PRELIMINARY DESIGN
15	10/1/10	PRELIMINARY DESIGN
16	10/1/10	PRELIMINARY DESIGN
17	10/1/10	PRELIMINARY DESIGN
18	10/1/10	PRELIMINARY DESIGN
19	10/1/10	PRELIMINARY DESIGN
20	10/1/10	PRELIMINARY DESIGN
21	10/1/10	PRELIMINARY DESIGN
22	10/1/10	PRELIMINARY DESIGN
23	10/1/10	PRELIMINARY DESIGN
24	10/1/10	PRELIMINARY DESIGN
25	10/1/10	PRELIMINARY DESIGN
26	10/1/10	PRELIMINARY DESIGN
27	10/1/10	PRELIMINARY DESIGN
28	10/1/10	PRELIMINARY DESIGN
29	10/1/10	PRELIMINARY DESIGN
30	10/1/10	PRELIMINARY DESIGN
31	10/1/10	PRELIMINARY DESIGN
32	10/1/10	PRELIMINARY DESIGN
33	10/1/10	PRELIMINARY DESIGN
34	10/1/10	PRELIMINARY DESIGN
35	10/1/10	PRELIMINARY DESIGN
36	10/1/10	PRELIMINARY DESIGN
37	10/1/10	PRELIMINARY DESIGN
38	10/1/10	PRELIMINARY DESIGN
39	10/1/10	PRELIMINARY DESIGN
40	10/1/10	PRELIMINARY DESIGN
41	10/1/10	PRELIMINARY DESIGN
42	10/1/10	PRELIMINARY DESIGN
43	10/1/10	PRELIMINARY DESIGN
44	10/1/10	PRELIMINARY DESIGN
45	10/1/10	PRELIMINARY DESIGN
46	10/1/10	PRELIMINARY DESIGN
47	10/1/10	PRELIMINARY DESIGN
48	10/1/10	PRELIMINARY DESIGN
49	10/1/10	PRELIMINARY DESIGN
50	10/1/10	PRELIMINARY DESIGN
51	10/1/10	PRELIMINARY DESIGN
52	10/1/10	PRELIMINARY DESIGN
53	10/1/10	PRELIMINARY DESIGN
54	10/1/10	PRELIMINARY DESIGN
55	10/1/10	PRELIMINARY DESIGN
56	10/1/10	PRELIMINARY DESIGN
57	10/1/10	PRELIMINARY DESIGN
58	10/1/10	PRELIMINARY DESIGN
59	10/1/10	PRELIMINARY DESIGN
60	10/1/10	PRELIMINARY DESIGN
61	10/1/10	PRELIMINARY DESIGN
62	10/1/10	PRELIMINARY DESIGN
63	10/1/10	PRELIMINARY DESIGN
64	10/1/10	PRELIMINARY DESIGN
65	10/1/10	PRELIMINARY DESIGN
66	10/1/10	PRELIMINARY DESIGN
67	10/1/10	PRELIMINARY DESIGN
68	10/1/10	PRELIMINARY DESIGN
69	10/1/10	PRELIMINARY DESIGN
70	10/1/10	PRELIMINARY DESIGN
71	10/1/10	PRELIMINARY DESIGN
72	10/1/10	PRELIMINARY DESIGN
73	10/1/10	PRELIMINARY DESIGN
74	10/1/10	PRELIMINARY DESIGN
75	10/1/10	PRELIMINARY DESIGN
76	10/1/10	PRELIMINARY DESIGN
77	10/1/10	PRELIMINARY DESIGN
78	10/1/10	PRELIMINARY DESIGN
79	10/1/10	PRELIMINARY DESIGN
80	10/1/10	PRELIMINARY DESIGN
81	10/1/10	PRELIMINARY DESIGN
82	10/1/10	PRELIMINARY DESIGN
83	10/1/10	PRELIMINARY DESIGN
84	10/1/10	PRELIMINARY DESIGN
85	10/1/10	PRELIMINARY DESIGN
86	10/1/10	PRELIMINARY DESIGN
87	10/1/10	PRELIMINARY DESIGN
88	10/1/10	PRELIMINARY DESIGN
89	10/1/10	PRELIMINARY DESIGN
90	10/1/10	PRELIMINARY DESIGN
91	10/1/10	PRELIMINARY DESIGN
92	10/1/10	PRELIMINARY DESIGN
93	10/1/10	PRELIMINARY DESIGN
94	10/1/10	PRELIMINARY DESIGN
95	10/1/10	PRELIMINARY DESIGN
96	10/1/10	PRELIMINARY DESIGN
97	10/1/10	PRELIMINARY DESIGN
98	10/1/10	PRELIMINARY DESIGN
99	10/1/10	PRELIMINARY DESIGN
100	10/1/10	PRELIMINARY DESIGN

