

AMENDED AGENDA

**JOINT MEETING OF THE CITY COUNCIL, SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY, PUBLIC FINANCE AUTHORITY, PUBLIC
UTILITY AUTHORITY, HOUSING AUTHORITY, PERRIS JOINT POWERS
AUTHORITY AND PERRIS COMMUNITY ECONOMIC DEVELOPMENT
CORPORATION OF THE CITY OF PERRIS**

Tuesday, April 14, 2026 | 6:30 PM

**City Council Chambers
(Corner of San Jacinto and Perris Boulevard)
101 North D St., Perris, CA**

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**THE CITY COUNCIL MEETING IS ALSO AVAILABLE FOR VIEWING AT THE
FOLLOWING:**



<https://www.cityofperris.org/government/city-government/city-council-city-council-committee-planning-commission-meetings>



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*For further information on an agenda item, please contact the City at 101 N North "D" Street,
or call (951)943-6100*

CLOSED SESSION: 5:00 P.M.

ROLL CALL:

Vallejo, Nava, Corona, Rabb, Vargas

- A. Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9(d)(1); 3 cases:
 - 1. Panattoni Development Company, Inc. v. City of Perris CVRI 2203028
 - 2. City of Menifee v. City of Perris CVRI 2203040
 - 3. City of Perris v. City of Menifee, et al CVRI 2303456

- B. Conference with Real Property Negotiators – Government Code Section 54956.8
 - 1. Property: 311-120-029
Negotiating Parties: MAI II Properties, LLC
City Negotiator: Clara Miramontes, City Manager
Under Negotiation: Price and terms of payment
 - 2. Property: 320-050-016
Negotiating Parties: Metrogrow Ventures, LLC
City Negotiator: Clara Miramontes, City Manager
Under Negotiation: Price and terms of payment

- C. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(2) – 2 cases

1. CALL TO ORDER: 6:30 P.M.

2. ROLL CALL:

Vallejo, Nava, Corona, Rabb, Vargas

3. INVOCATION:

Pastor Edward Avila
Victory Outreach Perris
380 W. 3rd Street, Perris, CA

4. PLEDGE OF ALLEGIANCE:

Councilmember Vallejo will lead the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

6. PRESENTATIONS/ANNOUNCEMENTS:

At this time, the City Council may recognize citizens and organizations that have made significant contributions to the community, and it may accept awards on behalf of the City.

- A. Presentation to the Orange Vista High School Boy's and Girl's Wrestling Teams in recognition of their accomplishments.
- B. Presentation of a proclamation in recognition of Finance Professional's Week.
- C. Presentation of a proclamation in recognition of Arbor Day.

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

8. PUBLIC COMMENT/CITIZEN PARTICIPATION:

*This is the time when any member of the public may bring a matter to the attention of the Mayor and the City Council that is within the jurisdiction of the City Council. The Ralph M. Brown act limits the Mayor's, City Council's, and staff's ability to respond to comments on non-agendized matters at the time such comments are made. Thus, your comments may be agendized for a future meeting or referred to staff. The City Council may discuss or ask questions for clarification, if desired, at this time. **Public comment is limited to three (3) minutes.***

9. APPROVAL OF MINUTES:

- A. Consideration to approve the minutes of the Regular Joint Meeting held on March 10, 2026 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

10. CONSENT CALENDAR:

*Consent Calendar items are normally enacted in one motion. The Mayor or City Council may remove a Consent Calendar item for separate action. **Public comment is limited to three (3) minutes.***

- A. Consideration to approve Final Parcel Map 25-00005 (FPM 37437)- Final approval of Parcel map No. 37437 to consolidate five (5) parcels into a 41.43-acre parcel for an existing 804,803 square-foot industrial building known as Rider II, located at the northeast corner of Redlands Avenue and Rider Avenue, west of the Perris Valley Storm Channel, in the Light Industrial (LI) Zone of the Perris Valley Commerce Center Specific Plan (PVCCSP). (Applicant: Aaron Scherer, IDI)
- B. Consideration to approve Final Parcel Map 25-00006 (FPM 37438)- Final approval of Parcel map No. 37438 to consolidate four (4) parcels into a 29.41-acre lot for an existing 548,019 square-foot industrial building known as Rider IV, located at the southeast corner of Redlands Avenue and Morgan Street, west of the Perris Valley Storm Channel, in the Light Industrial (LI) Zone of the Perris Valley Commerce Center Specific Plan (PVCCSP). (Applicant: Aaron Scherer, IDI)

- C. Consideration to approve Final Parcel Map 25-00008 (FPM 38385) -Final approval of Tentative Parcel Map No. 38385 to consolidate six (6) parcels into a 12.59 acre parcel to facilitate the construction of a 254,511 square foot industrial warehouse, referred as Redlands East, located on the east side of Redlands Avenue between E. Rider Street and Placentia Avenue, in the Light Industrial Zone of the Perris Valley Commerce Center Specific Plan (PVCCSP). (Applicant: Michael Johnson, Lake Creek Industrial, LLC)

- D. Consideration to approve Final Parcel Map 25-00009 (FPM 38386) -Final approval of Tentative Parcel Map No. 38386 to consolidate eight (8) parcels into a 20.14 acre parcel to facilitate the construction of a 301,101 square foot industrial warehouse, referred as Redlands West, located on the westside of Redlands Avenue between E. Rider Street and Placentia Avenue, in the Light Industrial Zone of the Perris Valley Commerce Center Specific Plan (PVCCSP). (Applicant: Michael Johnson, Lake Creek Industrial, LLC)

- E. Consideration to adopt the Second Reading of Proposed Ordinance Numbers 1471 and 1472 approving Zone Change 24-05176 and Development Agreement Amendment 17-05136 to facilitate the comprehensive update of the Harvest Landing Specific Plan, including Phase 1 development as follows: 1) Zone Change to rezone 5.64 acres in the northerly area of the Harvest Landing Specific Plan from AI Zone to Specific Plan (SP) land use designation and to apply the MBU Overlay to 10.66 acres currently developed with the Val Verde Elementary School, and 2) Development Agreement Amendment for specific project improvements/community benefits. *-This item was continued from the March 10, 2026 City Council meeting* (Applicant: HIP SoCal Properties, LLC)

The Second Reading of Proposed Ordinance Numbers 1471 and 1472 are entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING ZONE CHANGE (ZC) 24-05176 TO REZONE 16.2 ACRES GENERALLY LOCATED NORTHERLY OF ORANGE AVENUE, SOUTHERLY OF PLACENTIA AVENUE, EASTERLY OF INTERSTATE 215 AND FRONTAGE ROAD, AND WESTERLY OF INDIAN AVENUE TO HARVEST LANDING SPECIFIC PLAN, BASED UPON THE FINDINGS NOTED HEREIN AND SUBJECT TO CONDITIONS OF APPROVAL

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, APPROVING DEVELOPMENT AGREEMENT AMENDMENT (DA) 17-05136, BY AND BETWEEN THE CITY OF PERRIS AND HIP SO-CAL PROPERTIES, LLC FOR DEVELOPMENT OF A COMMERCIAL RETAIL CENTER, A HIGH-CUBE PARCEL HUB FACILITY, WATER QUALITY MANAGEMENT BASIN WITH RECREATIONAL TRAIL SYSTEM, RESIDENTIAL, RECREATIONAL, AND PUBLIC INFRASTRUCTURE IMPROVEMENTS AS WELL AS

PROGRAMMATIC-LEVEL PLANNING FOR FUTURE DEVELOPMENT OF THE REMAINING AREAS OF A 358.28-ACRE SITE, GENERALLY LOCATED NORTH OF NUEVO ROAD, SOUTH OF PLACENTIA AVENUE, EAST OF INTERSTATE-215/Frontage Road, AND WEST OF NORTH PERRIS BOULEVARD, AND ADOPTING FINDINGS IN SUPPORT THEREOF

- F. Consideration to adopt Proposed Resolution Numbers (next in order) Initiating Annual Proceedings for the City's Maintenance Districts (FY 2026/2027).

The Proposed Resolution Numbers (next in order) are entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2026/2027 IN THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2026/2027 IN THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2026/2027 IN THE CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1 PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT

- G. Consideration to approve a request from IDI Logistics to extend the full road closure of Ellis Avenue between Case Road and Goetz Road to August 31, 2026.
- H. Consideration to approve a request from Richmond American Homes for a full road closure of Murrieta Road between Green Valley Parkway and Case Road.
- I. Consideration to consent to the Assignment and Assumption Agreement between Vandermost Consulting Services, Inc. and ALL4 LLC for Biological and Environmental Support Services for and during construction of the Ethanac Road Bridge (CIP S139).

- J. Consideration to adopt Proposed Resolution Number (next in order) declaring support for California Cities Week, April 19-25, 2026.

The Proposed Resolution Number (next in order) is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING
SUPPORT FOR CALIFORNIA CITIES WEEK, APRIL 19-25, 2026

- K. Consideration to approve a Contract Services Agreement with Guaranteed Janitorial Services, Inc. for custodial services at City of Perris park restrooms in the amount of \$128,100.27 plus 10% contingency for a one-year term with the option to extend for up to four (4) additional one-year terms.
- L. Consideration to approve the purchase of a Reelmaster 3100-D mower from Turf Star Western for the Parks and Community Services Department in the amount of \$56,608.38.
- M. Consideration to award a Public Works Contract to United Storm Water, Inc. for the Flood Control Storm Drain Screen Retrofit Project (Specification No. FCD 1-2025-26-03) in the amount of \$463,398.00 with a 10% contingency of \$46,339.80, totaling \$509,737.80.
- N. Consideration to approve the City’s Monthly Check Register for March 2026.

11. PUBLIC HEARINGS:

*The public is encouraged to express your views on any matter set for public hearing. It is our procedure to first receive the staff report, then to ask for public testimony, first from those in favor of the project followed by testimony from those in opposition to it, and if there is opposition, to allow those in favor, rebuttal testimony only as to the points brought up in opposition. To testify on the matter, you need to simply come forward to the speaker’s podium at the appropriate time, give your name and address and make your statement. After a hearing is closed, you may not further speak on the matter unless requested to do so or are asked questions by the Mayor or a Member of the City Council. **Public comment is limited to three (3) minutes.***

- A. Consideration to continue General Plan Amendment 23-05247, Zone Change 23-05245, Planned Development Overlay Zone 23-05246, Tentative Tract Map 23-05244 (TTM 38775), and Development Plan Review 23-00019 (*Continued from the February 24, 2026 meeting*) to the May 26, 2026 City Council meeting – A proposal to facilitate the development of the Acacia Pointe, a 141-unit townhome-style condominium project on 11.6 acres, located south of Nuevo Road and east of Wilson Avenue. (Applicant: Ryan Woosley, D.R. Horton)

Introduced by: Director of Development Services Kenneth Phung

PUBLIC COMMENT

- B. Consideration to adopt Proposed Resolution Number (next in order) approving Specific Plan Amendment 25-00006 – A Proposal to amend the Perris Valley Commerce Center Specific Plan (PVCCSP), requiring a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial and General Industrial Zones. (Applicant: City of Perris)

The Proposed Resolution Number (next in order) is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FINDING AN EXEMPTION FROM CEQA AND ADOPTING, BASED UPON THE FINDINGS NOTED HEREIN, SPECIFIC PLAN AMENDMENT 25-00006 TO AMEND CHAPTER 2.0 (LAND USE PLAN) AND 13.0 (IMPLEMENTATION AN ADMINISTRATIVE PROCESS) OF THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN TO REQUIRE A CONDITIONAL USE PERMIT FOR WAREHOUSE AND DISTRIBUTION CENTER USES OVER 50,000 SQUARE FEET OF TOTAL BUILDING FLOOR AREA AND AUTHORIZING THE CITY COUNCIL TO DECIDE SUCH USE PERMITS, AND MAKING FINDING RELATED THERETO

Introduced by: Director of Development Services Kenneth Phung

PUBLIC COMMENT

- C. Consideration to adopt the First Reading of Proposed Ordinance Number (next in order) to update the Transportation Uniform Mitigation Fee (TUMF) program to include a Construction Cost Index (CCI) adjustment for fees on all developments in the City of Perris and adopt Proposed Resolution Number (next in order) to amend and update the fee schedule applicable under the TUMF program to include a Construction Cost Index adjustment.

The First Reading of Proposed Ordinance Number (next in order) is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADDING SECTION 19.68.030 (TRANSPORTATION UNIFORM MITIGATION FEE) TO CHAPTER 19 (FEES) OF THE PERRIS MUNICIPAL CODE RELATING TO PARTICIPATION IN THE WESTERN RIVERSIDE COUNTY TUMF PROGRAM

The Proposed Resolution Number (next in order) is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS AMENDING THE APPLICABLE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) APPLICABLE TO ALL DEVELOPMENTS IN THE CITY OF PERRIS

Introduced by: Director of Development Services Kenneth Phung

PUBLIC COMMENT

- D. Consideration to approve a Location Sales Tax Sharing Agreement with Medline Industries, LP.

Introduced by: City Manager Clara Miramontes

PUBLIC COMMENT

- E. Consideration to approve a Sales Tax Sharing Agreement with Dover, Inc. for the Ethanac Travel Center.

Introduced by: Assistant City Manager Wendell Bugtai

PUBLIC COMMENT

12. BUSINESS ITEMS: (not requiring a “Public Hearing”):

- A. Consideration to discuss and provide direction to staff related to the renaming of the Cesar Chavez Library and modification/removal of the Cesar Chavez statue and artistic paintings/murals on city property.

Introduced by: City Manager Clara Miramontes

PUBLIC COMMENT

13. COUNCIL COMMUNICATIONS: (Committee Reports, Agenda Items, Meeting Requests and Review etc.)

This is an opportunity for the Mayor and City Councilmembers to report on their activities and the actions of the Committees upon which they sit, to bring a matter to the attention of the full Council and staff, and to request agenda items. Any matter that was considered during the public hearing portion is not appropriate for discussion in this section of the agenda. NO ACTION CAN BE TAKEN AT THIS TIME.

14. CITY MANAGER’S REPORT:

15. ADJOURNMENT:



CITY OF PERRIS 9.A.

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: April 14, 2026

SUBJECT: Approval of Minutes

REQUESTED ACTION: Approve the Minutes of the Regular Joint City Council meeting held on March 10, 2026.

CONTACT: Nancy Salazar, CMC, City Clerk *NS*

BACKGROUND/DISCUSSION: None

BUDGET (or FISCAL) IMPACT: None

Prepared by: Judy L. Haughney, MMC, Assistant City Clerk

REVIEWED BY:

Assistant City Manager *LB*
Assistant City Manager *ER*
Director of Finance *MS*

Attachments: 1. Minutes-March 10, 2026-Regular Joint City Council Meeting

Consent:
Public Hearing:
Business Item:
Presentation:
Other: Approval of Minutes

ATTACHMENT 1

Minutes-March 10, 2026 Regular Joint City Council Meeting

CITY OF PERRIS

MINUTES:

Date of Meeting: March 10, 2026

06:30 PM

Place of Meeting: City Council Chambers

CLOSED SESSION

Mayor Vargas called the Closed Session to order at 5:30 p.m.

ROLL CALL

Present: Rabb, Vallejo (arrived at 5:31 p.m.), Nava, Corona, Vargas

Staff Member's present: City Manager Miramontes, Assistant City Manager Bugtai, Assistant City Manager Reyna, City Attorney Sunny Soltani, Director of Development Services Phung, City Engineer Pourkazemi.

- A. Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9(d)(1); 3 cases:
1. Panattoni Development Company, Inc. v. City of Perris CVRI 2203028
 2. City of Menifee v. City of Perris CVRI 2203040
 3. City of Perris v. City of Menifee, et al CVRI 2303456
- B. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(2) – 2 cases

City Attorney Soltani noted that the City Council would meet in Closed Session to discuss the items listed on the agenda.

There was no public comment.

Mayor Vargas noted, that Councilwomen Vallejo arrived at 5:30 p.m.

The City Council adjourned to Closed Session at 5:31 p.m.

1. CALL TO ORDER: 6:30 P.M.

Mayor Vargas called the Regular City Council meeting to order at 6:49 p.m.

2. ROLL CALL:

Present: Rabb, Vallejo, Nava, Corona, Vargas

Staff Members Present: City Manager Miramontes, Assistant City Manager Bugtai, Assistant City Manager Reyna, City Attorney Soltani, City Engineer Pourkazemi, Police Captain Lamb, Fire Chief Scoville, Director of Finance Schenk, Director of Parks and Community Services Ramirez, Director of Economic Development and Workforce Ogawa, Director of Development Services Phung, Director of Administrative Services Amozgar, Director of Municipal Enforcement Services Robert Trejo, Director of Public Works Hill, Assistant City Clerk Haughney and City Clerk Salazar.

3. INVOCATION:

In the absence of Pastor Chris Vargas, Councilmember Rabb gave the invocation.

4. PLEDGE OF ALLEGIANCE:

Councilmember Rabb led the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

City Attorney Sunny Soltani reported that the City Council met in Closed Session to discuss the items listed on the agenda. She noted the following:

Item A. No reportable action was taken.

Item B. No reportable action was taken.

6. PRESENTATIONS/ANNOUNCEMENTS:

A. Presentation of a Proclamation recognizing the Perris Station Explorer Post #522 on their recent accomplishments.

B. Presentation of \$10,000.00 sponsorship for the Motlugh Scholarship Foundation by Scott Hilderbrandt, Albert A. Webb and Associates.

C. Presentation by California Department of Insurance under Commissioner Ricardo Lara.

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

The report was given by Youth Advisory Committee Vice President Amy Reynoso.

8. PUBLIC COMMENT/CITIZEN PARTICIPATION:

The Mayor called for Public Comment. The following people spoke at Public Comment:

Mohammad Rahman

Kevin Sood

9. APPROVAL OF MINUTES:

- A. Approved the minutes of the Special Joint Meeting held on February 17, 2026 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Malcolm Corona to Approve the minutes of the Special Joint Meeting held on February 17, 2026 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority, as presented.

AYES: David Starr Rabb, Elizabeth Vallejo, Marisela Nava, Malcolm Corona, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

- B. Approved the minutes of the Regular Joint Meeting held on February 24, 2026 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

Mayor Vargas noted, that there was a minor revision to the February 24, 2026 minutes and that copies of the revised minutes had been distributed to the City Council.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Marisela Nava to Approve the minutes of the Regular Joint Meeting held on February 24, 2026 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority, as presented.

AYES: David Starr Rabb, Elizabeth Vallejo, Marisela Nava, Malcolm Corona, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

10. CONSENT CALENDAR:

The Mayor called for Public Comment. The following people spoke regarding Item 10.C:

Mohammed K. Rahman

Felix Fernandez

Luz Gallegos

Katie Keys

Nina Raey

Vanessa Delgado

Kevin Wolf

Councilmember Rabb left the City Council Chambers at 7:36 p.m. and returned at 7:38 p.m.

Jerry Sepulveda

Karla Cervantes

Julio Flores

Councilmember Rabb requested that Item 10.E. be pulled for a separate vote.

Councilmember Nava requested that Items 10.C. and 10.D be pulled for separate votes.

- A. Approved an agreement with Perris Elementary School District for Mass Care and Sheltering Services during an Emergency Operations Center (EOC) activation.
- B. Approved Amendment No. 3 to the Amended and Restated Agreement for Professional Services between the City of Perris and EPIC Land Solutions, Inc., for the Perris Valley Storm Drain Channel Trail Phase 2 Segment 2 Project (CIP P040), to amend the scope of services for rights-of-way acquisition in the amount of \$45,334.62, increasing the agreement amount from \$241,905.79 to \$287,240.41, and retroactively extending the term of the agreement through December 30, 2027.
- C. **This item was continued until the April 14, 2026 City Council meeting- Consideration to adopt the Second Reading of Proposed Ordinance Numbers 1471 and 1472 approving Zone Change 24-05176 and Development Agreement Amendment 17-05136 to facilitate the comprehensive update of the Harvest Landing Specific Plan, including Phase 1 development as follows: 1) Zone Change to rezone 5.64 acres in the northerly area of the Harvest Landing Specific Plan from AI Zone to Specific Plan (SP) land use designation and to apply the MBU Overlay to 10.66 acres currently developed with the Val Verde Elementary School, and 2) Development Agreement Amendment for specific project improvements/community benefits. (Applicant: HIP SoCal Properties, LLC)**

The Second Reading of Proposed Ordinance Numbers 1471 and 1472 are entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING

ZONE CHANGE (ZC) 24-05176 TO REZONE 16.2 ACRES
GENERALLY LOCATED NORTHERLY OF ORANGE AVENUE,
SOUTHERLY OF PLACENTIA AVENUE, EASTERLY OF
INTERSTATE 215 AND FRONTAGE ROAD, AND WESTERLY OF
INDIAN AVENUE TO HARVEST LANDING SPECIFIC PLAN, BASED
UPON THE FINDINGS NOTED HEREIN AND SUBJECT TO
CONDITIONS OF APPROVAL

Councilwoman Nava requested that item 10.C. be pulled for a separate vote.

The following Councilmember's spoke:

Nava

Rabb

Director of Development Services, Kenneth Phung, gave the presentation for this item.

The following Councilmember's Spoke:

Corona

Rabb

Vallejo

Councilmember Nava left the City Council Chambers at 8:15 p.m. and returned at 8:16 p.m.

Rabb

Vargas

Councilmember Rabb left the City Council Chambers at 8:42 p.m. and returned at 8:44 p.m.

Mayor Vargas called on Tim Toward, applicant, to speak.

Applicants Attorney, clarified that the applicant will accept the first condition to never request warehouses in the Harvest Landing Specific Plan Area. In addition, he petitioned for the Council to allow them to either remove the 68 acres, with the removal of Section 4.6 within the Development Agreement, or separately to remove the 40 acres from the specific plan area.

The following staff member spoke:

City Manager, Clara Miramontes

The following Councilmember Spoke:

Corona

Applicant, Tim Howard, agreed to the set conditions.

Moved by Rabb, Seconded by Vargas, to approve the Second Reading

of Ordinance Numbers 1471 and 1472 with the two amendments, as discussed. The motion failed.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Michael Vargas to Adopt the Second Reading of Proposed Ordinance Numbers 1471 and 1472, as presented, with the two amendments and terms and conditions discussed during the meeting.

AYES: David Starr Rabb, Michael Vargas

NOES: Elizabeth Vallejo, Marisela Nava

ABSENT:

ABSTAIN: Malcolm Corona

**The following Councilmember's Spoke:
Vallejo
Corona**

Rabb

Nava

Councilmember Corona proposed a substitute motion to continue Item 10.C. to the April 14, 2026, City Council meeting in order to allow additional time for Councilmembers to work with the applicant.

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by Elizabeth Vallejo to Continue this item, to the April 14, 2026, City Council Meeting.

AYES: Elizabeth Vallejo, Malcolm Corona, Michael Vargas

NOES: David Starr Rabb, Marisela Nava

ABSENT:

ABSTAIN:

- D. Approved Final Parcel Map 24-05220 (FPM 38518) -Final approval of Tentative Parcel Map No. 38518 to consolidate six (6) parcels totaling 195 acres into 3 parcels to facilitate the construction of three industrial warehouse buildings totaling 3,316,317 square feet, located south of Mapes Road between "A" Street and Goetz Road, in the General Industrial Zone. (Applicant: Brian Caris, IDI Logistics)

Councilmember Nava requested that item 10.D. be pulled for a separate vote.

**The following Councilmember spoke:
Corona**

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Malcolm Corona to Approve the Final Parcel Map 24-05220 (FPM 38518), as presented.

AYES: David Starr Rabb, Elizabeth Vallejo, Malcolm Corona,
Michael Vargas
NOES: Marisela Nava
ABSENT:
ABSTAIN:

- E. Adopted Resolution Number 6775 denying the certification of the EIR and adoption of the Statement of Overriding Consideration and denial of the associated cases for the Perris Gateway Commercial Center project: Specific Plan Amendment (SPA) 22-05280, Financing Tentative Parcel Maps: 22-05279 (TPM 38576) and 24-05150 (TPM 38985), Conditional Use Permits (CUPs) 22-05295, 24-05141, and 24-05142, and Development Plan Reviews (DPRs) 22-00028 and 23-00021 – A proposal to facilitate the construction of Perris Gateway Commercial Center in two phases on 20.28 acres, located on the north side of Ramona Expressway between the I-215 freeway and Webster Avenue within the Commercial Zone of the Perris Valley Commerce Center Specific Plan. (Applicant: Mike Naggar and Associates on behalf of Optimus Building Corp and the Pope Family Estate)

Resolution Number 6775 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA: (1) DENYING CERTIFICATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT (SC# 2024080050) AND ADOPTION OF THE MITIGATION AND MONITORING AND REPORTING PROGRAM, FINDINGS OF FACT, AND STATEMENT OF OVERRIDING CONSIDERATIONS; AND (2) DENYING SPECIFIC PLAN AMENDMENT (SPA) 22-05280, FINANCING TENTATIVE PARCEL MAPS 22-05279 (TPM 38576) AND 24-05150 (TPM 38985), CONDITIONAL USE PERMITS (CUP'S) 22-05295, 24-05141, and 24-05142, AND DEVELOPMENT PLAN REVIEWS (DPR'S) 22-00028 AND 23-00021, FOR THE PROPOSED PERRIS GATEWAY COMMERCIAL DEVELOPMENT PROJECT CONSISTING OF MULTIPLE COMMERCIAL BUILDINGS AND A SELF-STORAGE FACILITY TOTALING 157,928 SQUARE FEET ON A 20.28 ACRE PROJECT SITE LOCATED ON THE NORTH SIDE OF RAMONA EXPRESSWAY BETWEEN THE I-215 FREEWAY ONRAMP AND WEBSTER AVENUE

Councilmember Rabb requested that item 10.E. be pulled for a separate vote.

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by Malcolm Corona to Approve the Resolution Numbers (next in order), as presented.

AYES: Elizabeth Vallejo, Marisela Nava, Malcolm Corona
NOES: David Starr Rabb, Michael Vargas
ABSENT:
ABSTAIN:

- F. Approved the City of Perris 2025 Annual Progress Report for the General Plan Housing Element.
- G. Approved the City's Monthly Check Register for February 2026.

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by Marisela Nava to Approve the Consent Calendar, with the exception of items 10.C., 10.D. and 10.E., as presented.

AYES: David Starr Rabb, Elizabeth Vallejo, Marisela Nava, Malcolm Corona, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

11. PUBLIC HEARINGS:

- A. Major Modification 25-00007, Tentative Parcel Map (TPM) 25-00012 (TPM 39413) and Conditional Use Permit (CUP) 25-00009-A proposal to modify the site plan, building square footage and building elevations of the commercial component of the approved Expressway Commerce Center project located at the southwest corner of Ramona Expressway and Perris Boulevard in the Commercial Zone of the PVCC Specific Plan. (Applicant: Lars Andersen, Pacific Development Partners, LLC) Adopted Resolution Number 6776 adopting Addendum No. 1 to the previously certified Final Environmental Impact Report (SCH 2021050021) for the Expressway Commerce Center project, and approving Tentative Parcel Map 25-00009 (TPM 39413) and Major Modification 25-00007 to modify Development Plan Review 19-00012 to facilitate the construction of two (2) commercial buildings totaling 11,681 square feet on two parcels, and deny the approval of the Conditional Use Permit to add a drive-through use based on the findings contained herein and subject to the Conditions of Approval.

Resolution Number 6776 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING AN ADDENDUM(26-00001) TO THE PREVIOUSLY CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT(SCH.NO.2021050021 AND CONDITIONALLY APPROVING: (1) MAJOR MODIFICATION 25-00007 OF DEVELOPMENT PLAN REVIEW DPR 19-00012 FOR THE APPROVED EXPRESSWAY COMMERCE CENTER PROJECT ON 15.6 NET ACRES TO INCREASE THE SIZE OF THE TWO COMMERCIAL BUILDINGS FROM 2,010 AND 4,950 SQUARE FEET TO 4,300 AND 7,381 SQUARE FEET; (2) FINANCING TENTATIVE PARCEL MAP 25-00012 (TPM 39413) TO SUBDIVIDE ONE PARCEL INTO THREE (3) PARCELS SUBJECT TO THE FINDINGS NOTED HEREIN AND THE CONDITIONS OF APPROVAL.

Director of Development Services, Kenneth Phung introduced this item and turned it over to Contract Planner Mathew Evans to present on this item. It was noted that the applicant had submitted a request to

withdraw the Conditional Use Permit (CUP) 25-00009 application for a drive-thru use related to Major Modification 25-00007.

The applicant did not have a presentation.

Mayor Vargas opened the Public Hearing at 9:17 p.m.

There was no public comment.

The Mayor closed the Public Hearing at 9:17 p.m.

The Mayor asked the representative of the applicant, Michael Naggar, if the applicant agreed with the Conditions of Approval for the project. Representative for the applicant, Michael Naggar, answered yes.

**The following Councilmember's spoke:
Vargas**

Corona

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by Marisela Nava to Approve Resolution Number 6776, as presented.

AYES: David Starr Rabb, Elizabeth Vallejo, Marisela Nava, Malcolm Corona, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

12. BUSINESS ITEMS:

There were no Business items.

13. COUNCIL COMMUNICATIONS:

The following Councilmember's spoke:

**Rabb
Vallejo
Nava
Corona
Vargas**

14. CITY MANAGER'S REPORT:

15. ADJOURNMENT:

There being no further business Mayor Vargas adjourned the Regular City Council meeting at 9:28 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk



CITY OF PERRIS 10.A.

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: April 14, 2026

SUBJECT: Final Parcel Map 25-00005 (FPM 37437) – Final approval of Parcel Map No. 37437 to consolidate five (5) parcels into a 41.43-acre parcel for an existing 804,803 square-foot industrial building known as Rider II, located at the northeast corner of Redlands Avenue and Rider Avenue, west of the Perris Valley Storm Channel, in the Light Industrial (LI) Zone of the Perris Valley Commerce Center Specific Plan (PVCCSP). Applicant: Aaron Scherer, IDI.

REQUESTED ACTION: Approve Final Parcel Map 25-00005 (FPM 37437), accept the Subdivision Improvement Agreement (SIA), and authorize the Mayor to sign the Final Parcel Map.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

On July 27, 2021, the City Council, by a 4-1 vote (*No - Nava, Yes-Mayor Vargas, Rabb, Corona, and Rogers*), upheld the Planning Commission's approval of the Rider II project on June 16, 2021, following an appeal by Golden State Environmental Alliance. The Rider II project included Tentative Parcel Map 19-05058 (TPM 37437) and Development Plan Review (DPR) 19-00004 to consolidate five (5) parcels into a 41.43-acre parcel, facilitating the approval and construction of an 804,803-square-foot industrial building.

The Rider II project is not subject to the Industrial Moratorium because it began and completed construction in 2023, before the moratorium took effect on December 9, 2025. The delay in completing the Final Map was due to coordination with Riverside County Flood Control to resolve the right-of-way requirements for the Perris Valley Storm Drain widening improvements adjacent to the Project site. Additionally, it should be noted the developer has secured a tenant for the site known as Exol LLC, a company specializing in third-party logistics.

The applicant has entered into a Subdivision Improvement Agreement (SIA) to guarantee the construction of the required improvements and has submitted Improvement Agreements, which the City Attorney has approved. Furthermore, the developer will be responsible for all associated improvement costs. Lastly, the final map complies with the provisions of the Subdivision Map Act and applicable provisions of the City's Municipal Code.

Development Services, Engineering, Public Works, and Community Services Departments have determined that the applicant has satisfied all conditions of approval required for Final Parcel Map approval and recordation, and that it is substantially consistent with the approved Tentative Parcel Map. Therefore, the City Engineer recommends approval of Final Parcel Map No. 37437.

RECOMMENDATION:

Staff recommends that the City Council approve Final Parcel Map 25-00005 (FPM 37437), as all Planning and Engineering conditions of approval have been satisfied, and the necessary City Department clearances have been obtained.

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

Prepared by: Nathan Perez, Senior Planner
Reviewed by: Patricia Brenes, Planning Manager

REVIEWED BY:

Assistant City Manager: VB

Assistant City Manager: SR

Director of Finance: MS

Attachments:

1. Vicinity Map
2. Final Parcel Map No. 37437
3. Subdivision Improvement Agreement
4. Approved Site Plan and Building Elevations (For Information Purposes)
5. Conditions of Approval (Planning, Engineering, Public Works, Community Services, Fire, and Building)

Due to the large file size, the documents are available for viewing at the Planning Division and on the City's website at:

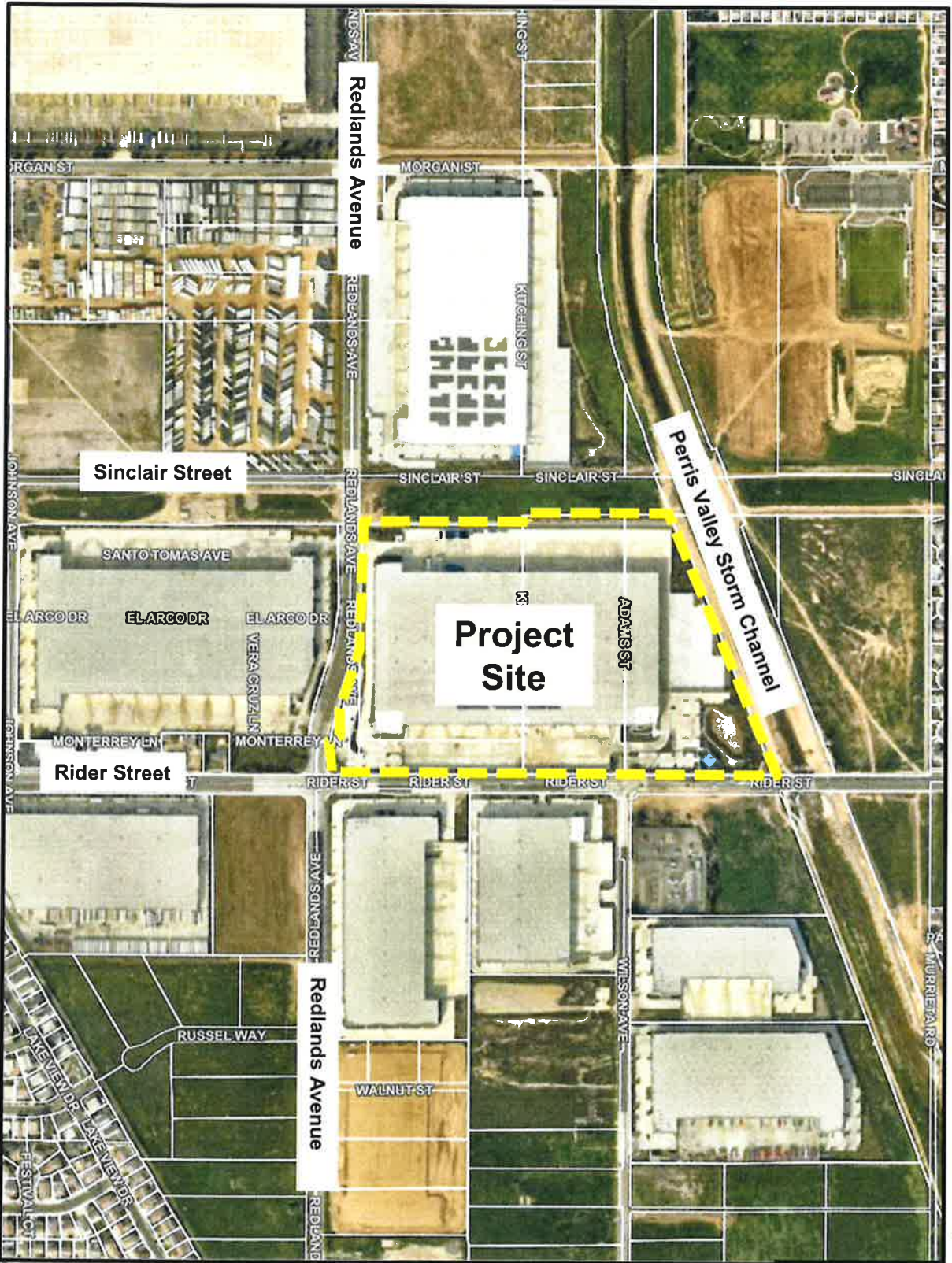
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-542#doefold_1206_1313_479_542

Consent: X
Public Hearing:
Business Item:
Presentation:
Other:

ATTACHMENT 1

Vicinity Map

Vicinity Map



ATTACHMENT 2

Final Parcel Map No. 37437

RECORDER'S STATEMENT OF THE CITY OF PERRIS... CLERK OF THE CITY OF PERRIS... PERRIS, CALIFORNIA... DEPUTY

SURVEYOR'S STATEMENT... S. SEVYSON GABRIEL, FIRST ASSISTANT... INSURANCE COMPANY... THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION...



DATE: 7/1/25... BY: [Signature]... EXP: 7/1/2028

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THE CITY OF PERRIS ENGINEER... I HEREBY STATE THAT AN UNDERSTANDING OF THE CITY OF PERRIS... APPROVED AND FILED WITH THE CITY OF PERRIS PRIOR TO ACCEPTANCE OF THIS MAP



DATE: 7/1/25... BY: MANDY SALAZAR... CITY ENGINEER

CITY CLERK'S STATEMENT

I HEREBY STATE THAT AN UNDERSTANDING OF THE CITY OF PERRIS... APPROVED AND FILED WITH THE CITY OF PERRIS PRIOR TO ACCEPTANCE OF THIS MAP

DATE: 7/1/25... BY: MANDY SALAZAR... CITY CLERK

CITY ACCEPTANCE STATEMENT

THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA... HAS HEREBY APPROVED AND FILED WITH THE CITY OF PERRIS... AND ACCEPTS THE DETERMINATION OF THE CITY ENGINEER... AS PART OF THE CITY MAINTAINED ROAD SYSTEM

DATE: 7/1/25... BY: MANDY SALAZAR... CITY CLERK

PARCEL MAP NO. 37437

IN THE CITY OF PERRIS OF THE COUNTY OF RIVERSIDE, CALIFORNIA... BEING A SUBDIVISION OF PORTIONS OF LOTS 7 THROUGH 10, INCLUSIVE, IN BLOCK 8, ALL IN TRACT 12, ALL OF LOTS 7 THROUGH 10, INCLUSIVE, IN BLOCK 7, PORTIONS OF LOTS 7 THROUGH 10, INCLUSIVE, IN BLOCK 6, ALL IN TRACT 11, IN BLOCK 5, ALL OF FAIRVIEW FARMS NO. 5, AS SHOWN BY MAP ON FILE IN BOOK 14, PAGE 20 OF MAPS, RECORDS OF SAN DIEGO COUNTY...

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS IN THE OFFICE OF THE COUNTY TAX COLLECTOR... LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES ON SPECIAL ASSESSMENTS COLLECTED AS TAXES FOR A YEAR THAT NOT YET PASSED AND ARE ESTIMATED TO BE...

DATE: 7/1/25... BY: MANDY SALAZAR... COUNTY TAX COLLECTOR

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT THE BOND HAS BEEN EXECUTED AND FILED WITH THE COUNTY CLERK OF THE COUNTY OF RIVERSIDE, CALIFORNIA... PROPERTY THAT WILL BE PASSED AND HAS BEEN FULLY APPROVED BY THE BOARD OF SUPERVISORS

DATE: 7/1/25... BY: MANDY SALAZAR... COUNTY TAX COLLECTOR

EASTERN MUNICIPAL WATER DISTRICT ACCEPTANCE STATEMENT

I HEREBY STATE THAT THE EASEMENTS DECLAIMED IN THIS MAP... ARE IN ACCORDANCE WITH THE EASEMENTS DECLAIMED IN THE ORIGINAL RECORDS... AND THE DISTRICT CONSENTS TO THE EASEMENTS DECLAIMED IN THIS MAP

DATE: 7/1/25... BY: MANDY SALAZAR... COUNTY TAX COLLECTOR

ABANDONMENT NOTICE

THIS MAP IS SUBJECT TO THE EASEMENTS DECLAIMED IN THE ORIGINAL RECORDS... THE OFFERS OF EASEMENT TO PUBLIC USE ARE TO BE FOR THE PERMANENT USE OF THE LAND... THE OFFER OF EASEMENT TO PUBLIC USE IS TO BE FOR THE PERMANENT USE OF THE LAND

NOTICE OF DRAINAGE FEES

I HEREBY STATE THAT THE DRAINAGE FEES... ARE TO BE PAID BY THE OWNER OF THE LAND... THE DRAINAGE FEES ARE TO BE PAID BY THE OWNER OF THE LAND

OWNERS STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND... AND WE HAVE RECEIVED THE NECESSARY CONSENTS... AND WE HAVE RECEIVED THE NECESSARY CONSENTS

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS IN THE OFFICE OF THE COUNTY TAX COLLECTOR... LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES ON SPECIAL ASSESSMENTS COLLECTED AS TAXES FOR A YEAR THAT NOT YET PASSED AND ARE ESTIMATED TO BE...

DATE: 7/1/25... BY: MANDY SALAZAR... COUNTY TAX COLLECTOR

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT THE BOND HAS BEEN EXECUTED AND FILED WITH THE COUNTY CLERK OF THE COUNTY OF RIVERSIDE, CALIFORNIA... PROPERTY THAT WILL BE PASSED AND HAS BEEN FULLY APPROVED BY THE BOARD OF SUPERVISORS

DATE: 7/1/25... BY: MANDY SALAZAR... COUNTY TAX COLLECTOR

EASTERN MUNICIPAL WATER DISTRICT ACCEPTANCE STATEMENT

I HEREBY STATE THAT THE EASEMENTS DECLAIMED IN THIS MAP... ARE IN ACCORDANCE WITH THE EASEMENTS DECLAIMED IN THE ORIGINAL RECORDS... AND THE DISTRICT CONSENTS TO THE EASEMENTS DECLAIMED IN THIS MAP

DATE: 7/1/25... BY: MANDY SALAZAR... COUNTY TAX COLLECTOR

ABANDONMENT NOTICE

THIS MAP IS SUBJECT TO THE EASEMENTS DECLAIMED IN THE ORIGINAL RECORDS... THE OFFERS OF EASEMENT TO PUBLIC USE ARE TO BE FOR THE PERMANENT USE OF THE LAND... THE OFFER OF EASEMENT TO PUBLIC USE IS TO BE FOR THE PERMANENT USE OF THE LAND

NOTICE OF DRAINAGE FEES

I HEREBY STATE THAT THE DRAINAGE FEES... ARE TO BE PAID BY THE OWNER OF THE LAND... THE DRAINAGE FEES ARE TO BE PAID BY THE OWNER OF THE LAND



DATE: 7/1/25... BY: IDIL ROBER... ATTORNEY AT LAW

NOTARY ACKNOWLEDGEMENT

I, A NOTARY PUBLIC, PERSONALLY APPEARED TO THE PARTIES... AND I HAVE READ THE INSTRUMENT... AND I HAVE READ THE INSTRUMENT

DATE: 7/1/25... BY: MANDY SALAZAR... COUNTY TAX COLLECTOR

Notary seal for Idil Rober, Attorney at Law, No. 184, State of California.

SIGNATURE OMISSIONS

THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OBTAINED... THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OBTAINED

ATTACHMENT 3

Subdivision Improvement Agreement

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:
City of Perris
City Clerk's Office
101 N. "D" Street
Perris, CA 92570

EXEMPT FROM RECORDING FEE (Government Code Section 6103)
SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT
FINAL PARCEL MAP NO. 37437

A. PARTIES

This Subdivision Improvement Agreement for the completion of public improvements ("Agreement") is entered into as of this __ of _____, 20__ by and between the City of Perris, a California municipal corporation ("City") and IDIL RIDER 2, LP a(n) individual, limited partnership, limited liability company, or corporation ("Developer") with its principal office located at 840 Apollo Street, Suite 343, El Segundo, CA 90245. City and Developer are sometimes hereinafter individually referred to as "Party," and collectively as the "Parties."

B. RECITALS

1. A Tentative Parcel Map No. 37437 was conditionally approved on June 16, 2021.
2. Developer has not completed all of the work or made all of the public improvements required by the Subdivision Map Act (Government Code sections 66410 et seq.) ("Map Act"), the conditions of approval for Tentative Parcel Map No. 37437, or ordinances, resolutions or policies of City requiring construction of improvements in conjunction with the subdivision of land.
3. Developer requests approval of a Final Map covering the area of Tentative Parcel No. 37437 and bearing Final Parcel No. 37437 ("Parcel") prior to the construction and completion of the public improvements, appurtenant, or a part thereof of the Tract, which is legally described on Exhibit "A" attached hereto.
4. Pursuant to the Map Act and Section 18.24.030 of the City's Municipal Code, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney.

5. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the Final Map.

C. AGREEMENT TERMS

NOW, THEREFORE, it is agreed by and between the Parties hereto as follows:

1. **Recitals:** The foregoing Recitals are incorporated herein by reference as if set forth in full.
2. **Effectiveness:** This Agreement shall not be effective unless and until all of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) the Agreement is executed and recorded in the Recorder's Office of the County of Riverside; (c) the City Council of the City of Perris ("City Council") approves the Final Map for the Tract; and (d) the Final Map is recorded in the Recorder's Office of the County of Riverside. If the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the Final Map for the Tract.
3. **Public Improvements:** Developer shall construct or cause to be constructed at its own cost, expense, and liability, all improvements on and in conjunction with the Tract required by City, including all matters required by the City Planning Commission, City Council, and City Engineer during the process leading up to approval of the Tract. Public improvements include, but are not limited to, all grading, roads, paving, curbs and gutters, pathways, water service, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights and all other required facilities as a condition of development (collectively the "Improvements"), and as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Tract and are incorporated herein by reference and made a part hereof. The Improvements are described in summary in Exhibit "B," attached hereto and incorporated herein by this reference. Construction of the Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety and to provide complete, in place, fully functional Improvements satisfactory to the City.

Developer shall be responsible for the replacement, relocation, or removal of any component of any dry or wet utilities in conflict with the construction or installation of the Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such utilities. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Improvements. Developer also agrees to proceed with construction of all Improvements in a continuous and good faith manner.

Developer agrees that all Improvements shall be constructed and completed in accordance with City standards as determined by the City Engineer, with any applicable conditions, and with the provisions of this Agreement. In the event of any dispute, the good faith judgement of the City Engineer shall be final and binding upon the parties.

- a) Prior Partial Construction of Improvements: Where construction of any Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Improvements or assure their completion in accordance with this Agreement.
- b) Existing Improvements: Developer shall protect in place existing Improvements and facilities peripheral to the Tract and Tract Improvements previously accepted by City notwithstanding the warranty and guarantee period, including but not limited to, structures, fences, roads, sidewalks, paving, curbs, gutters, water facilities, sewer facilities, drainage facilities and utilities that do not require demolition, removal, relocation, or replacement in accordance with the approved plans and specifications. Developer shall repair, restore or replace, or cause to be repaired, restored or replaced damages to any Improvements or facilities resulting from Developer's operations at its own cost, expense, and liability. It shall be the sole responsibility of Developer to determine the exact location and depth or height of all existing facilities. Repair, restoration or replacement of Improvements shall be of equal or greater quality and appearance to that of the existing condition and to the satisfaction of the City Engineer. Methods to repair, restore, or replace the damages shall be approved by the City Engineer prior to commencement of work.
- c) Permits; Compliance; Utility Statements: Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of Improvements and performance of Developer's obligations under this Agreement. Developer shall comply with all ordinances and regulations of City. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Engineer, signed by Developer and each utility which will provide utility service to the Tract, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the property. Developer shall perform all other acts required pursuant to this Agreement, any permits, and other entities having jurisdiction.
- d) Approved Plans and Specifications: Developer is prohibited from commencing work on any Improvement until all plans and specifications for such Improvement have been submitted to, and approved by the City Engineer. Approval by the City Engineer shall not relieve Developer from ensuring that all Improvements conform with all other requirements and standards set forth in this Agreement.
- e) Compliance with Laws and Codes: The construction plans and specifications for the Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced. Improvements shall be constructed to the satisfaction of the City.

- f) Standard of Performance: Developer and its contractors, if any, shall perform all work required to construct the Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.
- g) Alterations to Improvements: The summary of the Improvements in Exhibit "B" is understood to be only a general designation of the work and Improvements to be constructed, and not a binding description thereof. All work shall be done and Improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Improvements it is determined that the public interest requires alterations in the Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and Improvements may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.
4. Maintenance of Improvements: City shall not be responsible or liable for the maintenance or care of the Improvements until they are approved by City and accepted by the City Council. City shall exercise no control over the Improvements until accepted. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Improvements. Developer shall maintain all Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work. If Developer fails to do so, Developer shall perform such maintenance work when notified to do so by City within fifteen (15) days of the date of the notice. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to acceptance by City.
5. Grading: Developer shall have an approved Grading Plan for the Tract and a Grading Permit issued by City prior to commencement of any land disturbance activities. Developer agrees that any and all grading done or to be done in conjunction with construction of the Improvements or development of the Tract shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations,

any protected plant regulations, and the State Water Resources Control Board Construction General Permit regulations. In order to prevent damage to the Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the Construction Schedule for completion of the Improvements established by this Agreement, and prior to City's approval and acceptance of the Improvements and release of the Security as set forth herein.

6. Construction Schedule: Unless extended pursuant to this section of this Agreement, Developer shall fully and adequately complete or have completed the Improvements within one (1) year following approval of the Final Map.
 - a) Extensions: City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Improvements. It is understood that by providing the security required under this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, the sufficiency of Improvement security provided by Developer, and to require adjustments thereto when warranted according to City's discretion.
 - b) Accrual of Limitations Period: Upon written notification to Developer of breach or default of this Agreement, any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Improvements.
7. Fees and Charges: Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to the Tract.
8. Default; Notice; Remedies: No action by City pursuant to this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance. No election of remedies shall be binding upon City.
 - a) Notice: If Developer neglects, refuses, or fails to fulfill, timely complete, or improperly completes any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code,

standard, or other requirement. City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation (“Notice”). Developer shall substantially commence the work required to remedy the default or violation within fifteen (15) days of the date of Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City’s issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of Improvements and all other administrative costs expenses as provided for in Section 9 of this Agreement. Upon the occurrence of, but not limited to any of the following events, the Developer shall be deemed to be in default under this Agreement:

- i. Subject to any time extensions granted in accordance with Section 6, failure to complete construction and installation of the Improvements by the completion date of one (1) year after City Council approval of the Tract;
 - ii. Failure to promptly correct or cure any defect in the Improvements, including those found during the one-year guarantee and warranty period as required by Section 11 or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following receipt by Developer of written notice that such defect exists;
 - iii. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;
 - iv. Commencement of a foreclosure action against the Tract or any portion thereof, or any conveyance by the Developer in lieu or in avoidance of foreclosure;
 - v. Failure to renew security instruments; or
 - vi. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after receipt by Developer of written notice thereof from the City.
- b) **Failure to Remedy; City Action:** If the work required to remedy the noticed default or violation is not commenced and diligently prosecuted to completion satisfactory to City within the time frame contained in the Notice, City may:
- i. Prohibit further development of the Tract or withhold approvals, the issuance of building or other permits, establishment of utility service, final inspection or occupancy of any buildings on the Tract;
 - ii. Complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes

is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and Improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City;

- iii. Collect from Developer the reasonable value of the work and Improvements not performed and completed by Developer to be measured by the anticipated costs and expenses of completing the same; or
- iv. Proceed under remedy (a) for a portion of the work and Improvements and for the remainder, pursue remedy (b).

Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

- 9. Administrative Costs: If Developer fails to construct and install all or any part of the Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, in addition to the face amount specified in any security provided by Developer, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement, or in processing any legal action, or for any other remedies permitted by law.
- 10. Acceptance of Improvements; As-Built: If the Improvements are properly completed by Developer and approved by the City Engineer, and if the Improvements comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Improvements prior to such time as all of the Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Improvements by City, a notice of completion for the accepted Improvements shall be filed with the Recorder's Office of the County of Riverside, at which time the accepted Improvements shall become the sole and exclusive property of City without payment therefor. Completion of final inspection or issuance of occupancy permits by City for any buildings or structures located in the Tract shall not be construed in any manner to constitute City's acceptance or approval of any Improvements. Notwithstanding the foregoing, City may not accept any Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such

Improvements. The drawings shall be certified and shall reflect the condition of the Improvements as constructed, with all changes incorporated therein.

11. Warranty and Guarantee: Developer hereby warrants and guarantees all Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Tract in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City Council (“Warranty Period”). Acceptance of any Improvements by City shall not constitute an acknowledgment by City that the same are properly done or performed, except as to any items or matters readily apparent from an inspection thereof. Except as to such matters so readily apparent from an inspection, Developer shall repair any defects that occur in the Improvements within a one (1) year period following acceptance by City Council. During the Warranty Period, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty Period shall be at the sole cost, expense, and liability of Developer and its surety. As to any Improvements which have been repaired, replaced, or reconstructed during the Warranty Period, Developer and its surety hereby agree to extend the Warranty Period for an additional one (1) year period following City’s acceptance of the repaired, replaced, or reconstructed Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Improvement following expiration of the Warranty Period or any extension thereof. Developer’s warranty obligation under this section shall survive the expiration or termination of this Agreement.

12. Security: Upon Developer’s execution of this Agreement, Developer shall provide City with security to ensure faithful performance of all the provisions set forth in this Agreement, City ordinances, the Map Act and any and all other applicable rules and regulations. Subject to the approval of the City, Developer shall have the option to provide security in the form of a surety bond; cash deposit with the City; an instrument of credit or letter of credit; or combination thereof in the amounts and under the terms set forth below (“Security”). The amount of Security shall be based on the City Engineer’s or a designated licensed engineer’s (upon review and approval by the City Engineer) approximation of the actual cost to construct the Improvements, including the replacement cost for all landscaping (“Estimated Cost”). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer’s compliance with this provision shall in no way limit or modify Developer’s indemnification obligation provided in Section 17 of this Agreement. The Security shall be payable to the City upon default of this Agreement. Institutions providing Security on behalf of Developer shall hereinafter be referred to as “Surety.” All Security shall be issued on the form provided by the City, or one similar in nature approved by the City. The Developer and its Surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, Improvements, or the plans and specifications for the Improvements shall in any way affect its obligation under the Security.

13. Security Instruments: Security instruments shall be valid for the life of this Agreement and any subsequent extensions, and shall not terminate or expire until all the obligations under this Agreement are fully satisfied. Developer and its Surety stipulate and agree that no extension of time, alteration, or addition to the terms of this Agreement, Improvements, or the plans and specifications for Improvements shall in any way affect its obligation under the Security. Payment obligations under any Security instruments shall exist at all times for the duration of this Agreement, litigation shall be required to be instituted and maintained in the County of Riverside, State of California, and Security instruments shall so provide for such. Each Security instrument shall at minimum survive for one (1) year after the completion of the Improvements as evidenced by the acceptance of the Improvements by the City. Each Security instrument shall provide that changes may be made to the Improvements pursuant to the terms of this Agreement without notice to any Surety (for bonds and letters of credit) and without affecting the obligations under such Security instrument.
- a) Bonds: Bonds shall be issued by one or more duly authorized corporate sureties. The Surety for any surety bonds provided as Security shall have a current A.M. Best's rating or Key Rating of no less than A: VIII, shall be licensed to do business in the State of California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its Surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and Surety shall keep bonds active and Developer shall continue to pay bond premiums until such time that written notification from the City is received by Surety releasing the bonds. Developer shall be capable of providing evidence of active bond coverage at all times during the term of this Agreement.
- b) Instrument of Credit/Letter of Credit: All instruments of credit or letters of credit shall be irrevocable and issued by one or more Sureties which are financial institutions subject to regulation by the state or federal government acceptable to City. The Surety must be chartered in the United States, have a rating of B or above, or a number rating of 40 or above in the Bank Watch Thomas Ratings, maintain an office in the State of California, maintain an agent for service of process in the State of California, and otherwise do business in the State of California. The instrument of credit or letter of credit shall name the City as beneficiary, and shall be renewed automatically on an annual basis for the term of this Agreement, except upon written instructions executed by both Developer and City. The instrument of credit or letter of credit shall be payable to the City at any time upon presentation of (i) a sight draft drawn on the issuing Surety, (ii) an affidavit executed by an authorized City representative stating that the Developer is in default under this Agreement, or (iii) the original letter of credit. The instrument of credit or letter of credit shall provide that sixty (60) days' prior written notice shall be given by Surety to the City Clerk and City Engineer of the pending non-renewal, if any, of the instrument of credit or letter of credit.
- c) Cash Deposits: Cash deposits may be in the form of cash, cashier's check, or bank check issued by Developer. In the case of a bank check, the deposit shall not be deemed received until such time that the check clears Developer's bank. Cash deposits will be

placed in a separate City account and designated for this Agreement and Tract. Subsequent to default by Developer, City shall be entitled to unilaterally draw from cash deposits for use in the construction of all or a portion of the Improvements.

14. Required Security; Evidence of Security: The following Security shall be provided in consideration of City's approval of the Tract. Evidence of Security shall be provided on the forms set forth by City unless other forms are deemed acceptable by the City Engineer and City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be incorporated herein by this reference.
- a) Performance Security: To guarantee the faithful installation and construction of the Improvements, to protect City if Developer is in default as set forth in Section 8 et seq. of this Agreement, and to secure Developer's one (1) year guarantee and warranty of the Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a Faithful Performance Security in the amounts set forth in Exhibit "C" which sum shall be not less than one hundred percent (100%) of the Estimated Cost. The City Manager may, in his/her sole and absolute discretion and upon recommendation of the City Engineer, authorize partial release of a portion, or portions of the Security provided under this section as Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Tract, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Cost.
 - b) Labor & Material Security: To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for installation and construction of the Improvements, Developer shall provide City a Labor and Materials Security in the amounts set forth in Exhibit "C" which sum shall not be less than one hundred percent (100%) of the Estimated Cost. Security provided under this section may be released by written authorization of the City Manager after six (6) months from the date City accepts the final Improvements.
 - c) Monument Security: To secure the setting of monuments and guarantee payment to the licensed engineer or surveyor for the setting of all monuments, including without limitation, subdivision boundaries, lot corners, and street centerline monuments for the Tract in compliance with the applicable provisions of the California Business and Professions Code Division 3, Chapter 15 and Section 18.24.080 of the City's Municipal Code (collectively the "Monuments"), Developer shall provide City a Monument Security in the amount set forth in Exhibit "C" which sum shall not be less than one hundred percent (100%) of the Estimated Cost for setting Monuments. Said Security may be released by written authorization from the City Manager, and City has received written acknowledgment of payment in full from the engineer or surveyor who set the Monuments, and City accepts the final Improvements to ensure Monuments have not been damaged during construction or other activities by Developer.

- d) **Warranty Security:** To secure warranty of completed Improvements for a period of one (1) year following completion and acceptance by City Council thereof against any defective work, labor, or defective materials furnished, Developer shall provide City warranty Security in the amount set forth in Exhibit "C" which sum shall not be less than twenty-five percent (25%) of the Estimated Cost. Security provided under this section may be released at the end of the Warranty Period, or extension thereof as provided in Section 11 of this Agreement, by written authorization of the City Manager, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Tract. The warranty Security shall be a condition precedent to the acceptance of Improvements hereunder as being complete and the subsequent release of any other Security.
15. **Release of Security Instruments:** City shall release the Faithful Performance Security and Labor and Materials Security when all of the following have occurred.
- a) Upon written request thereof by Developer and provision of evidence of satisfaction of all other requirements in this Section;
 - b) Developer is current on all fees due to City for plan check services, permits, inspections, etc.;
 - c) all Improvements have been accepted by City Council;
 - d) Developer has delivered the warranty Security; and
 - e) if lien claims have been timely filed, City shall hold the Labor and Materials Security until such claims have been resolved or Developer has provided a statutory security, or otherwise as required by applicable law.
- City shall release the warranty Security upon Developer's written request upon the expiration of the Warranty Period provided no claims are outstanding regarding defective work. All other Securities shall be released upon Developer's written request and confirmation that associated work has been completed to the satisfaction of the City.
16. **Developer's Liability:** No action of Developer shall be required for City to enforce its rights under any Security, and Developer agrees to cooperate with City to facilitate City's enforcement and to take no action to prevent City from such enforcement of any Security instrument. Notwithstanding the giving of any Security instrument or the subsequent expiration of any Security instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Developer shall be and remain personally liable for performance under this Agreement and for payment of the reasonable cost of the labor and materials for Improvements required to be constructed or installed hereby and shall, within ten (10) days after receipt of a written demand, deliver to City such substitute Security as City shall require satisfying the requirements in this Agreement.
17. **Indemnification:** Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons,

including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors or subcontractors in connection with or arising out of installation, construction or maintenance of Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify, defend and hold City harmless shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

18. **Insurance:** Developer shall procure and maintain, and shall require its contractors and subcontractors to maintain at all times during construction of any Improvement during this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit. All Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A-:VII.
 - a) **General Liability:** Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. The Product and Completed Operations coverage under the policy shall extend a minimum of three (3) years after completion of the Improvements. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. The policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. The policy shall specifically provide for a duty to defend on the part of the insurer.
 - b) **Business Automobile Liability:** Business Automobile liability insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities arising out of or in connection with work performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

- c) Workers' Compensation: Worker's Compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.
- d) Builder's Risk Insurance: Developer shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Improvements and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Improvements; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Improvements materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Improvements site or any staging area.
- e) Pollution Liability Insurance: Developer shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Improvements site to the final disposal location, including non-owned disposal sites.
- f) Professional Liability: For any consultant or other professional who will engineer or design Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of Improvements. Such insurance shall be endorsed to include contractual liability.
- g) Additional Insured; Separation of Insureds: The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors and subcontractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

- h) Certificates of Insurance: Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. City reserves the right to require complete, certified copies of all required insurance policies, at any time. Developer shall replace any certificate, policy, or endorsement which will expire prior to the term of this Agreement. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days prior written notice to City or 10 days prior written notice to City in the event of nonpayment of insurance premium.
 - i) Deductibles: Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
 - j) Primary Insurance; Waiver of Subrogation: The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.
19. Agreement Term: This Agreement shall survive any time allotted for completion of Improvements and shall not expire until such time that all Improvements have been accepted by City and, where bonds or letters of credits are issued, all Securities related thereto have been released by written notification from City to the respective Surety that issued said Security. Where there exists a cash deposit, this Agreement will expire upon acceptance of the Improvements by City.
20. Relationship Between the Parties: The Parties hereby mutually agree that neither this Agreement, any map related to Parcel Map No. 37437, nor any other related entitlement, permit, or approval issued by City for the Tract shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.
21. General Provisions:
- a) Authority to Enter Agreement: Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.
 - b) References: Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. References to Developer shall include all

personnel, employees, agents, contractors and subcontractors of Developer, except as otherwise specified in this Agreement. References to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. References to City Manager shall include the City Manager or his/her designee. City Engineer shall include the City Engineer, his/her designee, and other authorized City representatives.

- c) **Notices:** Depending upon the method of transmittal, notice shall be deemed received as follows: by email, as of the date and time sent; by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail, as of 72 hours after date of notice. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

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

DEVELOPER:

IDIL RIDER 2, LP
Aaron Scherer
840 Apollo Street, Suite 343
El Segundo, CA 90245

- d) **Amendment:** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- e) **Waiver:** City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein; or City's failure to take an enforcement action with respect to a default, to declare a default or breach, or City's waiver of any breach of this Agreement shall not be construed as a waiver of prior default or breach, or any subsequent default or breach of the Developer and, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Improvements or this Agreement.
- f) **Assignment of Agreement:** Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. As a

condition to City's consent, any assignee shall be required to provide Security as required by this Agreement.

- g) **Binding Effect**: Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.
- h) **No Third Party Beneficiaries**: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.
- i) **Severability**: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- j) **Venue and Governing Law**: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.
- k) **Attorneys' Fees and Costs**: If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Tract, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs, which shall include, without limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (a) post judgment motions and appeals, (b) contempt proceedings, (c) garnishment, levy, and debtor and third party examination, (d) discovery, and (e) bankruptcy litigation. This section shall survive the termination or expiration of this Agreement.
- l) **Recordation**: This Agreement shall be recorded with the Riverside County Recorder's Office.
- m) **Counterparts**: This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same Agreement.


CITY OF PERRIS

By: _____
Clara Miramontes, City Manager

ATTEST:

By: _____
Nancy Salazar, City Clerk

DEVELOPER

By: 
V.P. OF CONSTRUCTION
Title
AARON SCHERER
Print Name

By: _____

Title

Print Name

NOTE: DEVELOPER'S SIGNATURES SHALL BE NOTARIZED AND AN APPROPRIATE NOTARY ACKNOWLEDGEMENT FORM MUST ACCOMPANY THIS SIGNATURE PAGE. CORPORATIONS REQUIRE TWO SIGNATURES, BOTH MUST BE OFFICERS OF THE COMPANY.

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 03/24/2026 before me, Anahi Zendejas, public notary
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *A Zendejas* (Seal)

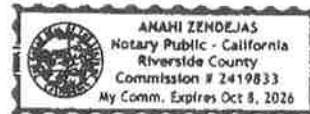


EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL NO. 37437

BEING A SUBDIVISION OF PORTIONS OF LOTS "B" THROUGH "D", INCLUSIVE, IN BLOCK 5; PORTIONS OF LOTS "A" THROUGH "E", INCLUSIVE, IN BLOCK 6, PORTIONS OF LOTS "A" THROUGH "E", INCLUSIVE, IN BLOCK 7; PORTIONS OF "A" THROUGH "D", INCLUSIVE IN BLOCK 8 ALL IN TRACT 12; ALL OF LOTS "B" THROUGH "D", INCLUSIVE, IN BLOCK 4; ALL OF LOTS "A" THROUGH "D", INCLUSIVE, IN BLOCK 5; ALL OF LOTS "A" THROUGH "D", INCLUSIVE IN BLOCK 6; ALL IN TRACT 11 OF FAIRVIEW FARMS NO. 5, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGE 20 OF MAPS, RECORDS OF RIVERSIDE COUNTY; A PORTION OF LOT 2, IN BLOCK 23 OF RIVERSIDE TRACT AS SHOWN BY MAP ON FILE IN BOOK 14, PAGE 668 OF MAPS. RECORDS OF SAN DIEGO COUNTY AND PARCEL 2 OF LOT LINE ADJUSTMENT NO. 20-05024, RECORDED ON OCTOBER 25, 2021, AS DOCUMENT NO. 2021-0627427, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 8, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA

EXHIBIT "B"

LIST OF IMPROVEMENTS & COST ESTIMATES

FINAL PARCEL MAP NO. 37437

This Exhibit "B" is not intended to be a detailed description of all Improvements required and shall in no way limit the Improvements or other required facilities, or supersede any conditions of development or other requirements related to the Parcel or any subsequent approved plans, profiles and specifications.

INSERT THE DEVELOPER'S ESTIMATE OF COSTS (THE COST ESTIMATES SHOULD BE PREPARED UTILIZING THE CITY'S TEMPLATE).

PLEASE SEE ATTACHED.

EXHIBIT "C"

SECURITY CATALOGUE

FINAL PARCEL MAP NO. 37437

In compliance with the terms of this Agreement, Developer has provided the below described Security in the amounts required therein. Security provided below serves as evidence of Developer's understanding of the provisions of this Agreement and the Improvements required. All securities are incorporated herein by reference and shall be made a part hereof.

Grading: Required Not Required

A Faithful Performance Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Amount in words Dollars (\$Amount) for the required grading and implementation and maintenance of the Storm Water Pollution Prevention Plan (SWPPP) and related Best Management Practices (BMPs), guaranteeing full performance of all the terms of this agreement.

A Labor and Materials Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Amount in words Dollars (\$Amount), securing payment to persons furnishing labor, materials, or equipment for performance of the required grading and implementation and maintenance of the Storm Water Pollution Prevention Plan (SWPPP) and related Best Management Practices (BMPs).

Street and Drainage: Required Not Required

A Faithful Performance Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Six Million, Eight hundred Sixty Five Thousand, Eight Hundred Forty-Five Dollars (\$6,865,845) for the required street and drainage improvements, guaranteeing full performance of all the terms of this agreement.

A Labor and Materials Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Six Million, Eight hundred Sixty Five Thousand, Eight Hundred Forty-Five Dollars (\$6,865,845) securing payment to persons furnishing labor, materials, or equipment for performance of the required street and drainage improvements.

A Warranty Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of One Million, Seven hundred Sixteen Thousand, Four Hundred Sixty-Two Dollars (\$1,716,462), securing warranty of completed street and drainage improvements (must be provided prior to release of Faithful Performance Security).

Monument: Required Not Required

A Monument Instrument of Credit/Letter of Credit Cash Deposit in the amount of Twenty-Five Thousand Dollars (\$25,000), to secure the setting of required monuments and payment to persons for performance of setting the monuments.

Water and Sewer: Required Not Required

A Faithful Performance Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Twelve Thousand, Nine Hundred Seventy Dollars (\$12,970) for the required water and sanitary sewer improvements, guaranteeing full performance of all the terms of this agreement.

A Labor and Materials Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Twelve Thousand, Nine Hundred Seventy Dollars (\$12,970), securing payment to persons furnishing labor, materials, or equipment for performance of the required water and sanitary sewer improvements.

A Warranty Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Three Thousand, Two Hundred Forty-Three Dollars (\$3,243), securing warranty of completed water and sanitary sewer improvements (must be provided prior to release of Faithful Performance Security).

Lighting and Landscape: Required Not Required

A Faithful Performance Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of One Hundred Fifty Thousand Dollars (\$150,000) for the required lighting and landscaping improvements, guaranteeing full performance of all the terms of this agreement.

A Labor and Materials Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of One Hundred Fifty Thousand Dollars (\$150,000), securing payment to persons furnishing labor, materials, or equipment for performance of the required lighting and landscape improvements.

A Warranty Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Thirty-Seven Thousand, Five Hundred Dollars (\$37,500), securing warranty of completed lighting and landscape improvements, including maintenance of landscaping in a vigorous and thriving condition (must be provided prior to release of Faithful Performance Security).

ATTACHMENT 4

Site Plan and Building Elevations (For Information Purposes)



North Elevation



West Elevation



South Elevation



East Elevation



RIDER DISTRIBUTION II
Perris, CA

IDI Logistics

Job No. 17131.00

CONCEPTUAL COLORED ELEVATIONS

07.18.2022

ATTACHMENT 5

Conditions of Approval (Planning, Engineering,
Public Works, Community Services, Fire, and
Building)

*Due to the large file size, the documents are
available for viewing at the Planning Division
and on the City's website at:*

[https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-542#docfold 1206 1313 479 542](https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-542#docfold_1206_1313_479_542)



CITY OF PERRIS 10.B.

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: April 14, 2026

SUBJECT: Final Parcel Map 25-00006 (FPM 37438) – Final approval of Parcel Map No. 37438 to consolidate four (4) parcels into a 29.41-acre lot for an existing 548,019 square-foot industrial building known as Rider IV, located at the southeast corner of Redlands Avenue and Morgan Street, west of the Perris Valley Storm Channel, in the Light Industrial (LI) Zone of the Perris Valley Commerce Center Specific Plan (PVCCSP). Applicant: Aaron Scherer, IDI.

REQUESTED ACTION: Approve Final Parcel Map 25-00006 (FPM 37438), accept the Subdivision Improvement Agreement (SIA), and authorize the Mayor to sign the Final Parcel Map.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

On July 27, 2021, the City Council, by a 4-1 vote (*No - Nava, Yes-Mayor Vargas, Rabb, Corona, and Rogers*), upheld the Planning Commission's approval of the Rider IV project on June 16, 2021, following an appeal by Golden State Environmental Alliance. The Rider IV project included Tentative Parcel Map 19-05059 (TPM 37438) and Development Plan Review (DPR) 19-00006 to consolidate four (4) parcels into a 29.41-acre parcel, facilitating the approval and construction of an 548,019-square-foot industrial building.

The Rider IV project is not subject to the Industrial Moratorium because it began and completed construction in 2023, before the moratorium took effect on December 9, 2025. The delay in completing the Final Map was due to coordination with Riverside County Flood Control to resolve the right-of-way requirements for the Perris Valley Storm Drain widening improvements adjacent to the Project site.

The applicant has entered into a Subdivision Improvement Agreement (SIA) to guarantee the construction of the required improvements and has submitted Improvement Agreements, which have been approved by the City Attorney. The developer will be responsible for all associated improvement costs. Additionally, the final map is fully compliant with the requirements of the Subdivision Map Act and applicable provisions of the City's Municipal Code.

Development Services, Engineering, Public Works, and Community Services Departments have determined that the applicant has satisfied all conditions of approval required for final map approval and recordation, and that it is substantially consistent with the approved Tentative Parcel Map. Therefore, the City Engineer recommends approval of Final Parcel Map No. 37438.

RECOMMENDATION:

Staff recommends that the City Council approve Final Parcel Map 25-00006 (FPM 37438), as all Planning and Engineering conditions of approval have been satisfied, and the necessary City Department clearances have been obtained.