SITE PLAN

WCA OFFICE OF A
SHEET TITLE
SITE PLAN

RG&
Office of Architectural Design

13231 Alameda Parkway, Suite 100
Irvine, CA 92618
Tel: 949.314-2000
Fax: 949.314-0772

CONSULTANT	
------------	--

RAMONA GATEWAY
COMMERCE CENTER

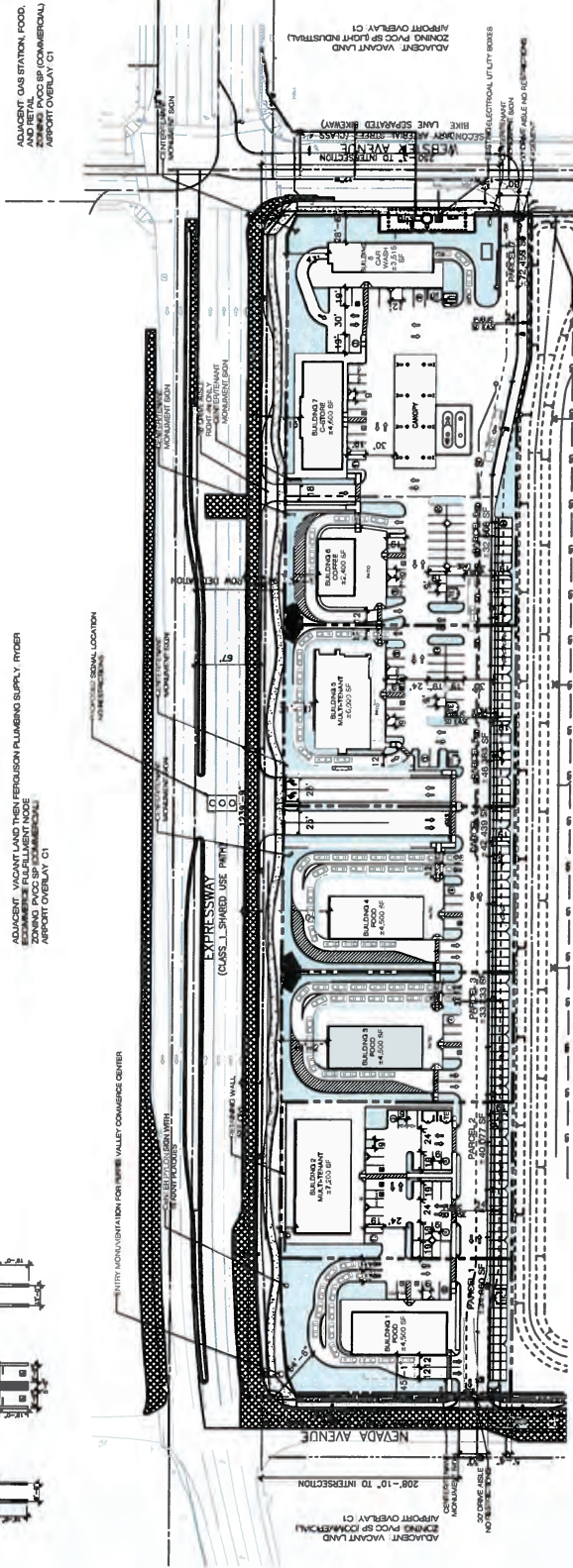
0000 WEBSTER AVENUE
CITY OF FERRIS, CA

PERISS LANDCO, LLC
OWNER PHONE 1-312-576-4291
OWNER DANIEL SACHS
EMAIL: daniel.sachs@decad.com

[illegible]

SITE LEGEND

- ON-SITE LANDSCAPED AREA
- SITE PROPERTY LINES
- CITY CURBS AND OUTLINE LINES
- STREET CENTER LINES
- ON-SITE CURB LINES
- ON-SITE PARKING
- FUTURE ELECTRICAL VEHICLE STALLS
- EVS ELECTRICAL VEHICLE CHARGING STATION
- TYPICAL STANDARD PARKING STALL
- TYPICAL ACCESSIBLE STALL
- TYPICAL VACUUM STALL



SITE INFORMATION:

APPLICANT/ PROPERTY OWNER:
PERRIS LANDCO, LLC
201 SPEAR STREET, SUITE 1100
SAN FRANCISCO, CA 94105
DANIEL SACHS
EMAIL: daniel.sachs@decaco.com

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:
A PTN OF LOT 20 PERRY'S SUBDIVISION, BK 7/PG 25 OF MAPS, TOGETHER WITH A PTNS OF LOT 22 PERRY'S RE-SUBDIVISION, BK 7/PG 45 OF MAPS, ALL OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE.

ZONING: PVCC SP (PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN: COMMERCIAL)
AIRPORT OVERLAY: C1

ASSESSOR'S PARCEL NO.: 3171 20021

PROJECT INFORMATION:

- SITE INFORMATION:
- TOTAL GROSS SITE AREA: ±2,176,883 SF (49.97 AC)
- TOTAL NET SITE AREA: ±2,141,646 SF (49.17 AC)
- RETAIL GROSS SITE AREA: ±329,012 (7.55 AC)
- RETAIL NET SITE AREA: ±302,667 (6.95 AC)

LANDSCAPE INFORMATION:

- MINIMUM LANDSCAPE COVERAGE REQUIRED: 10%
- TOTAL LANDSCAPE COVERAGE PROVIDED: ±54,291 SQ FT (18% OF TOTAL SITE) (4.4% OF PARKING AREA)

BUILDING INFORMATION:

- BUILDING 1: FOOD, ±4,500 SQ FT
- BUILDING 2: MULTI-TENANT, ±7,200 SQ FT
- BUILDING 3: FOOD, ±4,500 SQ FT
- BUILDING 4: FOOD, ±4,500 SQ FT
- BUILDING 5: MULTI-TENANT, ±6,000 SQ FT
- BUILDING 6: COFFEE, ±2,400 SQ FT
- BUILDING 7: C-STORE, ±4,600 SQ FT
- BUILDING 8: CAR WASH, ±3,515 SQ FT
- TOTAL SQUARE FOOTAGE: ±37,215 SQ FT

- MAXIMUM LOT COVERAGE BY STRUCTURE ALLOWED: 50%
- RETAIL LOT COVERAGE PROVIDED: 11.28%

PARKING INFORMATION:

- COMMUNITY SHOPPING CENTER: 11/200 SF
- PARKING DIMENSIONS: 9' x 19'
- (VACUUM STALLS 12' x 19')
- TOTAL STALLS REQUIRED: 187 STALLS
- TOTAL STALLS PROVIDED:
- ACCESSIBLE STALLS: 15 STALLS
- STANDARD STALLS: 165 STALLS
- VACUUM STALLS: 11 STALLS
- EV STALLS: 22 STALLS
- EVCS STALLS: 2 STALLS
- TOTAL PROVIDED: 215 STALLS
- PARKING RATIO: APPROX. 5.81/1000SF

NOTE:

- LOADING ZONES, CAN/FE/VE/CS STALL INFORMATION TO BE CONFIRMED PRIOR TO PLAN CHECK
- SIGNAGE FOR PEDESTRIAN/BICYCLE CROSSING AND STOP SIGN

RAMONA GATEWAY COMMERCE CENTER

PERRIS RAMONA EXPRESSWAY AND WEBSTER AVENUE
PERRIS, CALIFORNIA

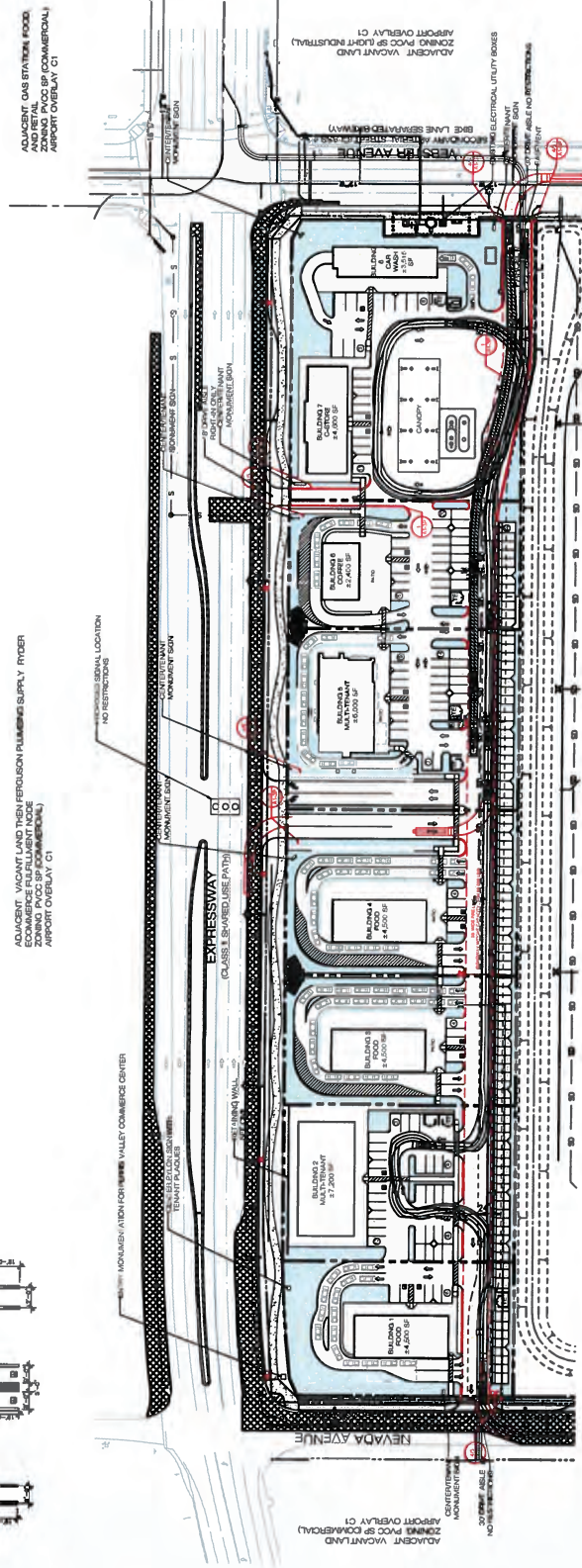
1-RETAIL SITE PLAN

Scale: 1" = 50'-0"
June 20, 2022

BICKEL GROUP
3800 BIRCH STREET, SUITE 120
PERRIS, CA 92404
P: 948.757.0511 F: 948.757.0511
WWW.BICKELGROUP.COM

P: 948.757.0511
A: 948.757.0511
E: 948.757.0511
F: 948.757.0511
WWW.BICKELGROUP.COM

ON-SITE LANDSCAPED AREA	
SITE PROPERTY LINES	
CITY CURB AND GUTTER LINES	
STREET CENTERLINES	
ON-SITE CURB LINES	
ON SITE PARKING	
FIRE HYDRANT	



APPLICANT/PROPERTY OWNER:
PERRIS LANDCO, LLC
201 SPEAR STREET, SUITE 1100
SAN FRANCISCO, CA 94105
DANIEL SACHS
EMAIL: daniel.sachs@decaco.com

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

ASSESSOR'S PARCEL NO.: 317120021

SITE INFORMATION:

- TOTAL GROSS SITE AREA: ±2,176,883 SF (49.97 AC)
- TOTAL NET SITE AREA: ±2,141,645 SF (49.17 AC)
- RETAIL GROSS SITE AREA: ±329,012 (7.55 AC)
- RETAIL NET SITE AREA: ±302,667 (6.95 AC)

- MINIMUM LANDSCAPE COVERAGE REQUIRED:
10%

- **TOTAL LANDSCAPE COVERAGE PROVIDED:**
±54,291 SQ FT (18% OF TOTAL SITE)
(4.4% OF PARKING AREA)

- BUILDING 1: FOOD, ±4,500 SQ FT
- BUILDING 2: MULTI-TENANT, ±7,200 SQ FT
- BUILDING 3: FOOD, ±4,500 SQ FT
- BUILDING 4: FOOD, ±4,500 SQ FT
- BUILDING 5: MULTI-TENANT, ±6,000 SQ FT
- BUILDING 6: COFFEE, ±2,400 SQ FT
- BUILDING 7: C-STORE, ±4,600 SQ FT
- BUILDING 8: CAR WASH, ±3,515 SQ FT

- TOTAL SQUARE FOOTAGE: ±37,215 SQ FT
- MAXIMUM LOT COVERAGE BY STRUCTURE ALLOWED: 50%
- RETAIL LOT COVERAGE PROVIDED: 11.28%

COMMUNITY SHOPPING CENTER: 1/200 SF
PARKING DIMENSIONS: 9' x 19'
(VACUUM STALLS 12' x 19')

- TOTAL STALLS PROVIDED: 215 STALLS
(+11 VACUUM STALLS)
PARKING RATIO: APPROX. 5.9/1000SF

NOTE:
LOADING ZONES, CAV/EV STALL LOCATIONS TO
BE IDENTIFIED PRIOR TO PLAN CHECK

RAMONA GATEWAY COMMERCE CENTER
PERRIS RAMONA EXPRESSWAY AND WEBSTER AVENUE
PERRIS, CALIFORNIA

**BICKEL GROUP
ARCHITECTURE**
BICKEL GROUP INCORPORATED
3600 BIRCH STREET, SUITE 120
NEWPORT BEACH, CA 92660
P: 949.757.0411 F: 949.757.0511
WWW.BICKELGROUP.COM

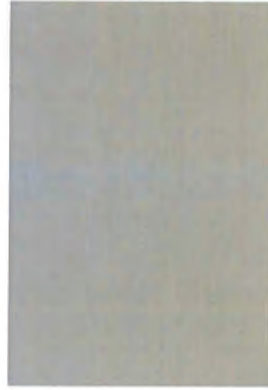
2-RETAIL TRUCK
ACCESS PL

Scale: 1" = 50'-0"

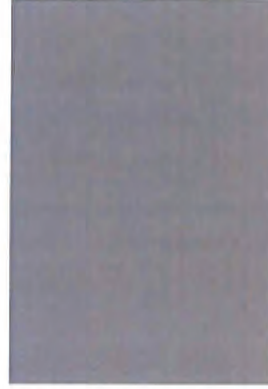
P:\21121320 - Portis Ramona Expressway and Wobster
Avenue\Design\Style\211320 - Site Plan.DWG