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

Prepared by: Nathan Perez, Senior Planner
Reviewed by: Patricia Brenes, Planning Manager

REVIEWED BY:

Assistant City Manager: MB
Assistant City Manager: EP
Director of Finance: MS

Attachments:

1. Vicinity Map
2. Final Parcel Map No. 37438
3. Subdivision Improvement Agreement
4. Site Plan and Building Elevations (For Information Purposes)
5. Conditions of Approval (Planning, Engineering, Public Works, Community Services, Fire, and Building)

Due to the large file size, the documents are available for viewing at the Planning Division and on the City's website at:

https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-543#doefold_1206_1313_479_543

Consent: X
Public Hearing:
Business Item:
Presentation:
Other:

ATTACHMENT 1

Vicinity Map

Vicinity Map



ATTACHMENT 2

Final Parcel Map No. 37438

PARCEL MAP NO. 37438

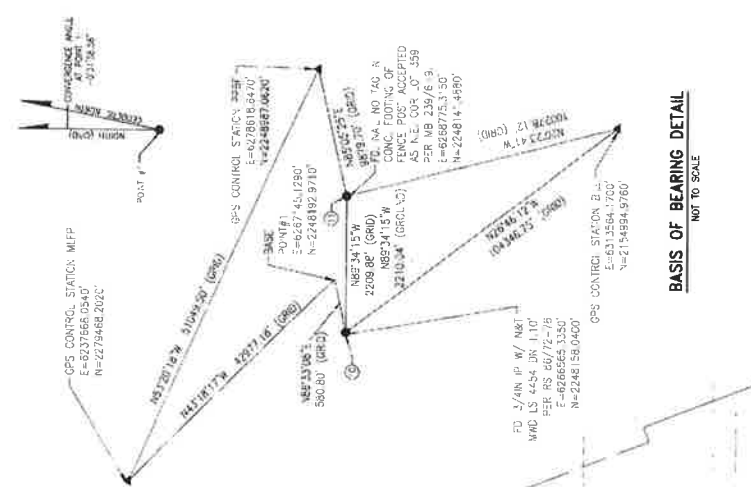
IN THE CITY OF PERRIS OF THE COUNTY OF RIVERSIDE, CALIFORNIA

BEING A SUBDIVISION OF PORTIONS OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

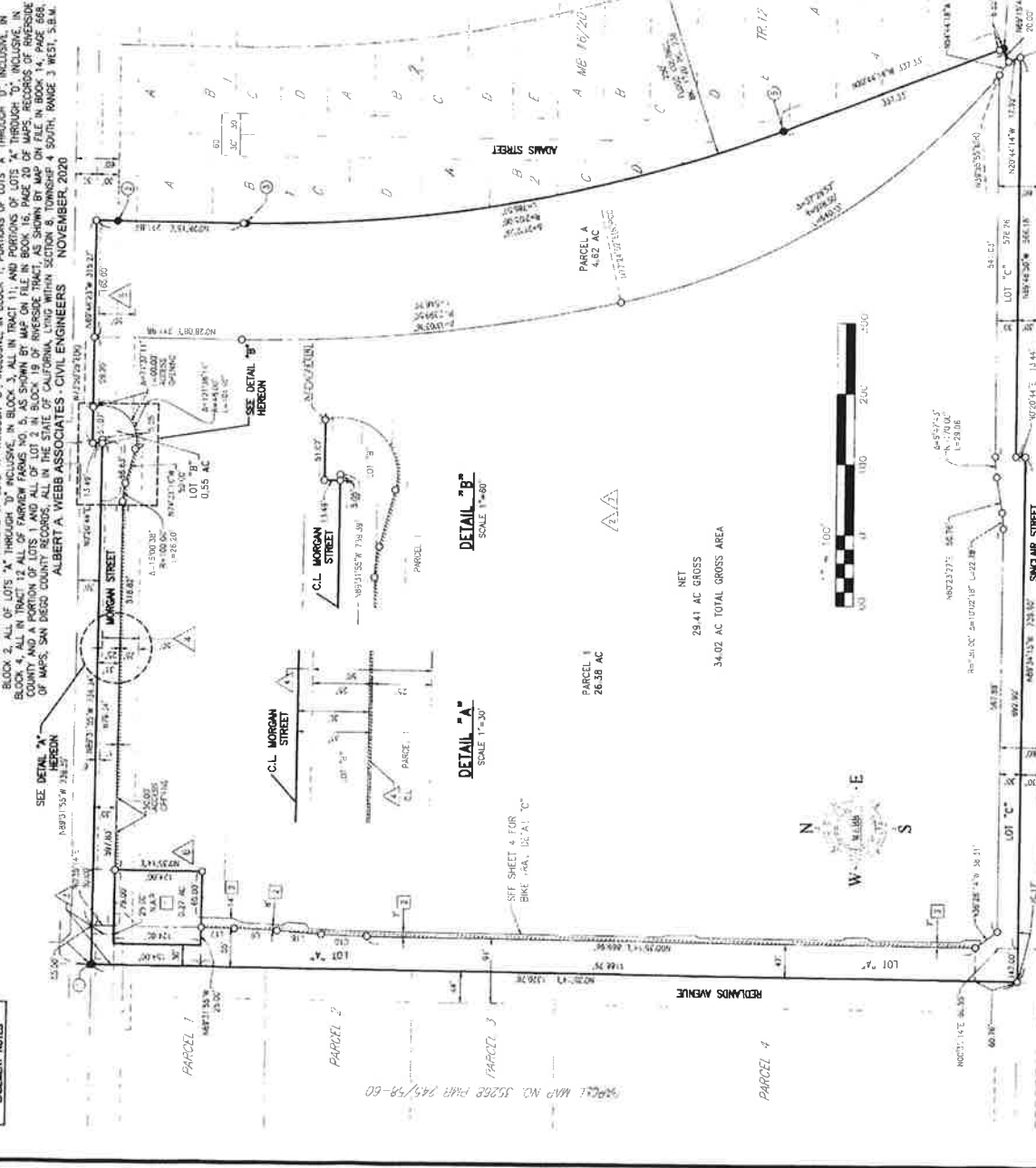
SEE SHEET 2 FOR SURVEYOR'S NOTES, MONUMENT NOTES AND EASEMENT NOTES



VICINITY MAP NOT TO SCALE



BASIS OF BEARING DETAIL NOT TO SCALE



DETAIL "B" SCALE 1"=60'

DETAIL "A" SCALE 1"=30'

NET 29.41 AC GROSS 34.02 AC TOTAL GROSS AREA



PARCEL MAP NO. 37438 PART 245/29-60

PARCEL MAP NO. 37438

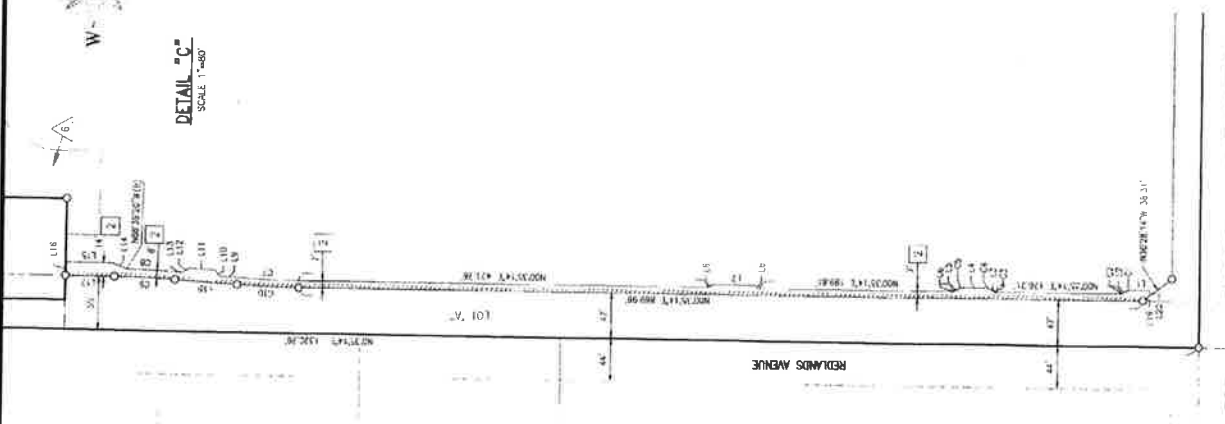
IN THE CITY OF RIVERSIDE OF THE COUNTY OF RIVERSIDE, CALIFORNIA
 BEING A SUBDIVISION OF PORTIONS OF LOTS "A" THROUGH "O", INCLUSIVE, IN BLOCK 1, PORTIONS OF LOTS "A" THROUGH "O", INCLUSIVE, IN BLOCK 2, ALL OF LOTS "A" THROUGH "O", INCLUSIVE, IN BLOCK 3, ALL IN TRACT 11, AND PORTIONS OF LOTS "A" THROUGH "O", INCLUSIVE, IN BLOCK 4, ALL IN TRACT 12 ALL OF FARVIEW FARMS NO. 5, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGE 20 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND ALL OF LOT 2 IN BLOCK 19 OF RIVERSIDE TRACT, AS SHOWN BY MAP ON FILE IN BOOK 14, PAGE 666, OF MAPS, SAN DIEGO COUNTY, CALIFORNIA, LIND WITHIN SECTION 8, TOWNSHIP 4 SOUTH, RANGE 3 WEST, S.B.M.
 ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS NOVEMBER, 2020



DETAIL "C"
 SCALE: 1"=60'

LINE #	DIRECTION	LENGTH
11	N00°35'14"E	18.44
12	N28°24'46"W	3.44
13	S31°09'07"E	3.22
14	N00°35'14"E	21.98
15	S28°20'22"W	5.47
16	S27°25'48"E	5.84
17	S30°35'14"E	43.04
18	N26°13'44"W	6.85
19	N34°4'57"E	17.88
20	S32°54'17"E	7.89
21	N04°4'59"E	26.7
22	N45°31'06"W	7.36
23	N04°4'59"E	7.74
24	S22°23'27"E	16.42
25	N00°35'14"E	49.44
26	N85°31'55"W	14.00
27	N00°35'14"E	48.84
28	S04°4'57"E	62.9
29	S26°25'44"W	8.76
30	S88°16'55"W	5.72

CURVE #	RADIUS	LENGTH	DELTA
C1	13.00	6.81	30°00'00"
C2	4.00	2.09	30°00'00"
C3	4.00	2.13	30°33'53"
C4	13.00	6.93	30°33'53"
C5	13.00	6.79	29°55'36"
C6	4.00	2.09	29°55'36"
C7	981.00	62.70	3°39'43"
C8	972.00	49.18	2°54'17"
C9	962.00	61.48	3°59'43"
C10	986.00	63.15	3°59'43"



ATTACHMENT 3

Subdivision Improvement Agreement

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:
City of Perris
City Clerk's Office
101 N. "D" Street
Perris, CA 92570

EXEMPT FROM RECORDING FEE (Government Code Section 6103)
SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT
FINAL PARCEL MAP NO. 37438

A. PARTIES

This Subdivision Improvement Agreement for the completion of public improvements ("Agreement") is entered into as of this ___ of _____, 20__ by and between the City of Perris, a California municipal corporation ("City") and IDIL RIDER 4, LP, a(n) individual, limited partnership, limited liability company, or corporation ("Developer") with its principal office located at 840 Apollo Street, Suite 343, El Segundo, CA 90245. City and Developer are sometimes hereinafter individually referred to as "Party," and collectively as the "Parties."

B. RECITALS

1. A Tentative Parcel Map No. 37438 was conditionally approved on June 16, 2021.
2. Developer has not completed all of the work or made all of the public improvements required by the Subdivision Map Act (Government Code sections 66410 et seq.) ("Map Act"), the conditions of approval for Tentative Parcel Map No. 37438, or ordinances, resolutions or policies of City requiring construction of improvements in conjunction with the subdivision of land.
3. Developer requests approval of a Final Map covering the area of Tentative Parcel No. 37438 and bearing Final Parcel No. 37438 ("Parcel") prior to the construction and completion of the public improvements, appurtenant, or a part thereof of the Tract, which is legally described on Exhibit "A" attached hereto.
4. Pursuant to the Map Act and Section 18.24.030 of the City's Municipal Code, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney.

5. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the Final Map.

C. AGREEMENT TERMS

NOW, THEREFORE, it is agreed by and between the Parties hereto as follows:

1. **Recitals:** The foregoing Recitals are incorporated herein by reference as if set forth in full.
2. **Effectiveness:** This Agreement shall not be effective unless and until all of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) the Agreement is executed and recorded in the Recorder's Office of the County of Riverside; (c) the City Council of the City of Perris ("City Council") approves the Final Map for the Tract; and (d) the Final Map is recorded in the Recorder's Office of the County of Riverside. If the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the Final Map for the Tract.
3. **Public Improvements:** Developer shall construct or cause to be constructed at its own cost, expense, and liability, all improvements on and in conjunction with the Tract required by City, including all matters required by the City Planning Commission, City Council, and City Engineer during the process leading up to approval of the Tract. Public improvements include, but are not limited to, all grading, roads, paving, curbs and gutters, pathways, water service, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights and all other required facilities as a condition of development (collectively the "Improvements"), and as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Tract and are incorporated herein by reference and made a part hereof. The Improvements are described in summary in Exhibit "B," attached hereto and incorporated herein by this reference. Construction of the Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety and to provide complete, in place, fully functional Improvements satisfactory to the City.

Developer shall be responsible for the replacement, relocation, or removal of any component of any dry or wet utilities in conflict with the construction or installation of the Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such utilities. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Improvements. Developer also agrees to proceed with construction of all Improvements in a continuous and good faith manner.

Developer agrees that all Improvements shall be constructed and completed in accordance with City standards as determined by the City Engineer, with any applicable conditions, and with the provisions of this Agreement. In the event of any dispute, the good faith judgement of the City Engineer shall be final and binding upon the parties.

- a) Prior Partial Construction of Improvements: Where construction of any Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Improvements or assure their completion in accordance with this Agreement.
- b) Existing Improvements: Developer shall protect in place existing Improvements and facilities peripheral to the Tract and Tract Improvements previously accepted by City notwithstanding the warranty and guarantee period, including but not limited to, structures, fences, roads, sidewalks, paving, curbs, gutters, water facilities, sewer facilities, drainage facilities and utilities that do not require demolition, removal, relocation, or replacement in accordance with the approved plans and specifications. Developer shall repair, restore or replace, or cause to be repaired, restored or replaced damages to any Improvements or facilities resulting from Developer's operations at its own cost, expense, and liability. It shall be the sole responsibility of Developer to determine the exact location and depth or height of all existing facilities. Repair, restoration or replacement of Improvements shall be of equal or greater quality and appearance to that of the existing condition and to the satisfaction of the City Engineer. Methods to repair, restore, or replace the damages shall be approved by the City Engineer prior to commencement of work.
- c) Permits; Compliance; Utility Statements: Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of Improvements and performance of Developer's obligations under this Agreement. Developer shall comply with all ordinances and regulations of City. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Engineer, signed by Developer and each utility which will provide utility service to the Tract, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the property. Developer shall perform all other acts required pursuant to this Agreement, any permits, and other entities having jurisdiction.
- d) Approved Plans and Specifications: Developer is prohibited from commencing work on any Improvement until all plans and specifications for such Improvement have been submitted to, and approved by the City Engineer. Approval by the City Engineer shall not relieve Developer from ensuring that all Improvements conform with all other requirements and standards set forth in this Agreement.
- e) Compliance with Laws and Codes: The construction plans and specifications for the Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced. Improvements shall be constructed to the satisfaction of the City.

- f) Standard of Performance: Developer and its contractors, if any, shall perform all work required to construct the Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.
- g) Alterations to Improvements: The summary of the Improvements in Exhibit "B" is understood to be only a general designation of the work and Improvements to be constructed, and not a binding description thereof. All work shall be done and Improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Improvements it is determined that the public interest requires alterations in the Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and Improvements may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.
4. Maintenance of Improvements: City shall not be responsible or liable for the maintenance or care of the Improvements until they are approved by City and accepted by the City Council. City shall exercise no control over the Improvements until accepted. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Improvements. Developer shall maintain all Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work. If Developer fails to do so, Developer shall perform such maintenance work when notified to do so by City within fifteen (15) days of the date of the notice. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to acceptance by City.
5. Grading: Developer shall have an approved Grading Plan for the Tract and a Grading Permit issued by City prior to commencement of any land disturbance activities. Developer agrees that any and all grading done or to be done in conjunction with construction of the Improvements or development of the Tract shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations,

any protected plant regulations, and the State Water Resources Control Board Construction General Permit regulations. In order to prevent damage to the Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the Construction Schedule for completion of the Improvements established by this Agreement, and prior to City's approval and acceptance of the Improvements and release of the Security as set forth herein.

6. Construction Schedule: Unless extended pursuant to this section of this Agreement, Developer shall fully and adequately complete or have completed the Improvements within one (1) year following approval of the Final Map.
 - a) Extensions: City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Improvements. It is understood that by providing the security required under this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, the sufficiency of Improvement security provided by Developer, and to require adjustments thereto when warranted according to City's discretion.
 - b) Accrual of Limitations Period: Upon written notification to Developer of breach or default of this Agreement, any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Improvements.
7. Fees and Charges: Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to the Tract.
8. Default; Notice; Remedies: No action by City pursuant to this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance. No election of remedies shall be binding upon City.
 - a) Notice: If Developer neglects, refuses, or fails to fulfill, timely complete, or improperly completes any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code,

standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation (“Notice”). Developer shall substantially commence the work required to remedy the default or violation within fifteen (15) days of the date of Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City’s issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of Improvements and all other administrative costs expenses as provided for in Section 9 of this Agreement. Upon the occurrence of, but not limited to any of the following events, the Developer shall be deemed to be in default under this Agreement:

- i. Subject to any time extensions granted in accordance with Section 6, failure to complete construction and installation of the Improvements by the completion date of one (1) year after City Council approval of the Tract;
 - ii. Failure to promptly correct or cure any defect in the Improvements, including those found during the one-year guarantee and warranty period as required by Section 11 or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following receipt by Developer of written notice that such defect exists;
 - iii. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;
 - iv. Commencement of a foreclosure action against the Tract or any portion thereof, or any conveyance by the Developer in lieu or in avoidance of foreclosure;
 - v. Failure to renew security instruments; or
 - vi. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after receipt by Developer of written notice thereof from the City.
- b) Failure to Remedy; City Action: If the work required to remedy the noticed default or violation is not commenced and diligently prosecuted to completion satisfactory to City within the time frame contained in the Notice, City may:
- i. Prohibit further development of the Tract or withhold approvals, the issuance of building or other permits, establishment of utility service, final inspection or occupancy of any buildings on the Tract;
 - ii. Complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its

surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and Improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City;

- iii. Collect from Developer the reasonable value of the work and Improvements not performed and completed by Developer to be measured by the anticipated costs and expenses of completing the same; or
- iv. Proceed under remedy (a) for a portion of the work and Improvements and for the remainder, pursue remedy (b).

Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9. Administrative Costs: If Developer fails to construct and install all or any part of the Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, in addition to the face amount specified in any security provided by Developer, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement, or in processing any legal action, or for any other remedies permitted by law.
10. Acceptance of Improvements; As-Builts: If the Improvements are properly completed by Developer and approved by the City Engineer, and if the Improvements comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Improvements prior to such time as all of the Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Improvements by City, a notice of completion for the accepted Improvements shall be filed with the Recorder's Office of the County of Riverside, at which time the accepted Improvements shall become the sole and exclusive property of City without payment therefor. Completion of final inspection or issuance of occupancy permits by City for any buildings or structures located in the Tract shall not be construed in any manner to constitute City's acceptance or approval of any Improvements. Notwithstanding the foregoing, City may not accept any Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Improvements. The drawings shall be certified and shall reflect the condition of the Improvements as constructed, with all changes incorporated therein.

11. Warranty and Guarantee: Developer hereby warrants and guarantees all Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Tract in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City Council (“Warranty Period”). Acceptance of any Improvements by City shall not constitute an acknowledgment by City that the same are properly done or performed, except as to any items or matters readily apparent from an inspection thereof. Except as to such matters so readily apparent from an inspection, Developer shall repair any defects that occur in the Improvements within a one (1) year period following acceptance by City Council. During the Warranty Period, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty Period shall be at the sole cost, expense, and liability of Developer and its surety. As to any Improvements which have been repaired, replaced, or reconstructed during the Warranty Period, Developer and its surety hereby agree to extend the Warranty Period for an additional one (1) year period following City’s acceptance of the repaired, replaced, or reconstructed Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Improvement following expiration of the Warranty Period or any extension thereof. Developer’s warranty obligation under this section shall survive the expiration or termination of this Agreement.
12. Security: Upon Developer’s execution of this Agreement, Developer shall provide City with security to ensure faithful performance of all the provisions set forth in this Agreement, City ordinances, the Map Act and any and all other applicable rules and regulations. Subject to the approval of the City, Developer shall have the option to provide security in the form of a surety bond; cash deposit with the City; an instrument of credit or letter of credit; or combination thereof in the amounts and under the terms set forth below (“Security”). The amount of Security shall be based on the City Engineer’s or a designated licensed engineer’s (upon review and approval by the City Engineer) approximation of the actual cost to construct the Improvements, including the replacement cost for all landscaping (“Estimated Cost”). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer’s compliance with this provision shall in no way limit or modify Developer’s indemnification obligation provided in Section 17 of this Agreement. The Security shall be payable to the City upon default of this Agreement. Institutions providing Security on behalf of Developer shall hereinafter be referred to as “Surety.” All Security shall be issued on the form provided by the City, or one similar in nature approved by the City. The Developer and its Surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, Improvements, or the plans and specifications for the Improvements shall in any way affect its obligation under the Security.
13. Security Instruments: Security instruments shall be valid for the life of this Agreement and any subsequent extensions, and shall not terminate or expire until all the obligations under

this Agreement are fully satisfied. Developer and its Surety stipulate and agree that no extension of time, alteration, or addition to the terms of this Agreement, Improvements, or the plans and specifications for Improvements shall in any way affect its obligation under the Security. Payment obligations under any Security instruments shall exist at all times for the duration of this Agreement, litigation shall be required to be instituted and maintained in the County of Riverside, State of California, and Security instruments shall so provide for such. Each Security instrument shall at minimum survive for one (1) year after the completion of the Improvements as evidenced by the acceptance of the Improvements by the City. Each Security instrument shall provide that changes may be made to the Improvements pursuant to the terms of this Agreement without notice to any Surety (for bonds and letters of credit) and without affecting the obligations under such Security instrument.

- a) **Bonds**: Bonds shall be issued by one or more duly authorized corporate sureties. The Surety for any surety bonds provided as Security shall have a current A.M. Best's rating or Key Rating of no less than A: VIII, shall be licensed to do business in the State of California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its Surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and Surety shall keep bonds active and Developer shall continue to pay bond premiums until such time that written notification from the City is received by Surety releasing the bonds. Developer shall be capable of providing evidence of active bond coverage at all times during the term of this Agreement.
- b) **Instrument of Credit/Letter of Credit**: All instruments of credit or letters of credit shall be irrevocable and issued by one or more Sureties which are financial institutions subject to regulation by the state or federal government acceptable to City. The Surety must be chartered in the United States, have a rating of B or above, or a number rating of 40 or above in the Bank Watch Thomas Ratings, maintain an office in the State of California, maintain an agent for service of process in the State of California, and otherwise do business in the State of California. The instrument of credit or letter of credit shall name the City as beneficiary, and shall be renewed automatically on an annual basis for the term of this Agreement, except upon written instructions executed by both Developer and City. The instrument of credit or letter of credit shall be payable to the City at any time upon presentation of (i) a sight draft drawn on the issuing Surety, (ii) an affidavit executed by an authorized City representative stating that the Developer is in default under this Agreement, or (iii) the original letter of credit. The instrument of credit or letter of credit shall provide that sixty (60) days' prior written notice shall be given by Surety to the City Clerk and City Engineer of the pending non-renewal, if any, of the instrument of credit or letter of credit.
- c) **Cash Deposits**: Cash deposits may be in the form of cash, cashier's check, or bank check issued by Developer. In the case of a bank check, the deposit shall not be deemed received until such time that the check clears Developer's bank. Cash deposits will be placed in a separate City account and designated for this Agreement and Tract.

Subsequent to default by Developer, City shall be entitled to unilaterally draw from cash deposits for use in the construction of all or a portion of the Improvements.

14. Required Security; Evidence of Security: The following Security shall be provided in consideration of City's approval of the Tract. Evidence of Security shall be provided on the forms set forth by City unless other forms are deemed acceptable by the City Engineer and City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be incorporated herein by this reference.
- a) Performance Security: To guarantee the faithful installation and construction of the Improvements, to protect City if Developer is in default as set forth in Section 8 *et seq.* of this Agreement, and to secure Developer's one (1) year guarantee and warranty of the Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a Faithful Performance Security in the amounts set forth in Exhibit "C" which sum shall be not less than one hundred percent (100%) of the Estimated Cost. The City Manager may, in his/her sole and absolute discretion and upon recommendation of the City Engineer, authorize partial release of a portion, or portions of the Security provided under this section as Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Tract, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Cost.
 - b) Labor & Material Security: To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for installation and construction of the Improvements, Developer shall provide City a Labor and Materials Security in the amounts set forth in Exhibit "C" which sum shall not be less than one hundred percent (100%) of the Estimated Cost. Security provided under this section may be released by written authorization of the City Manager after six (6) months from the date City accepts the final Improvements.
 - c) Monument Security: To secure the setting of monuments and guarantee payment to the licensed engineer or surveyor for the setting of all monuments, including without limitation, subdivision boundaries, lot corners, and street centerline monuments for the Tract in compliance with the applicable provisions of the California Business and Professions Code Division 3, Chapter 15 and Section 18.24.080 of the City's Municipal Code (collectively the "Monuments"), Developer shall provide City a Monument Security in the amount set forth in Exhibit "C" which sum shall not be less than one hundred percent (100%) of the Estimated Cost for setting Monuments. Said Security may be released by written authorization from the City Manager, and City has received written acknowledgment of payment in full from the engineer or surveyor who set the Monuments, and City accepts the final Improvements to ensure Monuments have not been damaged during construction or other activities by Developer.

d) Warranty Security: To secure warranty of completed Improvements for a period of one (1) year following completion and acceptance by City Council thereof against any defective work, labor, or defective materials furnished, Developer shall provide City warranty Security in the amount set forth in Exhibit "C" which sum shall not be less than twenty-five percent (25%) of the Estimated Cost. Security provided under this section may be released at the end of the Warranty Period, or extension thereof as provided in Section 11 of this Agreement, by written authorization of the City Manager, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Tract. The warranty Security shall be a condition precedent to the acceptance of Improvements hereunder as being complete and the subsequent release of any other Security.

15. Release of Security Instruments: City shall release the Faithful Performance Security and Labor and Materials Security when all of the following have occurred.

- a) Upon written request thereof by Developer and provision of evidence of satisfaction of all other requirements in this Section;
- b) Developer is current on all fees due to City for plan check services, permits, inspections, etc.;
- c) all Improvements have been accepted by City Council;
- d) Developer has delivered the warranty Security; and
- e) if lien claims have been timely filed, City shall hold the Labor and Materials Security until such claims have been resolved or Developer has provided a statutory security, or otherwise as required by applicable law.

City shall release the warranty Security upon Developer's written request upon the expiration of the Warranty Period provided no claims are outstanding regarding defective work. All other Securities shall be released upon Developer's written request and confirmation that associated work has been completed to the satisfaction of the City.

16. Developer's Liability: No action of Developer shall be required for City to enforce its rights under any Security, and Developer agrees to cooperate with City to facilitate City's enforcement and to take no action to prevent City from such enforcement of any Security instrument. Notwithstanding the giving of any Security instrument or the subsequent expiration of any Security instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Developer shall be and remain personally liable for performance under this Agreement and for payment of the reasonable cost of the labor and materials for Improvements required to be constructed or installed hereby and shall, within ten (10) days after receipt of a written demand, deliver to City such substitute Security as City shall require satisfying the requirements in this Agreement.

17. Indemnification: Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons,

including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors or subcontractors in connection with or arising out of installation, construction or maintenance of Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify, defend and hold City harmless shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

18. **Insurance:** Developer shall procure and maintain, and shall require its contractors and subcontractors to maintain at all times during construction of any Improvement during this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit. All Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A-VII.
- a) **General Liability:** Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. The Product and Completed Operations coverage under the policy shall extend a minimum of three (3) years after completion of the Improvements. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. The policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. The policy shall specifically provide for a duty to defend on the part of the insurer.
- b) **Business Automobile Liability:** Business Automobile liability insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities arising out of or in connection with work performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

- c) Workers' Compensation: Worker's Compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.
- d) Builder's Risk Insurance: Developer shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Improvements and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Improvements; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Improvements materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Improvements site or any staging area.
- e) Pollution Liability Insurance. Developer shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Improvements site to the final disposal location, including non-owned disposal sites.
- f) Professional Liability: For any consultant or other professional who will engineer or design Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of Improvements. Such insurance shall be endorsed to include contractual liability.
- g) Additional Insured; Separation of Insureds: The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors and subcontractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

- h) Certificates of Insurance: Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. City reserves the right to require complete, certified copies of all required insurance policies, at any time. Developer shall replace any certificate, policy, or endorsement which will expire prior to the term of this Agreement. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days prior written notice to City or 10 days prior written notice to City in the event of nonpayment of insurance premium.
 - i) Deductibles: Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
 - j) Primary Insurance; Waiver of Subrogation: The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.
19. Agreement Term: This Agreement shall survive any time allotted for completion of Improvements and shall not expire until such time that all Improvements have been accepted by City and, where bonds or letters of credits are issued, all Securities related thereto have been released by written notification from City to the respective Surety that issued said Security. Where there exists a cash deposit, this Agreement will expire upon acceptance of the Improvements by City.
20. Relationship Between the Parties: The Parties hereby mutually agree that neither this Agreement, any map related to Parcel Map No. 37438, nor any other related entitlement, permit, or approval issued by City for the Tract shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.
21. General Provisions:
- a) Authority to Enter Agreement: Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.
 - b) References: Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. References to Developer shall include all

personnel, employees, agents, contractors and subcontractors of Developer, except as otherwise specified in this Agreement. References to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. References to City Manager shall include the City Manager or his/her designee. City Engineer shall include the City Engineer, his/her designee, and other authorized City representatives.

- c) **Notices:** Depending upon the method of transmittal, notice shall be deemed received as follows: by email, as of the date and time sent; by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail, as of 72 hours after date of notice. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

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

DEVELOPER:

IDIL RIDER 4, LP
Aaron Scherer
840 Apollo Street, Suite 343
El Segundo, CA 90245

- d) **Amendment:** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- e) **Waiver:** City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein; or City's failure to take an enforcement action with respect to a default, to declare a default or breach, or City's waiver of any breach of this Agreement shall not be construed as a waiver of prior default or breach, or any subsequent default or breach of the Developer and, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Improvements or this Agreement.
- f) **Assignment of Agreement:** Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. As a

condition to City's consent, any assignee shall be required to provide Security as required by this Agreement.

- g) Binding Effect: Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.
- h) No Third Party Beneficiaries: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.
- i) Severability: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- j) Venue and Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.
- k) Attorneys' Fees and Costs: If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Tract, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs, which shall include, without limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (a) post judgment motions and appeals, (b) contempt proceedings, (c) garnishment, levy, and debtor and third party examination, (d) discovery, and (e) bankruptcy litigation. This section shall survive the termination or expiration of this Agreement.
- l) Recordation: This Agreement shall be recorded with the Riverside County Recorder's Office.
- m) Counterparts: This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same Agreement.

CITY OF PERRIS

By: _____
Clara Miramontes, City Manager

ATTEST:

By: _____
Nancy Salazar, City Clerk

DEVELOPER

By: _____


V.P. OF CONSTRUCTION
Title
AARON SCHERER
Print Name

By: _____

Title

Print Name

NOTE: DEVELOPER'S SIGNATURES SHALL BE NOTARIZED AND AN APPROPRIATE NOTARY ACKNOWLEDGEMENT FORM MUST ACCOMPANY THIS SIGNATURE PAGE. CORPORATIONS REQUIRE TWO SIGNATURES, BOTH MUST BE OFFICERS OF THE COMPANY.

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 03/24/2026 before me, Anahi Zendejas, public notary
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Anahi Zendejas (Seal)

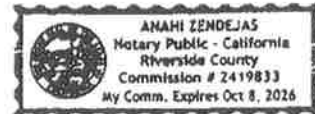


EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL NO. 37438

BEING A SUBDIVISION OF PORTIONS OF LOTS "A" THROUGH "D", INCLUSIVE, IN BLOCK 1; PORTIONS OF LOTS "A" THROUGH "D", INCLUSIVE, IN BLOCK 2, ALL OF LOTS "A" THROUGH "D" INCLUSIVE, IN BLOCK 3, ALL IN TRACT 11; AND PORTIONS OF LOTS "A" THROUGH "D", INCLUSIVE, IN BLOCK 4, ALL IN TRACT 12 ALL OF FAIRVIEW FARMS NO. 5, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGE 20 OF MAPS, RECORDS OF RIVERSIDE COUNTY AND A PORTION OF LOTS 1 AND ALL OF LOTS 2 IN BLOCK 19 OF RIVERSIDE TRACT, AS SHOWN BY MAP ON FILE IN BOOK 14, PAGE 668, OF MAPS, SAN DIEGO COUNTY RECORDS, ALL IN THE STATE OF CALIFORNIA, LYING WITHIN SECTION 8, TOWNSHIP 4 SOUTH, RAGE 3 WEST, S.B.M.

EXHIBIT "B"

LIST OF IMPROVEMENTS & COST ESTIMATES

FINAL PARCEL MAP NO. 37438

This Exhibit "B" is not intended to be a detailed description of all Improvements required and shall in no way limit the Improvements or other required facilities, or supersede any conditions of development or other requirements related to the Tract or any subsequent approved plans, profiles and specifications.

INSERT THE DEVELOPER'S ESTIMATE OF COSTS (THE COST ESTIMATES SHOULD BE PREPARED UTILIZING THE CITY'S TEMPLATE).

PLEASE SEE ATTACHED.

EXHIBIT "C"

SECURITY CATALOGUE

FINAL PARCEL MAP NO. 37438

In compliance with the terms of this Agreement, Developer has provided the below described Security in the amounts required therein. Security provided below serves as evidence of Developer's understanding of the provisions of this Agreement and the Improvements required. All securities are incorporated herein by reference and shall be made a part hereof.

Grading: Required Not Required

A Faithful Performance Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Amount in words Dollars (\$Amount) for the required grading and implementation and maintenance of the Storm Water Pollution Prevention Plan (SWPPP) and related Best Management Practices (BMPs), guaranteeing full performance of all the terms of this agreement.

A Labor and Materials Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Amount in words Dollars (\$Amount), securing payment to persons furnishing labor, materials, or equipment for performance of the required grading and implementation and maintenance of the Storm Water Pollution Prevention Plan (SWPPP) and related Best Management Practices (BMPs).

Street and Drainage: Required Not Required

A Faithful Performance Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Six Million, Three Hundred Thirty-Seven Thousand, One Hundred Eighty-Seven Dollars (\$6,337,187) for the required street and drainage improvements, guaranteeing full performance of all the terms of this agreement.

A Labor and Materials Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Six Million, Three Hundred Thirty-Seven Thousand, One Hundred Eighty-Seven Dollars (\$6,337,187), securing payment to persons furnishing labor, materials, or equipment for performance of the required street and drainage improvements.

A Warranty Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of One Million, Five Hundred Eighty-Four Thousand, Two Hundred Ninety-Six Dollars (\$1,584,296), securing warranty of completed street and drainage improvements (must be provided prior to release of Faithful Performance Security).

Monument: Required Not Required

A Monument Instrument of Credit/Letter of Credit Cash Deposit in the amount of Twenty-Five Thousand Dollars (\$25,000), to secure the setting of required monuments and payment to persons for performance of setting the monuments.

Water and Sewer: Required Not Required

A Faithful Performance Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of One thousand, Three Hundred Ninety-Five Dollars (\$1,395) for the required water and sanitary sewer improvements, guaranteeing full performance of all the terms of this agreement.

A Labor and Materials Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of One Thousand, Three Hundred Ninety-Five Dollars (\$1,395), securing payment to persons furnishing labor, materials, or equipment for performance of the required water and sanitary sewer improvements.

A Warranty Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Three Hundred Fifty Dollars (\$350), securing warranty of completed water and sanitary sewer improvements (must be provided prior to release of Faithful Performance Security).

Lighting and Landscape: Required Not Required

A Faithful Performance Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Sixty Thousand Dollars (\$60,000) for the required lighting and landscaping improvements, guaranteeing full performance of all the terms of this agreement.