PLASTER/STUCCO
SHERWIN WILLIAMS
NATURAL TAN
SW 7567



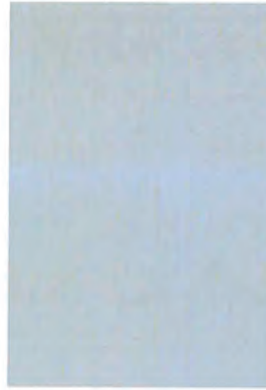
PLASTER/STUCCO
SHERWIN WILLIAMS
PERFECT GREIGE
SW 6073



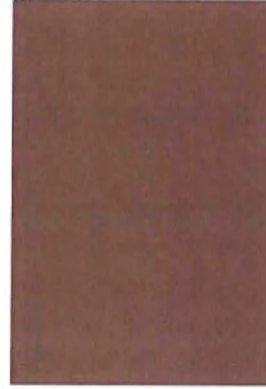
PLASTER/STUCCO
SHERWIN WILLIAMS
POLISHED CONCRETE
SW 9167



PLASTER/STUCCO
SHERWIN WILLIAMS
FUNCTIONAL GRAY
SW 7024



PLASTER/STUCCO
SHERWIN WILLIAMS
ALPACA
SW 7027



PLASTER/STUCCO
SHERWIN WILLIAMS
DOWN HOME
SW 6081



CEMENTITIOUS WOOD SIDING
BICKELWOOD CUSTOM COLOR



BRICK
BELDEN BRICK
BELCREST 730



SUNBRELLA FABRIC
BEAUFORT MUSHROOM
6" TYP. ALTERNATING STRIPES



BICKEL GROUP
ARCHITECTURE
BICKEL GROUP INCORPORATED
10000 BICKEL BLVD
NEWPORT BEACH, CA 92660
P: 949.797.0411 F: 949.797.0811
WWW.BICKELGROUP.COM

RAMONA GATEWAY COMMERCE CENTER

PERRIS RAMONA EXPRESSWAY AND WEBSTER AVENUE
PERRIS, CALIFORNIA

COLOR/MATERIAL
BOARD
June 20, 2022

P:\9111320 - Perris Ramona Expressway and Webster
Avenue\Design\Board\02021320 Boarding 1 Multi-Tenant - Elevators.dwg
Author: J. Bickel Date: 06/20/2022 Time: 10:00:00 AM
PLOT: 06/20/2022 10:00:00 AM
PLOT: 06/20/2022 10:00:00 AM



Maximum Applied Water Allowance (MAWA) for Individual Site Landscaped Area

Year ended June 30	V. Admitted Prisoners	SPR Status C/D/B	MAGN	Growth Pct Yr	1986 Est. Yr	Cuba Pn Per Hous	CRF Total	Ave Pn Per Yr
0	0.0	0%	NO SPR	1.7%yr	1.7g	48.10	4.80	1
0			NO SPR		0	0	0	0

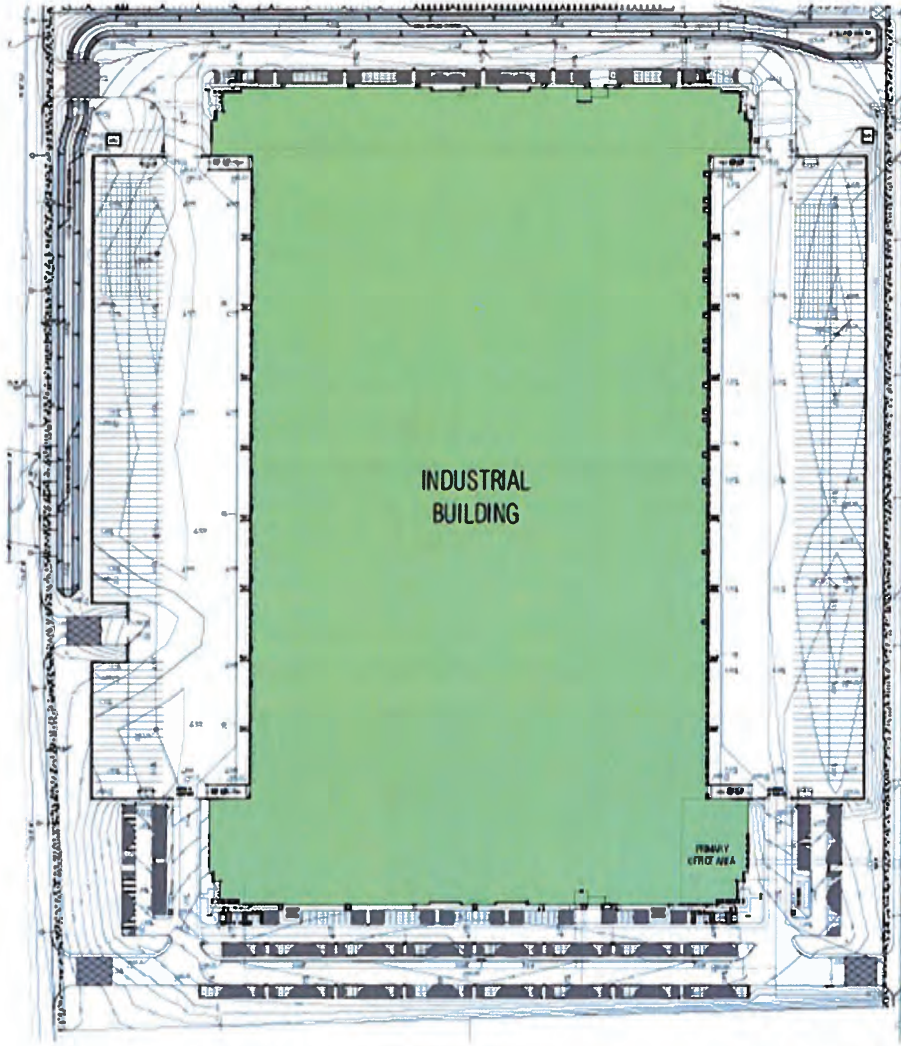
Water Budget Calculator		
NAME	STUD	STAGE
DATE	DATE	DATE

[illegible]

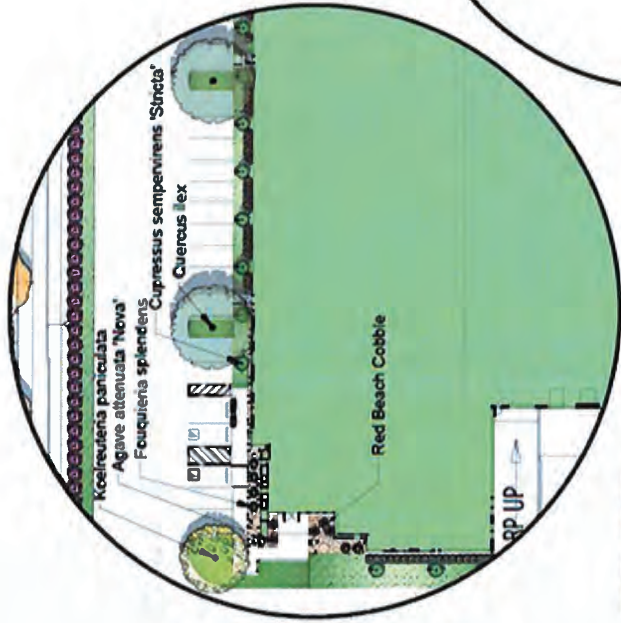
Karnataka State Unit for Special Language Aged			SLA C Certificate	
Machine #	SLA Review System	SLA Review Date	SLA Review Status	SLA Review Date
1	Machine 1	2/1/2020	SLA Review Status	SLA Review Date
2	Machine 2	2/1/2020	SLA Review Status	SLA Review Date
3	Machine 3	2/1/2020	SLA Review Status	SLA Review Date
4	Machine 4	2/1/2020	SLA Review Status	SLA Review Date
5	Machine 5	2/1/2020	SLA Review Status	SLA Review Date
6	Machine 6	2/1/2020	SLA Review Status	SLA Review Date
7	Machine 7	2/1/2020	SLA Review Status	SLA Review Date
8	Machine 8	2/1/2020	SLA Review Status	SLA Review Date
9	Machine 9	2/1/2020	SLA Review Status	SLA Review Date
10	Machine 10	2/1/2020	SLA Review Status	SLA Review Date
11	Machine 11	2/1/2020	SLA Review Status	SLA Review Date
12	Machine 12	2/1/2020	SLA Review Status	SLA Review Date
13	Machine 13	2/1/2020	SLA Review Status	SLA Review Date
14	Machine 14	2/1/2020	SLA Review Status	SLA Review Date
15	Machine 15	2/1/2020	SLA Review Status	SLA Review Date
16	Machine 16	2/1/2020	SLA Review Status	SLA Review Date
17	Machine 17	2/1/2020	SLA Review Status	SLA Review Date
18	Machine 18	2/1/2020	SLA Review Status	SLA Review Date
19	Machine 19	2/1/2020	SLA Review Status	SLA Review Date
20	Machine 20	2/1/2020	SLA Review Status	SLA Review Date
21	Machine 21	2/1/2020	SLA Review Status	SLA Review Date
22	Machine 22	2/1/2020	SLA Review Status	SLA Review Date
23	Machine 23	2/1/2020	SLA Review Status	SLA Review Date
24	Machine 24	2/1/2020	SLA Review Status	SLA Review Date
25	Machine 25	2/1/2020	SLA Review Status	SLA Review Date
26	Machine 26	2/1/2020	SLA Review Status	SLA Review Date
27	Machine 27	2/1/2020	SLA Review Status	SLA Review Date
28	Machine 28	2/1/2020	SLA Review Status	SLA Review Date
29	Machine 29	2/1/2020	SLA Review Status	SLA Review Date
30	Machine 30	2/1/2020	SLA Review Status	SLA Review Date
31	Machine 31	2/1/2020	SLA Review Status	SLA Review Date
32	Machine 32	2/1/2020	SLA Review Status	SLA Review Date
33	Machine 33	2/1/2020	SLA Review Status	SLA Review Date
34	Machine 34	2/1/2020	SLA Review Status	SLA Review Date
35	Machine 35	2/1/2020	SLA Review Status	SLA Review Date
36	Machine 36	2/1/2020	SLA Review Status	SLA Review Date
37	Machine 37	2/1/2020	SLA Review Status	SLA Review Date
38	Machine 38	2/1/2020	SLA Review Status	SLA Review Date
39	Machine 39	2/1/2020	SLA Review Status	SLA Review Date
40	Machine 40	2/1/2020	SLA Review Status	SLA Review Date
41	Machine 41	2/1/2020	SLA Review Status	SLA Review Date
42	Machine 42	2/1/2020	SLA Review Status	SLA Review Date
43	Machine 43	2/1/2020	SLA Review Status	SLA Review Date
44	Machine 44	2/1/2020	SLA Review Status	SLA Review Date
45	Machine 45	2/1/2020	SLA Review Status	SLA Review Date
46	Machine 46	2/1/2020	SLA Review Status	SLA Review Date
47	Machine 47	2/1/2020	SLA Review Status	SLA Review Date
48	Machine 48	2/1/2020	SLA Review Status	SLA Review Date
49	Machine 49	2/1/2020	SLA Review Status	SLA Review Date
50	Machine 50	2/1/2020	SLA Review Status	SLA Review Date
51	Machine 51	2/1/2020	SLA Review Status	SLA Review Date
52	Machine 52	2/1/2020	SLA Review Status	SLA Review Date
53	Machine 53	2/1/2020	SLA Review Status	SLA Review Date
54	Machine 54	2/1/2020	SLA Review Status	SLA Review Date
55	Machine 55	2/1/2020	SLA Review Status	SLA Review Date
56	Machine 56	2/1/2020	SLA Review Status	SLA Review Date
57	Machine 57	2/1/2020	SLA Review Status	SLA Review Date
58	Machine 58	2/1/2020	SLA Review Status	SLA Review Date
59	Machine 59	2/1/2020	SLA Review Status	SLA Review Date
60	Machine 60	2/1/2020	SLA Review Status	SLA Review Date
61	Machine 61	2/1/2020	SLA Review Status	SLA Review Date
62	Machine 62	2/1/2020	SLA Review Status	SLA Review Date
63	Machine 63	2/1/2020	SLA Review Status	SLA Review Date
64	Machine 64	2/1/2020	SLA Review Status	SLA Review Date
65	Machine 65	2/1/2020	SLA Review Status	SLA Review Date
66	Machine 66	2/1/2020	SLA Review Status	SLA Review Date
67	Machine 67	2/1/2020	SLA Review Status	SLA Review Date
68	Machine 68	2/1/2020	SLA Review Status	SLA Review Date
69	Machine 69	2/1/2020	SLA Review Status	SLA Review Date
70	Machine 70	2/1/2020	SLA Review Status	SLA Review Date
71	Machine 71	2/1/2020	SLA Review Status	SLA Review Date
72	Machine 72	2/1/2020	SLA Review Status	SLA Review Date
73	Machine 73	2/1/2020	SLA Review Status	SLA Review Date
74	Machine 74	2/1/2020	SLA Review Status	SLA Review Date
75	Machine 75	2/1/2020	SLA Review Status	SLA Review Date
76	Machine 76	2/1/2020	SLA Review Status	SLA Review Date
77	Machine 77	2/1/2020	SLA Review Status	SLA Review Date
78	Machine 78	2/1/2020	SLA Review Status	SLA Review Date
79	Machine 79	2/1/2020	SLA Review Status	SLA Review Date
80	Machine 80	2/1/2020	SLA Review Status	SLA Review Date
81	Machine 81	2/1/2020	SLA Review Status	SLA Review Date
82	Machine 82	2/1/2020	SLA Review Status	SLA Review Date
83	Machine 83	2/1/2020	SLA Review Status	SLA Review Date
84	Machine 84	2/1/2020	SLA Review Status	SLA Review Date
85	Machine 85	2/1/2020	SLA Review Status	SLA Review Date
86	Machine 86	2/1/2020	SLA Review Status	SLA Review Date
87	Machine 87	2/1/2020	SLA Review Status	SLA Review Date
88	Machine 88	2/1/2020	SLA Review Status	SLA Review Date
89	Machine 89	2/1/2020	SLA Review Status	SLA Review Date
90	Machine 90	2/1/2020	SLA Review Status	SLA Review Date
91	Machine 91	2/1/2020	SLA Review Status	SLA Review Date
92	Machine 92	2/1/2020	SLA Review Status	SLA Review Date
93	Machine 93	2/1/2020	SLA Review Status	SLA Review Date
94	Machine 94	2/1/2020	SLA Review Status	SLA Review Date
95	Machine 95	2/1/2020	SLA Review Status	SLA Review Date
96	Machine 96	2/1/2020	SLA Review Status	SLA Review Date
97	Machine 97	2/1/2020	SLA Review Status	SLA Review Date
98	Machine 98	2/1/2020	SLA Review Status	SLA Review Date
99	Machine 99	2/1/2020	SLA Review Status	SLA Review Date
100	Machine 100	2/1/2020	SLA Review Status	SLA Review Date