A Labor and Materials Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Sixty Thousand Dollars (\$60,000), securing payment to persons furnishing labor, materials, or equipment for performance of the required lighting and landscape improvements.

A Warranty Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Fifteen Thousand Dollars (\$15,000), securing warranty of completed lighting and landscape improvements, including maintenance of landscaping in a vigorous and thriving condition (must be provided prior to release of Faithful Performance Security).

ATTACHMENT 4

Site Plan and Building Elevations (For Information Purposes)



North Elevation



West Elevation



South Elevation



East Elevation



RIDER DISTRIBUTION IV

Perris, CA

IDI Logistics

Job No. 17399.00

CONCEPTUAL COLORED ELEVATIONS

07.18.2022

ATTACHMENT 5

Conditions of Approval (Planning, Engineering, Public Works, Community Services, Fire, and Building) *Due to the large file size, the documents are available for viewing at the Planning Division and on the City's website at:*

[https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-543#docfold 1206 1313 479 543](https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-543#docfold_1206_1313_479_543)



CITY OF PERRIS 10.C.

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: April 14, 2026

SUBJECT: Final Parcel Map 25-00008 (FPM 38385) – Final approval of Tentative Parcel Map No. 38385 to consolidate six (6) parcels into a 12.59 acre parcel to facilitate the construction of a 254,511 square foot industrial warehouse, referred as Redlands East, located on the east side of Redlands Avenue between E. Rider Street and Placentia Avenue, in the Light Industrial Zone of the Perris Valley Commerce Center Specific Plan (PVCCSP). Applicant: Michael Johnson, Lake Creek Industrial, LLC.

REQUESTED ACTION: Approve Final Parcel Map 25-00008 (FTM 38385), accept the Subdivision Improvement Agreement, and authorize the Mayor to sign the Final Parcel Map.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

On June 13, 2023, the City Council approved the Redlands East project by a 3-2 vote (*No - Nava, Corona, Yes - Rabb, Rogers, Vargas*), which included Tentative Parcel Map 38385 (TTM 22-05028) to consolidate six (6) parcels into a 12.59-acre parcel and vacate Walnut Street to facilitate the construction of a 254,511 square foot industrial warehouse. Other related approvals for the Redlands East project included Development Plan Review (DPR) 20-00021 for the site plan and building elevations.

The Redlands East project is not subject to the Industrial Moratorium because a Grading Permit was issued on June 24, 2025, before the Industrial Moratorium took effect on December 9, 2025. The applicant is currently grading the site and is in the process of securing building permits for construction. Additionally, on August 8, 2025, the applicant made a partial payment in the amount of \$127,255.50 of the \$254,511 required for the community benefit contribution to Paragon Park or other public improvements at the discretion of the city, in advance of the building permit payment timeline. The remaining balance of \$127,255.50 will be paid as required prior to issuance of the building permit. Approval of the final map will allow the developer to consolidate the six lots for the industrial warehouse.

The applicant has entered into a Subdivision Improvement Agreement (SIA) to guarantee the construction of the required improvements and has submitted an Improvement Agreement, which the City Attorney has approved. Furthermore, the developer will be responsible for all

improvement costs. Lastly, the final map will comply with all the requirements of the Subdivision Map Act and applicable provisions of the City's Municipal Code.

Development Services, Public Works, Engineering, and Community Services Departments have determined that the applicant has satisfied all conditions of approval required for Final Parcel Map approval and recordation, and that the Final Parcel Map is in substantial conformance with the approved Tentative Parcel Map. Therefore, the City Engineer recommends approval of Final Parcel Map No. 38385.

RECOMMENDATION:

Staff recommends that the City Council approve Final Parcel Map 25-00008 (FPM 38385), as all conditions of approval have been satisfied, and the necessary City Department clearances have been obtained.

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

Prepared by: Monica Carranza, Assistant Planner
Review by: Patricia Brenes, Planning Manager

REVIEWED BY:

Assistant City Manager: MB
Assistant City Manager: ER
Director of Finance: MS

Attachments:

1. Vicinity Map
2. Approved Site Plan and Building Elevations (For Information Purposes)
3. Final Parcel Map No. 38385
4. Subdivision Improvement Agreement (SIA) for Final Parcel Map No. 38385
5. Conditions of Approval (For Reference Only)
Due to the size of the file, the document is on file with the Planning Division and available online at
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-328#docfold_1206_1313_479_328
6. City Council Staff Report without Attachments – Dated June 13, 2023

Consent: X
Public Hearing:
Business Item:
Presentation:
Other:

ATTACHMENT 1

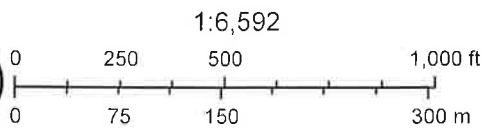
Vicinity Map

Vicinity Map



KEY

 Project Site



Nearmap



ATTACHMENT 2

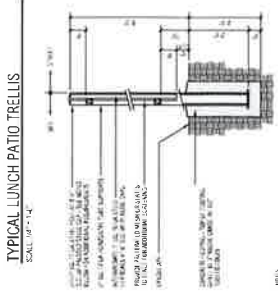
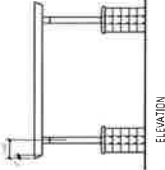
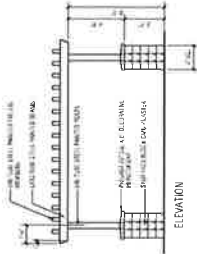
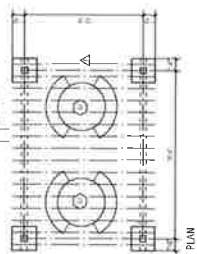
Approved Site Plan and Building Elevations
(For Information Purposes)

KEYNOTES

1. FINISH SCHEDULE
2. SEE FINISH SCHEDULE FOR FINISHES
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FINISH SCHEDULE

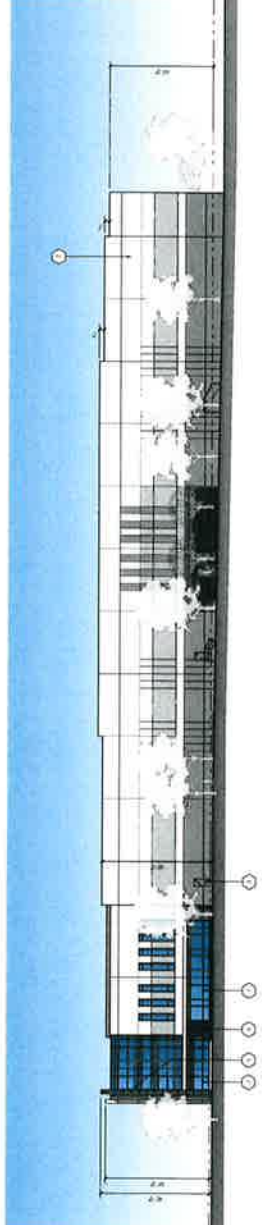
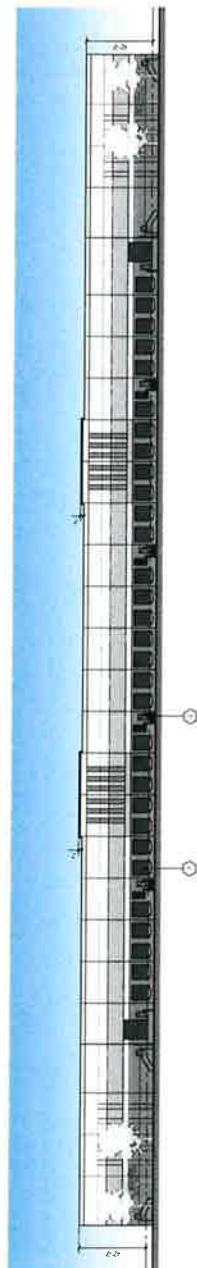
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NOTES:

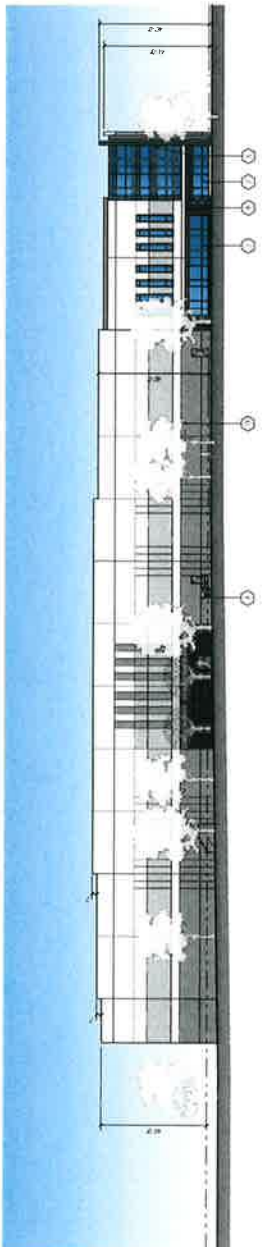
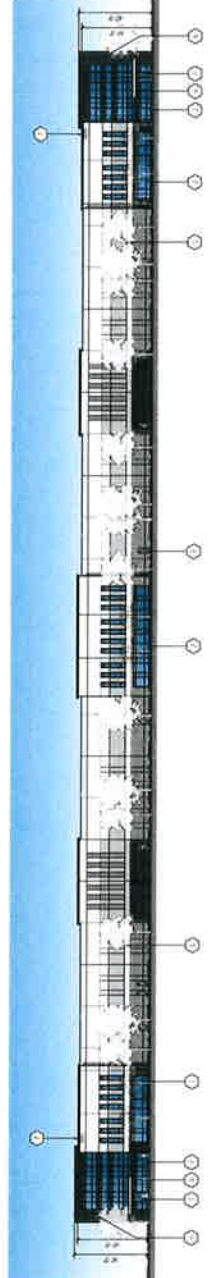
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STEEL FENCE



ANTI-GRAFFITI COATING REQUIRED, THIS WALL TO 10'-0" HIGH

SOUTH ELEVATION
 SCALE: 1/8" = 1'-0"



REDLANDS EAST / RIDER AVENUE DEVELOPMENT
 0000 REDLANDS AVENUE
 CITY OF PERIS, CA

LAKE CREEK INDUSTRIAL LLC
 10001 REDLANDS AVENUE SUITE 200
 PERIS, CA 92671
 OWNER: MORGAN CONSON
 EMAIL: info@redlandscreek.com

NO.	DATE	DESCRIPTION
1	10/15/2020	ISSUED FOR PERMITS
2	10/20/2020	ISSUED FOR PERMITS
3	11/05/2020	ISSUED FOR PERMITS
4	11/15/2020	ISSUED FOR PERMITS
5	12/01/2020	ISSUED FOR PERMITS
6	12/15/2020	ISSUED FOR PERMITS
7	01/05/2021	ISSUED FOR PERMITS
8	01/15/2021	ISSUED FOR PERMITS
9	02/01/2021	ISSUED FOR PERMITS
10	02/15/2021	ISSUED FOR PERMITS
11	03/01/2021	ISSUED FOR PERMITS
12	03/15/2021	ISSUED FOR PERMITS
13	04/01/2021	ISSUED FOR PERMITS
14	04/15/2021	ISSUED FOR PERMITS
15	05/01/2021	ISSUED FOR PERMITS
16	05/15/2021	ISSUED FOR PERMITS
17	06/01/2021	ISSUED FOR PERMITS
18	06/15/2021	ISSUED FOR PERMITS
19	07/01/2021	ISSUED FOR PERMITS
20	07/15/2021	ISSUED FOR PERMITS
21	08/01/2021	ISSUED FOR PERMITS
22	08/15/2021	ISSUED FOR PERMITS
23	09/01/2021	ISSUED FOR PERMITS
24	09/15/2021	ISSUED FOR PERMITS
25	10/01/2021	ISSUED FOR PERMITS
26	10/15/2021	ISSUED FOR PERMITS
27	11/01/2021	ISSUED FOR PERMITS
28	11/15/2021	ISSUED FOR PERMITS
29	12/01/2021	ISSUED FOR PERMITS
30	12/15/2021	ISSUED FOR PERMITS

ATTACHMENT 3

Final Parcel Map No. 38385

RECORDED'S STATEMENT FILED THIS _____ DAY OF _____ OF PARCEL NO. _____ IN BOOK _____ AT THE REQUEST OF THE CITY CLERK OF THE CITY OF PERRIS.

NO. _____ PEE _____ PETER ALDANA, ASSESSOR - COUNTY CLERK - RECORDER BY: _____ DEPUTY

SUBDIVISION GUARANTEE FIRST AMERICAN TITLE INSURANCE COMPANY

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, CALIFORNIA

PARCEL MAP 38385

BEING A SUBDIVISION OF PARCELS 1 THROUGH 3, INCLUSIVE, TOGETHER WITH LETTERED LOTS "A", "B", "C" AND "D" OF PARCEL MAP 18395 AS SHOWN BY MAP ON FILE IN BOOK 142 OF PARCEL MAPS, PAGE 58, TOGETHER WITH PARCEL 1 OF PARCEL MAP 11104 AS SHOWN BY MAP ON FILE IN BOOK 47 OF PARCEL MAPS, PAGE 62, TOGETHER WITH PARCELS 3 AND 4 OF PARCEL MAP 10002 AS SHOWN BY MAP ON FILE IN BOOK 42, PAGE 23, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 17, TOWNSHIP 4 SOUTH, RANGE 3 WEST, RANCHO SAN JACINTO NUEVO

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS FEBRUARY 2024

TAX COLLECTOR'S CERTIFICATE I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THE DATE THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR ESTIMATED TO BE \$ _____ DATE: _____ 20 _____

MATTHEW JENNINGS COUNTY TAX COLLECTOR BY: _____ DEPUTY

TAX BOND CERTIFICATE I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE LIEN ON THE PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS. DATE: _____ 20 _____ CASH OR SURETY BOND MATTHEW JENNINGS COUNTY TAX COLLECTOR BY: _____ DEPUTY

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 66434, ET SEQ. OF THE GOVERNMENT CODE AND THAT SAID PROPERTY IS SUBJECT TO PAYMENT OF DRAINAGE FEES. 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 TO THE CITY OF PERRIS AT THE RATE IN EFFECT AT THE TIME OF ISSUANCE OF THE ACTUAL PERMIT.

ABANDONMENT NOTE PURSUANT TO SECTIONS 86434 AND 86499.012 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDED OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING: EASEMENTS AS SHOWN OR DEDICATED ON PARCEL MAP NO. 18395 RECORDED APRIL 15, 1997 AND ON FILE IN BOOK 142, PAGE 58, OF PARCEL MAPS FOR STREET AND PUBLIC UTILITY AND INCIDENTAL PURPOSES, LOTS "A" THROUGH "J" INCLUSIVE.

SIGNATURE OMISSIONS THE FOLLOWING ORDERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED: PARCEL MAP NO. SECTION 86434 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED: EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 12, 1983 AS INSTRUMENT NO. 1925-11859, IN FAVOR OF PATERN MANSFIELD WATER DISTRICT. EASEMENT FOR BERMUDA LINES AND INCIDENTAL PURPOSES, RECORDED AUGUST 22, 1972 AS INSTRUMENT NO. 1972-11229, IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT. AN EASEMENT FOR AVIGATION AND INCIDENTAL PURPOSES, RECORDED JULY 23, 2025 AS INSTRUMENT NO. 2025-0229144 OF OFFICIAL RECORDS, IN FAVOR OF MPAA, A CALIFORNIA AIRPORT AUTHORITY. (BLANKET IN NATURE)

OWNER'S STATEMENT I HEREBY STATE THAT THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON, THAT WE ARE THE OWNERS OF SAID LAND, AND THAT WE HAVE READ AND CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOT "A" (REDLANDS AVENUE), THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES. AS A CONDITION OF DEDICATION OF LOT "A" REDLANDS AVENUE, THE OWNER OF PARCEL 1 ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL RIGHT OF WAY AND THE 20.2 FOOT DRIVING FOR PARCEL 1, AS SHOWN HEREON. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF, SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THAT PART VACATED. THE REAL PROPERTY DESCRIBED BELOW IS AN EASEMENT FOR PUBLIC PURPOSES: LANDSCAPE EASEMENT LYING WITHIN PARCEL 1 AS SHOWN HEREON. THE DEDICATION IS FOR LANDSCAPING PURPOSES. WAREHOUSE 254K, LLC, A DELAWARE LIMITED LIABILITY COMPANY

NOTARY ACKNOWLEDGEMENT I, A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT. STATE OF _____ COUNTY OF _____ SS _____ ON _____ BEFORE ME _____ A NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE HEREAFTER/HERE AUTHORIZED CAPACITY(IES) AND THAT HE/SHE/HE/THEY EXECUTED THE SAME IN PERSON(S) OR THE ENTRY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT. MY PRINCIPAL PLACE OF BUSINESS _____ IS IN _____ COUNTY, _____ MY COMMISSION EXPIRES: _____ MY COMMISSION NUMBER: _____ PRINT NAME _____ BEFORE ME _____ A NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE HEREAFTER/HERE AUTHORIZED CAPACITY(IES), AND THAT HE/SHE/HE/THEY EXECUTED THE SAME IN PERSON(S) OR THE ENTRY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT. MY PRINCIPAL PLACE OF BUSINESS _____ IS IN _____ COUNTY, _____ MY COMMISSION EXPIRES: _____ MY COMMISSION NUMBER: _____ PRINT NAME _____ BEFORE ME _____

NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT. STATE OF _____ COUNTY OF _____ SS _____ ON _____ BEFORE ME _____ A NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE HEREAFTER/HERE AUTHORIZED CAPACITY(IES), AND THAT HE/SHE/HE/THEY EXECUTED THE SAME IN PERSON(S) OR THE ENTRY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT. MY PRINCIPAL PLACE OF BUSINESS _____ IS IN _____ COUNTY, _____ MY COMMISSION EXPIRES: _____ MY COMMISSION NUMBER: _____ PRINT NAME _____ BEFORE ME _____

RECORDED'S STATEMENT FILED THIS _____ DAY OF _____ OF PARCEL NO. _____ IN BOOK _____ AT THE REQUEST OF THE CITY CLERK OF THE CITY OF PERRIS.

RECORDED'S STATEMENT FILED THIS _____ DAY OF _____ OF PARCEL NO. _____ IN BOOK _____ AT THE REQUEST OF THE CITY CLERK OF THE CITY OF PERRIS.

CITY ENGINEER'S STATEMENT I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND THE CITY OF PERRIS ORDINANCE NO. 254, WHICH RELATES TO THE TIME OF FILING OF THIS MAP, HAVE BEEN COMPLIED WITH, AND THAT THE SUBDIVISION SHOWN ON THIS MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, IF ANY. DATE: _____ 20 _____

CITY ENGINEER'S STATEMENT I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND THE CITY OF PERRIS ORDINANCE NO. 254, WHICH RELATES TO THE TIME OF FILING OF THIS MAP, HAVE BEEN COMPLIED WITH, AND THAT THE SUBDIVISION SHOWN ON THIS MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, IF ANY. DATE: _____ 20 _____

CITY CLERK'S STATEMENT I HEREBY STATE THAT AN UNDERWRITING OR CASH DEPOSIT SATISFACTORY TO THE CITY COUNCIL OF THE CITY OF PERRIS HAS BEEN APPROVED AND FILED WITH THE CITY OF PERRIS PRIOR TO ACCEPTANCE OF THIS MAP. NANCY SALAZAR CITY CLERK OR THE CITY OF PERRIS DATE: _____

CITY CLERK'S STATEMENT I HEREBY STATE THAT AN UNDERWRITING OR CASH DEPOSIT SATISFACTORY TO THE CITY COUNCIL OF THE CITY OF PERRIS HAS BEEN APPROVED AND FILED WITH THE CITY OF PERRIS PRIOR TO ACCEPTANCE OF THIS MAP. NANCY SALAZAR CITY CLERK OR THE CITY OF PERRIS DATE: _____

CITY ACCEPTANCE STATEMENT THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS DULY AUTHORIZED OFFICIAL, HAS REVIEWED AND ACCEPTS THE OFFER OF DEDICATION MADE HEREON OF LOT "A" FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES IN ACCORDANCE WITH THE CITY STANDARDS, AND ACCEPTS THE OFFER OF DEDICATION OF ABUTTERS RIGHTS OF ACCESS ALONG REDLANDS AVENUE AND LOT "A" FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES AND AS PART OF THE CITY MAINTAINED ROAD SYSTEM.

CITY ACCEPTANCE STATEMENT THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS DULY AUTHORIZED OFFICIAL, HAS REVIEWED AND ACCEPTS THE OFFER OF DEDICATION MADE HEREON OF LOT "A" FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES IN ACCORDANCE WITH THE CITY STANDARDS, AND ACCEPTS THE OFFER OF DEDICATION OF ABUTTERS RIGHTS OF ACCESS ALONG REDLANDS AVENUE AND LOT "A" FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES AND AS PART OF THE CITY MAINTAINED ROAD SYSTEM.

ATTEST: MICHAEL W. WARGIS MAYOR OF THE CITY OF PERRIS DATE: _____

ATTEST: MICHAEL W. WARGIS MAYOR OF THE CITY OF PERRIS DATE: _____

NANCY SALAZAR CITY CLERK OF THE CITY OF PERRIS DATE: _____

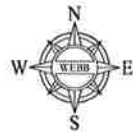
NANCY SALAZAR CITY CLERK OF THE CITY OF PERRIS DATE: _____



PARCEL MAP 38385

BEING A SUBDIVISION OF PARCELS 1 THROUGH 3, INCLUSIVE, TOGETHER WITH LETTERED LOTS "A", "B", "C" AND "D" OF PARCEL MAP 16395 AS SHOWN BY MAP ON FILE IN BOOK 142 OF PARCEL MAPS, PAGE 58, TOGETHER WITH PARCEL 1 OF PARCEL MAP 11104 AS SHOWN BY MAP ON FILE IN BOOK 47 OF PARCEL MAPS, PAGE 62, TOGETHER WITH PARCELS 3 AND 4 OF PARCEL MAP 10002 AS SHOWN BY MAP ON FILE IN BOOK 42, PAGE 23 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 17, TOWNSHIP 4 SOUTH, RANGE 3 WEST, RANCHO SAN JACINTO NUEVO

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS FEBRUARY 2024



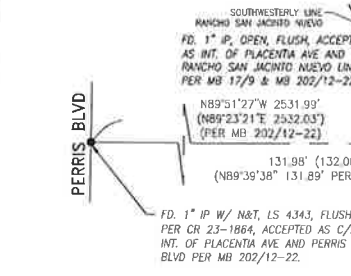
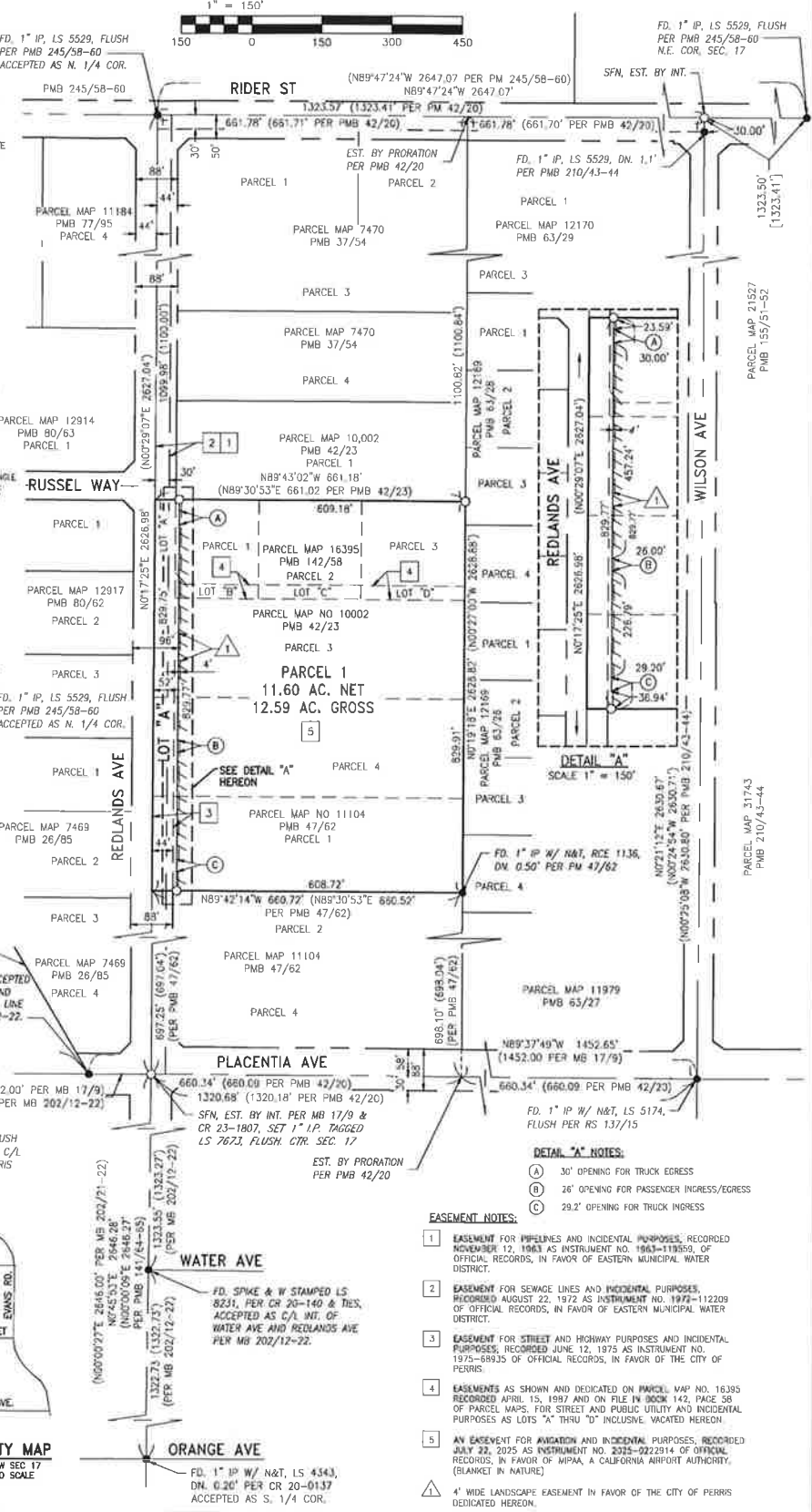
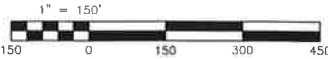
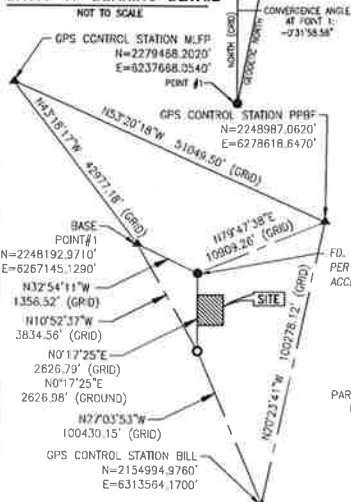
SURVEYOR'S NOTES:

- INDICATES FOUND MONUMENT AS NOTED.
- INDICATES SET 1" I.P. TAGGED LS 7673, FLUSH.
- TOTAL GROSS AREA OF THE SUBJECT PROPERTY IS 12.59 ACRES, MORE OR LESS.
- () INDICATES RECORD OR CALCULATED DATA PER PARCEL MAP 10002, PMB 42/23, UNLESS OTHERWISE NOTED.
- [] INDICATES RECORD OF CALCULATED DATA PER PARCEL MAP 6132, 15/69.
- SET 1" I.P. TAGGED LS 7673, FLUSH, AT ALL LOT CORNERS, REAR LOT CORNERS, AND ANGLE POINTS IN SUBDIVISION.
- SET NAIL AND TAG LS 7673 ON TOP OF REAR BLOCK WALL IN LOT OF 1" I.P. AT REAR LOT CORNERS, WHERE REAR CONCRETE BLOCK WALLS EXIST.
- ALL MONUMENTS SHOWN AS "SET" ARE SET ACCORDANCE WITH COUNTY ORDINANCE 461.21 AND THE MONUMENTATION AGREEMENT FOR THIS MAP.
- ▲ INDICATES GPS CONTROL STATION.
- //// INDICATES RESTRICTED VEHICLE ACCESS.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "MFPF", "PPBF" & "BILL", NAD 83(NSRS2011) AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID QUOTED BEARINGS AND DISTANCES FROM REFERENCE WAPRS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE. ALL DISTANCES SHOWN ARE GROUND DISTANCES, UNLESS SPECIFIED OTHERWISE. GRID DISTANCES, MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.9999281329. CALCULATIONS MADE AT BASE STATION POINT 1 USING ELEVATION OF 1445.421, CONVERGENCE ANGLE IS -00731'59".

BASIS OF BEARING DETAIL



- DETAIL "A" NOTES:**
- (A) 30' OPENING FOR TRUCK EGRESS
 - (B) 26' OPENING FOR PASSENGER INGRESS/EGRESS
 - (C) 29.2' OPENING FOR TRUCK INGRESS

- EASEMENT NOTES:**
- EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 12, 1963 AS INSTRUMENT NO. 1963-113593, OF OFFICIAL RECORDS, IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT.
 - EASEMENT FOR SEWAGE LINES AND INCIDENTAL PURPOSES, RECORDED AUGUST 22, 1972 AS INSTRUMENT NO. 1972-112209 OF OFFICIAL RECORDS, IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT.
 - EASEMENT FOR STREET AND HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, RECORDED JUNE 12, 1975 AS INSTRUMENT NO. 1975-69935 OF OFFICIAL RECORDS, IN FAVOR OF THE CITY OF PERRIS.
 - EASEMENTS AS SHOWN AND DEDICATED ON PARCEL MAP NO. 16395 RECORDED APRIL 15, 1987 AND ON FILE IN BOOK 142, PAGE 58 OF PARCEL MAPS, FOR STREET AND PUBLIC UTILITY AND INCIDENTAL PURPOSES AS LOTS "A" THRU "D" INCLUSIVE, VACATED HEREON.
 - AN EASEMENT FOR AVIATION AND INCIDENTAL PURPOSES, RECORDED JULY 22, 2025 AS INSTRUMENT NO. 2025-0222914 OF OFFICIAL RECORDS, IN FAVOR OF MIPAA, A CALIFORNIA AIRPORT AUTHORITY, (BLANKET IN NATURE).
- ▲ 4' WIDE LANDSCAPE EASEMENT IN FAVOR OF THE CITY OF PERRIS DEDICATED HEREON.

ATTACHMENT 4

**Subdivision Improvement Agreement (SIA)
for Final Parcel Map No. 38385**

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:
City of Perris
City Clerk's Office
101 N. "D" Street
Perris, CA 92570

EXEMPT FROM RECORDING FEE (Government Code Section 6103)
SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT
FINAL PARCEL MAP NO.: 38385

A. PARTIES

This Subdivision Improvement Agreement for the completion of public improvements ("Agreement") is entered into as of this _____ of _____, 2026 by and between the City of Perris, a California municipal corporation ("City") and Amstar-LCI 1, LLC a(n) Delaware individual, limited partnership, limited liability company, or corporation ("Developer") with its principal office located at 13681 Newport Ave, Ste 8301, Tustin, CA 92780. City and Developer are sometimes hereinafter individually referred to as "Party," and collectively as the "Parties."

B. RECITALS

1. A Tentative Parcel Map No. 38385 was conditionally approved on June 13, 2023.
2. Developer has not completed all of the work or made all of the public improvements required by the Subdivision Map Act (Government Code sections 66410 et seq.) ("Map Act"), the conditions of approval for Tentative Parcel Map No. 38385, or ordinances, resolutions or policies of City requiring construction of improvements in conjunction with the subdivision of land.
3. Developer requests approval of a Final Map covering the area of Tentative Parcel No. 38385 and bearing Final Parcel Map No. 38385 ("Parcel") prior to the construction and completion of the public improvements, appurtenant, or a part thereof of the Parcel, which is legally described on Exhibit "A" attached hereto.
4. Pursuant to the Map Act and Section 18.24.030 of the City's Municipal Code, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney.

5. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the Final Map.

C. AGREEMENT TERMS

NOW, THEREFORE, it is agreed by and between the Parties hereto as follows:

1. **Recitals:** The foregoing Recitals are incorporated herein by reference as if set forth in full.
2. **Effectiveness:** This Agreement shall not be effective unless and until all of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) the Agreement is executed and recorded in the Recorder's Office of the County of Riverside; (c) the City Council of the City of Perris ("City Council") approves the Final Map for the Parcel; and (d) the Final Map is recorded in the Recorder's Office of the County of Riverside. If the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the Final Map for the Parcel.
3. **Public Improvements:** Developer shall construct or cause to be constructed at its own cost, expense, and liability, all improvements on and in conjunction with the Parcel required by City, including all matters required by the City Planning Commission, City Council, and City Engineer during the process leading up to approval of the Parcel. Public improvements include, but are not limited to, all grading, roads, paving, curbs and gutters, pathways, water service, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights and all other required facilities as a condition of development (collectively the "Improvements"), and as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Parcel and are incorporated herein by reference and made a part hereof. The Improvements are described in summary in Exhibit "B," attached hereto and incorporated herein by this reference. Construction of the Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety and to provide complete, in place, fully functional Improvements satisfactory to the City.

Developer shall be responsible for the replacement, relocation, or removal of any component of any dry or wet utilities in conflict with the construction or installation of the Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such utilities. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Improvements. Developer also agrees to proceed with construction of all Improvements in a continuous and good faith manner.

Developer agrees that all Improvements shall be constructed and completed in accordance with City standards as determined by the City Engineer, with any applicable conditions, and with the provisions of this Agreement. In the event of any dispute, the good faith judgement of the City Engineer shall be final and binding upon the parties.

- a) Prior Partial Construction of Improvements: Where construction of any Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Improvements or assure their completion in accordance with this Agreement.
- b) Existing Improvements: Developer shall protect in place existing Improvements and facilities peripheral to the Parcel and Parcel Improvements previously accepted by City notwithstanding the warranty and guarantee period, including but not limited to, structures, fences, roads, sidewalks, paving, curbs, gutters, water facilities, sewer facilities, drainage facilities and utilities that do not require demolition, removal, relocation, or replacement in accordance with the approved plans and specifications. Developer shall repair, restore or replace, or cause to be repaired, restored or replaced damages to any Improvements or facilities resulting from Developer's operations at its own cost, expense, and liability. It shall be the sole responsibility of Developer to determine the exact location and depth or height of all existing facilities. Repair, restoration or replacement of Improvements shall be of equal or greater quality and appearance to that of the existing condition and to the satisfaction of the City Engineer. Methods to repair, restore, or replace the damages shall be approved by the City Engineer prior to commencement of work.
- c) Permits; Compliance; Utility Statements: Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of Improvements and performance of Developer's obligations under this Agreement. Developer shall comply with all ordinances and regulations of City. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Engineer, signed by Developer and each utility which will provide utility service to the Parcel, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the property. Developer shall perform all other acts required pursuant to this Agreement, any permits, and other entities having jurisdiction.
- d) Approved Plans and Specifications: Developer is prohibited from commencing work on any Improvement until all plans and specifications for such Improvement have been submitted to, and approved by the City Engineer. Approval by the City Engineer shall not relieve Developer from ensuring that all Improvements conform with all other requirements and standards set forth in this Agreement.
- e) Compliance with Laws and Codes: The construction plans and specifications for the Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced. Improvements shall be constructed to the satisfaction of the City.

- f) Standard of Performance: Developer and its contractors, if any, shall perform all work required to construct the Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.
- g) Alterations to Improvements: The summary of the Improvements in Exhibit "B" is understood to be only a general designation of the work and Improvements to be constructed, and not a binding description thereof. All work shall be done and Improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Improvements it is determined that the public interest requires alterations in the Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and Improvements may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.
4. Maintenance of Improvements: City shall not be responsible or liable for the maintenance or care of the Improvements until they are approved by City and accepted by the City Council. City shall exercise no control over the Improvements until accepted. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Improvements. Developer shall maintain all Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work. If Developer fails to do so, Developer shall perform such maintenance work when notified to do so by City within fifteen (15) days of the date of the notice. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to acceptance by City.
5. Grading: Developer shall have an approved Grading Plan for the Parcel and a Grading Permit issued by City prior to commencement of any land disturbance activities. Developer agrees that any and all grading done or to be done in conjunction with construction of the Improvements or development of the Parcel shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations,

any protected plant regulations, and the State Water Resources Control Board Construction General Permit regulations. In order to prevent damage to the Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the Construction Schedule for completion of the Improvements established by this Agreement, and prior to City's approval and acceptance of the Improvements and release of the Security as set forth herein.

6. **Construction Schedule:** Unless extended pursuant to this section of this Agreement, Developer shall fully and adequately complete or have completed the Improvements within one (1) year following approval of the Final Map.
 - a) **Extensions:** City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Improvements. It is understood that by providing the security required under this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, the sufficiency of Improvement security provided by Developer, and to require adjustments thereto when warranted according to City's discretion.
 - b) **Accrual of Limitations Period:** Upon written notification to Developer of breach or default of this Agreement, any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Improvements.
7. **Fees and Charges:** Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to the Parcel.
8. **Default; Notice; Remedies:** No action by City pursuant to this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance. No election of remedies shall be binding upon City.
 - a) **Notice:** If Developer neglects, refuses, or fails to fulfill, timely complete, or improperly completes any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code,

standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation (“Notice”). Developer shall substantially commence the work required to remedy the default or violation within fifteen (15) days of the date of Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City’s issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of Improvements and all other administrative costs expenses as provided for in Section 9 of this Agreement. Upon the occurrence of, but not limited to any of the following events, the Developer shall be deemed to be in default under this Agreement:

- i. Subject to any time extensions granted in accordance with Section 6, failure to complete construction and installation of the Improvements by the completion date of one (1) year after City Council approval of the Parcel;
 - ii. Failure to promptly correct or cure any defect in the Improvements, including those found during the one-year guarantee and warranty period as required by Section 11 or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following receipt by Developer of written notice that such defect exists;
 - iii. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;
 - iv. Commencement of a foreclosure action against the Parcel or any portion thereof, or any conveyance by the Developer in lieu or in avoidance of foreclosure;
 - v. Failure to renew security instruments; or
 - vi. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after receipt by Developer of written notice thereof from the City.
- b) **Failure to Remedy; City Action:** If the work required to remedy the noticed default or violation is not commenced and diligently prosecuted to completion satisfactory to City within the time frame contained in the Notice, City may:
- i. Prohibit further development of the Parcel or withhold approvals, the issuance of building or other permits, establishment of utility service, final inspection or occupancy of any buildings on the Parcel;
 - ii. Complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its

surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and Improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City;

- iii. Collect from Developer the reasonable value of the work and Improvements not performed and completed by Developer to be measured by the anticipated costs and expenses of completing the same; or
- iv. Proceed under remedy (a) for a portion of the work and Improvements and for the remainder, pursue remedy (b).

Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9. **Administrative Costs:** If Developer fails to construct and install all or any part of the Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, in addition to the face amount specified in any security provided by Developer, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement, or in processing any legal action, or for any other remedies permitted by law.
10. **Acceptance of Improvements; As-Builts:** If the Improvements are properly completed by Developer and approved by the City Engineer, and if the Improvements comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Improvements prior to such time as all of the Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Improvements by City, a notice of completion for the accepted Improvements shall be filed with the Recorder's Office of the County of Riverside, at which time the accepted Improvements shall become the sole and exclusive property of City without payment therefor. Completion of final inspection or issuance of occupancy permits by City for any buildings or structures located in the Parcel shall not be construed in any manner to constitute City's acceptance or approval of any Improvements. Notwithstanding the foregoing, City may not accept any Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Improvements. The drawings shall be certified and shall reflect the condition of the Improvements as constructed, with all changes incorporated therein.

11. Warranty and Guarantee: Developer hereby warrants and guarantees all Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Parcel in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City Council (“Warranty Period”). Acceptance of any Improvements by City shall not constitute an acknowledgment by City that the same are properly done or performed, except as to any items or matters readily apparent from an inspection thereof. Except as to such matters so readily apparent from an inspection, Developer shall repair any defects that occur in the Improvements within a one (1) year period following acceptance by City Council. During the Warranty Period, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty Period shall be at the sole cost, expense, and liability of Developer and its surety. As to any Improvements which have been repaired, replaced, or reconstructed during the Warranty Period, Developer and its surety hereby agree to extend the Warranty Period for an additional one (1) year period following City’s acceptance of the repaired, replaced, or reconstructed Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Improvement following expiration of the Warranty Period or any extension thereof. Developer’s warranty obligation under this section shall survive the expiration or termination of this Agreement.
12. Security: Upon Developer’s execution of this Agreement, Developer shall provide City with security to ensure faithful performance of all the provisions set forth in this Agreement, City ordinances, the Map Act and any and all other applicable rules and regulations. Subject to the approval of the City, Developer shall have the option to provide security in the form of a surety bond; cash deposit with the City; an instrument of credit or letter of credit; or combination thereof in the amounts and under the terms set forth below (“Security”). The amount of Security shall be based on the City Engineer’s or a designated licensed engineer’s (upon review and approval by the City Engineer) approximation of the actual cost to construct the Improvements, including the replacement cost for all landscaping (“Estimated Cost”). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer’s compliance with this provision shall in no way limit or modify Developer’s indemnification obligation provided in Section 17 of this Agreement. The Security shall be payable to the City upon default of this Agreement. Institutions providing Security on behalf of Developer shall hereinafter be referred to as “Surety.” All Security shall be issued on the form provided by the City, or one similar in nature approved by the City. The Developer and its Surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, Improvements, or the plans and specifications for the Improvements shall in any way affect its obligation under the Security.
13. Security Instruments: Security instruments shall be valid for the life of this Agreement and any subsequent extensions, and shall not terminate or expire until all the obligations under

this Agreement are fully satisfied. Developer and its Surety stipulate and agree that no extension of time, alteration, or addition to the terms of this Agreement, Improvements, or the plans and specifications for Improvements shall in any way affect its obligation under the Security. Payment obligations under any Security instruments shall exist at all times for the duration of this Agreement, litigation shall be required to be instituted and maintained in the County of Riverside, State of California, and Security instruments shall so provide for such. Each Security instrument shall at minimum survive for one (1) year after the completion of the Improvements as evidenced by the acceptance of the Improvements by the City. Each Security instrument shall provide that changes may be made to the Improvements pursuant to the terms of this Agreement without notice to any Surety (for bonds and letters of credit) and without affecting the obligations under such Security instrument.

- a) Bonds: Bonds shall be issued by one or more duly authorized corporate sureties. The Surety for any surety bonds provided as Security shall have a current A.M. Best's rating or Key Rating of no less than A: VIII, shall be licensed to do business in the State of California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its Surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and Surety shall keep bonds active and Developer shall continue to pay bond premiums until such time that written notification from the City is received by Surety releasing the bonds. Developer shall be capable of providing evidence of active bond coverage at all times during the term of this Agreement.
- b) Instrument of Credit/Letter of Credit: All instruments of credit or letters of credit shall be irrevocable and issued by one or more Sureties which are financial institutions subject to regulation by the state or federal government acceptable to City. The Surety must be chartered in the United States, have a rating of B or above, or a number rating of 40 or above in the Bank Watch Thomas Ratings, maintain an office in the State of California, maintain an agent for service of process in the State of California, and otherwise do business in the State of California. The instrument of credit or letter of credit shall name the City as beneficiary, and shall be renewed automatically on an annual basis for the term of this Agreement, except upon written instructions executed by both Developer and City. The instrument of credit or letter of credit shall be payable to the City at any time upon presentation of (i) a sight draft drawn on the issuing Surety, (ii) an affidavit executed by an authorized City representative stating that the Developer is in default under this Agreement, or (iii) the original letter of credit. The instrument of credit or letter of credit shall provide that sixty (60) days' prior written notice shall be given by Surety to the City Clerk and City Engineer of the pending non-renewal, if any, of the instrument of credit or letter of credit.
- c) Cash Deposits: Cash deposits may be in the form of cash, cashier's check, or bank check issued by Developer. In the case of a bank check, the deposit shall not be deemed received until such time that the check clears Developer's bank. Cash deposits will be placed in a separate City account and designated for this Agreement and Parcel.

Subsequent to default by Developer, City shall be entitled to unilaterally draw from cash deposits for use in the construction of all or a portion of the Improvements.

14. **Required Security; Evidence of Security:** The following Security shall be provided in consideration of City's approval of the Parcel. Evidence of Security shall be provided on the forms set forth by City unless other forms are deemed acceptable by the City Engineer and City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be incorporated herein by this reference.
- a) **Performance Security:** To guarantee the faithful installation and construction of the Improvements, to protect City if Developer is in default as set forth in Section 8 *et seq.* of this Agreement, and to secure Developer's one (1) year guarantee and warranty of the Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a Faithful Performance Security in the amounts set forth in Exhibit "C" which sum shall be not less than one hundred percent (100%) of the Estimated Cost. The City Manager may, in his/her sole and absolute discretion and upon recommendation of the City Engineer, authorize partial release of a portion, or portions of the Security provided under this section as Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Parcel, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Cost.
 - b) **Labor & Material Security:** To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for installation and construction of the Improvements, Developer shall provide City a Labor and Materials Security in the amounts set forth in Exhibit "C" which sum shall not be less than one hundred percent (100%) of the Estimated Cost. Security provided under this section may be released by written authorization of the City Manager after six (6) months from the date City accepts the final Improvements.
 - c) **Monument Security:** To secure the setting of monuments and guarantee payment to the licensed engineer or surveyor for the setting of all monuments, including without limitation, subdivision boundaries, lot corners, and street centerline monuments for the Parcel in compliance with the applicable provisions of the California Business and Professions Code Division 3, Chapter 15 and Section 18.24.080 of the City's Municipal Code (collectively the "Monuments"), Developer shall provide City a Monument Security in the amount set forth in Exhibit "C" which sum shall not be less than one hundred percent (100%) of the Estimated Cost for setting Monuments. Said Security may be released by written authorization from the City Manager, and City has received written acknowledgment of payment in full from the engineer or surveyor who set the Monuments, and City accepts the final Improvements to ensure Monuments have not been damaged during construction or other activities by Developer.
 - d) **Warranty Security:** To secure warranty of completed Improvements for a period of one (1) year following completion and acceptance by City Council thereof against any

defective work, labor, or defective materials furnished, Developer shall provide City warranty Security in the amount set forth in Exhibit "C" which sum shall not be less than twenty-five percent (25%) of the Estimated Cost. Security provided under this section may be released at the end of the Warranty Period, or extension thereof as provided in Section 11 of this Agreement, by written authorization of the City Manager, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Parcel. The warranty Security shall be a condition precedent to the acceptance of Improvements hereunder as being complete and the subsequent release of any other Security.

15. Release of Security Instruments: City shall release the Faithful Performance Security and Labor and Materials Security when all of the following have occurred.
- a) Upon written request thereof by Developer and provision of evidence of satisfaction of all other requirements in this Section;
 - b) Developer is current on all fees due to City for plan check services, permits, inspections, etc.;
 - c) all Improvements have been accepted by City Council;
 - d) Developer has delivered the warranty Security; and
 - e) if lien claims have been timely filed, City shall hold the Labor and Materials Security until such claims have been resolved or Developer has provided a statutory security, or otherwise as required by applicable law.

City shall release the warranty Security upon Developer's written request upon the expiration of the Warranty Period provided no claims are outstanding regarding defective work. All other Securities shall be released upon Developer's written request and confirmation that associated work has been completed to the satisfaction of the City.

16. Developer's Liability: No action of Developer shall be required for City to enforce its rights under any Security, and Developer agrees to cooperate with City to facilitate City's enforcement and to take no action to prevent City from such enforcement of any Security instrument. Notwithstanding the giving of any Security instrument or the subsequent expiration of any Security instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Developer shall be and remain personally liable for performance under this Agreement and for payment of the reasonable cost of the labor and materials for Improvements required to be constructed or installed hereby and shall, within ten (10) days after receipt of a written demand, deliver to City such substitute Security as City shall require satisfying the requirements in this Agreement.
17. Indemnification: Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to

any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors or subcontractors in connection with or arising out of installation, construction or maintenance of Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify, defend and hold City harmless shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

18. **Insurance:** Developer shall procure and maintain, and shall require its contractors and subcontractors to maintain at all times during construction of any Improvement during this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit. All Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A-:VII.
 - a) **General Liability:** Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. The Product and Completed Operations coverage under the policy shall extend a minimum of three (3) years after completion of the Improvements. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. The policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. The policy shall specifically provide for a duty to defend on the part of the insurer.
 - b) **Business Automobile Liability:** Business Automobile liability insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities arising out of or in connection with work performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

- c) Workers' Compensation: Worker's Compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.
- d) Builder's Risk Insurance: Developer shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Improvements and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Improvements; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Improvements materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Improvements site or any staging area.
- e) Pollution Liability Insurance. Developer shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Improvements site to the final disposal location, including non-owned disposal sites.
- f) Professional Liability: For any consultant or other professional who will engineer or design Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of Improvements. Such insurance shall be endorsed to include contractual liability.
- g) Additional Insured; Separation of Insureds: The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors and subcontractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.
- h) Certificates of Insurance: Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. City reserves the right to require complete, certified copies of all required

insurance policies, at any time. Developer shall replace any certificate, policy, or endorsement which will expire prior to the term of this Agreement. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days prior written notice to City or 10 days prior written notice to City in the event of nonpayment of insurance premium.

- i) **Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
- j) **Primary Insurance; Waiver of Subrogation:** The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

19. **Agreement Term:** This Agreement shall survive any time allotted for completion of Improvements and shall not expire until such time that all Improvements have been accepted by City and, where bonds or letters of credits are issued, all Securities related thereto have been released by written notification from City to the respective Surety that issued said Security. Where there exists a cash deposit, this Agreement will expire upon acceptance of the Improvements by City.

20. **Relationship Between the Parties:** The Parties hereby mutually agree that neither this Agreement, any map related to Map No. 38385, nor any other related entitlement, permit, or approval issued by City for the Parcel shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

21. **General Provisions:**

- a) **Authority to Enter Agreement:** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.
- b) **References:** Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. References to Developer shall include all personnel, employees, agents, contractors and subcontractors of Developer, except as otherwise specified in this Agreement. References to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this

Agreement. References to City Manager shall include the City Manager or his/her designee. City Engineer shall include the City Engineer, his/her designee, and other authorized City representatives.

- c) **Notices:** Depending upon the method of transmittal, notice shall be deemed received as follows: by email, as of the date and time sent; by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail, as of 72 hours after date of notice. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

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

DEVELOPER:

Amstar-LCI 1, LLC
Attn: Michael Johnson
13681 Newport Ave, Ste 8301
Tustin, CA 92780

- d) **Amendment:** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- e) **Waiver:** City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein; or City's failure to take an enforcement action with respect to a default, to declare a default or breach, or City's waiver of any breach of this Agreement shall not be construed as a waiver of prior default or breach, or any subsequent default or breach of the Developer and, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Improvements or this Agreement.
- f) **Assignment of Agreement:** Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. As a condition to City's consent, any assignee shall be required to provide Security as required by this Agreement.

- g) Binding Effect: Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.
- h) No Third Party Beneficiaries: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.
- i) Severability: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- j) Venue and Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.
- k) Attorneys' Fees and Costs: If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Parcel, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs, which shall include, without limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (a) post judgment motions and appeals, (b) contempt proceedings, (c) garnishment, levy, and debtor and third party examination, (d) discovery, and (e) bankruptcy litigation. This section shall survive the termination or expiration of this Agreement.
- l) Recordation: This Agreement shall be recorded with the Riverside County Recorder's Office.
- m) Counterparts: This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same Agreement.

CITY OF PERRIS

By: _____
Clara Miramontes, City Manager

DEVELOPER
Amstar-LCI 1, LLC

By: _____

Michael Johnson
Manager

ATTEST:

By: _____
Nancy Salazar, City Clerk

NOTE: DEVELOPER'S SIGNATURES SHALL BE NOTARIZED AND AN APPROPRIATE NOTARY ACKNOWLEDGEMENT FORM MUST ACCOMPANY THIS SIGNATURE PAGE. CORPORATIONS REQUIRE TWO SIGNATURES, BOTH MUST BE OFFICERS OF THE COMPANY.

See Attached
Certificate

FEB 24 2026

Acknowledgment
 Jurat
 Copy Certificate

Vanessa Caro Anaya, Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California

}

County of Orange

On February 24, 2026 before me Vanessa Caro Anaya, Notary Public, personally appeared

Michael Johnson

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

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

WITNESS my hand and official seal.



SIGNATURE

Vanessa Caro

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL

PARCEL MAP 38385:

BEING A SUBDIVISION OF PARCELS 1 THROUGH 3, INCLUSIVE, TOGETHER WITH LETTERED LOTS "A", "B", "C" AND "D" OF PARCEL MAP 16395 AS SHOWN BY MAP ON FILE IN BOOK 142 OF PARCEL MAPS, PAGE 58. TOGETHER WITH PARCEL 1 OF PARCEL MAP 11104 AS SHOWN BY MAP ON FILE IN BOOK 47 OF PARCEL MAPS, PAGE 62. TOGETHER WITH PARCELS 3 AND 4 OF PARCEL MAP 10002 AS SHOWN BY MAP ON FILE IN BOOK 42, PAGE 23 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 17, TOWNSHIP 4 SOUTH, RANGE 3 WEST, RANCHO SAN JACINTO NUEVO.

EXHIBIT "B"

LIST OF IMPROVEMENTS & COST ESTIMATES

FINAL PARCEL MAP NO.: 38385

This Exhibit "B" is not intended to be a detailed description of all Improvements required and shall in no way limit the Improvements or other required facilities, or supersede any conditions of development or other requirements related to the Parcel or any subsequent approved plans, profiles and specifications.

STREET AND DRAINAGE	\$373,227.39
MONUMENT	\$2,500.00
WATER AND SEWER	\$4,570.00
LIGHTING AND LANDSCAPING	\$75,000.00



ASI WO 24-55
Check Print #5
08/19/2025
Parcel Map 38385
APPROVED

Survey Department
Attention: **Stuart McKibbin**
City of Perris
24 S. "D" Street, Suite 100
Perris, CA 92570

August 18, 2025

RE: **Parcel Map No. 38385**
City of Perris

MONUMENT BOND ESTIMATE

To Whom It May Concern:

This letter advises that the estimated fee for the monumentation of Parcel Map 38385, based upon the minimum cost, is \$2,500 for said Parcel Map.

If you have any questions regarding the foregoing, please contact me at (951) 686-1070.



Sincerely,

ALBERT A. WEBB ASSOCIATES

Michael Johnson, P.L.S.
Land Survey Practice Area Leader

RECEIPT

City of Perris
PERRIS
135 N. D Street

Application: GP24-05116
Application Type: Engineering/Grading/Rough/NA
Address: Perris, CA

Receipt No. 44497

Payment Method Ref Number Amount Paid Payment Date Cashier ID Received Comments

Check **CHK** \$2,500.00 08/28/2025 ENAJERA **MONUMENTATION BOND - PM**
#6227401946 **38385 - ACCT #801-0000-2142**

Work Description: PROJECT DPR 20-00020 PLAN CHECK FEES FOR PRECISE GRADING /ROUGH GRADING PLANS

EXHIBIT "C"

SECURITY CATALOGUE

FINAL PARCEL MAP NO.: 38385

In compliance with the terms of this Agreement, Developer has provided the below described Security in the amounts required therein. Security provided below serves as evidence of Developer's understanding of the provisions of this Agreement and the Improvements required. All securities are incorporated herein by reference and shall be made a part hereof.

Grading: Required Not Required

A Faithful Performance Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Amount in words Dollars (\$Amount) for the required grading and implementation and maintenance of the Storm Water Pollution Prevention Plan (SWPPP) and related Best Management Practices (BMPs), guaranteeing full performance of all the terms of this agreement.

A Labor and Materials Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Amount in words Dollars (\$Amount), securing payment to persons furnishing labor, materials, or equipment for performance of the required grading and implementation and maintenance of the Storm Water Pollution Prevention Plan (SWPPP) and related Best Management Practices (BMPs).

Street and Drainage: Required Not Required

A Faithful Performance Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Three hundred seventy-three thousand two hundred twenty-seven dollars and thirty-nine cents (\$373,227.39) for the required street and drainage improvements, guaranteeing full performance of all the terms of this agreement.

A Labor and Materials Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Three hundred seventy-three thousand two hundred twenty-seven dollars and thirty-nine cents (\$373,227.39), securing payment to persons furnishing labor, materials, or equipment for performance of the required street and drainage improvements.

A Warranty Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Ninety-three thousand three hundred six dollars and eighty-five cents (\$93,306.85), securing warranty of completed street and drainage improvements (must be provided prior to release of Faithful Performance Security).

Monument: Required Not Required

A Monument Instrument of Credit/Letter of Credit Cash Deposit in the amount of Two thousand five hundred dollars and zero cents Dollars (\$2,500.00), to secure the setting of required monuments and payment to persons for performance of setting the monuments.

Water and Sewer: Required Not Required

A Faithful Performance Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Four thousand five hundred seventy dollars and zero cents (\$4,570.00) for the required water and sanitary sewer improvements, guaranteeing full performance of all the terms of this agreement.

A Labor and Materials Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Four thousand five hundred seventy dollars and zero cents (\$4,570.00), securing payment to persons furnishing labor, materials, or equipment for performance of the required water and sanitary sewer improvements.

A Warranty Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of One thousand one hundred forty-two dollars and fifty cents (\$1,142.50), securing warranty of completed water and sanitary sewer improvements (must be provided prior to release of Faithful Performance Security).

Lighting and Landscape: Required Not Required

A Faithful Performance Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Seventy-five thousand dollars and zero cents (\$75,000.00) for the required lighting and landscaping improvements, guaranteeing full performance of all the terms of this agreement.

A Labor and Materials Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Seventy-five thousand dollars and zero cents (\$75,000.00), securing payment to persons furnishing labor, materials, or equipment for performance of the required lighting and landscape improvements.

A Warranty Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Eighteen thousand seven hundred fifty dollars and zero cents (\$18,750.00), securing warranty of completed lighting and landscape improvements, including maintenance of landscaping in a vigorous and thriving condition (must be provided prior to release of Faithful Performance Security).

ORIGINAL

ISSUED IN ONE ORIGINAL COUNTERPART

BOND NO. 101329962

PREMIUM: \$6,792.00

**CITY OF PERRIS
FINAL PARCEL MAP NO. 38385 IMPROVEMENTS
PERFORMANCE BOND**

WHEREAS, the City of Perris, State of California (hereinafter referred to as “City”), and Amstar-LCI 1, LLC (hereinafter designated as “Principal”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, that may include, but are not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, water service, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as a condition of development (collectively the “Improvements”), which said agreement, dated _____, 2025, and identified as Subdivision Improvement Agreement Final Parcel Map No. 38385 (hereinafter called “Agreement”), is hereby referred to and made a part hereof; and

WHEREAS, the Improvements to be performed by Principal are more particularly set forth in that certain Agreement and documents incorporated therein; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement and to warranty and guarantee the Improvements constructed thereunder.

NOW, THEREFORE, we, the Principal and Merchants National Indemnity Company as Surety, a corporation organized and existing under the laws of the State of Iowa, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the penal sum of Four Hundred Fifty-Two Thousand Seven Hundred Ninety-Seven and 39/100's DOLLARS (\$452,797.39) lawful money of the United States, said sum not being less than one hundred percent 100% of the total cost of the Improvements as set forth in the Agreement, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, or Principal’s heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, provisions, warranties and guarantees in the Agreement and any alteration thereof made as therein provided, on Principal’s part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney fees,

incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the plans, profiles, or specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Improvements or to the plans, profiles, or specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named on August 14, 2025.

PRINCIPAL

Amstar-LCI 1, LLC

By:  _____

Michael Johnson
(Printed Name)

Manager
(Title)

SURETY

Merchants National Indemnity Company

By:  _____

Julia B. Bales
(Printed Name)

Attorney-in-Fact
(Title)

**See Attached
Certificate**

AUG 15 2025

Acknowledgment
 Jurat
 Copy Certificate

NOTE: EXECUTION BY PRINCIPAL (CORPORATIONS REQUIRE TWO SIGNATURES, BOTH MUST BE OFFICERS OF THE COMPANY) AND SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC. APPROPRIATE NOTARY ACKNOWLEDGMENT FORM AND AN EXECUTED ATTORNEY-IN-FACT FORM SIGNIFYING POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST ACCOMPANY THIS BOND.

For City use only

Bond Reference: Grading Street and Drainage Monument
 Water and Sewer Lighting and Landscape

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andrea Paris; Jonathan Cagner; Julia B Bales; Kenneth A Coate; Stephanie D Fisher

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

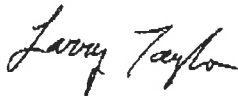
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025.



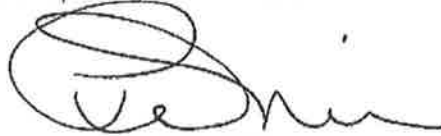
**MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY**

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of August, 2025.




Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }

County of Orange

Vanessa Caro Anaya, Notary Public

On August 15, 2025 before me _____, Notary Public, personally appeared

Michael Johnson

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

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

WITNESS my hand and official seal.

SIGNATURE _____

Vanessa Caro



PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: Performance bond

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Riverside }

On AUG 14 2025 before me, Stephanie D. Fisher, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Julia B. Bales
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer is Representing: _____

ORIGINAL

ISSUED IN ONE ORIGINAL COUNTERPART

BOND NO. 101329962

PREMIUM: INCLUDED IN THE
PREMIUM CHARGED FOR
THE PERFORMANCE
BOND

**CITY OF PERRIS
FINAL PARCEL MAP NO. 38385 IMPROVEMENTS
LABOR AND MATERIALS BOND**

WHEREAS, the City of Perris, State of California (hereinafter referred to as "City"), and Amstar-LCI 1, LLC (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, that may include, but are not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, water service, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as a condition of development (collectively the "Improvements"), which said agreement, dated _____, 2025 and identified as Subdivision Improvement Agreement Final Parcel Map No. 38385 (hereinafter called "Agreement"), is hereby referred to and made a part hereof; and

WHEREAS, the Improvements to be performed by Principal are more particularly set forth in that certain Agreement and documents incorporated therein; and

WHEREAS, under the terms of the Agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, the Principal and undersigned as corporate Surety, a corporation organized and existing under the laws of the State of Iowa, and duly authorized to transact business under the laws of the State of California are held and firmly bound unto City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of Four Hundred Fifty-Two Thousand Seven Hundred Ninety-Seven and 39/100's DOLLARS (\$452,797.39) lawful money of the United States of America, said sum not being less than one hundred percent 100% of the total cost of the Improvements as set forth in the Agreement. We, the Principal and Surety bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that for work, services, equipment, materials furnished or other supplies, or labor thereon of any kind used in, upon, for, or about the performance of the work, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in

successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or the plans, profiles or specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition to the terms of the Agreement or to the Improvements or to the plans, profiles, or specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on August 14, 2025.

PRINCIPAL

Amstar-LCI 1, LLC

By:  _____

Michael Johnson
(Printed Name)

Manager
(Title)

SURETY

Merchants National Indemnity Company

By:  _____

Julia B. Bales
(Printed Name)

Attorney-in-Fact
(Title)

See Attached
Certificate

AUG 15 2025

Acknowledgment
 Jurat
 Copy Certificate

NOTE: EXECUTION BY PRINCIPAL (CORPORATIONS REQUIRE TWO SIGNATURES, BOTH MUST BE OFFICERS OF THE COMPANY) AND SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC. AN APPROPRIATE NOTARY ACKNOWLEDGMENT FORM AND AN EXECUTED ATTORNEY-IN-FACT FORM SIGNIFYING POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST ACCOMPANY THIS BOND.

For City use only

Bond Reference: Grading Street and Drainage Water and Sewer
 Lighting and Landscape

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andrea Paris; Jonathan Cagner; Julia B Bales; Kenneth A Coate; Stephanie D Fisher

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

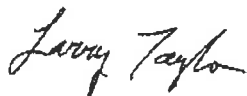
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025.




**MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY**

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of August, 2025.




Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }

County of Orange

Vanessa Caro Anaya, Notary Public

On August 15, 2025 before me _____, Notary Public, personally appeared

Michael Johnson

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

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

WITNESS my hand and official seal.

SIGNATURE

Vanessa Caro



PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: Performance Bond

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Riverside }

On AUG 14 2025 before me, Stephanie D. Fisher, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Julia B. Bales
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

ORIGINAL

ISSUED IN ONE ORIGINAL COUNTERPART

BOND NO. 101329962

PREMIUM: INCLUDED IN THE
PREMIUM CHARGED FOR
THE PERFORMANCE
BOND

**CITY OF PERRIS
FINAL PARCEL MAP NO. 38385 IMPROVEMENTS
WARRANTY BOND**

WHEREAS, the City of Perris, State of California (hereinafter referred to as “City”), and Amstar-LCI 1, LLC (hereinafter designated as “Principal”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, that may include, but are not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, water service, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as a condition of development (collectively the “Improvements”), which said agreement, dated _____, 2025, and identified as Subdivision Improvement Agreement Final Parcel Map No. 38385 (hereinafter called “Agreement”), is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond to guarantee and provide warranty of the Improvements installed for a period of one (1) year following the completion and final acceptance by City thereof against any defective work or labor done, or materials furnished.

WHEREAS, said work has been or will be completed by the Principal.

NOW, THEREFORE, we, the Principal and Merchants National Indemnity Company, as Surety, a corporation organized and existing under the laws of the State of Iowa, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the penal sum of One Hundred Thirteen Thousand One Hundred Ninety-Nine and 35/100's DOLLARS (\$113,199.35) lawful money of the United States, said sum not being less than twenty-five percent 25% of the total cost of the Improvements as set forth in the Agreement, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, or Principal's heirs, executors, administrators, successors or assigns, shall maintain or cause to be maintained, the Improvements in good condition and correct any deficiency in workmanship or materials that arise or are discovered during the warranty period, and in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, provisions, warranties and guarantees in the Agreement and any alteration thereof made as therein provided, Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the plans, profiles, or specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Improvements or to the plans, profiles, or specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named on August 14, 2025.

PRINCIPAL

Amstar-LCI 1, LLC

By: _____

Michael Johnson

(Printed Name)

See Attached
Certificate

Manager

AUG 15 2025

(Title)

Acknowledgment
Jurat
Copy Certificate

SURETY

Merchants National Indemnity Company

By: _____

Julia B. Bales

(Printed Name)

Attorney-in-Fact

(Title)

NOTE: EXECUTION BY PRINCIPAL (CORPORATIONS REQUIRE TWO SIGNATURES, BOTH MUST BE OFFICERS OF THE COMPANY) AND SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC. APPROPRIATE NOTARY ACKNOWLEDGMENT FORM AND AN EXECUTED ATTORNEY-IN-FACT FORM SIGNIFYING POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST ACCOMPANY THIS BOND.

For City use only

Bond Reference: Street and Drainage Water and Sewer Lighting and Landscape

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andrea Paris; Jonathan Cagner; Julia B Bales; Kenneth A Coate; Stephanie D Fisher

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

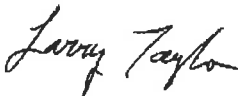
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025.

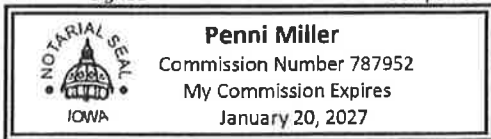



**MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY**

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of August, 2025.




Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }

County of Orange

Vanessa Caro Anaya, Notary Public

On August 15, 2025 before me _____, Notary Public, personally appeared

Michael Johnson

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

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

WITNESS my hand and official seal.

SIGNATURE

Vanessa Caro



PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: Performance Bond

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Riverside }

On AUG 14 2025 before me, Stephanie D. Fisher, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Julia B. Bales
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

ATTACHMENT 5

Conditions of Approval (For Reference Only)

Due to the size of the file, the document is on file with the Planning Division and available online at:

https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-328#docfold_1206_1313_479_328

ATTACHMENT 6

**City Council Staff Report without
Attachments – Dated June 13, 2023**



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: June 13, 2023

SUBJECT: Specific Plan Amendment 22-05053, Tentative Parcel Map 22-05028 (TPM 38385), and Development Plan Review 20-00021 – A proposal to facilitate the construction of a 254,511 square foot industrial warehouse on a 12.59-acre site located on the east side of Redlands Avenue between E. Rider Street and Placentia Avenue, in the Perris Valley Commerce Center Specific Plan (PVCCSP) consisting of the following: 1) Specific Plan Amendment to remove a planned/unimproved street from the Circulation Plan of the PVCCSP; 2) Tentative Parcel Map to merge six (6) existing parcels into one (1) parcel; and 3) Development Plan Review for the site plan and building elevations. (APNs: 300-210-006, -007, -008, -026, -027, and -028). Applicant: Michael Johnson of Lake Creek Industrial, LLC. (Continuation from the May 9, 2023, City Council meeting)

REQUESTED ACTION: Adopt Resolution (next in order) adopting the Mitigated Negative Declaration (MND) No. 2358 and the related Mitigation Monitoring and Reporting Program (MMRP), and approving Tentative Parcel Map 22-05028 (TPM-38385) and Development Plan Review 20-00021 to facilitate the construction of a 254,511 square foot industrial warehouse distribution building, based on the findings subject to the Conditions of Approval; and

Introduce First Reading of Ordinance No. (next in order), approving Specific Plan Amendment 22-05053 to remove a paper/unimproved street from the Circulation Plan of the PVCCSP, subject to the information contained in the staff report and making the findings in support thereof.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND:

On May 9, 2023, the City Council voted 3-2 to continue the Redlands East industrial project to an unspecified date to allow the applicant additional time to work with staff to incorporate funding for community benefits such as improvements to Paragon Park to provide positive benefits to the residents nearby. There was an initial vote to deny the project due to proximity to residential

developments along the south side of Placentia Avenue, but there were insufficient votes to approve the denial.

Since the last City Council meeting, the applicant has worked with staff in addressing the Council's concern and has agreed to the following conditions of approval to be satisfied prior to building permit issuance:

- Planning Condition of Approval #35 - A community benefit contribution of \$1.00 for each square foot of building area totaling \$254,511 shall be allocated to Paragon Park or other public improvements at the discretion of the city; and
- Revise Planning Condition of Approval #20 to change the planting of trees off-site for community benefits, such as for tree plantings at a City park, from one 24-inch box-size tree per 5,000 square feet of building area to one 24-inch box-size tree per 2,500 square feet of building area or provide funding equivalent to such cost.

In considering the project, the Council discussed the potential impacts of the Riverside County Transportation Commission (RCTC) Mid County Parkway (MCP) project on the proposed warehouse facility. Staff clarified that RCTC has allocated funding for the MCP project to areas outside of Perris and, in communication with RCTC, they have no immediate plans to acquire the properties along the MCP in Perris, and projects along the MCP in Perris should proceed as proposed.

Staff also provided clarification on the following: 1) the proximity of the closest residence to the project site is approximately 600 feet, 2) truck access to the site will come from Redlands Avenue to the north, as there will be a raised landscaped center median along Redlands Avenue that will control access in and out of the site in addition to the configuration of the driveways, which will direct turning movements of semi-trucks and traveling direction, 3) the size and type of trees along the south property line will be 24" box fast growing trees with dense foliage to screen the building from the residential properties 600-feet south of the site on Placentia Avenue, and 4) the restrictions of the underlying B2 Zone of the March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan limits any development to low occupancy operators such as an industrial use.

RECOMMENDATION:

With the addition of the additional and modified conditions of approval, staff is carrying forth the Planning Commission's recommendations that the City Council adopt Resolution (next in order) adopting the MND 2358 and MMRP and approve Specific Plan Amendment 22-05053, Tentative Tract Map 22-05028 (TPM 38385), and Development Plan Review 20-00021.

BUDGET (or FISCAL) IMPACT: All costs associated with the project are borne by the applicant.

Prepared by:
REVIEWED BY:

Chantal Power, AICP, Contract Planner
Patricia Brenes, Planning Manager

City Attorney _____
Assistant City Manager _____
Deputy City Manager _____

Attachments:

1. Updated Resolution Number (next in order) adopting the Final MND 2358 and MMRP, and approving TPM 38385, and DPR 20-00021 (Including Conditions of Approval)
2. Updated Ordinance Number (next in order) approving SPA 22-05053
3. Location / Aerial Map
4. PVCCSF Land Use Map
5. MARB/IPA ALUCP Map
6. Tentative Parcel Map
7. Project Plans (Site Plan, Conceptual Grading Plan, Floor Plan Building Elevations, Conceptual Landscape Plans, and Sight Line Studies)
8. Initial Study/Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, Associated Technical Studies, Comment Letters, and Responses to Comments.
Due to the size of the files, the documents are available online at the city's website:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-328#docan1206_1313_479
9. Original City Council Agenda Submittal – Dated May 9, 2023
Due to the size of the document, only the staff report is included as a hard copy. The entire staff report packet is available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-328#docan1206_1313_479
10. Planning Commission Staff Report Without Exhibits – Dated March 15, 2023
Due to the size of the documents, only the staff report is included as a hard copy.
The entire staff report packet is available online at the City's Website:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-328#docan1206_1313_479

Consent:
Public Hearing: X
Business Item:
Presentation:
Other:



CITY OF PERRIS 10.D.