59.32m
 276.34m
 1.31
 5.56
 Total Area
 6.16
 4th Landing per floor x

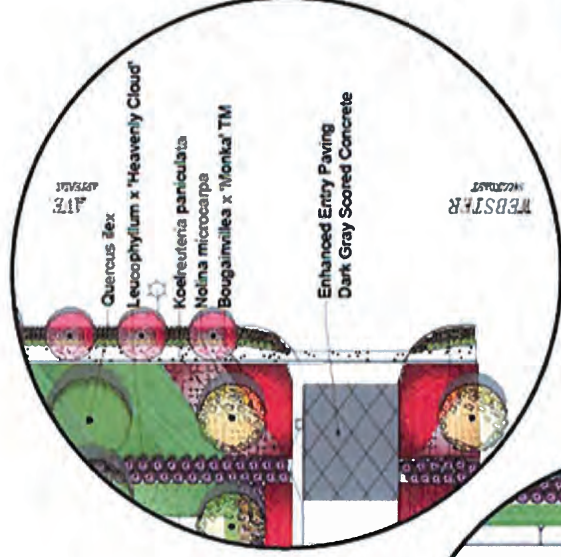
TREE AND SHRUBS REQUIREMENTS

[illegible]

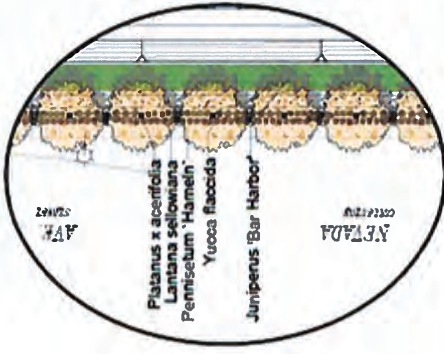
CONCEPT SHADING PLAN



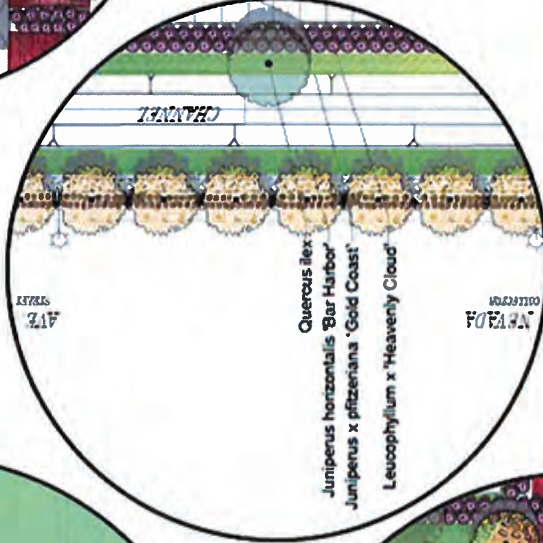
INDUSTRIAL BUILDING ENTRY



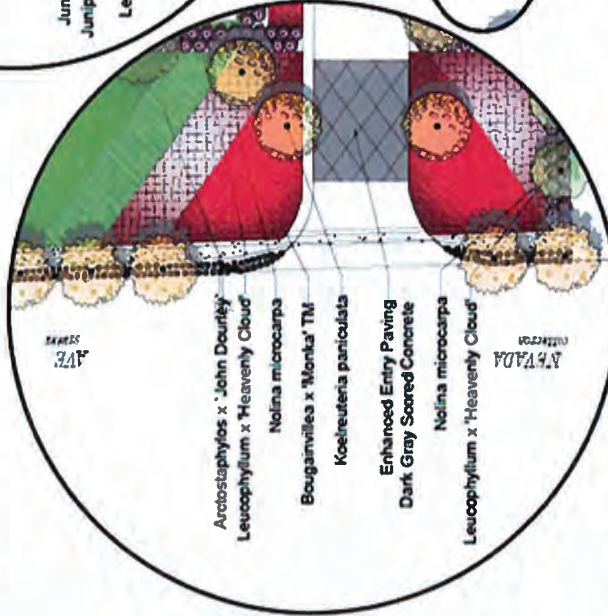
INDUSTRIAL ENTRY WEBSTER AVENUE



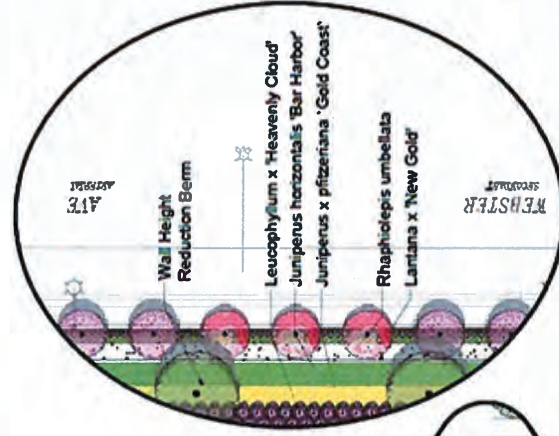
NEVADA AVENUE PARKWAY



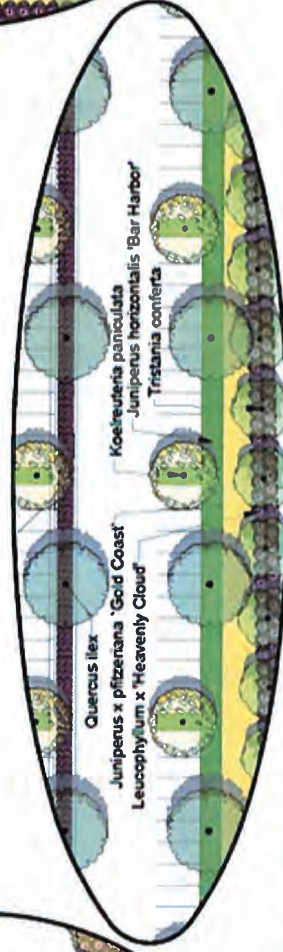
INDUSTRIAL PARCEL STREET SCREENING



INDUSTRIAL ENTRY @ NEVADA AVENUE



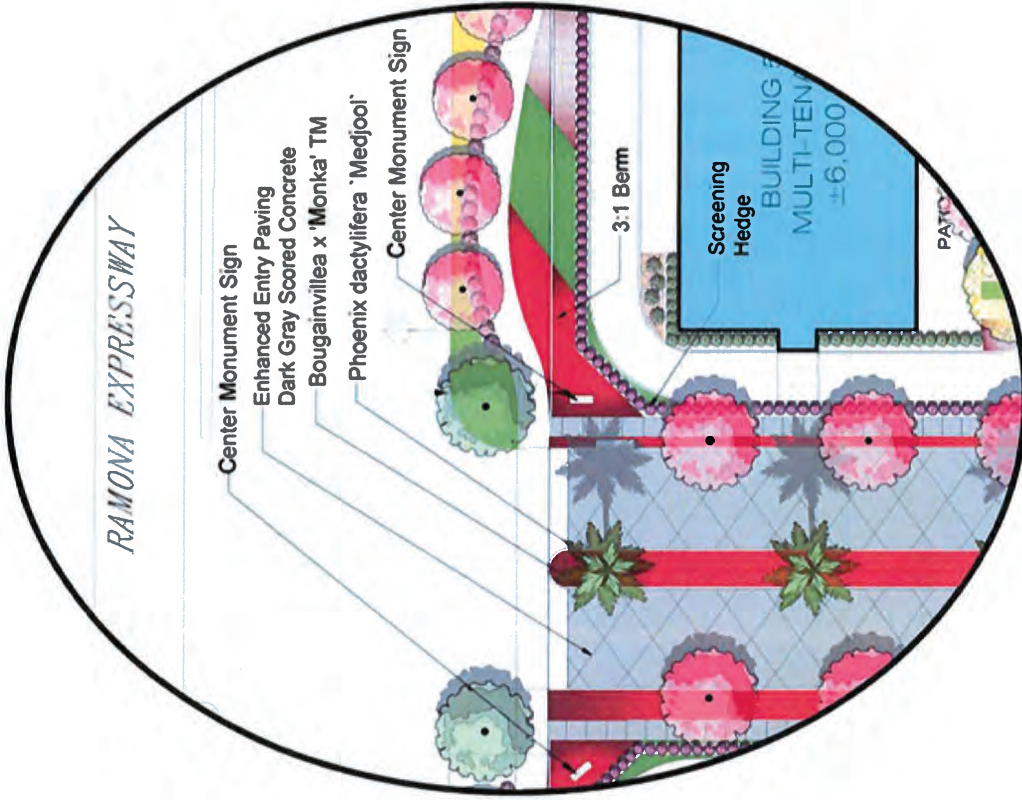
WEBSTER AVENUE PARKWAY



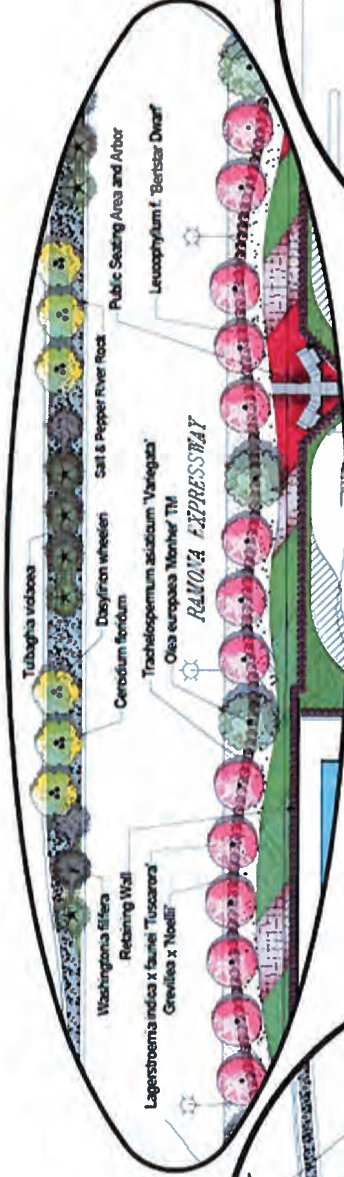
INDUSTRIAL PARCEL SCHOOL SCREENING

PERRIS RAMONA EXPRESSWAY AND WEBSTER AVENUE PERRIS, CALIFORNIA

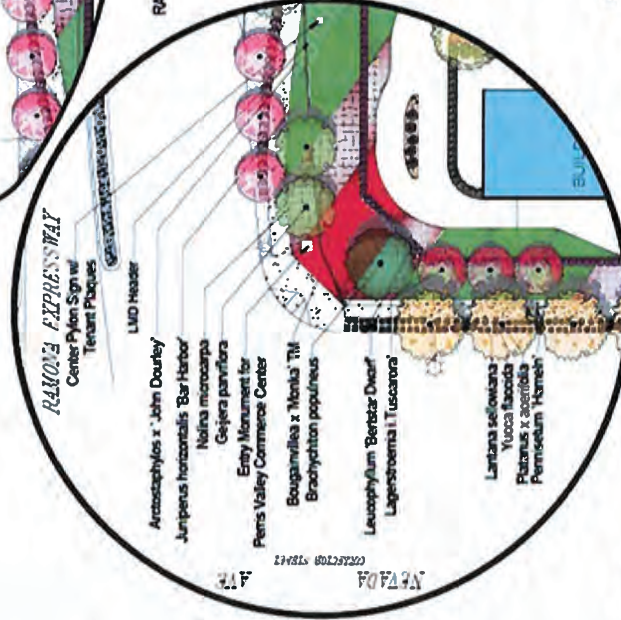




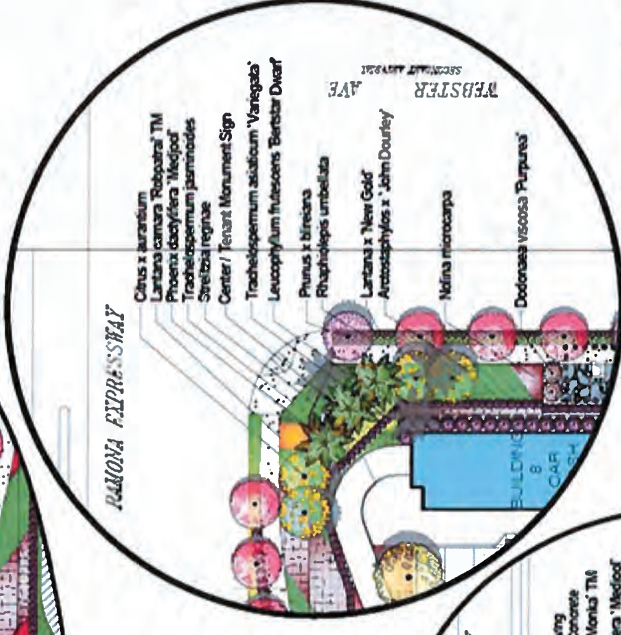
RETAIL PARCEL ENTRY @ RAMONA EXPRESSWAY



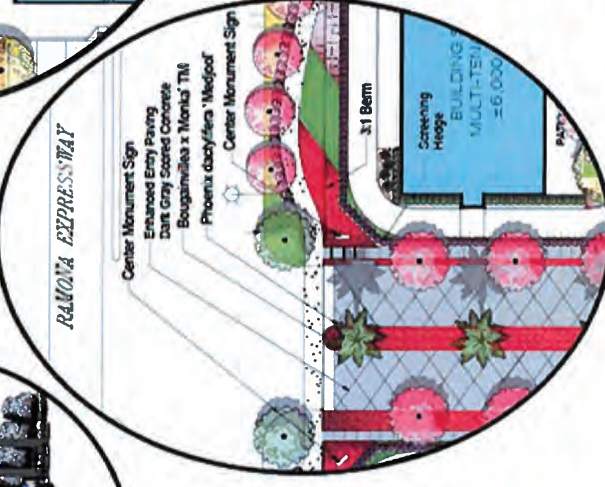
RAMONA EXPRESSWAY MEDIAN AND PARKWAY



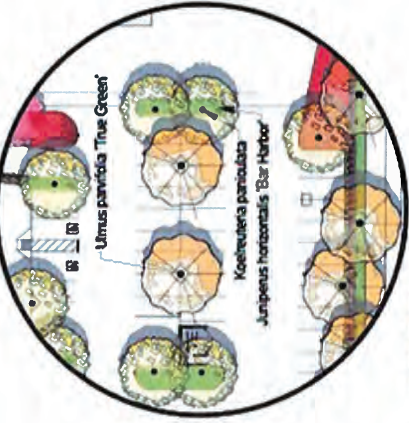
RAMONA EXPRESSWAY & NEVADA AVENUE CORNER



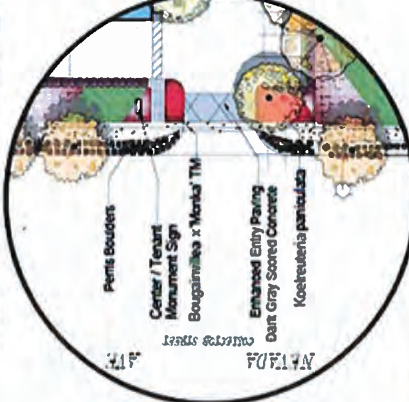
RAMONA EXPRESSWAY & WEBSTER AVENUE CORNER



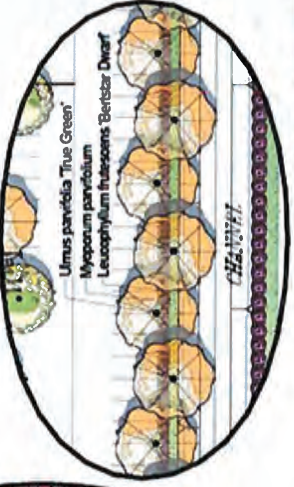
RETAIL PARCEL ENTRY @ RAMONA EXPRESSWAY



RETAIL PARCEL PARKING



RETAIL ENTRY @ NEVADA AVENUE



RETAIL PARCEL CHANNEL SCREENING

PERRIS RAMONA EXPRESSWAY AND WEBSTER AVENUE PERRIS, CALIFORNIA

LANDSCAPE VIGNETTES