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: April 14, 2026

SUBJECT: Final Parcel Map 25-00009 (FPM 38386) – Final approval of Tentative Parcel Map No. 38386 to consolidate eight (8) parcels into a 20.14 acre parcel to facilitate the construction of a 301,101 square foot industrial warehouse, referred as Redlands West, located on the westside of Redlands Avenue between E. Rider Street and Placentia Avenue, in the Light Industrial Zone of the Perris Valley Commerce Center Specific Plan (PVCCSP). Applicant: Michael Johnson, Lake Creek Industrial, LLC.

REQUESTED ACTION: Approve Final Parcel Map 25-00009 (FPM 38386), accept the Subdivision Improvement Agreement, and authorize the Mayor to sign the Final Parcel Map.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

On October 10, 2023, the City Council approved the Redlands West project by a 3-2 vote (*No - Nava, Corona, Yes - Rabb, Rogers, Vargas*), which included Tentative Parcel Map 38386 (TTM 22-05029) to consolidate eight (8) parcels into a 20.14-acre parcel and vacate Russell Way to facilitate the construction of a 301,101 square foot industrial warehouse. Other related approvals for the Redlands West project included Development Plan Review (DPR) 20-00020 for the site plan and building elevations.

The Redlands West project is not subject to the Industrial Moratorium because a Grading Permit was issued on September 3, 2025, before the Industrial Moratorium took effect on December 9, 2025. The applicant is currently grading the site and is in the process of securing building permits for construction. Additionally, on April 1, 2026, the applicant made a partial payment in the amount of \$301,101 of the \$602,202 required for the community benefit contribution to Paragon Park or other public improvements at the discretion of the city, in advance of the building permit payment timeline. The remaining balance of \$301,101 will be paid as required prior to issuance of the building permit. Approval of the final map will allow the developer to consolidate the eight lots for the industrial warehouse.

The applicant has entered into a Subdivision Improvement Agreement (SIA) to guarantee the construction of the required improvements and has submitted an Improvement Agreement, which the City Attorney has approved. Furthermore, the developer will be responsible for all

improvement costs. Lastly, the final map will comply with all the requirements of the Subdivision Map Act and applicable provisions of the City's Municipal Code.

Development Services, Public Works, Engineering, and Community Services Departments have determined that the applicant has satisfied all conditions of approval required for Final Parcel Map approval and recordation, and that the Final Parcel Map is in substantial conformance with the approved Tentative Parcel Map. Therefore, the City Engineer recommends approval of Final Parcel Map No. 38386.

RECOMMENDATION:

Staff recommends that the City Council approve Final Parcel Map 25-00009 (FPM 38386), as all conditions of approval have been satisfied, and the necessary City Department clearances have been obtained.

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

Prepared by: Alfredo Garcia, Associate Planner
Review by: Patricia Brenes, Planning Manager

REVIEWED BY:

Assistant City Manager: VB
Assistant City Manager: EL
Director of Finance: ms

Attachments:

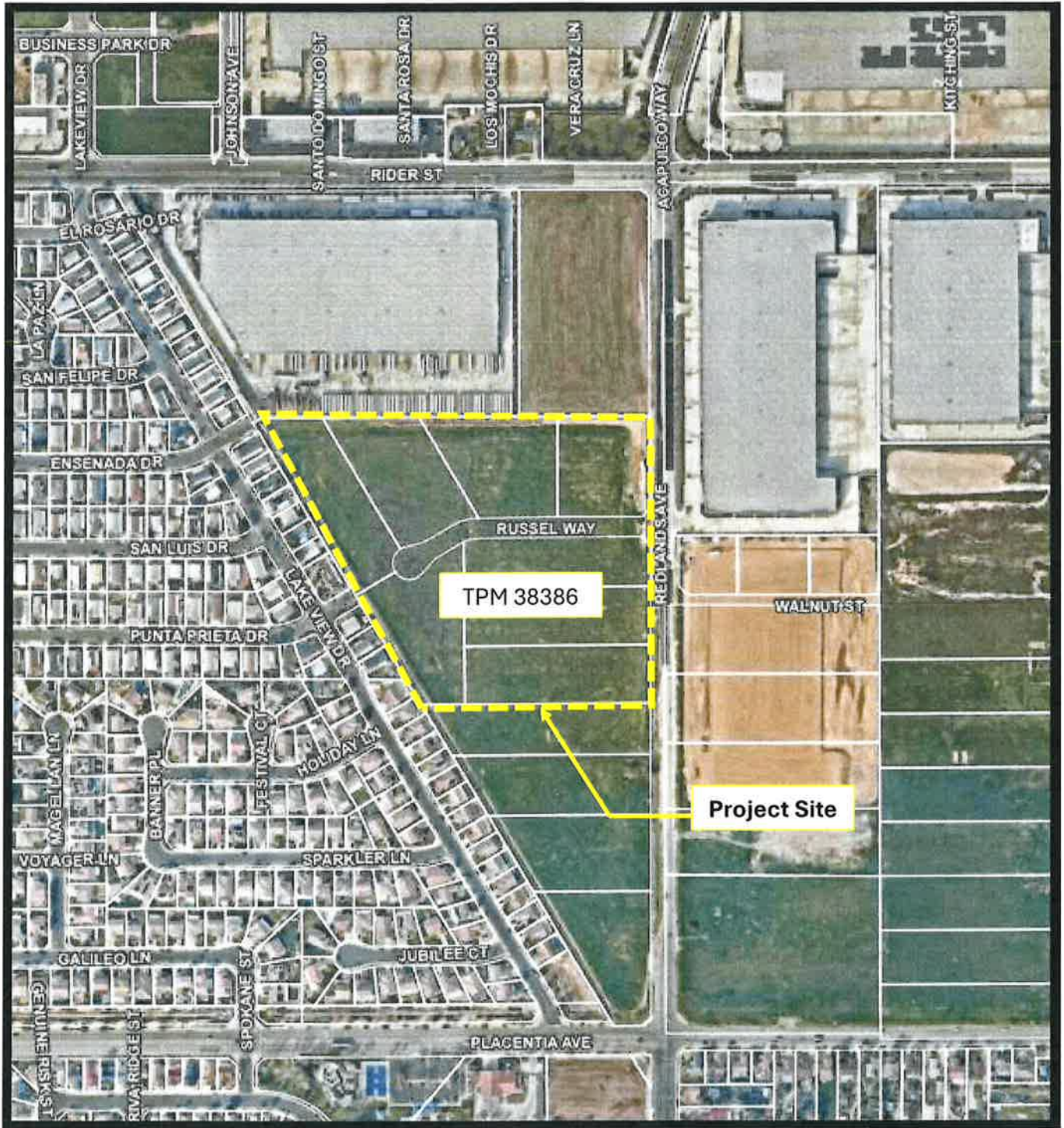
1. Vicinity Map
2. Approved Site Plan and Building Elevations (For Information Purposes)
3. Final Parcel Map No. 38386
4. Subdivision Improvement Agreement (SIA) for Final Parcel Map No. 38386
5. Conditions of Approval (For Reference Only)
Due to the size of the file, the document is on file with the Planning Division and available online at https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-338#docfold_1206_1313_479_338
6. City Council Staff Report without Attachments – Dated October 10, 2023

Consent: X
Public Hearing:
Business Item:
Presentation:
Other:

ATTACHMENT 1

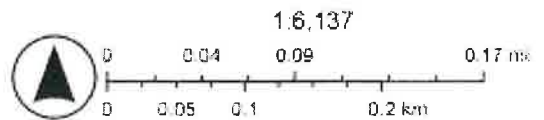
Vicinity Map

Vicinity Map



KEY

 Project Site



ATTACHMENT 2

Approved Site Plan and Building Elevations
(For Information Purposes)



REDLANDS WEST / RIDER
 AVENUE DEVELOPMENT

3046 REDLANDS AVE
 PERRIS CA 92571

BLANK FLOOR INDUSTRIAL LLC

18881 NEWPORT AVE SUITE 8801
 LUSTIN, CA 95760

CONTACT: MICHAEL JOHNSON
 (785) 200-8861
 m@lakearchitectural.com

NO.	REVISION	DATE
1	ISSUE FOR PERMITS	08/11/2021
2	ISSUE FOR PERMITS	08/11/2021
3	ISSUE FOR PERMITS	08/11/2021
4	ISSUE FOR PERMITS	08/11/2021
5	ISSUE FOR PERMITS	08/11/2021
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98	ISSUE FOR PERMITS	08/11/2021
99	ISSUE FOR PERMITS	08/11/2021
100	ISSUE FOR PERMITS	08/11/2021

EXTERIOR ELEVATIONS

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE (CBC) AND ALL APPLICABLE LOCAL ORDINANCES.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ELECTRICAL CODE (CEC) AND ALL APPLICABLE LOCAL ORDINANCES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA MECHANICAL CODE (CMC) AND ALL APPLICABLE LOCAL ORDINANCES.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA PLUMBING CODE (CPC) AND ALL APPLICABLE LOCAL ORDINANCES.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA FIRE CODE (CFC) AND ALL APPLICABLE LOCAL ORDINANCES.
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA SAFETY CODE (CSC) AND ALL APPLICABLE LOCAL ORDINANCES.
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ENVIRONMENTAL CODE (CEC) AND ALL APPLICABLE LOCAL ORDINANCES.
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9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA EDUCATION CODE (CEC) AND ALL APPLICABLE LOCAL ORDINANCES.
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA PROFESSIONAL ENGINEERING AND ARCHITECTURE ACT (PEA) AND ALL APPLICABLE LOCAL ORDINANCES.

REMARKS

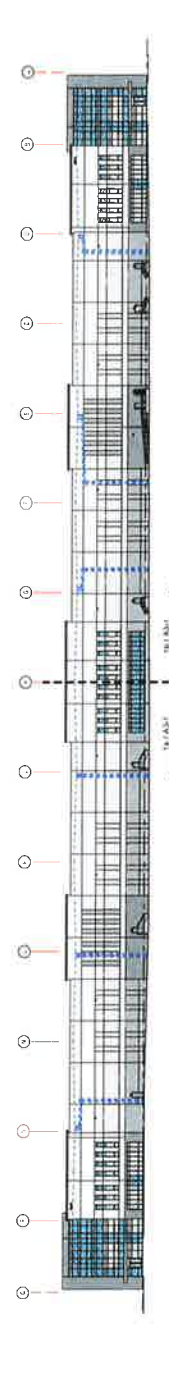
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FINISH SCHEDULE

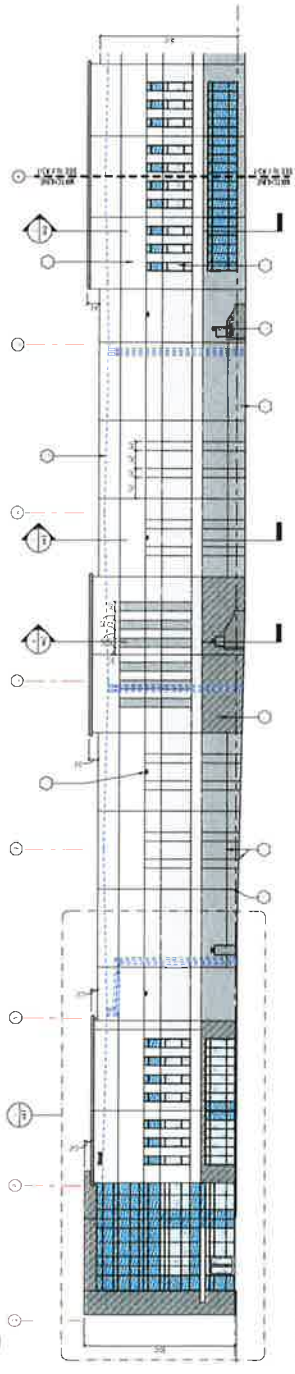
FINISH	DESCRIPTION
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2	CONCRETE WALL
3	CONCRETE CEILING
4	PAINT
5	CEILING GRID
6	CEILING LIGHT FIXTURES
7	CEILING SPRINKLER HEADS
8	CEILING DIFFUSERS
9	CEILING ACCESSORIES
10	CEILING PANELS
11	CEILING TRAYS
12	CEILING CONDUITS
13	CEILING PIPING
14	CEILING ELECTRICAL
15	CEILING MECHANICAL
16	CEILING PLUMBING
17	CEILING FIRE
18	CEILING SAFETY
19	CEILING ENVIRONMENTAL
20	CEILING HEALTH CARE
21	CEILING EDUCATION
22	CEILING PROFESSIONAL ENGINEERING AND ARCHITECTURE

BRICK NOTES

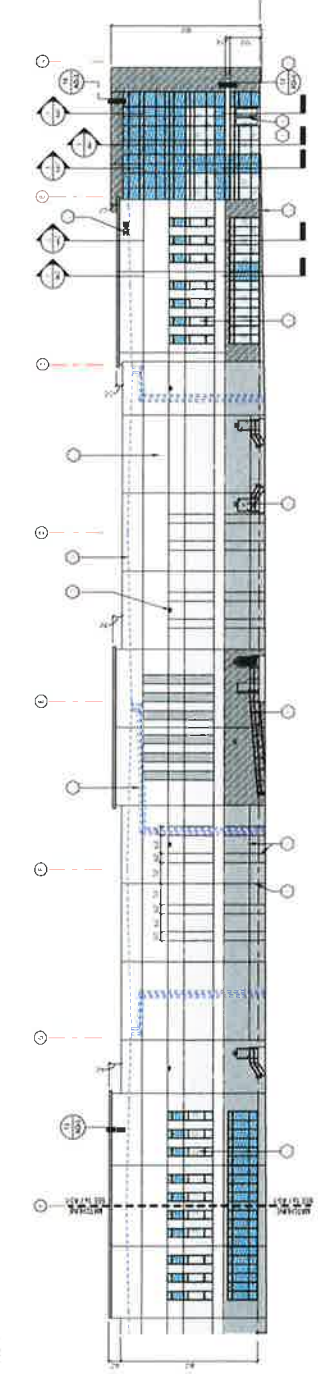
1. ALL BRICKWORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE (CBC) AND ALL APPLICABLE LOCAL ORDINANCES.
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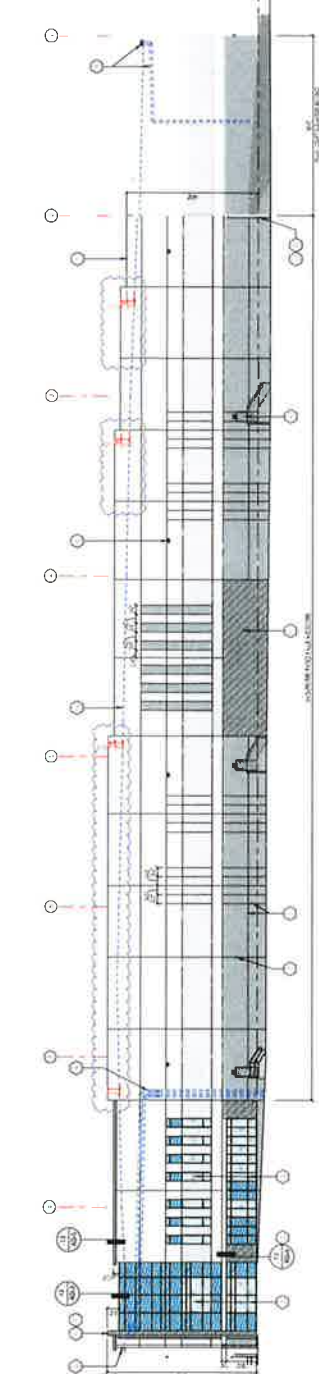
1 EAST ELEVATION



1a PARTIAL EAST ELEVATION



1b PARTIAL EAST ELEVATION



2 NORTH ELEVATION



ATTACHMENT 3

Final Parcel Map No. 38386

GROSS AREA= 20.14 ACRE
 NET AREA= 19.10 ACRE
 NUMBERED PARCELS= 1
 LETTERED LOTS= 1

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, CALIFORNIA **PARCEL MAP 38386**

BEING A SUBDIVISION OF PARCELS 1 THROUGH 4 INCLUSIVE, TOGETHER WITH LETTERED LOTS A, B, C, D AND E OF PARCEL MAP 12914 AS SHOWN BY MAP ON FILE IN BOOK 80 OF PARCEL MAPS, PAGE 63, TOGETHER WITH PARCELS 1 THROUGH 4, INCLUSIVE, TOGETHER WITH LETTERED LOTS A, B, C, D AND E OF PARCEL MAP 72917 AS SHOWN BY MAP ON FILE IN BOOK 80 OF PARCEL MAPS, RANGE 20, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 17, TOWNSHIP 4 SOUTH, RANGE 3 WEST, RANGE 3 WEST, RANCHO SAN JACINTO NUEVO, ALBERTA WEBB ASSOCIATES - CIVIL ENGINEERS MAY 2024

RECORDER'S STATEMENT
 FILED THIS _____ DAY OF _____, 20____, AT _____
 PAGES _____ IN BOOK _____ OF RECORDS OF THE CITY
 CLERK OF THE CITY OF PERRIS.
 PEE _____
 PETER ADANA, _____
 ASSESSOR - COUNTY CLERK - RECORDER
 BY: _____ DEPUTY

OWNER'S STATEMENT
 WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTRICT BOUNDARY LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOT "X" (INCLUDES MAPS), THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES. AS A CONDITION OF DEDICATION OF LOT "X" REDUNDANT AREA, THE OWNER OF PARCEL 1 ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL FOOT DRINKING FOR PARCELS ADJACENT TO THE HIGHWAY. THIS DEDICATION IS NOT TO BE PART OF THE VACATION THEREOF, SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART WANTED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LANDSCAPE EASEMENT LYING WITHIN PARCEL 1 AS SHOWN HEREON. THE DEDICATION IS FOR LANDSCAPE PURPOSES.

REDUNDANT AVE LLC, A DELAWARE LIMITED LIABILITY COMPANY

(PRINT NAME AND TITLE) _____

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETES THIS CERTIFICATE SOLELY FOR THE IDENTIFICATION OF THE INDIVIDUAL WHO SIGNED THE INSTRUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ COUNTY OF _____

I, A NOTARY PUBLIC, PERSONALLY APPEARED _____ BEFORE ME, _____

AND PROMISED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE FURNISHED BY SAID PERSON, THAT SAID PERSON IS WHOSE NAME IS APPEARED IN THE INSTRUMENT, AND THAT HE/HIS (WHETHER SOLELY OR AS PARTNER, HEIR OR OTHERWISE) IS THE PERSON(S) ON THE ENTITY UPON WHOM IT IS BASED, AND THAT HE/HIS (WHETHER SOLELY OR AS PARTNER, HEIR OR OTHERWISE) IS THE PERSON(S) ACTED, EXECUTED OR AUTHORIZED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

MY BIRTHDAY: _____ PLACE OF BIRTH: _____
 MY COMMISSION EXPIRES: _____ COUNTY: _____
 MY COMMISSION NUMBER: _____

PRINT NAME _____

ABANDONMENT NOTE

THIS INSTRUMENT IS BEING RECORDED IN THE PUBLIC RECORDS OF THIS PARCEL MAP CONSTITUTES AN ABANDONMENT OF THE FOLLOWING: EXEMPTS AS SHOWN OR DEDICATED ON PARCEL MAP NO. 12914 RECORDED JULY 23, 1980 AND ON FILE IN BOOK 80, PAGE 62, OF PARCEL MAPS FOR STREET AND INCIDENTAL PURPOSES, LOTS "A" THROUGH "E" INCLUSIVE. EXEMPTS AS SHOWN OR DEDICATED ON PARCEL MAP NO. 12914 RECORDED JULY 23, 1980 AND ON FILE IN BOOK 80, PAGE 63, OF PARCEL MAPS FOR STREET AND INCIDENTAL PURPOSES, LOTS "A" THROUGH "E" INCLUSIVE.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY MADE BY ME OR UNDER MY DIRECTION. THE SURVEY WAS MADE BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY MADE BY ME OR UNDER MY DIRECTION. THE SURVEY WAS MADE BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY MADE BY ME OR UNDER MY DIRECTION.

BY: MICHAEL E. JOHNSON, _____
 L.S. 7873 _____
 DEPUTY

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE MAP AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT, THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT AND THE CITY OF PERRIS ORDINANCE NO. 10, 343 AS AMENDED, HAVE BEEN STRICTLY OBSERVED IN THE PREPARATION OF THIS MAP, AND THAT THE SUBDIVISION SHOWN ON THIS MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, IF ANY.

DATED: _____ BY: GABRIEL D. TORRES, L.S. 4712 EXP. 08-25-28
 CITY ENGINEER FOR PERRIS, CALIFORNIA
 CITY ENGINEER FOR PERRIS, CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY STATE THAT AN UNDERWRITING OR CASH DEPOSIT SATISFACTORY TO THE CITY COUNCIL OF THE CITY OF PERRIS GUARANTEEING THE CONSTRUCTION OF REQUIRED STREET IMPROVEMENTS AND ACCEPTANCE OF THIS MAP. APPROVED AND FILED WITH THE CITY OF PERRIS PRIOR TO ACCEPTANCE OF THIS MAP.

BY: NANCY SALAZAR, _____
 CITY CLERK OF THE CITY OF PERRIS

CITY ACCEPTANCE STATEMENT

THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS DULY AUTHORIZED REPRESENTATIVES, HAS REVIEWED THIS PARCEL MAP AND HAS CONSENTED TO THE RECORDING OF THIS MAP AND TO THE CONSTRUCTION OF THE CITY'S MAINTENANCE ROAD SYSTEM SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH THE CITY OF PERRIS ORDINANCES, AND TO THE DEDICATION OF PUBLIC RIGHTS OF ACCESS ALONG WITHIN THE CITY MAINTAINED ROAD SYSTEM.

THE OFFER OF DEDICATION MADE HEREON OF THE LANDSCAPE EASEMENT LYING WITHIN PARCEL 1 IS HEREBY ACCEPTED AS PART OF THE LANDSCAPE MAINTENANCE DISTRICT MAINTAINED SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

BY: MICHAEL E. JOHNSON, _____
 DEPUTY CITY CLERK OF THE CITY OF PERRIS

BY: NANCY SALAZAR, _____
 CITY CLERK OF THE CITY OF PERRIS



ASI WD 34.55
 Check Print 45
 08-10-2025
 Parcel Map 38386
 APPROVED

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, CALIFORNIA

SHEET 2 OF 2 SHEETS

PARCEL MAP 38386

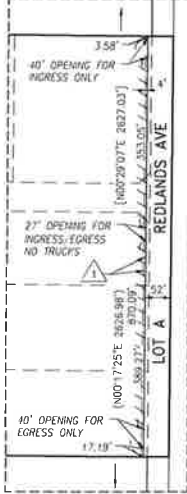
BEING A SUBDIVISION OF PARCELS 1 THROUGH 4 INCLUSIVE, TOGETHER WITH LETTERED LOTS "A" "B" "C" "D" AND "E" OF PARCEL MAP 12914 AS SHOWN BY MAP ON FILE IN BOOK 80 OF PARCEL MAPS, PAGE 63, TOGETHER WITH PARCELS 1 THROUGH 4, INCLUSIVE, TOGETHER WITH LETTER LOTS "A", "B", "C" AND "D" OF PARCEL MAP 12917 AS SHOWN BY MAP ON FILE IN BOOK 80 OF PARCEL MAPS, PAGE 62, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 17, TOWNSHIP 4 SOUTH, RANGE 3 WEST, RANCHO SAN JACINTO NUEVO, ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS MAY 2024

SURVEYOR'S NOTES:

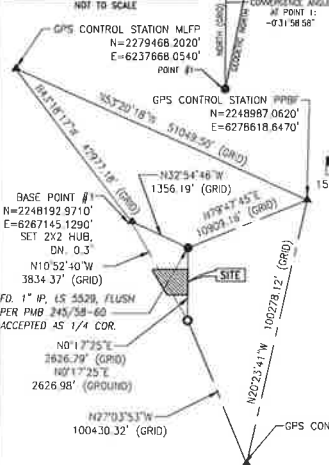
- INDICATES FOUND MONUMENT AS NOTED
- INDICATES SET 1" IP, TAGGED LS 7673, FLUSH
- TOTAL GROSS AREA OF THE SUBJECT PROPERTY IS 20.14 ACRES, MORE OR LESS
- INDICATES RECORD AND MEASURED DATA PER PARCEL MAP NO. 38386, P.M.B. UNLESS OTHERWISE NOTED
- INDICATES RECORD OR CALCULATED DATA PER PARCEL MAP NO. 5924, P.M.B. 14/98
- INDICATES RECORD OR CALCULATED DATA PER TRACT NO. 20538-2, MB 202/12-22
- SET 1" IP, TAGGED LS 7673, FLUSH, AT ALL LOT CORNERS, REAR LOT CORNERS, AND ANGLE POINTS IN SUBDIVISION BOUNDARY
- SET MARK AND TAG LS 7673 ON TOP OF REAR BLOCK WALL IN LEFT OF 1" IP AT REAR LOT CORNERS, WHERE REAR CONCRETE BLOCK WALLS EXIST
- ALL MONUMENTS SHOWN AS "SET" ARE SET ACCORDANCE WITH COUNTY ORDINANCE 461.21 AND THE MONUMENTATION AGREEMENT FOR THIS MAP
- ▲ INDICATES GPS CONTROL STATION
- /// INDICATES RESTRICTED VEHICLE ACCESS

- C.L. CENTERLINE
- CR CORNER RECORD
- DN DOWN
- EL ELEVATION
- EST ESTABLISHED
- FD FOUND
- INT INTERSECTION
- IP IRON PIPE
- MB MAP BOOK
- N.G.S. NATIONAL GEODETIC SURVEY
- P.M.B. PARCEL MAP BOOK
- PP PLASTIC PLUG
- RS RECORD OF SURVEY
- R&M RECORD AND MEASURED
- SFN SEARCHED FOUND NOTHING
- TB TIE BOOK

ADVISORY NOTE
 COMPLETE PRIOR TO RECORDING



BASIS OF BEARING DETAIL

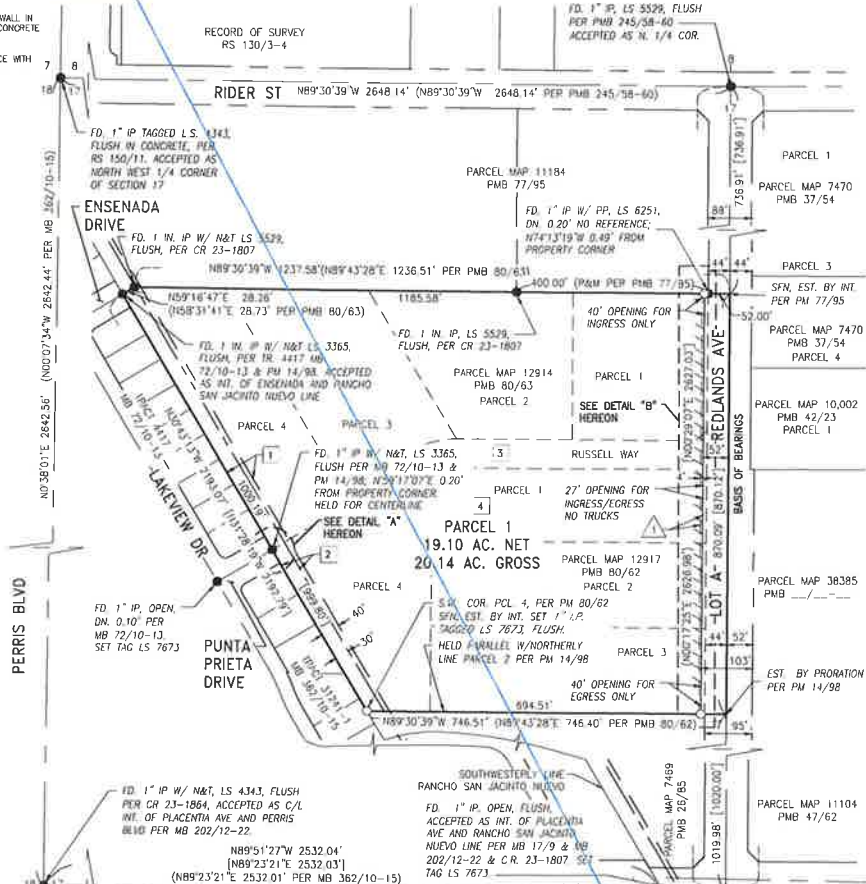


BASIS OF BEARINGS

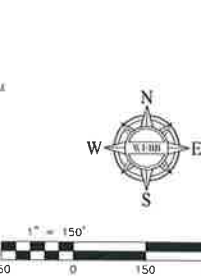
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CC583, ZONE 6, BASED LOCALLY ON CONTROL STATIONS M.L.F.P., "P.P.H." & "B.L.L." AND 83(NSR52011) AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE. ALL DISTANCES SHOWN ARE GROUND DISTANCES, UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.9999281329. CALCULATIONS MADE AT BASE STATION POINT 1 USING ELEVATION OF 1445.421, CONVERGENCE ANGLE IS -00°31'59".

EASEMENT NOTES:

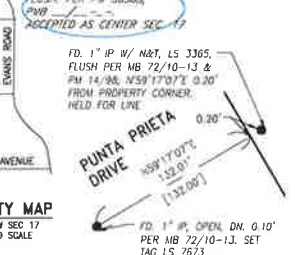
- AN EASEMENT FOR EXISTING AND FUTURE PUBLIC UTILITY AND DRAINAGE FACILITIES OVER THAT PORTION OF THE HEREIN DESCRIBED CONTAINED WITHIN ABANDONED STREETS AS SET OUT IN DOCUMENT RECORDED SEPTEMBER 25, 1957 IN BOOK 2153 PAGE 10 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.
 - AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 20, 1957 AS INSTRUMENT NO. 82476 OF OFFICIAL RECORDS, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY.
 - EASEMENTS SHOWN ON PARCEL MAP NO. 12914 RECORDED IN BOOK 80, PAGE 63, AND PARCEL MAP NO. 12917 RECORDED IN BOOK 80, PAGE 62, BOTH OF PARCEL MAPS, AND DEDICATED TO PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES, VACATED HEREON.
 - AN EASEMENT FOR AVIATION AND INCIDENTAL PURPOSES, RECORDED JULY 22, 2025 AS INSTRUMENT NO. 2025-0222013 OF OFFICIAL RECORDS, IN FAVOR OF HANA, A CALIFORNIA AIRPORT AUTHORITY, (BLANKET IN NATURE)
- ▲ 4' LANDSCAPE EASEMENT IN FAVOR OF THE CITY OF PERRIS DEDICATED HEREON.



PARCEL 1
 19.10 AC. NET
 20.14 AC. GROSS



DETAIL 'A'



ATTACHMENT 4

**Subdivision Improvement Agreement (SIA)
for Final Parcel Map No. 38386**

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:
City of Perris
City Clerk's Office
101 N. "D" Street
Perris, CA 92570

EXEMPT FROM RECORDING FEE (Government Code Section 6103)
SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT
FINAL PARCEL MAP NO.: 38386

A. PARTIES

This Subdivision Improvement Agreement for the completion of public improvements ("Agreement") is entered into as of this _____ of _____, 2026 by and between the City of Perris, a California municipal corporation ("City") and Amstar-LCI 1, LLC a(n) Delaware individual, limited partnership, limited liability company, or corporation ("Developer") with its principal office located at 13681 Newport Ave, Ste 8301, Tustin, CA 92780. City and Developer are sometimes hereinafter individually referred to as "Party," and collectively as the "Parties."

B. RECITALS

1. A Tentative Parcel Map No. 38386 was conditionally approved on October 10, 2023.
2. Developer has not completed all of the work or made all of the public improvements required by the Subdivision Map Act (Government Code sections 66410 *et seq.*) ("Map Act"), the conditions of approval for Tentative Parcel Map No. 38386, or ordinances, resolutions or policies of City requiring construction of improvements in conjunction with the subdivision of land.
3. Developer requests approval of a Final Map covering the area of Tentative Parcel No. 38386 and bearing Final Parcel Map No. 38386 ("Parcel") prior to the construction and completion of the public improvements, appurtenant, or a part thereof of the Parcel, which is legally described on Exhibit "A" attached hereto.
4. Pursuant to the Map Act and Section 18.24.030 of the City's Municipal Code, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney.

5. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the Final Map.

C. AGREEMENT TERMS

NOW, THEREFORE, it is agreed by and between the Parties hereto as follows:

1. **Recitals:** The foregoing Recitals are incorporated herein by reference as if set forth in full.
2. **Effectiveness:** This Agreement shall not be effective unless and until all of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) the Agreement is executed and recorded in the Recorder's Office of the County of Riverside; (c) the City Council of the City of Perris ("City Council") approves the Final Map for the Parcel; and (d) the Final Map is recorded in the Recorder's Office of the County of Riverside. If the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the Final Map for the Parcel.
3. **Public Improvements:** Developer shall construct or cause to be constructed at its own cost, expense, and liability, all improvements on and in conjunction with the Parcel required by City, including all matters required by the City Planning Commission, City Council, and City Engineer during the process leading up to approval of the Parcel. Public improvements include, but are not limited to, all grading, roads, paving, curbs and gutters, pathways, water service, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights and all other required facilities as a condition of development (collectively the "Improvements"), and as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Parcel and are incorporated herein by reference and made a part hereof. The Improvements are described in summary in Exhibit "B," attached hereto and incorporated herein by this reference. Construction of the Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety and to provide complete, in place, fully functional Improvements satisfactory to the City.

Developer shall be responsible for the replacement, relocation, or removal of any component of any dry or wet utilities in conflict with the construction or installation of the Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such utilities. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Improvements. Developer also agrees to proceed with construction of all Improvements in a continuous and good faith manner.

Developer agrees that all Improvements shall be constructed and completed in accordance with City standards as determined by the City Engineer, with any applicable conditions, and with the provisions of this Agreement. In the event of any dispute, the good faith judgement of the City Engineer shall be final and binding upon the parties.

- a) Prior Partial Construction of Improvements: Where construction of any Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Improvements or assure their completion in accordance with this Agreement.
- b) Existing Improvements: Developer shall protect in place existing Improvements and facilities peripheral to the Parcel and Parcel Improvements previously accepted by City notwithstanding the warranty and guarantee period, including but not limited to, structures, fences, roads, sidewalks, paving, curbs, gutters, water facilities, sewer facilities, drainage facilities and utilities that do not require demolition, removal, relocation, or replacement in accordance with the approved plans and specifications. Developer shall repair, restore or replace, or cause to be repaired, restored or replaced damages to any Improvements or facilities resulting from Developer's operations at its own cost, expense, and liability. It shall be the sole responsibility of Developer to determine the exact location and depth or height of all existing facilities. Repair, restoration or replacement of Improvements shall be of equal or greater quality and appearance to that of the existing condition and to the satisfaction of the City Engineer. Methods to repair, restore, or replace the damages shall be approved by the City Engineer prior to commencement of work.
- c) Permits, Compliance, Utility Statements: Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of Improvements and performance of Developer's obligations under this Agreement. Developer shall comply with all ordinances and regulations of City. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Engineer, signed by Developer and each utility which will provide utility service to the Parcel, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the property. Developer shall perform all other acts required pursuant to this Agreement, any permits, and other entities having jurisdiction.
- d) Approved Plans and Specifications: Developer is prohibited from commencing work on any Improvement until all plans and specifications for such Improvement have been submitted to, and approved by the City Engineer. Approval by the City Engineer shall not relieve Developer from ensuring that all Improvements conform with all other requirements and standards set forth in this Agreement.
- e) Compliance with Laws and Codes: The construction plans and specifications for the Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced. Improvements shall be constructed to the satisfaction of the City.

- f) Standard of Performance: Developer and its contractors, if any, shall perform all work required to construct the Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.
- g) Alterations to Improvements: The summary of the Improvements in Exhibit "B" is understood to be only a general designation of the work and Improvements to be constructed, and not a binding description thereof. All work shall be done and Improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Improvements it is determined that the public interest requires alterations in the Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and Improvements may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.
4. Maintenance of Improvements: City shall not be responsible or liable for the maintenance or care of the Improvements until they are approved by City and accepted by the City Council. City shall exercise no control over the Improvements until accepted. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Improvements. Developer shall maintain all Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work. If Developer fails to do so, Developer shall perform such maintenance work when notified to do so by City within fifteen (15) days of the date of the notice. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to acceptance by City.
5. Grading: Developer shall have an approved Grading Plan for the Parcel and a Grading Permit issued by City prior to commencement of any land disturbance activities. Developer agrees that any and all grading done or to be done in conjunction with construction of the Improvements or development of the Parcel shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations,

any protected plant regulations, and the State Water Resources Control Board Construction General Permit regulations. In order to prevent damage to the Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the Construction Schedule for completion of the Improvements established by this Agreement, and prior to City's approval and acceptance of the Improvements and release of the Security as set forth herein.