June 20, 2022

L1.5





Patio group dining



Patio view



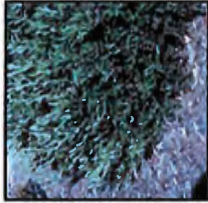
Patio terrace dining



Patio parking strip



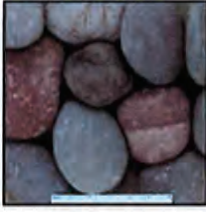
Cypress landscape view



Old Japanese tree view



Japanese garden view



Red Beach Cobble 3-5"



Panicle agave 'Nana'



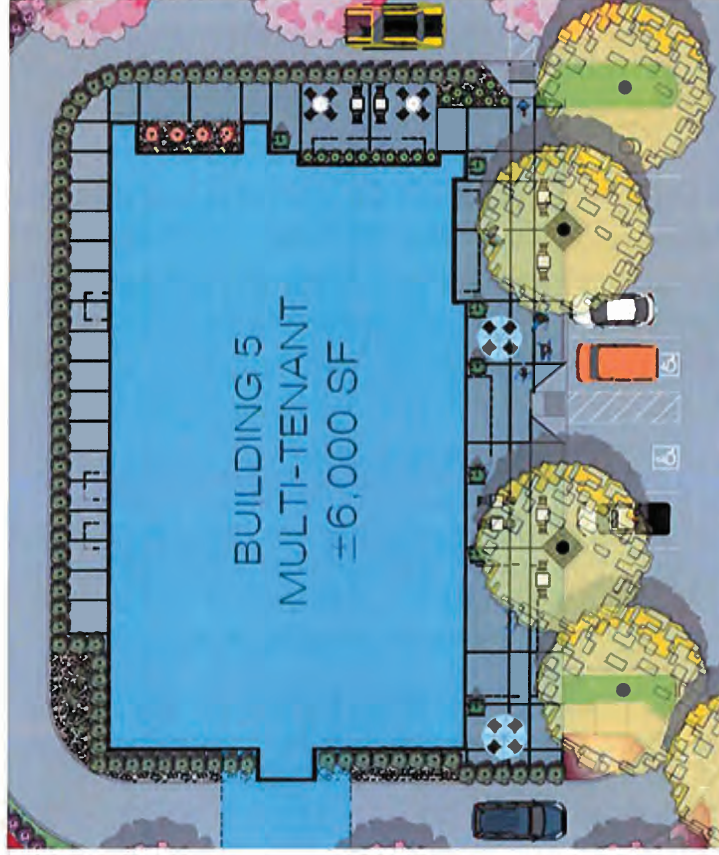
Agave attenuata 'Nana'



Shrub agave



Shrub agave



PAD DESIGN DIRECTION

EXHIBIT H

Public Comments and Responses to Comments

(due to the size of the files, the documents are located at the following webpage link):

<https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-330>

EXHIBIT I

Public Comments Letters – Support of the Project