6. Construction Schedule: Unless extended pursuant to this section of this Agreement, Developer shall fully and adequately complete or have completed the Improvements within one (1) year following approval of the Final Map.
 - a) Extensions: City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Improvements. It is understood that by providing the security required under this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, the sufficiency of Improvement security provided by Developer, and to require adjustments thereto when warranted according to City's discretion.
 - b) Accrual of Limitations Period: Upon written notification to Developer of breach or default of this Agreement, any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Improvements.
7. Fees and Charges: Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to the Parcel.
8. Default; Notice; Remedies: No action by City pursuant to this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance. No election of remedies shall be binding upon City.
 - a) Notice: If Developer neglects, refuses, or fails to fulfill, timely complete, or improperly completes any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code,

standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation (“Notice”). Developer shall substantially commence the work required to remedy the default or violation within fifteen (15) days of the date of Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City’s issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of Improvements and all other administrative costs expenses as provided for in Section 9 of this Agreement. Upon the occurrence of, but not limited to any of the following events, the Developer shall be deemed to be in default under this Agreement:

- i. Subject to any time extensions granted in accordance with Section 6, failure to complete construction and installation of the Improvements by the completion date of one (1) year after City Council approval of the Parcel;
 - ii. Failure to promptly correct or cure any defect in the Improvements, including those found during the one-year guarantee and warranty period as required by Section 11 or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following receipt by Developer of written notice that such defect exists;
 - iii. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;
 - iv. Commencement of a foreclosure action against the Parcel or any portion thereof, or any conveyance by the Developer in lieu or in avoidance of foreclosure;
 - v. Failure to renew security instruments; or
 - vi. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after receipt by Developer of written notice thereof from the City.
- b) **Failure to Remedy; City Action:** If the work required to remedy the noticed default or violation is not commenced and diligently prosecuted to completion satisfactory to City within the time frame contained in the Notice, City may:
- i. Prohibit further development of the Parcel or withhold approvals, the issuance of building or other permits, establishment of utility service, final inspection or occupancy of any buildings on the Parcel;
 - ii. Complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its

surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and Improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City;

- iii. Collect from Developer the reasonable value of the work and Improvements not performed and completed by Developer to be measured by the anticipated costs and expenses of completing the same; or
- iv. Proceed under remedy (a) for a portion of the work and Improvements and for the remainder, pursue remedy (b).

Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9. Administrative Costs: If Developer fails to construct and install all or any part of the Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, in addition to the face amount specified in any security provided by Developer, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement, or in processing any legal action, or for any other remedies permitted by law.
10. Acceptance of Improvements: As-Built: If the Improvements are properly completed by Developer and approved by the City Engineer, and if the Improvements comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Improvements prior to such time as all of the Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Improvements by City, a notice of completion for the accepted Improvements shall be filed with the Recorder's Office of the County of Riverside, at which time the accepted Improvements shall become the sole and exclusive property of City without payment therefor. Completion of final inspection or issuance of occupancy permits by City for any buildings or structures located in the Parcel shall not be construed in any manner to constitute City's acceptance or approval of any Improvements. Notwithstanding the foregoing, City may not accept any Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Improvements. The drawings shall be certified and shall reflect the condition of the Improvements as constructed, with all changes incorporated therein.

11. Warranty and Guarantee: Developer hereby warrants and guarantees all Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Parcel in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City Council (“Warranty Period”). Acceptance of any Improvements by City shall not constitute an acknowledgment by City that the same are properly done or performed, except as to any items or matters readily apparent from an inspection thereof. Except as to such matters so readily apparent from an inspection, Developer shall repair any defects that occur in the Improvements within a one (1) year period following acceptance by City Council. During the Warranty Period, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty Period shall be at the sole cost, expense, and liability of Developer and its surety. As to any Improvements which have been repaired, replaced, or reconstructed during the Warranty Period, Developer and its surety hereby agree to extend the Warranty Period for an additional one (1) year period following City’s acceptance of the repaired, replaced, or reconstructed Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Improvement following expiration of the Warranty Period or any extension thereof. Developer’s warranty obligation under this section shall survive the expiration or termination of this Agreement.
12. Security: Upon Developer’s execution of this Agreement, Developer shall provide City with security to ensure faithful performance of all the provisions set forth in this Agreement, City ordinances, the Map Act and any and all other applicable rules and regulations. Subject to the approval of the City, Developer shall have the option to provide security in the form of a surety bond; cash deposit with the City; an instrument of credit or letter of credit; or combination thereof in the amounts and under the terms set forth below (“Security”). The amount of Security shall be based on the City Engineer’s or a designated licensed engineer’s (upon review and approval by the City Engineer) approximation of the actual cost to construct the Improvements, including the replacement cost for all landscaping (“Estimated Cost”). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer’s compliance with this provision shall in no way limit or modify Developer’s indemnification obligation provided in Section 17 of this Agreement. The Security shall be payable to the City upon default of this Agreement. Institutions providing Security on behalf of Developer shall hereinafter be referred to as “Surety.” All Security shall be issued on the form provided by the City, or one similar in nature approved by the City. The Developer and its Surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, Improvements, or the plans and specifications for the Improvements shall in any way affect its obligation under the Security.
13. Security Instruments: Security instruments shall be valid for the life of this Agreement and any subsequent extensions, and shall not terminate or expire until all the obligations under

this Agreement are fully satisfied. Developer and its Surety stipulate and agree that no extension of time, alteration, or addition to the terms of this Agreement, Improvements, or the plans and specifications for Improvements shall in any way affect its obligation under the Security. Payment obligations under any Security instruments shall exist at all times for the duration of this Agreement, litigation shall be required to be instituted and maintained in the County of Riverside, State of California, and Security instruments shall so provide for such. Each Security instrument shall at minimum survive for one (1) year after the completion of the Improvements as evidenced by the acceptance of the Improvements by the City. Each Security instrument shall provide that changes may be made to the Improvements pursuant to the terms of this Agreement without notice to any Surety (for bonds and letters of credit) and without affecting the obligations under such Security instrument.

- a) Bonds: Bonds shall be issued by one or more duly authorized corporate sureties. The Surety for any surety bonds provided as Security shall have a current A.M. Best's rating or Key Rating of no less than A: VIII, shall be licensed to do business in the State of California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its Surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and Surety shall keep bonds active and Developer shall continue to pay bond premiums until such time that written notification from the City is received by Surety releasing the bonds. Developer shall be capable of providing evidence of active bond coverage at all times during the term of this Agreement.
- b) Instrument of Credit/Letter of Credit: All instruments of credit or letters of credit shall be irrevocable and issued by one or more Sureties which are financial institutions subject to regulation by the state or federal government acceptable to City. The Surety must be chartered in the United States, have a rating of B or above, or a number rating of 40 or above in the Bank Watch Thomas Ratings, maintain an office in the State of California, maintain an agent for service of process in the State of California, and otherwise do business in the State of California. The instrument of credit or letter of credit shall name the City as beneficiary, and shall be renewed automatically on an annual basis for the term of this Agreement, except upon written instructions executed by both Developer and City. The instrument of credit or letter of credit shall be payable to the City at any time upon presentation of (i) a sight draft drawn on the issuing Surety, (ii) an affidavit executed by an authorized City representative stating that the Developer is in default under this Agreement, or (iii) the original letter of credit. The instrument of credit or letter of credit shall provide that sixty (60) days' prior written notice shall be given by Surety to the City Clerk and City Engineer of the pending non-renewal, if any, of the instrument of credit or letter of credit.
- c) Cash Deposits: Cash deposits may be in the form of cash, cashier's check, or bank check issued by Developer. In the case of a bank check, the deposit shall not be deemed received until such time that the check clears Developer's bank. Cash deposits will be placed in a separate City account and designated for this Agreement and Parcel.

Subsequent to default by Developer, City shall be entitled to unilaterally draw from cash deposits for use in the construction of all or a portion of the Improvements.

14. Required Security; Evidence of Security: The following Security shall be provided in consideration of City's approval of the Parcel. Evidence of Security shall be provided on the forms set forth by City unless other forms are deemed acceptable by the City Engineer and City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be incorporated herein by this reference.
- a) Performance Security: To guarantee the faithful installation and construction of the Improvements, to protect City if Developer is in default as set forth in Section 8 et seq. of this Agreement, and to secure Developer's one (1) year guarantee and warranty of the Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a Faithful Performance Security in the amounts set forth in Exhibit "C" which sum shall be not less than one hundred percent (100%) of the Estimated Cost. The City Manager may, in his/her sole and absolute discretion and upon recommendation of the City Engineer, authorize partial release of a portion, or portions of the Security provided under this section as Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Parcel, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Cost.
 - b) Labor & Material Security: To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for installation and construction of the Improvements, Developer shall provide City a Labor and Materials Security in the amounts set forth in Exhibit "C" which sum shall not be less than one hundred percent (100%) of the Estimated Cost. Security provided under this section may be released by written authorization of the City Manager after six (6) months from the date City accepts the final Improvements.
 - c) Monument Security: To secure the setting of monuments and guarantee payment to the licensed engineer or surveyor for the setting of all monuments, including without limitation, subdivision boundaries, lot corners, and street centerline monuments for the Parcel in compliance with the applicable provisions of the California Business and Professions Code Division 3, Chapter 15 and Section 18.24.080 of the City's Municipal Code (collectively the "Monuments"), Developer shall provide City a Monument Security in the amount set forth in Exhibit "C" which sum shall not be less than one hundred percent (100%) of the Estimated Cost for setting Monuments. Said Security may be released by written authorization from the City Manager, and City has received written acknowledgment of payment in full from the engineer or surveyor who set the Monuments, and City accepts the final Improvements to ensure Monuments have not been damaged during construction or other activities by Developer.
 - d) Warranty Security: To secure warranty of completed Improvements for a period of one (1) year following completion and acceptance by City Council thereof against any

defective work, labor, or defective materials furnished, Developer shall provide City warranty Security in the amount set forth in Exhibit "C" which sum shall not be less than twenty-five percent (25%) of the Estimated Cost. Security provided under this section may be released at the end of the Warranty Period, or extension thereof as provided in Section 11 of this Agreement, by written authorization of the City Manager, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Parcel. The warranty Security shall be a condition precedent to the acceptance of Improvements hereunder as being complete and the subsequent release of any other Security.

15. Release of Security Instruments: City shall release the Faithful Performance Security and Labor and Materials Security when all of the following have occurred.
- a) Upon written request thereof by Developer and provision of evidence of satisfaction of all other requirements in this Section;
 - b) Developer is current on all fees due to City for plan check services, permits, inspections, etc.;
 - c) all Improvements have been accepted by City Council;
 - d) Developer has delivered the warranty Security; and
 - e) if lien claims have been timely filed, City shall hold the Labor and Materials Security until such claims have been resolved or Developer has provided a statutory security, or otherwise as required by applicable law.

City shall release the warranty Security upon Developer's written request upon the expiration of the Warranty Period provided no claims are outstanding regarding defective work. All other Securities shall be released upon Developer's written request and confirmation that associated work has been completed to the satisfaction of the City.

16. Developer's Liability: No action of Developer shall be required for City to enforce its rights under any Security, and Developer agrees to cooperate with City to facilitate City's enforcement and to take no action to prevent City from such enforcement of any Security instrument. Notwithstanding the giving of any Security instrument or the subsequent expiration of any Security instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Developer shall be and remain personally liable for performance under this Agreement and for payment of the reasonable cost of the labor and materials for Improvements required to be constructed or installed hereby and shall, within ten (10) days after receipt of a written demand, deliver to City such substitute Security as City shall require satisfying the requirements in this Agreement.
17. Indemnification: Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to

any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors or subcontractors in connection with or arising out of installation, construction or maintenance of Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify, defend and hold City harmless shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

18. **Insurance:** Developer shall procure and maintain, and shall require its contractors and subcontractors to maintain at all times during construction of any Improvement during this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit. All Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A-:VII.
 - a) **General Liability:** Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. The Product and Completed Operations coverage under the policy shall extend a minimum of three (3) years after completion of the Improvements. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. The policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. The policy shall specifically provide for a duty to defend on the part of the insurer.
 - b) **Business Automobile Liability:** Business Automobile liability insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities arising out of or in connection with work performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

- c) Workers' Compensation: Worker's Compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.
- d) Builder's Risk Insurance: Developer shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Improvements and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Improvements; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Improvements materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Improvements site or any staging area.
- e) Pollution Liability Insurance. Developer shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Improvements site to the final disposal location, including non-owned disposal sites.
- f) Professional Liability: For any consultant or other professional who will engineer or design Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of Improvements. Such insurance shall be endorsed to include contractual liability.
- g) Additional Insured; Separation of Insureds: The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors and subcontractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.
- h) Certificates of Insurance: Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. City reserves the right to require complete, certified copies of all required

insurance policies, at any time. Developer shall replace any certificate, policy, or endorsement which will expire prior to the term of this Agreement. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days prior written notice to City or 10 days prior written notice to City in the event of nonpayment of insurance premium.

- i) Deductibles: Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
 - j) Primary Insurance; Waiver of Subrogation: The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.
19. Agreement Term: This Agreement shall survive any time allotted for completion of Improvements and shall not expire until such time that all Improvements have been accepted by City and, where bonds or letters of credits are issued, all Securities related thereto have been released by written notification from City to the respective Surety that issued said Security. Where there exists a cash deposit, this Agreement will expire upon acceptance of the Improvements by City.
20. Relationship Between the Parties: The Parties hereby mutually agree that neither this Agreement, any map related to Map No. 38386, nor any other related entitlement, permit, or approval issued by City for the Parcel shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.
21. General Provisions:
- a) Authority to Enter Agreement: Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.
 - b) References: Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. References to Developer shall include all personnel, employees, agents, contractors and subcontractors of Developer, except as otherwise specified in this Agreement. References to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this

Agreement. References to City Manager shall include the City Manager or his/her designee. City Engineer shall include the City Engineer, his/her designee, and other authorized City representatives.

- c) **Notices:** Depending upon the method of transmittal, notice shall be deemed received as follows: by email, as of the date and time sent; by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail, as of 72 hours after date of notice. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

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

DEVELOPER:

Amstar-LCI 1, LLC
Attn: Michael Johnson
13681 Newport Ave, Ste 8301
Tustin, CA 92780

- d) **Amendment:** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- e) **Waiver:** City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein; or City's failure to take an enforcement action with respect to a default, to declare a default or breach, or City's waiver of any breach of this Agreement shall not be construed as a waiver of prior default or breach, or any subsequent default or breach of the Developer and, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Improvements or this Agreement.
- f) **Assignment of Agreement:** Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. As a condition to City's consent, any assignee shall be required to provide Security as required by this Agreement.

- g) Binding Effect: Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.
- h) No Third Party Beneficiaries: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.
- i) Severability: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- j) Venue and Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.
- k) Attorneys' Fees and Costs: If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Parcel, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs, which shall include, without limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (a) post judgment motions and appeals, (b) contempt proceedings, (c) garnishment, levy, and debtor and third party examination, (d) discovery, and (e) bankruptcy litigation. This section shall survive the termination or expiration of this Agreement.
- l) Recordation: This Agreement shall be recorded with the Riverside County Recorder's Office.
- m) Counterparts: This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same Agreement.

CITY OF PERRIS

By: _____
Clara Miramontes, City Manager

DEVELOPER
Amstar-LCI 1, LLC

By: 
Michael Johnson
Manager

ATTEST:

By: _____
Nancy Salazar, City Clerk

NOTE: DEVELOPER'S SIGNATURES SHALL BE NOTARIZED AND AN APPROPRIATE NOTARY ACKNOWLEDGEMENT FORM MUST ACCOMPANY THIS SIGNATURE PAGE. CORPORATIONS REQUIRE TWO SIGNATURES, BOTH MUST BE OFFICERS OF THE COMPANY.

See Attached
Certificate

FEB 24 2026

Acknowledgment
 Jurat
 Copy Certificate

Vanessa Caro Anaya, Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }

County of Orange

On February 24, 2026 before me Vanessa Caro Anaya, Notary Public, personally appeared

Michael Johnson

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

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

WITNESS my hand and official seal.



SIGNATURE Vanessa Caro

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document:

EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL

PARCEL MAP 38386:

BEING A SUBDIVISION OF PARCELS 1 THROUGH 4 INCLUSIVE, TOGETHER WITH LETTERED LOTS "A", "B", "C", "D" AND "E" OF PARCEL MAP 12914 AS SHOWN BY MAP ON FILE IN BOOK 80 OF PARCEL MAPS, PAGE 63. TOGETHER WITH PARCELS 1 THROUGH 4, INCLUSIVE, TOGETHER WITH LETTER LOTS "A", "B", "C" AND "D" OF PARCEL MAP 12917 AS SHOWN BY MAP ON FILE IN BOOK 80 OF PARCEL MAPS, PAGE 62, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 17, TOWNSHIP 4 SOUTH, RANGE 3 WEST, RANCHO SAN JACINTO NUEVO.

EXHIBIT "B"

LIST OF IMPROVEMENTS & COST ESTIMATES

FINAL PARCEL MAP NO.: 38386

This Exhibit "B" is not intended to be a detailed description of all Improvements required and shall in no way limit the Improvements or other required facilities, or supersede any conditions of development or other requirements related to the Parcel or any subsequent approved plans, profiles and specifications.

STREET AND DRAINAGE	\$373,227.39
MONUMENT	\$2,500.00
WATER AND SEWER	\$4,570.00
LIGHTING AND LANDSCAPING	\$75,000.00



August 18, 2025

Survey Department
Attention: **Stuart McKibbin**
City of Perris
24 S. "D" Street, Suite 100
Perris, CA 92570

RE: **Parcel Map No. 38386**
City of Perris

MONUMENT BOND ESTIMATE

To Whom It May Concern:

This letter advises that the estimated fee for the monumentation of Parcel Map 38386, based upon the minimum cost, is \$2,500.00 for said Parcel Map.

If you have any questions regarding the foregoing, please contact me at (951) 686-1070.



Sincerely,

ALBERT A. WEBB ASSOCIATES

Michael Johnson, P.L.S.
Land Survey Practice Area Leader

RECEIPT

City of Perris
PERRIS
135 N. D Street

Application: GP24-05116
Application Type: Engineering/Grading/Rough/NA
Address: Perris, CA

Receipt No.	44498					
Payment Method	Ref Number	Amount Paid	Payment Date	Cashier ID	Received	Comments
Check	CHK #6227401947	\$2,500.00	08/28/2025	ENAJERA		MONUMENTATION BOND - PM 38386 ACCT #801-0000-2142

Work Description: PROJECT DPR 20-00020 PLAN CHECK FEES FOR PRECISE GRADING /ROUGH GRADING PLANS

EXHIBIT "C"

SECURITY CATALOGUE

FINAL PARCEL MAP NO.: 38386

In compliance with the terms of this Agreement, Developer has provided the below described Security in the amounts required therein. Security provided below serves as evidence of Developer's understanding of the provisions of this Agreement and the Improvements required. All securities are incorporated herein by reference and shall be made a part hereof.

Grading: Required Not Required

A Faithful Performance Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Amount in words Dollars (\$Amount) for the required grading and implementation and maintenance of the Storm Water Pollution Prevention Plan (SWPPP) and related Best Management Practices (BMPs), guaranteeing full performance of all the terms of this agreement.

A Labor and Materials Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Amount in words Dollars (\$Amount), securing payment to persons furnishing labor, materials, or equipment for performance of the required grading and implementation and maintenance of the Storm Water Pollution Prevention Plan (SWPPP) and related Best Management Practices (BMPs).

Street and Drainage: Required Not Required

A Faithful Performance Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Three hundred seventy-three thousand two hundred twenty-seven dollars and thirty-nine cents (\$373,227.39) for the required street and drainage improvements, guaranteeing full performance of all the terms of this agreement.

A Labor and Materials Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Three hundred seventy-three thousand two hundred twenty-seven dollars and thirty-nine cents (\$373,227.39), securing payment to persons furnishing labor, materials, or equipment for performance of the required street and drainage improvements.

A Warranty Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Ninety-three thousand three hundred six dollars and eighty-five cents (\$93,306.85), securing warranty of completed street and drainage improvements (must be provided prior to release of Faithful Performance Security).

Monument: Required Not Required

A Monument Instrument of Credit/Letter of Credit Cash Deposit in the amount of Two thousand five hundred dollars and zero cents Dollars (\$2,500.00), to secure the setting of required monuments and payment to persons for performance of setting the monuments.

Water and Sewer: Required Not Required

A Faithful Performance Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Four thousand five hundred seventy dollars and zero cents (\$4,570.00) for the required water and sanitary sewer improvements, guaranteeing full performance of all the terms of this agreement.

A Labor and Materials Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Four thousand five hundred seventy dollars and zero cents (\$4,570.00), securing payment to persons furnishing labor, materials, or equipment for performance of the required water and sanitary sewer improvements.

A Warranty Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of One thousand one hundred forty-two dollars and fifty cents (\$1,142.50), securing warranty of completed water and sanitary sewer improvements (must be provided prior to release of Faithful Performance Security).

Lighting and Landscape: Required Not Required

A Faithful Performance Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Seventy-five thousand dollars and zero cents (\$75,000.00) for the required lighting and landscaping improvements, guaranteeing full performance of all the terms of this agreement.

A Labor and Materials Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Seventy-five thousand dollars and zero cents (\$75,000.00), securing payment to persons furnishing labor, materials, or equipment for performance of the required lighting and landscape improvements.

A Warranty Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Eighteen thousand seven hundred fifty dollars and zero cents (\$18,750.00), securing warranty of completed lighting and landscape improvements, including maintenance of landscaping in a vigorous and thriving condition (must be provided prior to release of Faithful Performance Security).

ORIGINAL

THE PRINCIPAL'S PREDICATED LI
THE FINAL CONTRACT PRICE AND
IS SUBJECT TO ADJUSTMENT

ISSUED IN ONE ORIGINAL COUNTERPART

BOND NO. 101329965
PREMIUM: \$6,792.00

**CITY OF PERRIS
FINAL PARCEL MAP NO. 38386 IMPROVEMENTS
PERFORMANCE BOND**

WHEREAS, the City of Perris, State of California (hereinafter referred to as "City"), and Amstar-LCI 1, LLC (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, that may include, but are not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, water service, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as a condition of development (collectively the "Improvements"), which said agreement, dated _____, 2025, and identified as Subdivision Improvement Agreement Final Parcel Map No. 38386 (hereinafter called "Agreement"), is hereby referred to and made a part hereof; and

WHEREAS, the Improvements to be performed by Principal are more particularly set forth in that certain Agreement and documents incorporated therein; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement and to warranty and guarantee the Improvements constructed thereunder.

NOW, THEREFORE, we, the Principal and Merchants National Indemnity Company, as Surety, a corporation organized and existing under the laws of the State of Iowa, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the penal sum of Four Hundred Fifty-Two Thousand Seven Hundred Ninety-Seven and 39/100's DOLLARS (\$452,797.39) lawful money of the United States, said sum not being less than one hundred percent 100% of the total cost of the Improvements as set forth in the Agreement, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, or Principal's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, provisions, warranties and guarantees in the Agreement and any alteration thereof made as therein provided, on Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney fees,

incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the plans, profiles, or specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Improvements or to the plans, profiles, or specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named on September 8, 2025.

PRINCIPAL

Amstar-LCI 1, LLC

By: 

Michael Johnson
(Printed Name)

Manager
(Title)

SURETY

Merchants National Indemnity Company

By: 

Kenneth A. Coate
(Printed Name)

Attorney-in-Fact
(Title)

See Attached
Certificate
SEP 09 2025

Acknowledgment
Jurat
Copy Certificate

Vanessa Caro Arroya, Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }

County of Orange

Vanessa Caro Anaya, Notary Public

On September 9, 2025 before me _____, Notary Public, personally appeared

Michael Johnson

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

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

WITNESS my hand and official seal.

SIGNATURE _____

Vanessa Caro Anaya



PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

Final parcel improvements

NOTE:

EXECUTION BY PRINCIPAL (CORPORATIONS REQUIRE TWO SIGNATURES, BOTH MUST BE OFFICERS OF THE COMPANY) AND SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC. APPROPRIATE NOTARY ACKNOWLEDGMENT FORM AND AN EXECUTED ATTORNEY-IN-FACT FORM SIGNIFYING POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST ACCOMPANY THIS BOND.

For City use only

Bond Reference: Grading Street and Drainage Monument
 Water and Sewer Lighting and Landscape

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andrea Paris; Jonathan Cagner; Julia B Bales; Kenneth A Coate; Stephanie D Fisher

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

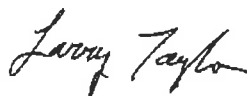
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this Instrument to be signed and sealed this 2nd day of June, 2025.




**MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY**

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of September, 2025.




Secretary

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Riverside }

On SEP 08 2025 before me, Mariah Giselle Barela, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kenneth A. Coate
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature MGB
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

ORIGINAL

THE PREMIUM IS PREDICATED ON
A PERCENT CONTRACT PRICE AND
IS SUBJECT TO ADJUSTMENT.

ISSUED IN ONE ORIGINAL COUNTERPART

BOND NO. 101329965
PREMIUM: INCLUDED IN THE
PREMIUM CHARGED FOR
THE PERFORMANCE
BOND

**CITY OF PERRIS
FINAL PARCEL MAP NO. 38386 IMPROVEMENTS
LABOR AND MATERIALS BOND**

WHEREAS, the City of Perris, State of California (hereinafter referred to as "City"), and Amstar-LCI 1, LLC (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, that may include, but are not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, water service, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as a condition of development (collectively the "Improvements"), which said agreement, dated _____, 2025 and identified as Subdivision Improvement Agreement Final Parcel Map No. 38386 (hereinafter called "Agreement"), is hereby referred to and made a part hereof; and

WHEREAS, the Improvements to be performed by Principal are more particularly set forth in that certain Agreement and documents incorporated therein; and

WHEREAS, under the terms of the Agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, the Principal and undersigned as corporate Surety, a corporation organized and existing under the laws of the State of Iowa, and duly authorized to transact business under the laws of the State of California are held and firmly bound unto City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of Four Hundred Fifty-Two Thousand Seven Hundred Ninety-Seven and 39/100's DOLLARS (\$452,797.39) lawful money of the United States of America, said sum not being less than one hundred percent 100% of the total cost of the Improvements as set forth in the Agreement. We, the Principal and Surety bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that for work, services, equipment, materials furnished or other supplies, or labor thereon of any kind used in, upon, for, or about the performance of the work, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in

successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or the plans, profiles or specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition to the terms of the Agreement or to the Improvements or to the plans, profiles, or specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on September 8, 2025.

PRINCIPAL

Amstar-LCI 1, LLC

By: 

Michael Johnson
(Printed Name)

Manager
(Title)

SURETY

Merchants National Indemnity Company

By: 

Kenneth A. Coate
(Printed Name)

Attorney-in-Fact
(Title)

See Attached
Certificate
SEP 09 2025
Acknowledgment
Oural
Copy Certificate

Vanessa Caro Anaya, Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }

County of Orange

Vanessa Caro Anaya, Notary Public

On September, 2025 before me _____, Notary Public, personally appeared

Michael Johnson

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

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

WITNESS my hand and official seal.



SIGNATURE _____

Vanessa Caro Anaya

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: Final parcel improvements

NOTE:

EXECUTION BY PRINCIPAL (CORPORATIONS REQUIRE TWO SIGNATURES, BOTH MUST BE OFFICERS OF THE COMPANY) AND SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC. AN APPROPRIATE NOTARY ACKNOWLEDGMENT FORM AND AN EXECUTED ATTORNEY-IN-FACT FORM SIGNIFYING POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST ACCOMPANY THIS BOND.

For City use only

Bond Reference: Grading Street and Drainage Water and Sewer
 Lighting and Landscape

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andrea Paris; Jonathan Cagner; Julia B Bales; Kenneth A Coate; Stephanie D Fisher

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

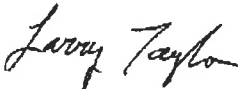
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025

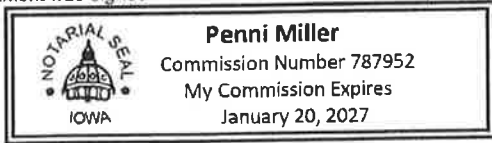



**MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY**

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of September, 2025




Secretary

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Riverside }

On SEP 08 2025 before me, Mariah Giselle Barela, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Kenneth A. Coate
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature MGB
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

ORIGINAL

OFFICE OF THE COUNTY CLERK
COUNTY OF SAN DIEGO
1000 G STREET, SUITE 100
SAN DIEGO, CALIFORNIA 92101

ISSUED IN ONE ORIGINAL COUNTERPART

BOND NO. 101329965
PREMIUM: INCLUDED IN THE
PREMIUM CHARGED FOR
THE PERFORMANCE
BOND

**CITY OF PERRIS
FINAL PARCEL MAP NO. 38386 IMPROVEMENTS
WARRANTY BOND**

WHEREAS, the City of Perris, State of California (hereinafter referred to as "City"), and Amstar-LCI I, LLC (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, that may include, but are not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, water service, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as a condition of development (collectively the "Improvements"), which said agreement, dated _____, 2025, and identified as Subdivision Improvement Agreement Final Parcel Map No. 38386 (hereinafter called "Agreement"), is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond to guarantee and provide warranty of the Improvements installed for a period of one (1) year following the completion and final acceptance by City thereof against any defective work or labor done, or materials furnished.

WHEREAS, said work has been or will be completed by the Principal.

NOW, THEREFORE, we, the Principal and Merchants National Indemnity Company, as Surety, a corporation organized and existing under the laws of the State of Iowa, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the penal sum of One Hundred Thirteen Thousand One Hundred Ninety-Nine and 35/100's DOLLARS (\$113,199.35) lawful money of the United States, said sum not being less than twenty-five percent 25% of the total cost of the Improvements as set forth in the Agreement, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, or Principal's heirs, executors, administrators, successors or assigns, shall maintain or cause to be maintained, the Improvements in good condition and correct any deficiency in workmanship or materials that arise or are discovered during the warranty period, and in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, provisions, warranties and guarantees in the Agreement and any alteration thereof made as therein provided, Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and

employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the plans, profiles, or specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Improvements or to the plans, profiles, or specifications.


IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named on September 8, 2025.

PRINCIPAL

SURETY

Amstar-LCI 1, LLC

Merchants National Indemnity Company

By:  _____

By:  _____

Michael Johnson
(Printed Name)

Kenneth A. Coate
(Printed Name)

Manager
(Title)

Attorney-in-Fact
(Title)

NOTE: EXECUTION BY PRINCIPAL (CORPORATIONS REQUIRE TWO SIGNATURES, BOTH MUST BE OFFICERS OF THE COMPANY) AND SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC. APPROPRIATE NOTARY ACKNOWLEDGMENT FORM AND AN EXECUTED ATTORNEY-IN-FACT FORM SIGNIFYING POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST ACCOMPANY THIS BOND.

For City use only
Bond Reference: Street and Drainage Water and Sewer Lighting and Landscape

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }

County of Orange

Vanessa Caro Anaya, Notary Public

On September 9, 2025 before me _____, Notary Public, personally appeared

Michael Johnson

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

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

WITNESS my hand and official seal.



SIGNATURE _____

Vanessa Caro

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: final parcel improvements

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andrea Paris; Jonathan Cagner; Julia B Bales; Kenneth A Coate; Stephanie D Fisher

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

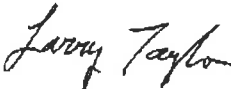
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025.

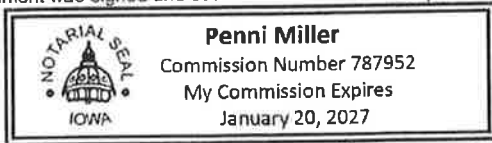



**MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY**

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of September, 2025.




Secretary

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Riverside }

On SEP 08 2025 before me, Mariah Giselle Barela, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Kenneth A. Coate
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature MGB
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

ATTACHMENT 5

Conditions of Approval (For Reference Only)

Due to the size of the file, the document is on file with the Planning Division and available online at:

[https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-338#docfold 1206 1313 479 338](https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-338#docfold_1206_1313_479_338)

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

RECOMMENDED CONDITIONS OF APPROVAL

**Specific Plan Amendment 22-05052,
Development Plan Review 20-00020,
Tentative Parcel Map 22-05029 (TPM 38386)**

October 10, 2023

PROJECT: Proposal o 1) amend the Circulation Plan of the Perris Valley Commerce Center Specific Plan for the removal of Russell Way, an existing paper street; 2) merge eight (8) existing parcels into one (1) parcel, and 3) to approve a Development Plan Review to facilitate the construction, and operation of a 301,101 square foot industrial warehouse on a 20.14-acre site. (APNs: 300-250-010, 011, 012, 013, 014, 015 & 016). **Applicant:** Michael Johnson of Lake Creek Industrial, LLC.

General Requirements:

1. **Approval Period for Development Plan Review 20-00020.** In accordance with P.M.C. Section 19.50.080, Expiration and Extension of Time, this approval shall expire three (3) years from the date of City Council approval. Within three years, the applicant shall demonstrate the beginning of substantial construction as contemplated by this approval, which shall thereafter be diligently pursued to completion, or substantial utilization. A maximum of three (3) one-year extensions may be requested. A written request for extension shall be submitted to the Planning Division at least ten (10) days prior to the initial (and any subsequent extension) expiration of the Development Plan Review.
2. **Mitigation Monitoring Program.** The project shall fully comply with all provisions of the adopted Mitigation Monitoring and Reporting Program (MMRP) for Environmental Impact Report (SCH: 2022110113). The MMRP Checklist is attached to reduce potential aesthetic, air quality and greenhouse gas, biological resources, cultural resources, energy, geology and soils, hazards and hazardous materials, noise, transportation, tribal cultural resources, and wildfire impacts, and shall be implemented in accordance with the timeline, reporting and monitoring intervals listed.
3. **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.
4. **Specific Plan Compliance.** The project shall conform to the standards of the Perris Valley Commerce Center Specific Plan (PVCCSP).
5. **Conformance to Approved Plans.** Development of the project site, building elevations, and conceptual landscaping shall conform substantially to the approved set of plans presented at the December 21, 2022, City Council meeting, or as amended by these conditions. Any deviation shall require appropriate Planning Division review and approval.
6. **Building Official/Fire Marshal.** The proposed project shall adhere to all requirements of the Building Official/Fire Marshal. The applicant shall submit a fire access and fire underground plan prior to construction drawings. 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 Planning Division and Engineering Department Conditions of Approval shall be reproduced in full on construction drawings and grading plans, located immediately following the cover sheet of such plans. The applicant shall annotate each Condition on the construction plans to indicate the manner by which each condition has been satisfied (i.e., sheet and detail numbers).
7. **City Engineer's Conditions.** The project shall comply with all requirements of the City Engineer's Conditions of Approval dated September 11, 2023.
 8. **Fire Department Conditions.** The project shall comply with all Conditions of Approval by the Fire Department dated July 5, 2021, consisting of the following requirements:
 - a. Prior to the to the issuance of a grading permits a fire department access plan shall be submitted to the City of Perris for review and approval. The fire department access plan shall comply with the requirements specified by the City of Perris Guideline for Fire Department Access & Water Requirements for Commercial & Residential Development, and the California Fire Code, Chapter 5.
 - b. Prior to the to the issuance of a grading permits, evidence of sufficient fire flow of 1500 GPM for 2- 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.
 - c. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction.
 - d. 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.
 - c. Prior to construction a temporary address sign shall be posted and clearly visible from the street.
 - f. 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 fronting the property and comply with California Fire Code Section 505.1 for size and color.
 - g. City of Perris approval shall be obtained prior to the storage and/or use of hazardous materials as defined by the California Fire Code.
 - h. 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.
 9. **Public Works Conditions.** The project shall comply with all Conditions of Approval by the Public Works Department revised July 31, 2023.
 10. **Building Conditions.** The project shall comply with all Conditions of Approval by the Building Department dated January 25, 2021.

11. **Community Services Conditions.** The project shall comply with all Conditions of Approval by the Community Services Department dated February 22, 2021.
12. **ADA Compliance.** The project shall conform to all disabled access requirements in accordance with the State of California, Title 24, and Federal Americans with Disabilities Act (ADA).
13. **Southern California Edison.** The applicant shall contact the Southern California Edison (SCE) area service planner (951) 928-8323 to complete the required forms prior to commencement of construction.
14. **Exterior Downspouts.** Exterior downspouts are not permitted on the elevations of any building where exposed to public view. Interior downspouts are required.
15. **Screening of Roof-Mounted Equipment.** Parapet walls shall prevent public views of roof-mounted equipment.
16. **Utilities.** All utility facilities attached to buildings, including meters and utility boxes, shall be enclosed within cabinets, as appropriate, and/or painted to match the building to which they are affixed.
17. **Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.
18. **Graffiti** located on site shall be removed within 48 hours. The site shall be maintained in a graffiti-free state at all times. Graffiti shall be painted over in panels and not patches. The paint used in the removal of graffiti shall match the existing color.
19. **Property Maintenance.** The project shall comply with provisions of 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 identified in Public Works Department Condition of Approval No. 5, dated July 31, 2023.
20. **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 an 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 SPA 22-05052, DPR 20-00020, and TPM 22-05029. The City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.
21. **Notice of Determination.** Within five (5) days of City approval, the applicant shall work with Planning Division staff on filing the Notice of Determination and applicable fee to the Riverside County Clerk Recorder for the project Mitigated Negative Declaration.

22. **Preliminary Water Quality Management Plan (PWQMP).** A Preliminary WQMP was prepared for the proposed project site. All PWQMPs were determined to be in substantial compliance, in concept, with the Riverside County WQMP Manual requirements. Additional Engineering Department review is required to determine if the proposed retention basin is adequately sized to meet the minimum 100 year storm event volumes. The following two 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 the Retention Basin. The Public Work Department shall review and approve the Final WQMP text, plans and details.
23. **Construction Practices.** To reduce potential traffic, noise, and air quality impacts, the mitigation measures listed in the Mitigation Monitoring 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.

Project-Specific Requirements:

24. **Building Setback.** No truck parking shall be permitted within 75 feet from the 14-foot-high screen wall along the west side of the site.
25. **Western Landscape Planter.** A 35-foot-wide landscape planter shall be provided along the west side of the property adjacent to the screen wall and shall include tall, native and drought tolerant trees.
26. **Accent Color.** The applicant shall work with Planning Division Staff on an accent color compatible with other industrial buildings in the surrounding area and ensure the rear and front building elevations are articulated.
27. **Employee Amenities.** A minimum of one (1) indoor employee amenity and two (2) outdoor employee amenities are required for buildings over 100,000 square feet. The indoor amenity may include cafeterias to weight rooms. The outdoor amenities may include walking trails and recreational facilities.
28. **On-street Parking.** On-street parking of vehicles, trucks, or trailers associated with the project is strictly prohibited.
29. **Security.** The Police Department shall review the security plan and placement of video cameras prior to installation. Video footage from on-site security cameras shall be provided to the Police Department upon demand. Additionally, the guard shack shall be locked at all times when no guard is present.

30. **Screen Walls.** The colors and patterns shall complement the building materials and color palette of the buildings. The truck courts will be framed by 14-foot concrete screen walls including returns to screen truck loading activities from the public right-of-way. The eastern property boundary will be separated from the adjacent uses by 8-foot high wrought iron fencing.
31. **Transit Refrigeration Units.** The use of transit refrigeration units (TRUs) shall be strictly prohibited.
32. **Signs.** This approval does not include signs, which shall conform to the Perris Crossing Sign Program. Applicant shall apply for a separate sign permit and all signs shall be reviewed and approved by the Planning Division prior to the issuance of building permits.
33. **State, County and City Ordinances.** All tenants shall maintain in compliance with all State, County and City ordinances, including but not limited to an annual fire inspection and maintenance of a City business license.
34. **March Air Reserve Base.** Notice regarding proximity to the March Air Reserve Base (i.e. to be provided by March Air Reserve Base) shall be given to all prospective purchasers of the property and tenants of the building. The project shall comply with the following Conditions of Approval issued by the Airport Land Use Commission on November 10, 2022:

Outdoor Lighting. Any outdoor lighting installed shall be hooded or shielded so as to prevent either spillage of lumens or reflection into the sky. Outdoor lighting shall be downward facing.

Prohibited Uses. The following uses/activities are not included in the proposed project and shall be prohibited at this site:

- a. 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.
- b. 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.
- c. 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.)
- d. Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
- e. Children's schools, day care centers, libraries, hospitals, skilled nursing and care

facilities, congregate care facilities, hotels/motels, places of assembly (including but not limited to places of worship and theaters), buildings with more than 3 aboveground habitable floors, and critical community infrastructure facilities.

f. 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.

g. Other Hazards to flight.

Avigation Easement. Prior to issuance of building permits, the landowner shall convey an avigation easement to the March Inland Port Airport Authority or its successor in interest or provide evidence that such easement has been previously conveyed. The Airport Authority may waive this requirement in the event that the Authority determines that pre-existing avigation easements dedicated to the United States of America are sufficient to address its needs. Contact the March Joint Powers Authority at (951) 656-7000 for additional information.

Notice to Property Owners. The attached “Notice of Airport in Vicinity” shall be provided to all prospective purchasers and occupants of the property.

Detention Basins. 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 name, telephone number or other contact information of the person or entity responsible to monitor the stormwater basin.

Electromagnetic radiation. 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.

Noise. Noise attenuation measures shall be incorporated into the design of the office areas of the building, to the extent such measures are necessary to ensure that interior noise levels from aircraft operations are at or below 45 CNEL.

Solar Glare. The project does not propose rooftop solar panels at this time. However, if the project were to propose solar rooftop panels in the future, the applicant/developer shall prepare a solar glare study that analyzes glare impacts, and this study shall be reviewed by the Airport Land Use Commission and March Air Reserve Base.

ALUC Review. The project has been evaluated as 301,101 square feet of warehouse area, 4,000 square feet of first floor office area, and 4,000 square feet of second floor office mezzanine area. 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 areas will require an amended review to evaluate consistency with the ALUCP compatibility criteria, at the discretion of the ALUC Director.

Prior to Grading Permit Issuance:

35. **Water Quality Management Plan (WQMP).** The applicant shall submit a final WQMP substantially in conformance with the approved Preliminary WQMP including, but not limited to, plans and details providing the elevations, slopes, and other details for the proposed structural source control BMPs, and vegetative swales. The Public Works Department shall review and approve the final WQMP plans and details.
36. **Planning Clearance.** The applicant shall first obtain clearance from the Planning Division verifying that all pertinent conditions of approval have been met.

Prior to Building Permit Issuance:

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 SF 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.) or provide funding equivalent to such cost at the discretion of the City.
38. **Community Benefit. The applicant shall make a payment equivalent to \$2.00 per building square foot, or \$602,202, for community benefits related to improvements at Paragon Park in the City of Perris or as determined by the City.**
39. **Site Lighting Plan.** The site lighting plan shall conform to the requirements of the City's adopted Mount Palomar Ordinance and be submitted to the Planning Division for final review and approval. Full cutoff fixtures shall be used to prevent light and glare above the horizontal plane of the bottom of the lighting fixture. A minimum of one (1) foot-candle of light shall be provided in parking and pedestrian areas.
40. **Trash Enclosures.** A covered trash enclosure constructed to City standards is required. The trash enclosure shall be easily accessible to the tenant and be screened by landscaping from the public view. The split-face blocked wall trash enclosure shall have an overhead

trellis treatment. Elevations shall be included on final landscape plans for review and approval by the Planning Division.

41. **Landscaping Plans.** Prior 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 landscape and irrigation plan 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 landscaping shall be consistent with the conceptual landscape plan.
- a. **BMPs for Water Quality.** All BMPs (vegetated swales, detention basins, etc.) shall be indicated on the landscape plans with appropriate planting and irrigation, including the detention basin.
 - b. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for final landscape inspection after all the landscaping and irrigation has been installed and is completely operational. Before calling for a final inspection, a "Certificate of Compliance" form shall be completed and signed by the designer/auditor responsible for the project, and submitted to the project planner for approval.
42. **Fees.** Prior to issuance of building permits, the developed shall pay the following fees:
- a. Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre
 - b. Development Impact Fees
 - c. Multiple Species Habitat Conservation Plan fees
 - d. Statutory school fees in effect to all appropriate school districts
 - e. RBBD fees
 - f. District drainage fees
 - g. All fees identified on Conditions of Approval from other department or instituted prior to issuance of a building

Prior to Issuance of Occupancy Permits:

43. **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 prior to the issuance of a Certificate of Occupancy. This condition shall apply only to districts existing at the time 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. Any other applicable City Assessment and Community Facilities District.

44. **Truck Routes.** The applicant shall notify all truck drivers of the truck routes adopted by the City. Signs shall be provided on site and within the public right of way to direct all trucks to use designated truck routes.
45. **On Site Landscape Inspections.** The project applicant shall inform the onsite 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 Landscape Architect/ 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.
46. **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 required paving, parking, walls, site lighting, landscaping and automatic irrigation installed and in good condition.

END OF CONDITIONS



CITY OF PERRIS

STUART E. MCKIBBIN, CONTRACT CITY ENGINEER

CONDITIONS OF APPROVAL

P8-1493

December 14, 2022

Revised at Planning Commission January 18, 2023

Revised by staff September 11, 2023

DPR 20-00020 – TPM 38386

Lake Creek Industrial LLC – West

Redlands Ave.

APNs 300-250-009 thru -016

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

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

City Engineer. The developer/property owner shall accept the offsite runoff and convey to acceptable outlet.

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. Truck access shall be ~~limited to~~ **and from** I-215/Harley Knox Boulevard Interchange, Harley Knox Boulevard and Redlands Avenue; **and to and from I-215/Placentia Avenue Interchange, Placentia Avenue, Indian Avenue, Morgan Street and Redlands Avenue.**

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

Prior to Recordation of the Parcel Map:

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

5. 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 as directed by the City Engineer:

- a. Onsite Precise Grading Plan and Erosion Control Plans; plans shall show the WDID No.
- b. Street and Storm Drain Improvement Plans
- c. Signing and Striping Plans
- d. Water and Sewer Improvement 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.

6. Redlands Avenue is classified as a Secondary Arterial (94'/70') per the General Plan. A 44 foot half width right-of-way is currently dedicated on Redlands Avenue along the property frontage; adequate right-of-way however shall be dedicated on Redlands Avenue along the property frontage to accommodate a 52 foot half width dedicated right-of-way to accommodate a 17 foot wide parkway consisting of a **10** ~~13~~ foot wide

Class I Shared Use Path and a ~~4 foot wide~~ landscaped planter as approved by the Public Works Department.

7. 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.

8. Relinquish and waive rights of access to and from Redlands Avenue on the Map other than the access opening as shown on the site plan.

9. 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.

10. 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.

11. 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 and existing 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:

12. 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 as deemed applicable by the City Engineer:

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

13. The treated onsite runoff shall be collected and conveyed via underground drainage facilities connecting to Perris Valley Master Drainage Plan (PVMDP) Line A-B in Rider Street discharging into Perris Valley Storm Drain Channel.

14. Site circulation, shall be such that auto and truck access and parking are distinct and separate.

15. Three points of access/driveways are permitted to the site:

- The northerly driveway shall be designated for truck access only and shall be restricted to right-in only (the southerly return of the driveway shall be reversed),
- The middle driveway shall be designated for auto access only and restricted to right-in/right-out and left in only, and
- The southerly driveway shall be designated for truck access only and shall be restricted to right-in/left out only (the southerly return of the driveway shall be reversed).

16. 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.

17. The lengths of the designated turn lane pockets within the raised landscaped median shall be determined by the project's Traffic Engineer and approved by the City Engineer.

18. The developer/property owner shall pay to the City \$150,000 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:

19. Parcel Map 38386 shall be submitted to the City for review and approval and subsequently recorded.

20. 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.

21. Water and sewer Improvement Plans, per Fire Department and EMWD standards, shall be submitted to the City Engineer for review and approval.

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

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

24. 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:

25. Redlands Avenue (Secondary Arterial - 104'/70') along the property frontage within the dedicated right-of-way shall be improved to provide for a 12 foot wide raised landscaped median, 29 foot wide asphalt pavement west of the raised landscaped median and 14 foot wide asphalt pavement east of the raised landscaped median (using a TI of 10.0 and PG 70-10), 8 inch curb and gutter located 35 feet west of street centerline, **10 13** foot wide Class I Shared Use Path per the Active Transportation Plan and streetlights, **to include Smart Photocells** subject to the photometric analysis, per City of Perris, County of Riverside and Caltrans standards.

The **10 13** foot **wide Class I Shared Use Path shall consist of a 10 foot wide sidewalk per County of Riverside Standards** ~~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.~~

26. Redlands Avenue at the truck designated driveways shall be concrete paved to withstands truck maneuvers as directed by the City Engineer.

27. The existing power poles on Redlands Avenue along the property frontage shall be removed and cables (under 66 kv) including the communication cables shall be undergrounded.

28. The condition of the existing pavement on Redlands Avenue along the property frontage shall be evaluated by the developer/property owner to determine the extent of pavement rehabilitation as approved by City Engineer. If the existing pavement is in good condition, the developer/property owner may use grind and overlay technique as determined by the City Engineer.

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

30. 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 E. McKibbin
Contract City Engineer



CITY OF PERRIS

PUBLIC WORKS DEPARTMENT

Engineering Administration

NPDES

Special Districts (Lighting, Landscape, Flood Control)

MEMORANDUM

Date: July 31, 2023

To: Chantel Power, Project Planner

From: Joseph Rivera, Program Coordinator

By: Chris Baldino, Landscape Inspector

Subject: **DPR 20-00020– Conditions of Approval**

Proposal to construct a 305,780 s.f. industrial building on 18.91 acres along the west side of Redlands Avenue between Rider Street and Placentia Avenue, within the Perris Valley Commerce Center (PVCC) Specific Plan

-
1. **Dedication and Landscape Maintenance Easement.** Offer of Dedication and/or Landscape Maintenance Easement for City landscape maintenance district shall be provided as follows:
 - **Redlands Avenue** – Provide offer of dedication as needed to provide for full half width Street (94' ROW (47' half-width), raised median, curb gutter, 10' wide shared use sidewalk, and off-site landscaping requirements, per City General Plan, including the minimum parkway, plus an additional 4' easement, totaling 14' public parkway from face of curb. An additional 4' of landscape easement shall be required to provide for the required shared use sidewalk (pedestrian/bicycle), to be integrated with parkway landscape.
 - **Redlands Avenue Median-** Provide a 14' wide raised landscape median fronting the project and extending south along Redlands Avenue, as determined by the City Engineer's Office.

 2. **Landscape Maintenance Easement and/or Landscape Easement Agreement.** The developer shall provide, for review and approval, an Offer of Dedication and certificate of acceptance, complete with a 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 4' landscape easement and Landscape easement agreement, acceptable to the City of Perris, for any required shared use path (bicycle/pedestrian). 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 "LMD Off-site Landscape Plan DPR 20-00020" and shall be mutually 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 curbs, 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:

- **Redlands Ave**- Provide a 4' wide planter area adjacent to curb in accordance with Section 6.2.1 Streetscape Landscape design guidelines and planting pallet for Secondary Arterials, and figure 6.0-6 of the PVCCSP, for sizing and spacing requirements. Planting will be the same plant pallet as new project to the north on Redlands Ave. Street Tree Primary: Rhus Lancia African Sumac Tree; Secondary (accent tree): Lagerstroemia India Tribe Varieties. Use drought resistant shrubs and ground cover intended to complement the existing parkways to the north along Redlands Avenue, including but not limited to the following Kangaroo Paw, Rhipidolepis umbellate Dwarf, Nelia Grasses, Agave, Lantana yellow/purple, Red Yucca, Red Hot Poker.
 - **Redlands Avenue Bicycle Path**- Provide a 10' wide shared use sidewalk for Pedestrian/bicycle.
 - **Redlands Avenue Landscape Median**- Per Section 6.2.1 Streetscape Landscape design guidelines and planting pallet for Secondary Arterials, and figure 6.0-6 of the PVCCSP for sizing and spacing requirements. Planting will be the same plant pallet as new project to the north on Redlands Avenue. Median Street Tree is Platanus Acerfoilia/London Plane Tree. Shrubs and ground cover will consist of Diets Bi-color/Fortnight Lily, Lantana Camara Patriot Rainbow/Compact Lantana, Lantana 'New Gold'/New Gold Lantana.
- 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 Rainbird XBT-20PC emitters on GPH flexible PVC risers, Sentry Guard Cable Guard and Union Guard, backflow Wilkens Model 375 (or equal), flow sensor Creative Sensor Technology FS1-TI5-001 or Data Industrial 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. The 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. Parkway and Median shall require separate meters. 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). Parkway and Median shall require separate controllers. 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 mulched 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 Cobbled Turn Lane**-Provide 12" wide concrete maintenance band (safety edge) around entire median. At turn pockets provide mortared cobbled creek bed, round stone sized 6" and 12".
 - k. **Perimeter Walls Graffiti Coating**- Provide anti-graffiti coating at all perimeter walls. Acceptable products shall include Vitrocem Anti-Graffiti Coating or equal.
 - l. **Slopes 3:1 Maximum** - Any proposed slope will not exceed a 3:1 ratio. Slopes exceeding a 3:1 ratio shall require construction of appropriate reinforcing garden walls.
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 the actual inspection. Contact Public Works-Engineering Administration/Special Districts at (951) 956-2120 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, with all equipment and irrigation system fully operational.

- **Inspection #4** - A joint inspection with the Development Inspector and LMD Inspector and Applicant to request for "Start of 1 year Maintenance Period" submitted, with all required turn-over submittal items provided to Public-Works Special Districts and Storm Water Division.
 - **Turn-Over (Inspection #5)**- On or about the one-year anniversary of Inspection #4, 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 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 turnover 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. Streetlights will be owned by City of Perris not SCE. Streetlights 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) 956-2120 to schedule the delivery of all required turn-over submittal items. Prior to acceptance into Lighting District 84-1, coordinate turnover

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 the 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 photocopy 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.
 - **Consent and Waiver for Landscape Maintenance District No. 1** – New off-site parkway landscape, medians, and shared use path proposed by the project.
 - **Petition for Flood Control Maintenance District No. 1** -For Off-site Flood Control Facilities proposed by the project.
- Original notarized document(s) to be sent to:
Daniel Louie
Wildan Financial Services
27368 Via Industrial, #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.



CITY OF PERRIS
COMMUNITY SERVICES

MEMO

To: Chantal Power, Senior Planner
From: Sabrina Chavez, Director of Community Services
cc: Arcenio Ramirez, Community Services Manager
Joshua Estrada, Parks Coordinator
Jessica Galloway, Project Coordinator
Date: February 22, 2021
Subject: Development Plan Review - #20-00020
Applicant: Michael Johnson, Lake Creek Industrial LLC.

Community Services Staff reviewed DPR #20-00020 and offer the following comment(s):

Development Impact Fees – Park Facilities

The Proposed Project is a proposed warehouse building on the West side of Redlands Avenue south of Rider Street and is subject to payment of the following fees:

- Park Development Impact Fees
- Public Art Fees

Special Districts

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

Trails and Connectivity

- Developer to include a Class 1 Bike Path on Redlands Avenue as recommended in the Active Transportation Plan, please reference Engineering Conditions.

SRC COMMENTS
***** BUILDING & SAFETY *****

Planning Case File No(s): DEVELOPMENT PLAN REVIEW #20-00020

Case Planner: Chantal Power (951) 943-5003, ext

Applicant: Michael Johnson

Location: South of Rider Street, West of Redlands Ave.

Project:

Proposal to construct a 305,780 shell building on eight vacant parcels

APN(s): 300-2509, 010, 011, 012, 013, 014, 015 and 016

Reviewed By: David J. Martinez, CBO

Date: 1-25-2021

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. You will be required to comply with the EV Charging station requirements
4. The proposed new building will have to comply with both the ADA and Title 24 Access Regulations

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
 - F. The parcels will have to be consolidated prior to permit issuance

FIRE CONDITIONS: To Be provided by Dennis Grubb

ATTACHMENT 6

**City Council Staff Report without
Attachments – Dated October 10, 2023**



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

- MEETING DATE:** October 10, 2023
- SUBJECT:** Specific Plan Amendment 22-05052, Tentative Parcel Map 22-05029 (TPM 38386), and Development Plan Review 20-00020 – A proposal to consider the following entitlements to facilitate the construction of a 301,101 square foot industrial building on a 20.14-acre site, located on the west side of Redlands Avenue between E. Rider Street and Placentia Avenue, in the Perris Valley Commerce Center Specific Plan (PVCCSP): 1) Specific Plan Amendment to remove a paper/unimproved street on the project site; 2) Tentative Parcel Map to merge eight (8) existing parcels into one (1) parcel; and 3) Development Plan Review for the site plan and building elevations. Applicant: Michael Johnson of Lake Creek Industrial, LLC
- REQUESTED ACTION:** Adopt Resolution No. (next in order) adopting the Mitigated Negative Declaration (MND) No. 2377 and the Mitigation Monitoring and Reporting Program (MMRP) and approve Tentative Parcel Map 22-05029 (TPM-38386) and Development Plan Review 20-0020 to facilitate the construction of a 301,101 square foot industrial building, based on the findings and subject to the Conditions of Approval; and
- Introduce First Reading of Ordinance No. (next in order) approving Specific Plan Amendment 22-05052 to remove Russell Way, a paper/unimproved street, subject to the information contained in the staff report and making findings in support thereof.
- CONTACT:** Kenneth Phung, Director of Development Services

BACKGROUND:

Planning Commission Meeting

On January 18, 2023, the Planning Commission voted 3 to 1 (1 Absent) to recommend approval to the City Council of the proposed Redlands West Industrial Development, consisting of a 334,040 square foot warehouse distribution building, consisting of a 4,000 square foot mezzanine, an 8,000 square foot office area. The proposal involves a Specific Plan Amendment to remove a paper street

on the project site, a Tentative Parcel Map to consolidate eight parcels into a single 20.14-acre parcel, and a Development Plan Review for approval of the site plan and building elevations.

As part of the recommendation for approval, the Planning Commission recommended enhancing the architecture of the building elevations, providing a minimum 25-foot landscape setback and a 75-foot building setback from the rear masonry wall.

City Council Meetings

Prior to the scheduled City Council hearing on February 28, 2023, the applicant submitted a continuance request to the April 11, 2023, meeting, as the applicant wanted to further improve on the project layout based upon the feedback of the Planning Commission. Before acting on the request to continue the project, the Council opened the item for public comments, and a Perris resident in proximity to the site spoke, stating she opposed the project based on truck traffic and air quality impacts the project would have on the environment.

In addition, the Council requested additional clarification on 1) the reasons for continuing the project, 2) whether the project has addressed the comments from Riverside Transit Agency (RTA) and the environmental groups, and 3) the project's truck route. The applicant explained that the changes recommended by the Planning Commission were extensive, and to address their concerns and the resident's concerns to the west of the project site, additional time would be needed to revise the plans. Staff clarified that the project had addressed RTA's request for a sidewalk and is providing a Class 1 Trail along the Redlands Avenue frontage and also provided clarification on the truck route.

As the project involves truck trips as part of the business operation, the City Council recommended that the applicant conduct a study to assess the impacts the project would have on the City's truck routes and, if agreeable to notify the neighbors of the continuance to the April 11, 2023, City Council meeting. The applicant agreed to provide the study when the project returns to the City Council for consideration and to notify the neighbors of the continuance. As such, the City Council unanimously approved the continuation to April 11, 2023.

On April 11, 2023, the City Council approved a continuance off-calendar requested by the applicant to have additional time to work through the concerns expressed by the Council, the recommendations of the Planning Commission, and the resident who spoke at the Council meeting.

DISCUSSION:

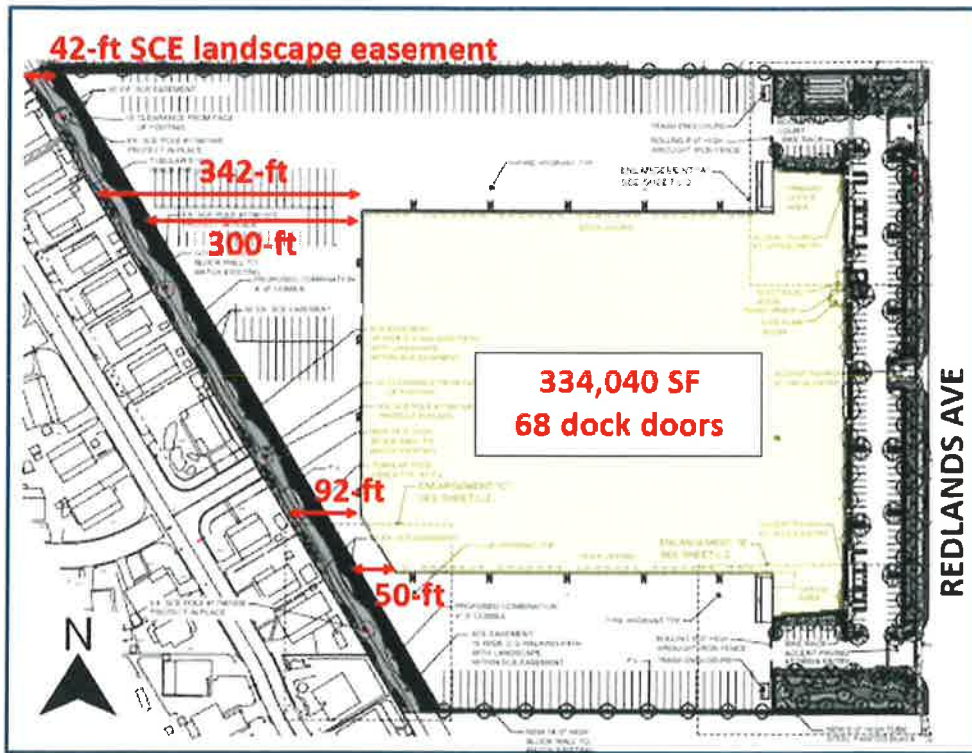
Community Benefits

As part of this project, the applicant is now including a community benefit donation of \$602,202 for park and open space projects or as determined by the City. Also, the project will include a condition requiring off-site tree planting outside of the project area or payment of an equivalent in-lieu fee.

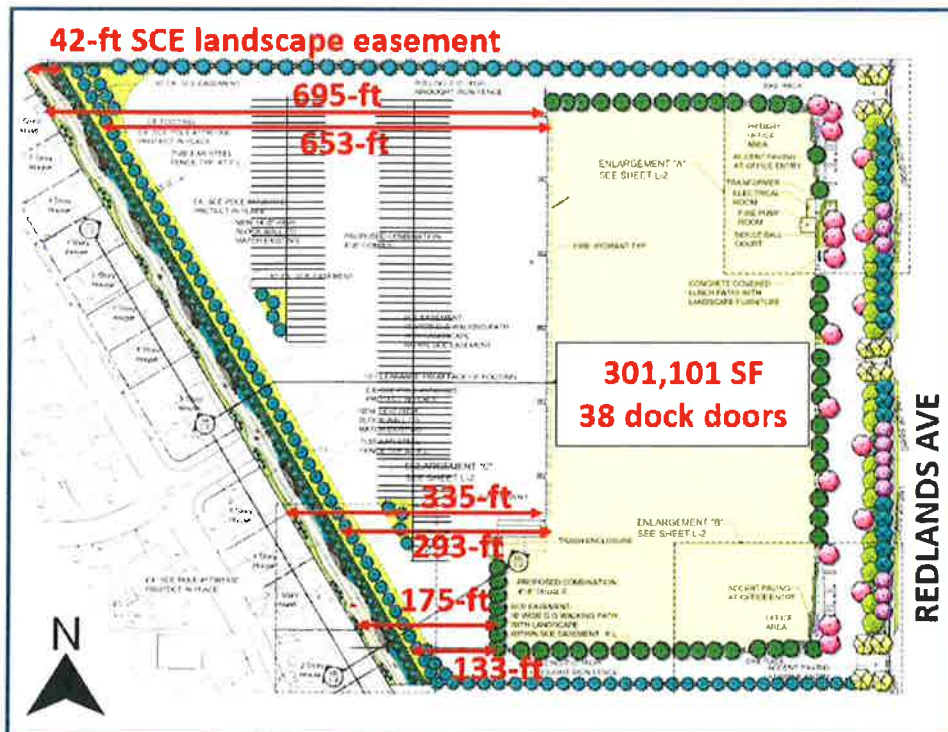
Revised Project Description

Since the City Council meeting on February 28, 2023, the applicant has been working with staff on revising the project site plan, landscaping plans, and building elevations to address concerns from the City Council, Planning Commission, and resident. The exhibits on the following page are provided to demonstrate a comparison between the original proposed site plan and the revised proposed site plan:

Original Proposed Site Plan



Revised Proposed Site Plan



The following summarizes the project modifications and comparison:

- Site Plan/Layout

The configuration and orientation of the building have been changed to be closer to the street frontage and farther away from the residences to the west. Setbacks from the masonry wall to the building now range from 133 feet to 653 feet, whereas originally, it ranged from 50 feet to 300 feet. This will be in addition to the 42-foot Edison Easement that will be landscaped and include a trail to provide an additional setback from the homes to the west of the site. In addition, the building has been reduced in size from 334,040 square feet to 301,101 square feet and includes a 4,000 square foot mezzanine, and an 8,000 square foot office area. Cross dock style building has been replaced with a single dock plan and the number of dock doors have been reduced from 68 to 38. With the new floor plan and site design, the number of parking spaces for passenger vehicles increased from 109 spaces to 120 spaces. As proposed the project complies with all the development standards of the Perris Valley Commerce Center Specific Plan and the Industrial Good Neighbor Policy.

- Circulation

Access to the parking lots has been designed to avoid comingling of truck traffic and passenger vehicles. The centrally located driveway provides ingress and egress to passenger vehicles. The northerly driveway is for trucks only and is restricted to right-in-turning movements. The southerly driveway is for truck access only and is restricted to right-in/left-out turning movements. Gates securing the loading area are proposed on the north and south sides of the rear of the building.

- Landscaping

The width of the landscape planter parallel along the western 14-foot-high wall is proposed to increase from 10 feet to 35 feet and will include approximately 50, 48-inch box Afghan Pines, and approximately 30, 36-inch box Afghan Pines. A 6 foot-4-inch-wide landscape planter is provided along the south side of building and an 8-foot-wide planter is provided along the north side of the building, where planters were not originally provided. Additionally, substantially sized planters are provided adjacent to the truck parking areas to further screen loading dock activities from the residential neighborhood to the west. The addition of landscaped areas resulted in a total landscaped coverage of 148,396 square feet or 17.03 percent, where originally 118,146 square feet or 14.18 percent landscape coverage was proposed. Therefore, as proposed the project exceeds the minimum landscape coverage requirement of 12 percent.

- Building Elevations

The building elevations have been revised to replace the rust accent color to cityscape gray and to provide additional architectural features to the west building elevation per the recommendation of the Planning Commission.

Community Outreach

The applicant sent a letter dated September 27, 2023, in English and Spanish to residents within a 500-foot radius of the project site to inform them of the project details and proposed improvements. The letter also provided the contact information of Spanish and English-speaking representatives should the residents have any questions or require additional information.

Truck Traffic Circulation

The truck driveways and a raised median on Redlands Avenue will be designed to prevent trucks from accessing the site via Placentia Avenue from the south. Trucks would be required to access the site via Redlands Avenue to and from the north. Truck traffic serving the site would be required to use established City truck routes on either Morgan Street or Harley Knox Boulevard to access the I-215 freeway. Furthermore, the Traffic Study concluded that the City's truck routes would not be impacted by the truck traffic generated by this project.

ENVIRONMENTAL DETERMINATION:

An Initial Study was prepared for the project in accordance with the California Environmental Quality Act (CEQA), which concluded that all potential significant effects on the environment could be reduced to less than significant level with mitigation measures. Staff received six (6) comment letters from interested parties and agencies, of which the letter from Blum Collins & H LLP, on behalf of Golden State Environmental Justice Alliance, has been withdrawn. A summary of the comments letters is provided in the Council Report dated February 28, 2023 (Attachment 11).

In order to analyze the environmental impacts associated with the project modifications, revisions were also made to the Air Quality, Global Climate Change, Health Risk Assessment and Energy Impact Analysis, Traffic Impact Analysis, and Noise Impact Analysis. In summary, the analysis concluded that the project modifications do not constitute "significant new information" or meet any of the conditions in Section 15088.5 of the State CEQA Guidelines that would require recirculation of the IS/MND 2377.

PUBLIC HEARING NOTICE:

A Notice of Public Hearing for this City Council meeting was published in the local newspaper and sent to agencies and property owners within 500-foot radius of the project site via certified mail, where the minimum radius requirement is 300 feet. As of the writing of this report, staff has not received any additional comment letters regarding this project.

RECOMMENDATION:

Section 19.54.020(2) of the Municipal Code authorizes the Planning Commission to review and recommend to the City Council approval or denial of proposed requests for Specific Plan Amendments. The Planning Commission recommends to the City Council the following: 1) Adoption of Resolution No. (next in order) adopting the Final MND and MMRP, and approving Tentative Tract Map 22-05029 (TPM 38386) and Development Plan Review 20-00020; and 2) Introduction of the Ordinance No. (next in order) approving Specific Plan Amendment 22-05052 to facilitate the construction of a 301,101 square foot industrial warehouse distribution building, based on the findings and subject to the Conditions of Approval.

BUDGET (or FISCAL) IMPACT: All costs associated with the project are borne by the applicant.

Prepared by: Chantal Power, AICP, Contract Planner
Reviewed by: Patricia Brenes, Planning Manager

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Deputy City Manager _____

Attachments:

1. Resolution Number (next in order) adopting the Final MND 2377 and MMRP, and approving TPM 38386, and DPR 20-00020 (Including Conditions of Approval)
2. Ordinance Number (next in order) approving SPA 22-05052
3. Location / Aerial Map
4. PVCCSP Land Use Plan
5. MARB/IPA ALUCP Map
6. Existing and Proposed PVCCSP Figures Removing Russell Way
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-338#docan1206_1313_479
7. Tentative Parcel Map
8. Revised Project Plans (Site Plan, Conceptual Grading Plan, Floor Plan Building Elevations, Conceptual Landscape Plans, and Sight Line Studies)
9. Initial Study/Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, Associated Technical Studies (including revised Technical Studies and Traffic Memo), Comment Letters, and Responses to Comments.
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-338#docan1206_1313_479
10. Planning Commission Staff Report Without Exhibits - Dated January 18, 2023
(Due to the size of the documents, only the staff report is included as a hard copy). The entire staff report packet is available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-/folder-338#docan1206_1313_479
11. City Council Staff Report - Dated February 28, 2023
(Due to the size of the documents, only the staff report is included as a hard copy). The entire staff report packet is available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-/folder-338#docan1206_1313_479
12. City Council Staff Report - Dated April 11, 2023
(Due to the size of the documents, only the staff report is included as a hard copy). The entire staff report packet is available online at:

https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-338#docan1206_1313_479

Consent:
Public Hearing: X
Business Item:
Presentation:
Other:



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

12.A

MEETING DATE: April 14, 2026

SUBJECT: Renaming of Cesar Chavez Library, and Modification/Removal of the Cesar Chavez Statue and artistic paintings/murals on city property.

REQUESTED ACTION: Discuss and provide direction to staff related to the renaming of the Cesar Chavez Library and modification/removal of the Cesar Chavez statue and artistic paintings/murals on city property.

CONTACT: Clara Miramontes, City Manager

BACKGROUND/ DISCUSSION

The City of Perris currently recognizes Cesar Chavez through the naming of the Cesar Chavez Library, as well as a recent statue of Cesar Chavez at the southwest corner of Perris Blvd., and San Jacinto Ave. There is also an artistic wrap on a utility box on the city campus and a mural inside the library that depict Cesar Chavez. In light of recent allegations regarding aspects of Chavez's personal conduct, this item is to evaluate the removal or modification of existing recognitions of Cesar Chavez on City-owned property.

Staff is recommending that the City Council provide direction to staff as to the modification or removal of the items mentioned above that currently recognize Cesar Chavez. The statue was recently constructed and paid for through the Public Art Development Impact Fees, as well as the other artistic paintings/murals.

BUDGET (or FISCAL) IMPACT: Replacement of the statue is estimated to cost up to \$460,000, repainting of the mural inside the library is estimated to cost up to \$15,000, renaming the library and plaque replacement is estimated to cost up to \$25,000, and re-wrapping the utility box is estimated to cost up to \$900. Other options include modifications where it is possible to reduce costs.

Prepared by: Clara Miramontes, City Manager

REVIEWED BY:

Consent:
Public Hearing:
Business Item: X
Presentation:
Other: