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

In compliance with the Americans with Disabilities Act and Government Code Section 54953(g), the City Council has adopted a reasonable accommodations policy to swiftly resolve accommodation requests. The policy can also be found on the City's website at: https://www.cityofperris.org/home/showpublisheddocument/15875/638102339679387909. Please contact the City Clerk's Office at (951) 943-6100 to make an accommodation request, or to obtain an electronic or printed copy of the policy.

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
www.youtube.com/channel/UC24S1shebxkJFv3BnxdkPpg
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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 Ceasar 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 10.E.

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: April 14, 2026

SUBJECT: Second Reading of Ordinance Nos. 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 approximately 5.64 acres in the northerly area of the Harvest Landing Specific Plan from A1 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

REQUESTED ACTION: Second Reading and Adoption of Ordinance Nos. 1471 and 1472 approving Zone Change 24-05176 and Development Agreement Amendment 17-05136, based upon the findings and information contained in this submittal, and Conditions of Approval.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND:

On February 10, 2026, the City Council voted 3-2 *(**Yes** – Mayor Vargas, Corona, and Rabb, **No** – Nava and Vallejo)* to initiate the approval of the comprehensive update to the Harvest Landing Specific Plan and Development Project by proceeding with the following:

1) Introduce the first reading of Zone Change Ordinance No. 1471 to initiate the rezone of approximately 5.64 acres in the northerly area of the Harvest Landing Specific Plan from A1 Zone to Specific Plan (SP) and to apply the Multiple Business Uses (MBU) Overlay to 10.66 acres currently developed with the Val Verde Elementary School, and Development Agreement Ordinance No. 1472 to provide specific project improvements and community benefits; and

2) Adopt Resolution Numbers 6770 and 6771 to certify the Environmental Impact Report and initiate the approval of the General Plan Amendment, Specific Plan Amendment, Tentative Parcel Maps, Conditional Use Permits, and Development Plan Reviews to facilitate the comprehensive update of the Harvest Landing Specific Plan and Phase 1 development consisting of a commercial shopping center totaling 428,507 square feet on 46.49 acres, a 12.91-acre water quality basin, a16.5 acre Harvest Landing Sports Park, and a 391,725-square-foot

parcel hub facility on 70 acres.

However, final approval of the Resolutions to approve the Harvest Landing Specific Plan project, consisting of the General Plan Amendment, Specific Plan Amendment, Tentative Parcel Maps, Conditional Use Permits, and Development Plan Reviews, is contingent upon completion of the second reading of Zone Change Ordinance Number 1471 and Development Agreement Ordinance 1472.

On March 10, 2026, the City Council was scheduled to conduct second reading of the Zone Change Ordinance No. 1471 and Development Agreement Ordinance No. 1472 for the Harvest Landing Specific Project but voted 3-2 *(**Yes** – Vargas, Corona, and Vallejo, **No** – Nava and Rabb)* to continue the Project to the April 14, 2026 Council meeting to address the Council's concerns regarding the need for more housing opportunities.

To address this concern and prioritize housing, the DA has been revised to include provisions requiring all non-residential uses to in the Phase 1 MBU areas to obtain a Conditional Use Permit approved by the City Council, rather than the Planning Commission. Only residential uses are allowed as a matter of right under the Specific Plan. This provision will require that any non-residential uses are reviewed by the City Council to ensure compatibility. The Conditional Use Permit would apply to any non-residential use in the MBU, including commercial, mix-used projects, commercial, office and light manufacturing.

Additionally, since the March 10, 2026, Council meeting, the applicant is now including two additional community contributions to prioritize housing and recreational opportunities, by including in 1) Section 4.6 of the DA to include a $2 million contribution to be provided within 90 days of project entitlements to fund a citywide first-time homebuyer down payment assistance program for Perris residents, which will be administered and monitored by the City; and 2) Section 4.7 of the DA to include a $5 million payment to be made upon issuance of the first building permit for Phase 2 or upon the sale of the property, whichever comes first, to support construction of a future aquatics center.

SUMMARY OF ALL AMENDMENTS:

The following summarizes all the modifications to the Specific Plan, Conditions of Approval, and Development Agreement terms in response to the City Council's direction at the February 10, 2026, and March 10, 2026, Council meetings and additional benefits proposed by the applicant to be included at the April 14, 2026, Council meeting:

<u>February 10, 2026</u>

At the February 10, 2026 City Council meeting, the following items were motioned to be revised and to brought back as part of the second reading, which was heard at the on March 10, 2026 City Council meeting, and continued to April 14, 2026.

- **Specific Plan Amendment.** Make amendments to the Specific Plan to allow only one Parcel Hub, remove industrial uses, and allow manufacturing uses, subject to a Conditional Use Permit;

- **Conditions of Approval Update.** Update the conditions of approval to include 1) security guards and security surveillance for the shopping center; and 2) a covenant restricting warehouse and distribution uses, as specified in the Specific Plan and Development Agreement terms; and

- **Development Agreement Update.** Amend the Development Agreement to ensure that 1) At least one top tier tenant is an entertainment use; 2) For a period of 10 years land would be set-aside for a hospital facility with reasonable good faith effort to pursue such use; 3) Prior to occupancy permit of the Parcel Hub at least occupancy of 194,000 square feet of the commercial retail shall be opened and operational; 4) Construction of the Sports Park in Phase 1 within occupancy permit of the Parcel Hub, which was previously in Phase 2.

March 10, 2026

At the March 10, 2026, City Council meeting, the following items were added in addition to the February 14, 2026, revisions motioned by the City Council. The second reading was continued to April 14, 2026.

- **Development Agreement Update.** Amend the Development Agreement in Section 4.2 to ensure that (i) the big box commercial retail building (165,050 sq. ft.), the in-line commercial retail building (Majors A through K, totaling 202,977 sq. ft.), one outlying building for a sit-down restaurant, all off-site improvements, including drainage, and all parking lot improvements and landscaping, for the retail commercial component of the Project, shall be constructed prior to or concurrently with construction of the Parcel Hub; and (ii) at least 194,000 square feet of the retail commercial floor space, a family entertainment use, and one sit-down restaurant in the aforementioned outlying building for a sit down restaurant, shall be open and fully operational prior to occupancy permits (i.e., issuance of a certificate of occupancy) for the Parcel Hub.

- **Development Agreement Update.** If Owner requests issuance of the certificate of occupancy for the Parcel Hub without first fully satisfying the requirements in Section 4.2 and demonstrates to the Director's satisfaction that Owner has made diligent and good faith efforts toward satisfying these requirements, the City shall issue a Certificate of Occupancy for the Parcel Hub provided Owner makes a payment to the City as follows: (i) Fifteen Million Dollars ($15,000,000) prior to issuance of a certificate of occupancy for the Parcel Hub; and (ii) One Million Dollars ($1,000,000) monthly thereafter until clause (i) and clause (ii) in Section 4.2 above are fully satisfied.

- **Parcel Hub Additional Landscape Screening Conditions**. The applicant/developer shall increase and enhance the landscape at the southeast corner of Frontage Road and Private Drive A, and the northeast corner of Frontage Road and Barrett Avenue, subject to review and approval by Planning staff.

April 14, 2026

The following community benefits are now proposed by the applicant for inclusion in the DA at the April 14, 2026, Council meeting. These are in addition to all the items listed in the prior meetings of February 10th and March 10th of 2026.

- **Specific Plan.** The Specific Plan now includes the following: 1) Allow residential uses as a matter of right in the Phase 1 MBU Zone within the area as shown in the adopted Specific Plan; and 2) allow non-residential uses in the Phase 1 MBU Zone, subject to Conditional Use Permit and City Council approval.

- **Development Agreement.** The Development Agreement now ensures that 1) A $5 million payment shall be made upon issuance of the first building permit for Phase 2 or upon the sale of the property, whichever comes first, to support construction of the aquatics center; 2) A $2 million contribution shall be provided within 90 days of project entitlements to fund a citywide first-time homebuyer down payment assistance program for Perris residents, which will be administered and monitored by the City; and 3) Allow non-residential uses within the future Phase 1 MBU Zone subject to a Conditional Use Permit and City Council approval, and permit residential uses by right.

DETAILED REVISIONS TO THE DEVELOPMENT AGREEMENT AND CONDITIONS OF APPROVAL

All the detailed specific updates and revisions to the Development Agreement and Conditions of Approval are listed below for ease of reference:

Development Agreement – The Development Agreement includes the following changes:

- **Section 3.1. Rights to Develop/Additional Land Use Restriction for Future Phase 1 MBU Area.** Subject to the terms of this Agreement, including the Reservations of Authority, Owner shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. Notwithstanding the foregoing: (i) any and all Development that is not part of the Project, including Development in the areas depicted as future Phase 1, Phase 2 or residential in Exhibit F attached hereto, will require Owner to apply for and obtain City approval of any and all Development Approvals applicable to such Development; and (ii) notwithstanding the Existing Land Use Regulations (including the Specific Plan) or any other provision of this Agreement to the contrary, within the future Phase 1 MBU area shown in Exhibit F attached hereto, all non-residential land uses (excluding any revision to the approved Parcel Hub facility limited solely to any access roads, minor parking lot adjustments, or landscaping) that are listed as either permitted or conditionally permitted in the Specific Plan, as amended by SPA 22-05250, are hereby further restricted such that they shall require a conditional use permit approved by the City Council, whereas residential uses are permitted to the extent provided in the Specific Plan, as amended by SPA 22-05250. City shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. Owner's aforementioned vested right to develop the Property shall be enforceable notwithstanding the

adoption by the City of any Development Limitation that becomes effective after the Effective Date. Except as provided herein: (i) the Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan; and (ii) the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

- **Section 4.2 Retail Commercial Construction and Land Subsidy.** Owner agrees that, except as otherwise provided in Section 4.2.1 below: (i) the big box commercial retail building (165,050 sq. ft.), the in-line commercial retail building (Majors A through K, totaling 202,977 sq. ft.), one outlying building for a sit-down restaurant, as shown in Exhibit F, all off-site improvements, including drainage, and all parking lot improvements and landscaping, for the retail commercial component of the Project, shall be constructed prior to or concurrently with construction of the Parcel Hub; and (ii) at least 194,000 square feet of the retail commercial floor space, a family entertainment use, and one sit-down restaurant in the aforementioned outlying building for a sit down restaurant, shall be open and fully operational prior to occupancy permits (i.e., issuance of a certificate of occupancy) for the Parcel Hub. In addition to the foregoing, Owner agrees to provide a land subsidy for the Retail Commercial Center in the amount of approximately $22,400,000.00 to allow for the provision of lower rents that will attract a stable of top-tier retail tenants.

- **Section 4.2.1 Exception.** In the event that clause (i) and/or clause (ii) in Section 4.2 above have not been fully satisfied by Owner at the time when all other requirements for issuance of a certificate of occupancy for the Parcel Hub are met, then if Owner requests issuance of the certificate of occupancy for the Parcel Hub without first fully satisfying these requirements and demonstrates to the Director's satisfaction that at minimum, construction of the big box commercial retail building (165,050 sq. ft.), the in-line commercial retail building (Majors A through K, totaling 202,977 sq. ft.), as shown in Exhibit F, with one unit for a family entertainment use, and one building for a sit-down restaurant in the outlying Pads, and all off-site improvements, parking lot improvements, and landscaping has been completed, the City shall issue a Certificate of Occupancy for the Parcel Hub provided Owner makes a payment to the City as follows: (i) Fifteen Million Dollars ($15,000,000) prior to issuance of a certificate of occupancy for the Parcel Hub; and (ii) One Million Dollars ($1,000,000) monthly thereafter until a restaurant in the outlying building for a sit-down restaurant is fully operational, at least 194,000 square feet of the commercial retail space is fully operational, and one family entertainment use is fully operational. If Owner utilizes the foregoing exception to obtain Parcel Hub occupancy permits, then in addition to making the aforementioned payments to the City, Owner shall have a continuing obligation to diligently complete tenanting of the outlying sit-down restaurant building and have it be fully operational as a sit-down restaurant, and to have 194,000 square feet of retail commercial space and one family entertainment use be fully operational. No Permitted Delay or other occurrence of Force Majeure shall apply to the payment obligations set forth in this Section 4.2.1.

- **Section 4.5 Sports Park.** Owner agrees to construct a 16-acre Sports Park for the benefit of local residents in Phase 1 of the Project, prior to issuance of a certificate of occupancy for the Parcel Hub, substantially in the area depicted in green and labeled "Harvest Landing Sports

Park" in the Development Plan included as Exhibit F to this Agreement, subject to the City's approval of an Administrative Development Plan Review application for the development, which shall be submitted by Owner within 60 days after the Effective Date and diligently pursued thereafter. The Sports Park shall include the following amenities, subject to the City's final approval: up to four (4) grass or artificial grass soccer fields, a tot-lot or playground area, perimeter fencing, a soccer pro-shop, restrooms, and designated storage area. La Academia, Soccer Club ("La Academia, S.C.") shall be entitled to a right of first refusal to lease or license the use of the Sports Park from Owner, including all maintenance, security and other responsibilities associated therewith. In the event that La Academia, S.C. fails to adequately maintain or secure the Sports Park, and at any other time when there is no lessee or licensee adequately performing such obligations, Owner (as landowner) shall be held responsible for such security and maintenance obligations. Nothing herein shall be construed to relieve Owner of any of its obligations as a landowner to maintain the property free of nuisances in compliance with Title 7 of the Perris Municipal Code. If La Academia, S.C. fails to exercise its right of first refusal or ceases to lease, license or operate the Sports Park at any point in the future, City shall have the first right of refusal to acquire fee title to the Sports Park from Owner at no cost to City. City shall be required to exercise such right of first refusal within ninety (90) days after receiving formal notice from Owner of the failure to exercise, termination or expiration of La Academia, S.C's lease or license to use the Sports Park, which notice shall specify the City's right of first refusal and the 90-day period to act.

- **Section 4.6 First-time Homebuyer Down Payment Assistance Program**. Owner agrees to fund a citywide first-time homebuyer down payment assistance program for residents of Perris in the amount of Two Million Dollars ($2,000,000) to be paid to the City within 90 days of the Effective Date of this Agreement. The City shall be solely responsible for implementing and monitoring this program.

- **Section 4.7 City Aquatics Center Funding.** HIP So-Cal Properties, LLC agrees to fund a city aquatics center in the amount of Five Million Dollars ($5,000,000) to be paid to the City concurrently with the issuance of the first building permit for any development project in Phase II or upon selling any property within Phase II, whichever comes first.

- **Section 4.8 Hospital Use.** For a period of 10 years, Owner agrees to reserve and set aside the 40.42 acre parcel within the Phase 2 MBU designation for a hospital, and agrees to make reasonable and diligent good faith efforts to procure such a hospital development and use occupying all or most of the reserved land.

- **Section 4.16. Warehousing and Distribution Use Restriction Covenant.** Prior to the issuance of any building permit for the Parcel Hub, the Owner shall record a covenant on title to the property that is the subject of TPMs 38810 and 38811, which covenant shall permanently prohibit warehousing and distribution uses on the Property. For the avoidance of doubt, the covenant shall not apply to prohibit the Parcel Hub. The covenant shall be in a form approved by the City Attorney, shall run with the land, and shall bind the Owner and all future owners of the Property that is subject of TPMs 38810 and 38811, or any portion thereof. Owner, for itself, its successors and assignees, agrees and warrants that it will not seek or request to have the requirements of this section modified or removed, nor will it seek or request to have the

covenant (once recorded) modified, terminated, or released from title to the Property or any portion thereof.

Planning Conditions of Approval – The following changes are incorporated into the Planning Conditions of Approval:

- **No. 40 – Warehouse and Distribution Use Restriction Covenant.** Prior to the issuance of any building permit for the Parcel Hub, the Owner shall record a covenant on title to the property that is the subject of TPMs 38810 and 38811, which covenant shall permanently prohibit warehousing and distribution uses on the Property. For the avoidance of doubt, the covenant shall not apply to prohibit the Parcel Hub. The covenant shall be in a form approved by the City Attorney, shall run with the land, and shall bind the Owner and all future owners of the Property that is subject of TPMs 38810 and 38811, or any portion thereof. Owner, for itself, its successors and assignees, agrees and warrants that it will not seek or request to have the requirements of this section modified or removed, nor will it seek or request to have the covenant (once recorded) modified, terminated or released from title to the Property or any portion thereof.

- **No. 57.j. – Parcel Hub Additional Landscape Screening**. The applicant/developer shall increase and enhance the landscape at the southeast corner of Frontage Road and Private Drive A, and the northeast corner of Frontage Road and Barrett Avenue, subject to review and approval by Planning staff.

- **No. 71 – Retail Security Guards and Surveillance.** The Project Developer shall maintain 24-hour security and surveillance monitoring for the retail commercial portion of the project. Surveillance footage shall be retained for a minimum of 30 days prior to deletion.

Engineering Conditions of Approval – The following change is incorporated into the Engineering Conditions of Approval:

- **No. 39** - Prior to issuance of the Certificate of Occupancy for the Parcel Hub, the developer/property owner shall complete the construction of the Sports Park, located at the northwest corner of Orange Avenue and Barrett Avenue.

  Approval of the Sports Park shall be subject to the approval of an Administrative Development Plan Review and approval of but not limited to the following items:

  a. Create a legal parcel for the Sports Park
  b. Site Layout
  c. Traffic Study
  d. Parking Analysis
  e. Pedestrian Accessibility Analysis
  f. Conceptual Grading Plan
  g. Drainage Report
  h. PWQMP
  i. EMWD Will Serve Letter

j. Dedication of rights-of-way and/or easements
k. Construction of public roadways and appurtenances around the perimeter of the Sports Park, including traffic signals as directed by the City Engineer.

HARVEST LANDING PARCEL HUB RENDERINGS

Since the City Council meeting on February 10, 2026, the applicant has submitted additional renderings showing views of the Parcel Hub from the I-215 freeway, along with cross sections demonstrating that the combination of landscaping and separation from the I-215 freeway and Frontage Road will adequately screen the Parcel Hub Facility from public view. (Attachment 5).

RECOMMENDATION:

Staff recommends the adoption of Ordinance Nos. 1471 and 1472, approving Zone Change 24-05176 and Development Agreement Amendment 17-05136, based upon the findings and information contained in this submittal, and Conditions of Approval, as modified by the City Council. Upon the adoption of the Ordinances, the General Plan Amendment, Specific Plan Amendment, Tentative Parcel Maps, Conditional Use Permits, and Development Plan Reviews will become effective on April 10, 2026.

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

Prepared by: Patricia Brenes, Planning Manager
Reviewed by: Kenneth Phung, Director of Development Services

REVIEWED BY:

Assistant City Manager:_____
Assistant City Manager:_____
Director of Finance:_____

Attachments:

1. Ordinance No. 1471 approving the Zone Change
2. Ordinance No. 1472 approving the Development Agreement Amendment
3. Final Conditions of Approval (Planning, Engineering, Public Works, Community Services, and Building & Safety)
4. Amendment to the Specific Plan Land Use Table
5. Project Plans (Site Plan, Floor Plans, Building Elevations, Renderings) - Informational Purpose
6. City Council Agenda Submittal without Attachments - Dated February 10, 2026
7. City Council Agenda Submittal without Attachments - Dated March 10, 2026
8. Memorandum to City Council without Attachments– Date March 10, 2026

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

ATTACHMENT 1

Ordinance No. 1471 approving the Zone Change

ORDINANCE No. 1471

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

WHEREAS, California Government Code Sections 65853 *et seq*. authorize the City of Perris ("City") to approve an amendment to a zoning ordinance to change a property from one zone to another; and

WHEREAS, Perris Municipal Code Section 19.54.020 provides, with respect to Zone Changes, "The California Government Code allows jurisdictions to adopt and amend criteria which regulate the use of property located within specified districts or categories. Such changes or amendments shall be undertaken consistent with state law and local procedures. The planning commission is authorized to review and recommend either approval or denial to the city council. The city council is authorized to approve or disapprove any proposed requests"; and

WHEREAS, HIP So-Cal Properties, LLC, a California limited liability company ("Owner"), submitted a development project application to the City requesting the following legislative approvals and entitlements for use and development of the project described in the EIR (defined below): Specific Plan Amendment 22-05250 (SPA); General Plan Amendment 24-05175 (GPA); Zone Change 24-05176 (ZC); Development Agreement Amendment (DA) 17-05136; Tentative Parcel Maps (TPMs) 22-05251 (TPM 38810) and 24-05198 (TPM 38811); Conditional Use Permits 22-05050 and 23-05235; and Development Plan Reviews (DPR) 22-05239, 23-00017, 23-00018, 22-00023, 22-00024, 22-00025, 24-00008, and 24-00009; and

WHEREAS, among the foregoing applications, Zone Change 24-05176 proposes 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. The subject 16.2 acres consists of 5.54 acres (APNs 305-060-042, 305-060-036, and 305-060-037) which is currently zoned Light Agricultural (A1) and is vacant ("Vacant Site"), and 10.66 acres (APN 305-060-038) which is currently zoned Public and is the site of the existing Val Verde Elementary School ("School Site"); and

WHEREAS, SPA 22-05250 then in turn proposes to designate the Vacant Site as Multiple Business Use (MBU) under the Harvest Landing Specific Plan Land Use Plan, and to apply an MBU overlay under the Harvest Landing Specific Plan Land Use Plan to the School Site; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines (14 Cal. Code Regs. Section 1500 *et seq.*), the City of Perris is the Lead Agency for the project, as it is the public agency with general governmental powers over the project; and

WHEREAS, an Environmental Impact Report (State Clearing House No. 2024080337) was prepared for the project and reviewed in accordance with CEQA as detailed in City Council Resolution Number *(next in order)*, discussed below; and

WHEREAS, the Riverside County Airport Land Use Commission ("ALUC") conducted a hearing on May 8, 2025, to consider the project's consistency with the applicable C2 (Flight Corridor Zone) Zone of the March Air Reserve Base/Inland Port Airport (MARB/IPA) Land Use Compatibility Plan, and determined that the project is consistent with the 2014 MARB/IPA Land Use Compatibility Plan, subject to Conditions listed in its May 8, 2025 letter; and

WHEREAS, on December 17, 2025, following a duly noticed and conducted public hearing, the City Planning Commission adopted: (i) Resolution No. 25-30, recommending that the City Council certify the EIR, adopt the included Mitigation Monitoring and Reporting Program ("MMRP"), and adopt the Findings of Fact and Statement of Overriding Considerations for Alternative 4 (defined below); and (ii) Resolution No. 25-31, recommending that the City Council approve General Plan Amendment (GPA) 24-05175, Specific Plan Amendment (SPA) 22-05250, Zone Change (ZC) 24-05176, Tentative Parcel Maps 22-05251 (TPM 38810) and 24-05198 (TPM 38811), Development Agreement Amendment (DA) 17-05136, Conditional Use Permits (CUPs) 22-05005 and 23-05235, and Development Plan Reviews (DPRs) 22-05239 and 23-00018 for approval of Alternative 4 to the project described in the EIR, as said alternative is described and identified in the EIR ("Alternative 4"), with certain Planning Commission-recommended modifications including reduction of the size of the parcel hub facility from the larger size identified in Alternative 4 to the smaller size identified for the project described in the EIR while retaining the location identified for the parcel hub facility in the project described in the EIR (the "Planning Commission Modifications"), subject to conditions of approval; and

WHEREAS, On February 10, 2026, the City Council conducted a duly noticed public hearing, at which time all interested persons were given full opportunity to be heard and to present evidence for the City Council's consideration (including all oral and written testimony from members of the public and City staff, including, but not limited to, the City staff reports and accompanying documents and exhibits), and thereafter adopted: (i) Resolution Number *(next in order)*, certifying the EIR, adopting the included MMRP, and adopting the Findings of Fact and Statement of Overriding Considerations for Alternative 4 with the Council Modifications (as defined below); and (ii) Resolution Number *(next in order)*, approving General Plan Amendment (GPA) 24-05175, Specific Plan Amendment (SPA) 22-05250, Tentative Parcel Maps 22-05251 (TPM 38810) and 24-05198 (TPM 38811), Conditional Use Permits (CUPs) 22-05005 and 23-05235, and Development Plan Reviews (DPRs) 22-05239 and 23-00018, all for Alternative 4 with the Planning Commission Modifications except for the smaller parcel hub size, and with additional

modifications proposed by the Owner whereby the location of the parcel hub facility would be shifted to the southernmost point of the Specific Plan area, directly north of the intersection of Barrett Avenue and Frontage Road, as shown in Exhibit F to Development Agreement Amendment 17-05136 (the "Council Modifications"), subject to conditions of approval, which Resolution provides it shall take effect upon effectiveness of an appropriate City ordinance approving Development Agreement Amendment (DA) 17-05136 and an appropriate City ordinance approving Zone Change 24-05176; and

WHEREAS, having considered the matter at its duly noticed public hearing on February 10, 2026, the City Council now desires and hereby intends to approve Zone Change 24-05176 for Alternative 4 with the Council Modifications, as detailed below; and

WHEREAS, prior to adopting this Ordinance, the City Council has heard, been presented with, and reviewed all of the information and data which constitutes the administrative record for Zone Change 24-05176, including all oral and written evidence presented to the City Council during its February 10, 2026 hearing; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS hereby ordains as follows:

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

Section 2. The CEQA findings and determinations set forth in Resolution Number *(next in order)*, certifying the EIR, adopting the included MMRP, and adopting the Findings of Fact and Statement of Overriding Considerations for Alternative 4 with the Council Modifications, which Resolution is incorporated herein by this reference, include and are applicable to the City's approval and adoption of Zone Change 24-05176 pursuant to this Ordinance.

Section 3. Based upon the foregoing and all oral and written statements and reports presented by City staff and members of the public, including, but not limited to, all such statements and information (including all attachments and exhibits) presented at its public hearing on February 10, 2026, the City Council finds the following concerning **ZC 24-05176**:

A. *The proposed zoning is consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.*

The City of Perris General Plan (General Plan 2030) contains a mission statement that reads as follows: "The City of Perris will promote a high quality of life for its residents, businesses, and institutions. The City will accomplish this by improving and creating opportunities in the areas of safety, employment, business attraction and retention, and recreation." General Plan

2030 objectives further define basic goals and values of the City, which are as follows: recognize and adapt to changed conditions since preparation of the previous General Plan; provide for balance in the types and acreages of land uses necessary for people to live, work, plan and shop in Perris; promote quality housing in attractive neighborhoods for households at all income levels and stages in life; accommodate new development consistent with infrastructure capacity and municipal services capabilities; attract commerce and industry to provide jobs for residents at all economic levels; facilitate upgrading of existing infrastructure including master storm drain improvements; develop recreational opportunities for all segments of the community; and implement the Multi-Species Habitat Conservation Plan (MSHCP).

The General Plan 2030 Land Use Map depicts portions of the 358.28-acre project site as SP (Specific Plan), P (Public/Semi Public Facilities) for the School Site, BP (Business Park) for the Vacant Site, and CC (Community Commercial) for the areas east of Barrett Avenue and north of Orange Avenue, and east of Barrett Avenue and west of North Perris Boulevard.

Alternative 4 includes all of Phase 1 (area south of Orange Avenue) as designated Commercial, Multiple Business Use, Water Quality Management Plan, and associated infrastructure. Alternative 4 maintains the proposed Phase 2 MBU land use designation for the area north of Orange Avenue and west of Indian Avenue, but excludes the Residential and Recreational (Harvest Landing Sports Park)-zoned area and associated infrastructure located north of Orange Avenue and east of Indian Avenue from the boundaries of the Specific Plan Amendment, and therefore such areas would remain subject to the existing Specific Plan without amendment. Alternative 4 provides that warehousing and distribution uses, excluding the proposed high-cube parcel hub facility, are prohibited uses in the Specific Plan MBU land use designation. Project Buildings 2 through 7 would not be developed under Alternative 4. Alternative 4 does not change the commercial big box and shopping center component of the project.

The project includes an application for a General Plan Amendment and Specific Plan Amendment that would modify the northerly boundary of the Harvest Landing Specific Plan area to include 16.2 acres located north of the existing Specific Plan area, consisting of the Vacant Site and the School Site. The project also includes Zone Change 24-05176 to rezone the Vacant Site from Light Agricultural (A1) to Specific Plan (SP) and to rezone the School Site from P (Public) to Specific Plan (SP). This is not changed in Alternative 4. After approval of Zone Change 24-05176, the zoning for the entire project site will be Specific Plan (SP).

Zone Change 24-05176 will facilitate Alternative 4 with the Council Modifications ('hereinafter, "Alternative 4–CC"), which complies with Land Use Element Policies that pertain to requiring development to pay a full fair-share of infrastructure costs and Development Impact Fees as required by the City of Perris, restricting any development within flood or fire hazard areas, and maintaining compatibility with the March Air Reserve/Inland Port Airport Land Use Compatibility Plan. Alternative 4-CC is consistent with General Plan Circulation Element Policies in that its development will provide construction of General Plan-required bicycle lanes along Indian Avenue, Orange Avenue,

North Perris Boulevard, and Barrett Avenue and a shared use trail along Frontage Road. Alternative 4-CC will include provision of transit stops along North Perris Boulevard adjacent to the commercial center. In addition, Alternative 4-CC will construct pedestrian sidewalks along all roadways bordering and within the project site (which is the same site for Alternative 4-CC as for the project described in the EIR). Also, Harvest Landing Specific Plan development will include a pedestrian trail extending along the interior perimeter of the 12.91-acre Water Quality Management Plan area. Furthermore, the Multiple Business Use area includes truck driveways along Frontage Road and adequate separation of truck traffic from passenger vehicles. Voluntary Commute Trip Reduction Programs for businesses will be encouraged.

Specific Plan zoning of the Vacant Site and School Site for Alternative 4-CC is consistent with General Plan Conservation Element Goals and Policies in that Alternative 4-CC does not impact significant biological resources, and will abide by State requirements pertaining to potential sensitive Tribal Cultural Resources that may be found during site preparation, grading, or construction operations, historical resources, archaeological resources, and paleontological resources that may be discovered on the project site during grading. In addition, as stated in the EIR, Alternative 4-CC's demands for water are within the Eastern Municipal Water District's 2020 Urban Water Management Plan projections. Also, development of Alternative 4-CC will comply with CALGreen energy conservation requirements, State recycling requirements, and with approved Stormwater Pollution Prevention Plan and Water Quality Management Plans. Furthermore, Alternative 4-CC landscaping will emphasize use of drought-tolerant native species and will provide significant visual enhancement and shade along streetscapes, adjacent to Alternative 4-CC buildings, and throughout the Commercial area parking lots.

Zone Change 24-05176 and Alternative 4-CC would not involve any change of the existing Specific Plan for the existing designations within the proposed Phase 2 area north of Orange Avenue and east of Indian Avenue. This area would not be subject to the Specific Plan Amendment or the changes in the remainder of the project site under Alternative 4-CC. Zone Change 24-05176 and Alternative 4-CC would thus leave unaffected the previously approved and existing zoning and Specific Plan allowance for 615 residential units within this area. Furthermore, Alternative 4-CC, like the project, proposes to maintain, through the Specific Plan Amendment, the currently-permitted residential uses and densities throughout the MBU and Commercial areas that are within the project site to the same extent as provided in the existing Specific Plan for those areas. Consistency with General Plan objectives and policies would be maintained through provision of a mix of land uses that would provide opportunities for people to live in quality housing, work, shop and play, as well as improving infrastructure and municipal services capabilities. New industry and commercial businesses would be provided, which would provide economic benefits to the City of Perris and to City/Harvest Landing Specific Plan area residents.

The EIR demonstrates that although Alternative 4-CC development and operation generally is consistent with General Plan Policies contained in the Land Use, Noise, Safety, Open Space, Circulation, Healthy Community, and Environmental Justice Elements, development of Alternative 4-CC would result in significant and unavoidable environmental impacts

pertaining to aspects of air quality, greenhouse gas emissions, noise, and transportation. Significant and unavoidable impacts are identified and discussed in detail in the EIR. Alternative 4-CC is identified as an environmentally superior alternative to the project although it still has significant and unavoidable impacts as detailed in the EIR.

In addition, the Zone Change, by facilitating Alternative 4-CC, is consistent with the following City General Plan Goals and Policies:

Circulation Element Goal II - A well planned, designed, constructed and maintained street and highway system that facilitates the movement of vehicles and provides safe and convenient access to surrounding developments.
Policy IIA - Maintain target Levels of Service.

Circulation Element Goal IV - Safe and convenient pedestrian access and non-motorized facilities between residential neighborhoods, parks, open space and schools that service those neighborhoods.
Policy IVA - Provide non-motorized alternatives for commuter travel as well as recreational opportunities that maximize safety and minimize potential conflicts with pedestrians and motor vehicles.

Circulation Element Goal V - Efficient goods movement.
Policy VA - Provide for safe movement of goods along the street and highway system.

Conservation Element Goal 1 - Orderly conversion of agricultural lands to other approved land uses.
Policy I.A - Establish growth management strategies to ensure the proper timing and economic provisions for utilities, major streets and other facilities so that orderly development will occur.

Conservation Element Goal IV - Protection of historical, archaeological and paleontological sites.
Policy IV.A - Comply with state and federal regulations and ensure preservation of significant historical, archaeological and paleontological resources.

Conservation Element Goal VI - Achieve regional water quality objectives and protect the beneficial uses of the region's surface and groundwater.
Policy VI.A - Comply with requirements of the National Pollutant Discharge Elimination System (NPDES).

Conservation Element Goal VIII - Create a vision for energy and resource conservation and the use of green building design for the City, to protect the environment, improve quality of life, and promote sustainable practices.

Noise Element Goal I – Future land uses compatible with projected noise environments

Noise Element Goal IV – Future land uses compatible with noise from air traffic

Policy IV.A - Reduce or avoid the existing and potential future impacts from air traffic on new sensitive noise land uses in areas where air traffic noise is 60 dBA CNEL or higher.

Noise Element Goal V – Future non-residential land uses compatible with noise sensitive land uses

Safety Element Goal S-7 - A built environment that is resilient to the effects of seismic ground shaking and other geologic hazards and better able to recover from these events.
Policy S-7.1 - Require all development to provide adequate protection from damage associated with seismic incidents.
Policy S-7.2 - Require geological and geotechnical investigations by State-licensed professionals in areas with potential for seismic and geologic hazards as part of the environmental and development review and approval process.

Open Space Element Goal I - Recreational opportunities that are available to all members of the community.
Policy I.A - Develop more active recreational parks

Open Space Element Goal II - Establish comprehensive trail system for pedestrian, bicycle and equestrian use.
Policy II.A - All development will be accessible by a trail system.

Healthy Community Element Goal HC-2 – Community Design – Facilitate local efforts to improve the opportunities and choices for a healthy and active lifestyle.
Policy HC 2.1 - Implement the Perris Trail Master Plan

Healthy Community Element Goal HC-3 – Multimodal Transportation – Support efforts to create transportation options beyond an auto-centric focus.
Policy HC 3.5 - Promote job growth within Perris to reduce the substantial out-of-Perris job commutes that exist today

Healthy Community Element Goal HC-4 – Public and Open Space – Facilitate the creation and maintenance of spaces for public recreation.
Policy HC 4.1 - Promote public spaces that foster positive human interaction and healthy lifestyles
Policy HC 4.2 - Foster the creation of public plazas with seating, art, and play features near shopping and business districts
Policy HC 4.3 - Encourage the development and display of public art to promote the history, heritage, and culture of Perris

Healthy Community Element Goal HC-5 – Healthy Economy – Encourage businesses to provide meaningful employment opportunities to residents

Healthy Community Element Goal HC-6 – Healthy Environment – Support efforts of local businesses and regional agencies to improve the health of our region's environment.

Policy HC 6.1 - Support regional efforts to improve air quality through energy efficient technology, use of alternative fuels, and land use and transportation planning
Policy HC 6.2 - Support regional water quality efforts that balance water conservation, use of recycled water, and best practices in watershed management
Policy HC 6.3 - Promote measures that will be effective in reducing emissions during construction activities

o Perris will ensure that construction activities follow existing South Coast Air Quality Management District (SCAQMD) rules and regulations

o All construction equipment for public and private projects will also comply with California Air Resources Board's vehicle standards. For projects that may exceed daily construction emissions established by the SCAQMD, Best Available Control Measures will be incorporated to reduce construction emissions to below daily emission standards established by the SCAQMD

o Project proponents will be required to prepare and implement a Construction Management Plan which will include Best Available Control Measures among others. Appropriate control measures will be determined on a project-by-project basis, and should be specific to the pollutant for which the daily threshold is exceeded

Environmental Justice Element Goal 5.1 - Neighborhoods designed to promote safe and accessible connectivity to neighborhood amenities for all residents.

Environmental Justice Element Goal 6.1 - A diverse housing stock that preserves and enhances housing affordability in the community.

Environmental Justice Element Goal 8.1 - A City with access to safe and improved pedestrian, bicycle and vehicular safety and reduced community crime.

B. The proposed zoning is compatible with or provides adequate buffering of adjoining uses.

Zone Change 24-05176 proposes zoning for the Vacant Site and School Site that is compatible with the remainder of the project site, in that the entire project site will thus be zoned Harvest Landing Specific Plan to allow for comprehensive master planning within the area. The proposed 16.2 acre rezoned area will be designated to allow Phase 2 MBU uses under the Specific Plan Land Use Plan (while also still allowing Public uses for the School Site), and will be bordered on two sides by Harvest Landing Specific Plan area: to the south by proposed Phase 2 Harvest Landing Specific Plan MBU area, and to the east and northeast by vacant land that is designated for future residential use by the Harvest Landing Specific Plan (which designation will not be changed by the Specific Plan Amendment). The proposed rezoned area will be bordered to the north by Frontage Road and vacant commercial land owned by the RCTC (not within the Specific Plan area), and to the west by Frontage Road and the I-215 freeway right-of-way area. The Harvest Landing Specific Plan (SPA 22-05250) provides requirements to ensure appropriate buffering from and between adjacent land uses, including (i) appropriate buffering between the proposed rezoned 16.2 acre area and the existing undeveloped, residentially-zoned area to its east/northeast, (ii) appropriate buffering between the proposed rezoned area and the areas to its north and west; and (iii) appropriate

buffering between the Vacant Site and the School Site, should the Vacant Site be developed with MBU uses and the School Site remain in operation as a school.

The proposed zoning facilitates Alternative 4-CC. Alternative 4-CC Phase 1, like the project, proposes to locate the Water Quality Management Plan and Commercial Shopping Center easterly of the Multiple Business Use area as a buffer between the proposed high-cube parcel hub facility in the Phase 1 Multiple Business Use area and the potential future Harvest Landing Specific Plan MBU uses to the west and the existing off-site development to the east and northeast of the project site. In addition, the proposed parcel hub building is located farther away from residential areas, including the existing residential areas north of Orange Avenue and east of Barrett Avenue, than the minimum separation distance from sensitive receptors required by the Good Neighbor Guidelines; thereby, is consistent with Good Neighbor Guidelines separation distance requirements. Alternative 4-CC leaves the vacant, residentially-zoned area north of Orange Avenue and west of Barrett Avenue intact although applicable Good Neighbor Guidelines requirements do not require separation from residentially-zoned areas that have not been developed. The distance between the proposed parcel hub facility and the residentially-zoned area exceeds the required separation distance if this area were already developed.

C. The proposed zoning is a logical extension of the existing zoning pattern.

With Zone Change 24-05176, the proposed zoning for the entire 358.28-acre project site is Specific Plan. This is true for both the project described in the EIR and for Alternative 4-CC, although the Alternative 4-CC Specific Plan Amendment excludes the area north of Orange Avenue between Indian Avenue and Barrett Avenue. The requested Zone Change pertains to rezoning the 5.54 acre Vacant Site adjacent to the northerly side of the Specific Plan from Light Agricultural (A1) Zone to a Specific Plan (SP) zoning designation, to which SPA 22-05250 will then apply a MBU land use designation under the Harvest Land Specific Plan Land Use Plan, and to establishing a Specific Plan zoning designation for the 10.66-acre School Site that presently contains the Val Verde Elementary School, to which SPA 22-05250 will then apply a MBU land use overlay designation while preserving the existing Public designation allowing the flexibility for the school use to continue as a legal use if needed. Zone Change 24-05176 only directly affects properties in the Phase 2 area of the site of both the project and Alternative 4-CC. No development is proposed in this rezoned area as part of Phase 1, and any such development would require future Phase 2 development approvals. The proposed Zone Change would expand the Specific Plan area to the proposed rezoned area which is located adjacent to the north/northwest boundary of the current Specific Plan. The proposed rezoned area would be bordered on two sides by SP zoning, and the proposed Specific Plan zoning of the rezoned area is compatible with the non-SP zoning in the adjacent, non-Specific Plan areas to the north and west. Thereby, the proposed zoning would be a logical extension of the existing zoning pattern.

Section 4. Based upon the foregoing and all oral and written statements and reports presented by City staff and members of the public, including but not limited to such statements and reports presented at the City Council's public hearing on February 10, 2026, the City Council hereby approves Zone Change (ZC) ZC 24-05176 subject to the Conditions

of Approval relating to Alternative 4-CC attached hereto as Attachment 2 and incorporated herein by this reference. A depiction of the Zone Change is attached hereto as Attachment 1.

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

Section 6. Effective Date. This Ordinance shall take effect 30 days after its adoption.

Section 7. Certification. The City Clerk shall certify the passage and adoption of this Ordinance and cause the same to be posted at the designated locations in the City of Perris.

Section 8. The Mayor shall sign this Ordinance and the City Clerk shall certify to the adoption of this Ordinance.

ADOPTED, SIGNED, and ***APPROVED*** this 14th day of April 2026.

_____
Michael M. Vargas

ATTEST:

_____
City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Ordinance Number (next in order) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 14th Day of April 2026 by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

City Clerk, Nancy Salazar

Attachments:

1. Existing and Proposed Zone Change Map
   Due to the size of the document, the maps are on file with the Planning Division and available online at:https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-528#docfold_1206_1313_479_528

2. Alternative 4-CC Conditions of Approval
   Due to the size of the documents, the complete set of Conditions of Approval 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-528#docfold_1206_1313_479_528

ATTACHMENT 2

Ordinance No. 1472 Approving the Development Agreement Amendment

ORDINANCE NO. 1472

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-15/FRONTAGE ROAD, AND WEST OF NORTH PERRIS BOULEVARD, AND ADOPTING FINDINGS IN SUPPORT THEREOF

WHEREAS, California Government Code Sections 65864 *et seq.* authorize the City of Perris ("City") to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property in order to establish certain development rights, for the purpose of strengthening the public planning process, encouraging private participation and comprehensive planning and identifying the economic costs of such development; and

WHEREAS, City has adopted procedures and requirements for the consideration of development agreements pursuant to Section 65865 of the Government Code, which are codified in Perris Municipal Code Chapter 18.19; and

WHEREAS, HIP So-Cal Properties, LLC, a California limited liability company ("Owner"), submitted a development project application to the City requesting the following legislative approvals and entitlements for use and development of the project described in the EIR (defined below): Specific Plan Amendment 22-05250 (SPA); General Plan Amendment 24-05175 (GPA); Zone Change 24-05176 (ZC); Development Agreement Amendment (DA) 17-05136; Tentative Parcel Maps (TPMs) 22-05251 (TPM 38810) and 24-05198 (TPM 38811); Conditional Use Permits 22-05050 and 23-05235; and Development Plan Reviews (DPR) 22-22-05239, 23-00017, 23-00018, 22-00023, 22-00024, 22-00025, 24-00008, and 24-00009; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines (14 Cal. Code Regs. Section 1500 *et seq.*), the City of Perris is the Lead Agency for the project, as it is the public agency with general governmental powers over the project; and

WHEREAS, an Environmental Impact Report (State Clearing House No. 2024080337) ("EIR") was prepared and reviewed for the project in accordance with CEQA, as detailed in City Council Resolution No. 6770, discussed below; and

WHEREAS, on December 17, 2025, following a duly noticed and conducted public hearing, the City Planning Commission adopted: (i) Resolution No. 25-30, recommending that the City Council certify the EIR, adopt the included Mitigation Monitoring and Reporting Program ("MMRP"), and adopt the Findings of Fact and Statement of Overriding Considerations for Alternative 4 (defined below); and (ii) Resolution No. 25-31, recommending that the City Council approve General Plan Amendment (GPA) 24-05175, Zone Change (ZC) 24-05176, Specific Plan Amendment (SPA) 22-05250, Tentative Parcel Maps 22-05251 (TPM 38810) and 24-05198 (TPM 38811), Development Agreement Amendment (DA) 17-05136, Conditional Use Permits (CUPs) 22-05005 and 23-05235, and Development Plan Reviews (DPRs) 22-05239 and 23-00018 for approval of Alternative 4 to the project described in the EIR, as said alternative is described and identified in the EIR ("Alternative 4"), with certain Planning Commission-recommended modifications including reduction of the size of the parcel hub facility from the larger size identified in Alternative 4 to the smaller size identified for the project described in the EIR while retaining the location identified for the parcel hub facility in the project described in the EIR (the "Planning Commission Modifications"), subject to conditions of approval; and

WHEREAS, on February 10, 2026, the City Council held a duly noticed public hearing and thereafter (i) adopted Resolution No. 6770, certifying the EIR, adopting the included MMRP, and adopting the Findings of Fact and Statement of Overriding Considerations for Alternative 4 with the Council Modifications (defined below); (ii) introduced for first reading Ordinance No. 1471 conditionally approving Zone Change (ZC) 24-05176; and adopted (iii) Resolution No. 6771, approving General Plan Amendment (GPA) 24-05175, Specific Plan Amendment (SPA) 22-05250, Tentative Parcel Maps 22-05251 (TPM 38810) and 24-05198 (TPM 38811), Conditional Use Permits (CUPs) 22-05005 and 23-05235, and Development Plan Reviews (DPRs) 22-05239 and 23-00018, all for Alternative 4 with the Planning Commission Modifications except for the smaller parcel hub size, and with additional modifications proposed by the Owner whereby the location of the parcel hub facility would be shifted to the southernmost point of the Specific Plan area, directly north of the intersection of Barrett Avenue and Frontage Road, as shown in Exhibit F to the Development Agreement attached hereto as Exhibit 1 (which locational modifications have been incorporated into Alternative 4 via Section 3.0 of the Final EIR) (the "Council Modifications"), subject to conditions of approval, which Resolution provides it shall take effect upon effectiveness of an appropriate City ordinance approving Development Agreement Amendment (DA) 17-05136; and

WHEREAS, after considering the matter at its duly noticed public hearing on February 10, 2026, the City Council introduced for first reading this Ordinance to approve and adopt Development Agreement Amendment (DA) 17-05136, with certain modifications to the public benefits provided for therein, and now desires to approve and adopt Development Agreement Amendment (DA) 17-05136 (with the aforementioned public benefit modifications, which are included in Exhibit 1) as it relates to Alternative 4 with the Council Modifications, which agreement is attached hereto as Exhibit 1 (the "Development Agreement"); and

WHEREAS, despite the assigned entitlement number (Development Agreement Amendment 17-05136) indicating to the contrary, the Development Agreement is a new and separate agreement, not an amendment of the prior Harvest Landing Development Agreement dated May 10, 2011, and recorded as Document No. 2013-0240661 with the office of the Riverside County Assessor, County Clerk & Recorder; and

WHEREAS, prior to adopting this Ordinance, the City Council has heard, been presented with, and/or reviewed all of the information and data which constitutes the administrative record for approval of the Development Agreement, including all oral and written evidence received from City staff and members of the public presented at the City Council's February 10, 2026 hearing; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

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

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

Section 2. CEQA. The CEQA findings and determinations set forth in Resolution No. 6770, certifying the EIR, adopting the included MMRP, and adopting the Findings of Fact and Statement of Overriding Considerations for Alternative 4 with the Council Modifications, which Resolution is incorporated herein by this reference, include and are applicable to the City's approval and adoption of the Development Agreement pursuant to this Ordinance.

Section 3. Findings. Based upon the foregoing and all oral and written statements and reports presented by City staff and members of the public, including but not limited to, such statements and reports presented at the City Council's public hearing on February 10, 2026, the City Council makes the following findings required by PMC section 18.19.100 for approval and adoption of the Development Agreement:

1) The Development Agreement complies with Government Code Sections 65864 through 65869.5.

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

3) The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the zoning district in which the real property is or will be located.

4) The Development Agreement is in conformity with and will promote public convenience, general welfare and good land use practice.

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

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

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

Section 4. Approval of Development Agreement.

Based upon the foregoing and all oral and written statements and reports presented by City staff and members of the public, including but not limited to, such statements and reports presented at the City Council's public hearing on February 10, 2026, the City Council hereby approves and adopts the Development Agreement, which is attached hereto as Exhibit 1 and incorporated herein by this reference, and authorizes the Mayor to execute the Development Agreement following approval as to form by the City Attorney.

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

Section 6. Effective Date. This Ordinance shall take effect 30 days after its adoption.

Section 7. Certification and Recordation. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris. Pursuant to Government Code Section 65868.5, the City Clerk shall record a copy of said Development Agreement with the County Recorder within 10 days after execution thereof.

ADOPTED, SIGNED and ***APPROVED*** this 14th day of April, 2026.

_____
Mayor, Michael M. Vargas

ATTEST:

_____
City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Ordinance Number No. (next in order) was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the 14th day of April, 2026, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:

_____
City Clerk, Nancy Salazar

Exhibit: 1. Development Agreement

Recorded at request of:
Clerk, City Council
City of Perris

When recorded return to:
City of Perris
101 North D Street
Perris, CA 92570
Attention: Clerk of the Council

Exempt from Filing Fees, Government Code Section 6103

DEVELOPMENT AGREEMENT AMENDMENT NO. 17-05136

A DEVELOPMENT AGREEMENT BETWEEN

CITY OF PERRIS

AND

HIP SO-CAL PROPERTIES, LLC

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DEVELOPMENT AGREEMENT AMENDMENT NO. 17-05136

This Development Agreement ("Agreement") is entered into as of this ___ day of _____, 2026 by and between the City of Perris, a California municipal corporation and general law city ("City") on the one hand, and HIP So-Cal Properties, LLC, a California limited company ("Owner" or "Developer"), on the other hand. City and Owner may be referred to in this Agreement individually as a "Party" or collectively as the "Parties." Initially capitalized terms used in this Agreement shall have the meanings set forth in Section 1 below.

RECITALS

A. City is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Article 11, Section 7 of the California Constitution and Section 65864, et seq. ("Development Agreement Law") of the California Government Code ("Government Code").

B. City has adopted procedures and requirements for the consideration of development agreements (the Development Agreement Policies), pursuant to Section 65865 of the Government Code.

C. This Agreement constitutes a current exercise of City's police powers to provide predictability to Owner in the development approval process by vesting the permitted uses, density, intensity of use, timing and phasing of development, and applicable ordinances consistent with the Existing Land Use Regulations (except as otherwise provided herein) in exchange for Owner's commitment to provide public benefits to City.

D. Owner has requested that City enter into this Agreement and proceedings have been taken in accordance with applicable State law and the rules and regulations of City.

E. The best interests of the Citizens and the public health, safety, and welfare will be served by entering into this Agreement.

F. The City Council hereby finds and determines that this Agreement is of major significance because it will provide significant economic benefit to City through additional jobs created by the construction and operation of the Project, property and tax revenue to City, and infrastructure improvements. The Owner will provide substantial acreage for multiple business uses as well as other commercial development areas, resulting in the creation of jobs for Perris's citizens and lessening commuting traffic on the City's existing arterials that would otherwise occur if an area for an employment base were not provided.

G. The provision by Owner of the public benefits as set forth in this Agreement allows City to realize significant economic, recreational, open space, educational, social, and other public benefits to City. These public benefits will advance the interests and meet the needs of residents and visitors to a significantly greater extent than would development of the Property without this Agreement.

H. An Environmental Impact Report (State Clearing House No. 2024080337) ("EIR") was prepared and reviewed for the Project in accordance with CEQA, as detailed in City Council Resolution No. 6770, discussed below.

I. All actions taken and approvals given by City have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters.

J. Owner submitted a development project application to the City requesting the following legislative approvals and entitlements for use and development of the project described in the EIR: Specific Plan Amendment 22-05250 (SPA); General Plan Amendment 24-05175 (GPA); Zone Change 24-05176 (ZC); Development Agreement Amendment (DPR) 17-05136; Tentative Parcel Maps (TPMs) 22-05251 (TPM 38810) and 24-05198 (TPM 38811); Conditional Use Permits 22-05050 and 23-05235; and Development Plan Reviews (DPR) 22-22-05239, 23-00017, 23-00018, 22-00023, 22-00024, 22-00025, 24-00008, and 24-00009.

K. On December 17, 2025, following a duly noticed and conducted public hearing, the City Planning Commission adopted: (i) Resolution No. 25-30, recommending that the City Council certify the EIR, adopt the included Mitigation Monitoring and Reporting Program ("MMRP"), and adopt the Findings of Fact and Statement of Overriding Considerations for Alternative 4 (defined below); and (ii) Resolution No. 25-31, recommending that the City Council approve General Plan Amendment (GPA) 24-05175, Zone Change (ZC) 24-05176, Specific Plan Amendment (SPA) 22-05250, Tentative Parcel Maps 22-05251 (TPM 38810) and 24-05198 (TPM 38811), Development Agreement Amendment (DA) 17-05136 (i.e., this Agreement with the Authorizing Ordinance), Conditional Use Permits (CUPs) 22-05005 and 23-05235, and Development Plan Reviews (DPRs) 22-05239 and 23-00018 for approval of Alternative 4 to the project described in the EIR, as said alternative is described and identified in the EIR ("Alternative 4"), with certain Planning Commission-recommended modifications including reduction of the size of the parcel hub facility from the larger size identified in Alternative 4 to the smaller size identified for the project described in the EIR while retaining the location identified for the parcel hub facility in the project described in the EIR (the "Planning Commission Modifications"), subject to conditions of approval.

L. On February 10, 2026, following a duly noticed and conducted public hearing, the City Council adopted: (i) Resolution No. 6770, certifying the EIR, adopting the included MMRP, and adopting the Findings of Fact and Statement of Overriding Considerations for Alternative 4 with the Council Modifications (defined below); and (ii) Resolution No. 6771, approving General Plan Amendment (GPA) 24-05175, Specific Plan Amendment (SPA) 22-05250, Tentative Parcel Maps 22-05251 (TPM 38810) and 24-05198 (TPM 38811), Conditional Use Permits (CUPs) 22-05005 and 23-05235, and Development Plan Reviews (DPRs) 22-05239 and 23-00018, all for Alternative 4 with the Planning Commission Modifications except for the smaller parcel hub size, and with additional modifications proposed by the Owner whereby the location of the parcel hub facility would be shifted to the southernmost point of the Specific Plan area, directly north of the intersection of Barrett Avenue and Frontage Road, as shown in Exhibit F to this Agreement (which locational modifications have been incorporated into Alternative 4 via Section 3.0 of the Final EIR) (the "Council Modifications"), subject to the Conditions of Approval attached hereto as Exhibit E, which Resolution provides that it shall take effect upon effectiveness of the Authorizing Ordinance.

M. On February 10, 2026, following a duly noticed and conducted public hearing, the City Council introduced and conducted a first reading, by title only, of (i) the Authorizing Ordinance; and (ii) Ordinance No. 1471 conditionally approving Zone Change (ZC) 24-05176.

N. On Month/Day, Year, the City Council adopted the Authorizing Ordinance, a copy of which is on file at the office of the City Clerk, and which includes the findings required by law for adoption of this Agreement, including the Development Agreement Law and Development Agreement Policies.

O. City has engaged in extensive studies and consultations in assessing the potential impacts of the Project as well as the various potential benefits the Project would provide to City and concluded that the development of the Project, as conditioned, is in the best interests of City.

P. In consideration of the substantial public improvements and benefits that will be provided to City by Owner, the strengthening of the planning process by the cooperation of the City and Owner in creating the Project, the certainty and clarity provided by the Agreement, which will allow Owner to develop the Project and the Parties to better understand the costs of the development, the City intends to give the Owner assurances that Owner can proceed with the development of the Project for the Term pursuant to the terms of this Agreement and in accordance with the Existing Land Use Regulations, except as may otherwise be agreed to by the Parties.

Q. This Agreement is being entered into pursuant to and in compliance with the requirements of the Development Agreement Law, including Sections 65867 and 65867.5 thereof.

COVENANTS

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Law, as it applies to City, pursuant to Article XI, Section 2 of the California Constitution, and in consideration of the foregoing recitals of fact, all of which are expressly incorporated into this Agreement, the mutual covenants set forth in this Agreement and for the further consideration described in this Agreement, the Parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "Authorizing Ordinance" means Ordinance No. 1472 approving this Agreement.

1.1.3 "Bonds" shall mean the Special Tax Bonds, if any, issued on behalf of any District (as defined in Section 1.14 of this Agreement) to be formed as provided herein, with the City or other governmental agency as the lead agency, or otherwise in connection with the Project.

1.1.4 "CEQA" shall mean the California Environmental Quality Act (Public Resources Code §21000 et seq.) and the related California Code of Regulations (the "CEQA Guidelines"), as amended from time to time.

1.1.5 "Citizens" shall mean the residents of the City of Perris as they may exist from time to time during the Term of this Agreement.

1.1.6 "City Council" means the duly elected and constituted city council of City.

1.1.7 "City Laws" shall mean all codified and uncodified enactments of City and all laws, regulations and standards of any governmental body having jurisdiction within City.

1.1.8 "City Manager" means the city manager of the City.

1.1.9 "Construction Codes" shall mean both the uniform codes governing construction and those adopted by the State of California and binding on City, as may be lawfully amended by City, currently or then applicable to the Project. Examples of Construction Codes include the Uniform Building Code, the National Electrical Code, the Uniform Plumbing Code, the Uniform Mechanical Code, the Uniform Housing Code, and the Uniform Code for the Abatement of Dangerous Buildings.

1.1.10 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.11 "Development Agreement Policies" means those certain development agreement policies established in Chapter 18.19 of the Perris Municipal Code.

1.1.12 "Development Approvals" means all non-legislative, site-specific (meaning specifically applicable to the Property only and not generally applicable to some or all other properties within the City) plans, maps, approvals, permits and other entitlements applicable to the Development of the Property, including, but not limited to: tentative and final subdivision and parcel maps; conditional use permits, public use permits and site plans; zoning; variances; development plan reviews; and, grading and building permits. Without limitation, "Development Approvals" does not include (i) rules, regulations, policies, and other enactments of general application within the City authorized to be applicable to the Property pursuant to this Agreement, or (ii) any matter where City has reserved authority under this Agreement.

1.1.13 "Days" shall mean calendar, not business days.

1.1.14 "Development Agreement Law" means Sections 65864 through 65869.5 of the California Government Code.

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

1.1.16 "Development Limitation" means proposed Zoning Code Text Amendment 25-00005 (if adopted) or any Moratorium (as defined below) that would temporarily prevent development of the Project in accordance with the Development Plan (as defined below).

1.1.17 "Development Plan" means the Owner's plan for Development of the Project as set forth in Exhibit F to this Agreement to be implemented pursuant to the Existing Development Approvals and Subsequent Development Approvals, in accord with the Existing Land Use Regulations (except as otherwise provided herein) and applicable Subsequent Land Use Regulations, and subject to the Reservations of Authority.

1.1.18 "Director" means the City's Director of Development Services, or his or her designee.

1.1.19 "Effective Date" means the date that the Authorizing Ordinance becomes effective.

1.1.20 "Existing Development Approvals" means all Development Approvals approved or issued by City for the Project prior to the Effective Date, including those described in Exhibit C to this Agreement and all other Development Approvals which are a matter of public record as of the Effective Date, which shall include the Tentative Parcel Maps and all approvals under the Subdivision Map Act.

1.1.21 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date. Existing Land Use Regulations includes the Land Use Regulations incorporated herein as Exhibit D and all other Land Use Regulations which are in effect and a matter of public record on the Effective Date. For clarification, and for the avoidance of doubt, notwithstanding any other provision of this Agreement, the Existing Land Use Regulations do not allow any warehousing and distribution uses or facilities on the Property. For purposes of this section, "warehousing and distribution" shall have the meaning set forth in Perris Municipal Code Chapter 19.08, except it shall not include the high-cube parcel hub facility (including the building and all operations within the Parcel Hub parcel) identified as Building 1 in the Development Plan ("Parcel Hub").

1.1.22 "General Plan" means the City's General Plan.

1.1.23 "Improvement" or "Improvements" means those public improvements required to support the development of the Project as described in the Conditions of Approval attached hereto as Exhibit E.

1.1.24 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of City and/or any subsidiary district of the City and/or any joint powers authority or council of governments of which the City is a member which affect, govern, or apply to the development and use of land, including, without limitation, the zoning and permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing

of development, the maximum height and size of proposed buildings, the reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. "Land Use Regulations" does not include any City ordinance, resolution, code, rule, regulation or official policy governing:

(a) the conduct of businesses, professions, and occupations;

(b) taxes and assessments;

(c) the granting of encroachment permits and the conveyance of similar rights and interests which provide for the use of or the entry upon public property; or

(d) the exercise of the power of eminent domain.

1.1.25 "Moratorium" means any interim urgency ordinance adopted by the City pursuant to Government Code Section 65858.

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

1.1.27 "Owner" means the persons and entities listed as Owner on page 1 of this Agreement and their permitted successors in interest to all or any part of the Property.

1.1.28 "Permitted Delay" means delays in a Party's performance due to: changes in local, state or federal laws or regulations (other than changes expressly permitted by this Development Agreement); strikes or the inability to obtain materials; delays caused by governmental agencies in issuing permits and approvals; Third Party Actions, actions of other public agencies to prohibit Development of the Property according to the Development Plan; civil commotion, fire, acts of God, war, lockouts, riots, floods, earthquakes, epidemic, quarantine, freight embargoes, and/or failure of contractors to perform; or, other circumstances beyond a Party's reasonable control and which substantially interfere with either Party's ability to perform its obligations under this Agreement. "Permitted Delays" do not include delays attributable to Developer's inability to obtain funds or financing or due to changes in market conditions or demands, whether or not foreseeable as of the Effective Date.

1.1.29 "Project" means the Development of the Property in accord with Alternative 4 with the Council Modifications and the Development Plan, as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement. For clarification, and for the avoidance of doubt, notwithstanding any other provision of this Agreement, the Project: (i) does not include any Development Approvals for the areas designated as future Phase 1, Phase 2, or residential in the Development Plan, as the Project is limited to programmatic-level planning for future development in such areas; and (ii) does not and shall not include any warehousing and distribution uses or facilities. For purposes of this section, "warehousing and distribution" shall have the meaning set forth in Perris Municipal Code Chapter 19.08, except it shall not include the Parcel Hub.

1.1.30 "Property" means the real property described on Exhibit A and shown on Exhibit B to this Agreement.

1.1.31 "Reservations of Authority" means the rights reserved to City under Section 3.6 of this Agreement.

1.1.32 "Specific Plan" means that certain specific plan adopted by the City Council, and entitled, "Harvest Landing Specific Plan."

1.1.33 "Subsequent Development Approvals" means all Development Approvals approved by the City subsequent to the Effective Date in connection with Development of the Property. Subsequent Development Approvals includes, without limitation, any modifications to Existing Development Approvals.

1.1.34 "Subsequent Land Use Regulations" means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.1.35 "Term" has the meaning set forth in Section 2.3.

1.1.36 "Third Party Actions" means litigation filed by a third party challenging the City's issuance of any Development Approval, including this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit A — Legal Description of the Property.

Exhibit B — Map showing Property and its location.

Exhibit C — Existing Development Approvals.

Exhibit D — Existing Land Use Regulations.

Exhibit E – Conditions of Approval

Exhibit F – Development Plan

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property shall be carried out in accordance with the terms of this Agreement.

2.2 Ownership of Property. Owner represents and covenants that it is the owner of the fee simple title to the Property, or has the right to acquire fee simple title to the Property from the current owner(s) thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for an initial period of ten (10) years thereafter unless terminated sooner pursuant to applicable provisions of this Agreement or extended pursuant to this Section or Section 11.12 of this Agreement. The term of this Agreement shall be extended for an additional five (5) years

following expiration of the initial ten (10) year term if the City Council reasonably determines that all of the below conditions have been satisfied:

(a) Owner has requested the extension and provided at least one hundred eighty (180) days' written notice of such request to City prior to expiration of the initial term;

(b) Owner has obtained building permits for at least fifty percent (50%) of the gross area of the commercial buildings contemplated by the Project, and overall is acting diligently and making reasonable progress toward completion of the Project considering all relevant circumstances in the Development of the Project; and

(c) Owner is not default of this Agreement and has not violated any of the Conditions of Approval.

If any of the conditions above have not been satisfied, the City Council may grant the requested five (5) year extension, or may grant a shorter extension or no extension, at its discretion. The initial term and all extensions obtained or granted shall be referred to collectively as the "Term."

2.4 Assignment.

2.4.1 Right to Assign. Owner shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410 et seq.), to any person, partnership, limited liability company, joint venture, firm or corporation at any time during the term of this Agreement ("Transferee"); provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and shall be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Owner shall provide City with: (1) an executed agreement, in a form reasonably acceptable to City, by the Transferee and providing therein that the Transferee expressly and unconditionally assumes all the rights, duties and obligations of Owner under this Agreement with respect to the portion of the Property so sold, transferred or assigned; and (2) the payment of the applicable processing charge to cover the City's review and consideration of such sale, transfer or assignment.

(c) No sale, transfer or assignment shall be made without City's prior written approval, which shall not be unreasonably withheld, after Owner provides City with documentation reasonably necessary for City to verify compliance subsection (a) of this Section 2.4.1, documentation and payment as necessary to comply with subsection (b) of this Section 2.4.1, and documentation and evidence reasonably satisfactory to City demonstrating that the Transferee meets the following criteria: (1) the Transferee has the financial strength and capability to perform the obligations of Owner under this Agreement with respect to any portion of the Property to be sold, transferred or assigned to Transferee; (2) the Transferee has the experience and expertise to operate the Project or applicable portion thereof and experience with operations and projects of a

similar scale as the Project or applicable portion thereof; and (3) the Transferee's business entity is registered and in good standing with the California Secretary of State, to the extent required by law.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall be void and ineffective and shall constitute a default by Owner under this Agreement.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment made in strict compliance with Section 2.4.1, a transferring Owner shall continue to be obligated under this Agreement unless such transferring Owner is given a release in writing by City, which release shall only be provided by City upon the full satisfaction by such transferring Owner of all the following conditions:

(a) Owner no longer has a legal or equitable interest in all or any portion of the Property sold, transferred, or assigned.

(b) Owner is not then in default under this Agreement.

(c) Owner has strictly complied with Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides City with security equivalent to any security previously provided by Owner to secure performance of its obligations hereunder.

2.4.3 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The Transferee shall be liable for the performance of all obligations of Owner with respect to the Property or portion thereof sold, transferred or assigned ("Transferred Property") commencing as of the effective date of the sale, transfer or assignment, but shall have no obligations with respect to the portions of the Property, if any, not sold, transferred or assigned(the "Retained Property").

(b) The owner of the Retained Property shall be liable for the performance of all obligations of Owner with respect to Retained Property, but shall have no further obligations with respect to the Transferred Property from and after the effective date of the sale, transfer or assignment.

(c) The Transferee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the Owner.

(d) A default under this Agreement by Owner relating to the Retained Property shall not be considered or acted upon by the City as a default by the Transferee and shall not affect the Transferee's rights or obligations hereunder. Likewise, a default by a Transferee relating to the Transferred Property shall not be considered or acted upon by the City as a default by Owner and shall not affect Owner's rights and obligations hereunder.

2.4.4 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.4.5 [Reserved]

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part by either Party or successor in interest only in the manner provided for in Government Code Sections 65865.1 or 65868 and the Development Agreement Policies. Any amendment of this Agreement, which amendment has been requested by Owner, shall be considered by the City only upon the payment of the applicable processing charge. This provision shall not limit any remedy of City or Owner as provided by this Agreement. For purposes of this section, the term "successor in interest" shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance.

2.6 Modifications. Upon written application to the Director, Owner may request City approval of modifications to the Development Plan, which shall be processed as Subsequent Development Approvals in accordance with Section 3.4 of this Agreement.

2.7 Termination.

2.7.1 This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Termination pursuant to Section 6.1.6(c), 6.2, 6.3, 7.4 or 7.5 of this Agreement.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the Authorizing Ordinance.

(c) The adoption of a referendum measure overriding or repealing the Authorizing Ordinance.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by City or applicable public agency of all required dedications.

(e) Termination of this Agreement based on any default of Owner and following the termination proceedings required by the Development Agreement Policies.

2.7.2 In the event this Agreement is terminated, all rights of the Owner or successors in interest under this Agreement shall terminate. Any and all benefits, including money or land, received by the City shall be retained by the City. Notwithstanding the above provision, any termination of this Agreement shall not prevent the Owner from completing a building or other improvements authorized pursuant to a valid building permit previously approved by the City or

under construction at the time of termination, but the City may take any action permitted by law to prevent, stop or correct any violation of law occurring during and after construction, and the Owner or any tenant shall not occupy any portion of the Project or any building not authorized by a previously issued building permit. As used herein, the term "construction" shall mean work under a valid building permit, and the term "completing" shall mean completion for beneficial occupancy for Owner's use, or if a portion of the Project is intended for use by a lessee or tenant, then for such portion the term "completion" shall mean completion except for interior improvements such as, duct and electrical runouts, floor covering, wall coverings, lighting, furniture, trade fixtures, finished ceilings, and other improvements typically constructed by or for tenants of similar buildings. All such uses shall, to the extent applicable, be deemed nonconforming uses and shall be subject to the nonconforming use provisions of the Perris Municipal Code.

2.8 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to City:

City of Perris
101 North "D" Street
Perris, CA 92570
Attn: City Manager
Email: cmiramontes@cityofperris.org
Telephone: (951) 943-6100

with a copy to:

Aleshire & Wynder, LLP
1 Park Plaza, Suite 1000
Irvine, CA 92614
Attn.: Sunny Soltani
Email: ssoltani@awattorneys.com
Telephone: (949) 250-5430

If to Owner:

HIP So-Cal Properties, LLC
Attn: Timothy Howard
2244 N Pacific Street
Orange, CA 92865
Email: thoward@hipre.net
Telephone: (714) 637-3333

with a copy to:

Allen Matkins Leck Gamble
Mallory & Natsis LLP
2010 Main Street, 8th Floor
Irvine, CA 92614
Attn: Jonathan Shardlow
Email: jshardlow@allenmatkins.com
Telephone: (949) 851-5422

(c) Either Party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a Party or an officer or representative of a Party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop; Additional Land Use Restriction for Future Phase 1 MBU Area. Subject to the terms of this Agreement including the Reservations of Authority, Owner shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. Notwithstanding the foregoing: (i) any and all Development that is not part of the Project, including Development in the areas depicted as future Phase 1, Phase 2 or residential in Exhibit F attached hereto, will require Owner to apply for and obtain City approval of any and all Development Approvals applicable to such Development; and (ii) notwithstanding the Existing Land Use Regulations (including the Specific Plan) or any other provision of this Agreement to the contrary, within the future Phase 1 MBU area shown in Exhibit F attached hereto, all non-residential land uses (excluding any revision to the approved Parcel Hub facility limited solely to any access roads, minor parking lot adjustments, or landscaping) that are listed as either permitted or conditionally permitted in the Specific Plan, as amended by SPA 22-05250, are hereby further restricted such that they shall require a conditional use permit approved by the City Council, whereas residential uses are permitted to the extent provided in the Specific Plan, as amended by SPA 22-05250. City shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. Owner's aforementioned vested right to develop the Property shall be enforceable notwithstanding the adoption by the City of any Development Limitation that becomes effective after the Effective Date. Except as provided herein: (i) the Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan; and (ii) the permitted uses of the Property, the density and intensity of use, the

maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority and Section 3.1 above pertaining to Development Limitations, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations and any further restrictions in the Existing Development Approvals (including the Conditions of Approval) and this Agreement. In connection with any Subsequent Development Approval, City shall exercise discretion in the same manner that it exercises discretion under its police powers including the Reservations of Authority set forth herein and irrespective of the adoption or enactment of any Development Limitation that becomes effective after the Effective Date; provided, however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement. However, City shall timely process all applications for Subsequent Development Approvals.

3.3 Timing of Development. The Parties acknowledge that the public benefits to be provided by Owner to City pursuant to this Agreement are in consideration for and reliance upon assurances that City will permit development of the Property in accordance with the terms of this Agreement. Accordingly, City agrees that it will not attempt to restrict or limit the development of the Property in conflict with the provisions of this Agreement, including through the application of any Development Limitation that becomes effective after the Effective Date to the Property during the term of this Agreement. City acknowledges that Owner cannot at this time predict the timing or rate at which the Property will be developed. The timing and rate of development depend on numerous factors such as market completion schedules, and other factors which are not within the control of Owner or City. Except as provided in Section 4.2 pertaining to the requirements for development and construction of the Retail Commercial component of the Project prior to or concurrently with the Parcel Hub, and subject to all other applicable requirements of this Agreement, it is the intent of the Parties to avoid the result reached *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465 and permit Owner to develop the Property in such order and at such rate and at such time as Owner deems appropriate within the exercise of Owner's sole subjective business judgment, notwithstanding the adoption of an initiative after the Effective Date by City's electorate to the contrary.

3.4 Modifications to Existing Development Approvals; Subsequent Development Approvals. The Parties acknowledge that refinement and further development of the Project may necessitate Subsequent Development Approvals, including modifications to the Existing Development Approvals. In the event Owner finds that a modification in the Existing Development Approvals or in a Subsequent Development Approval is necessary or appropriate, Owner shall apply for a Subsequent Development Approval to effectuate such change and City shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. If approved, any Subsequent Development Approval shall be incorporated herein as an addendum to Exhibit C, and may be further changed from time to time as provided in this Section. Notwithstanding the foregoing, unless otherwise required by law, as determined in City's

reasonable discretion, a change to the Existing Development Approvals that is deemed "minor" by the Director in his or her discretion, subject to the following limitations, may be approved by the Director and shall not require an amendment to this Agreement. Notwithstanding the Existing Land Use Regulations, a change to the Existing Development Approvals may be deemed "minor" by the Director only if such change does not do any of the following:

(a) Alter or contravene the permitted uses of the Property;

(b) Increase the square footage of any Project tenant space by more than 2,500 square-feet, except any such increase that does not comply with all applicable development standards shall not be deemed "minor";

(c) Modify the site layout of any portion of the Project in a manner that substantially alters the intent of the original concept as approved in the Existing Development Approvals;

(d) Increase the height or square footage of any Project building, if such increase in height or square footage would exceed the height or square footage specified in the Existing Development Approvals;

(e) Delete any requirement for the reservation or dedication of land for public purposes within the Property, unless such deletion is warranted due to a decrease in the Project's square footage; or,

(f) Require a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

3.5 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and the Owner. It is anticipated due to the term of this Agreement that clarifications to the Development Approvals may be appropriate with respect to the details of performance of the City and the Owner. If and when, from time to time, during the Term, City and Owner agree that such clarifications are necessary or appropriate, the Parties shall effectuate such clarifications through operating memoranda ("Operating Memoranda") approved by the Parties in writing, which reference this Section of the Agreement. Operating Memoranda are not intended to constitute an amendment to this Agreement but mere ministerial clarifications; therefore, public notices and hearings shall not be required. The City Attorney shall be authorized, upon consultation with the Owner, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment to the Agreement which requires compliance with the provisions of this Agreement pertaining to amendments. The authority to enter into such Operating Memoranda is hereby delegated to the City Manager, and the City Manager is hereby authorized to execute any Operating Memoranda hereunder without Planning Commission or City Council action and without public hearing.

3.6 Reservations of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the City shall not be prevented from applying new rules, regulations

and policies (including Subsequent Land Use Regulations) upon the Project or the Property, nor shall a development agreement prevent the City from denying or conditionally approving any subsequent development project application (including for any Subsequent Development Approval) on the basis of such new rules, regulations and policies where the new rules, regulations and policies consist of the following:

(a) Processing fees and charges of every kind and nature imposed by City to cover the costs of processing applications for Development Approvals or Subsequent Land Use Regulations or for monitoring compliance with any Development Approvals or Land Use Regulations.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(c) Regulations, policies, and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the City and any local amendments to those codes adopted by the City.

(d) Regulations which conflict with this Agreement or the Development Plan but which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide Owner with the rights and assurances provided under this Agreement.

(e) Regulations which do not conflict with this Agreement or the Development Plan. To the greatest extent possible, these regulations must be applied and construed to provide Developer with all of the rights and assurances provided under this Agreement. Future changes to the Existing Land Use Regulations shall be deemed to be in conflict with the Development Plan if they: (i) alter or change any permitted or conditionally permitted land use of the Project in a manner that is more restrictive than the Development Plan; (ii) limit or reduce the height or floor area ratio of any of the Project buildings or improvements to a level that is below what is provided for in the Development Plan; (iii) reduce the square footage of any of the buildings of the Project to a level that is below what is provided for in the Development Plan; (v) materially increase (by an amount greater than 15%) the cost of performance of, or preclude compliance with, the Development Plan; (vi) preclude the availability of public utilities, services, infrastructure or facilities to the Project; (vii) impose limits or controls in the rate, timing, phasing or sequencing of development of the Project inconsistently with or more restrictive than limitations included in the Existing Development Approvals and this Agreement; (viii) limit or control the locations of buildings, structures, grading or other improvements of the Project inconsistently with or more restrictive than limitations included in the Existing Development Approvals and this Agreement; or (ix) constitute a Development Limitation that become effective after the Effective Date.

(f) Regulations that conflict with the Development Plan, but which the Owner applies to the City for (e.g., requested Subsequent Land Use Regulations for the Property

such as further amendments to the Harvest Landing Specific Plan, which are subject to City Council approval), or to which the Owner consents in writing.

(g) Development Impact Fees, including but not limited to establishment or adjustment of Development Impact Fee amounts pursuant to Perris Municipal Code Section 19.68.020(b)(2).

(h) Fees adopted, imposed or increased pursuant to Perris Municipal Code Chapter 18.32 or Government Code Sections 66483 *et seq.*, including but not limited to any South Perris Road and Bridge Benefit District (RBBD) that may be formed or established by the City.

3.6.2 Subsequent Development Approvals. This Agreement shall not prevent City, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations that are authorized by Section 3.6.1, nor shall this Agreement prevent City from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations, any further restrictions thereto which are set forth in this Agreement, or any Subsequent Land Use Regulation that is authorized by Section 3.6.1. Notwithstanding the foregoing or any other provision of this Agreement, no Subsequent Development Approval shall provide or allow for any warehousing and distribution use or development on the Property. For purposes of this section, "warehousing and distribution" shall have the meaning set forth in Perris Municipal Code Chapter 19.08, except it shall not include the Parcel Hub.

3.6.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. In the event Owner alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the City does not agree, the Owner may, seek declaratory relief (or other similar non-monetary remedies); provided, however, that nothing contained in this Section 3.6.3 shall impose on City any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.6.4 Intent. The Parties acknowledge and agree that City is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to City its police power which cannot be limited. This Agreement shall be construed to reserve to City all such power and authority which cannot be restricted by contract. However, unless it is necessary to preserve the City's police power, City agrees that it shall not further restrict or limit Development of the Property in violation of this Agreement except in strict accordance with the Reservations of Authority outlined in this Section 3.6.

3.6.5 If Owner files litigation challenging the application of a Subsequent Land Use Regulations as being in violation of this Agreement or as exceeding the Reservations of Authority, Owner shall bear the burden of proof in establishing that such Subsequent Land Use Regulations is inconsistent with this Agreement, Existing Development Approvals, Subsequent Development Approvals, the Project, or the Intent of the Parties. Once Owner establishes its burden of proof, City shall bear the burden of proof in establishing that such Subsequent Land Use Regulation Law was enacted pursuant to, and in accordance with, the Reservations of Authority and was not applied by City in violation of this Agreement or any other law.

3.7 Public Works. If Owner is required by this Agreement to construct any public works facilities which will be dedicated to City or any other public agency upon completion, and if required by applicable laws to do so, Owner shall perform such work in the same manner and subject to the same requirements as would be applicable to City or such other public agency should it have undertaken such construction.

3.8 Acquisition of Offsite Real Property Interests. Subject to compliance with and the protections provided by Government Code Section 66462.5, in any instance where Owner is required by any Development Approval or Land Use Regulation to construct any public improvement on land not owned by Owner (together, "Offsite Improvements"), Owner shall at its sole cost and expense provide or cause to be provided, the real property interests necessary (generally assumed to be via easement or license rather than fee title ownership) for the construction of such public improvements (the "Offsite Property"). The City and Owner each reserve and retain all rights and protections available to them, respectively, under Government Code Section 66462.5.

3.8.1 Owner's Option to Terminate Proceedings. City shall provide written notice to Owner no later than fifteen (15) days prior to making an offer to the owner of the Offsite Property. At any time within that fifteen (15) day period, Owner may, at its option, notify City that Owner wants City to cease all acquisition proceedings with respect to the Offsite Property. Upon notification, City shall cease all acquisition proceedings relating to the Offsite Property. If the City elects to utilize its power of eminent domain, City shall provide written notice to Owner no later than fifteen (15) days prior to the date of the hearing on City's intent to consider the adoption of a resolution of necessity as to any Offsite Property. At any time within that fifteen (15) day period, Owner may, at its option, notify City that it wants City to cease condemnation proceedings, whereupon City shall cease such proceedings. If Owner does not notify City to cease condemnation proceedings within said fifteen (15) day period, then City may proceed to consider and act upon the Offsite Property resolution of necessity. If City adopts such resolution of necessity, then City shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Offsite Property.

3.9 Regulation by Other Public Agencies. It is acknowledged by the Parties that other public agencies not within the control of City possess authority to regulate aspects of the development of the Property separately from or jointly with City and this Agreement does not limit the authority of such other public agencies. City agrees to reasonably cooperate, at no cost to City, with Owner in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the City.

3.10 Tentative Parcel Maps and Other Development Approvals; Extension. With respect to applications by Owner for tentative parcel or subdivision maps for portions of the Property, City agrees that Owner may file and process tentative parcel and subdivision maps and final maps, which may be processed in phases. The lifespan of all tentative maps and all other Development Approvals shall be coterminous with the Term of this Agreement.

4. PUBLIC BENEFITS.

4.1 Intent. The Parties acknowledge and agree that development of the Property will result in substantial public needs which will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on Owner which should be balanced by commensurate public benefits. Accordingly, the Parties intend to provide consideration to the public to balance the private benefits conferred on Owner by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Retail Commercial Construction and Land Subsidy. Owner agrees that, except as otherwise provided in Section 4.2.1 below: (i) the big box commercial retail building (165,050 sq. ft.), the in-line commercial retail building (Majors A through K, totaling 202,977 sq. ft.), one outlying building for a sit-down restaurant, as shown in Exhibit F, all off-site improvements, including drainage, and all parking lot improvements and landscaping for the retail commercial component of the Project shall be constructed prior to or concurrently with construction of the Parcel Hub; and (ii) at least 194,000 square feet of the aforementioned retail commercial floor space, a family entertainment use, and one sit-down restaurant in outlying building for a sit down restaurant, shall be open and fully operational prior to occupancy permits (i.e., issuance of a certificate of occupancy) for the Parcel Hub. In addition to the foregoing, Owner agrees to provide a land subsidy for the Retail Commercial Center in the amount of approximately $22,400,000.00 to allow for the provision of lower rents that will attract a stable of top tier retail tenants.

4.2.1 Exception. In the event that clause (i) and/or clause (ii) in Section 4.2 above have not been fully satisfied by Owner at the time when all other requirements for issuance of a certificate of occupancy for the Parcel Hub are met, then if Owner requests issuance of the certificate of occupancy for the Parcel Hub without first fully satisfying these requirements and demonstrates to the Director's satisfaction that at minimum, construction of the big box commercial retail building (165,050 sq. ft.) and, the in-line commercial retail building (Majors A through K, totaling 202,977 sq. ft.), as shown in Exhibit F, with one unit for a family entertainment use, and one building for a sit-down restaurant in the outlying Pads, and all off-site improvements, parking lot improvements, and landscaping has been completed, the City shall issue a Certificate of Occupancy for the Parcel Hub provided Owner makes a payment to the City as follows: (i) Fifteen Million Dollars ($15,000,000) prior to issuance of a certificate of occupancy for the Parcel Hub; and (ii) One Million Dollars ($1,000,000) monthly thereafter until a restaurant in the outlying building for a sit-down restaurant is fully operational, at least 194,000 square feet of the commercial retail space is fully operational, and one family entertainment use is fully operational. If Owner utilizes the foregoing exception to obtain Parcel Hub occupancy permits, then in addition to making the aforementioned payments to the City, Owner shall have a continuing obligation to diligently complete tenanting of the outlying sit-down restaurant building and have it be fully operational as a sit-down restaurant, and to have 194,000 square feet of retail commercial space

and one family entertainment use be fully operational. No Permitted Delay or other occurrence of Force Majeure shall apply to the payment obligations set forth in this Section 4.2.1.

4.3 Public Art Installation. In addition to paying the applicable public art fee pursuant to Perris Municipal Code Chapter 5.60, Owner agrees to construct a minimum of five (5) public art installations within the public right-of-way or privately-owned common area spaces of the Project from which such art installations can be viewed and enjoyed by the public with a total estimated value of approximately $2,500,000.00. Owner agrees to work cooperatively and coordinate with the City, including obtaining approval from an applicable City Council subcommittee, and the City of Perris Historical Society on the specific nature and locations of such art installations. All such art installations shall be complete prior to issuance of any certificate of occupancy for the Project. Individual art valuations shall be submitted by Developer to the Director for each such art installation. Should the value of Developer's art installations collectively be less than **$2,500,000** as reasonably determined by the Director, then Developer shall pay the City the difference between **$2,500,000** and the collective value of the Developer's art installations as reasonably determined by the Director prior to issuance of any certificate of occupancy for the Project.

4.4 Park Features Around the Regional Water Quality Basin. Prior to the issuance of occupancy permits for any of the Retail Commercial buildings (including the big box and shopping center buildings), and in consultation with the City, Owner agrees to construct and install certain park features and amenities, as substantially illustrated in the concept plan submitted to and approved by the City Council in connection with its approval of the Project, in and around the proposed Regional Water Quality Basin ("Park Features"). Such Park Features may include, without limitation, outdoor open space gathering areas, trails, exercise equipment, water features, and public art. The present estimated cost of the Park Features to be installed by Owner pursuant to this provision is approximately $9,000,000.00.

4.5 Sports Park. Owner agrees to construct a 16-acre Sports Park for the benefit of local residents in Phase 1 of the Project, prior to issuance of a certificate of occupancy for the Parcel Hub, substantially in the area depicted in green and labeled "Harvest Landing Sports Park" in the Development Plan included as Exhibit F to this Agreement, subject to the City's approval of an Administrative Development Plan Review application for the development, which shall be submitted by Owner within 60 days after the Effective Date and diligently pursued thereafter. The Sports Park shall include the following amenities, subject to the City's final approval: up to four (4) grass or artificial grass soccer fields, a tot-lot or playground area, perimeter fencing, a soccer pro-shop, restrooms, and designated storage area. La Academia, Soccer Club ("La Academia, S.C.") shall be entitled to a right of first refusal to lease or license the use of the Sports Park from Owner, including all maintenance, security and other responsibilities associated therewith. In the event that La Academia, S.C. fails to adequately maintain or secure the Sports Park, and at any other time when there is no lessee or licensee adequately performing such obligations, Owner (as landowner) shall be held responsible for such security and maintenance obligations. Nothing herein shall be construed to relieve Owner of any of its obligations as a landowner to maintain the property free of nuisances at all times in compliance with Title 7 of the Perris Municipal Code. If La Academia, S.C. fails to exercise its right of first refusal or ceases to lease, license or operate the Sports Park at any point in the future, City shall have a right of first refusal to acquire fee title to the Sports Park from Owner at no cost to City. City shall be required to exercise such right of first refusal within ninety (90) days after receiving formal notice from Owner of the failure to exercise, termination or expiration of La Academia, S.C's lease or license to use the Sports Park, which notice shall specify the City's right of first refusal and the 90-day period to act.

4.6 First-time Homebuyer Down Payment Assistance Program. Owner agrees to fund a citywide first-time homebuyer down payment assistance program for residents of Perris in the amount of Two Million Dollars ($2,000,000) to be paid to the City within 90 days of the Effective Date of this Agreement. The City shall be solely responsible for implementing and monitoring this program.

4.7 City Aquatics Center Funding. HIP So-Cal Properties, LLC agrees to fund a city aquatics center in the amount of Five Million Dollars ($5,000,000) to be paid to the City concurrently with the issuance of the first building permit for any development project in Phase II or upon selling any property within Phase II, whichever comes first.

4.8 Hospital Use. For a period of 10 years, Owner agrees to reserve and set aside the 40.42 acre parcel within the Phase 2 MBU designation for a hospital, and agrees to make reasonable and diligent good faith efforts to procure such a hospital development and use occupying all or most of the reserved land.

4.9 Development Impact Fees and Assessment Districts.

4.9.1 Amount and Components of Fee. Notwithstanding any other provision of this Agreement, Development Impact Fees shall be paid by Owner in accordance with the City's Development Impact Fee Program pursuant to Perris Municipal Code Section 19.68.020 and applicable City resolutions and policies adopted thereunder, as the same may be amended. The Development Impact Fee amounts to be paid by Owner shall be determined according to the

fees/rates in effect at the time of building permit issuance for each portion or portions of the Project.

4.9.2 Time of Payment. The Development Impact Fees required pursuant to Subsection 4.5.1 shall be paid to City prior to building permits for each portion or portions of the Project. No fees shall be payable for building permits issued prior to the Effective Date of this Agreement, but the fees required pursuant to Subsection 4.5.1 shall be paid prior to the re-issuance or extension of any building permit for the Project for which such fees have not previously been paid. Notwithstanding the foregoing, deferral of the payment of any Development Impact Fees may be granted pursuant to a separate agreement approved by City pursuant to City policy.

4.9.3 Credits. To the extent that the Owner constructs qualifying public facilities as part of the Project, the Owner shall be entitled to credit and/or reimbursement to offset the Development Impact Fees required pursuant to Subsection 4.5.1 in accordance with Perris Municipal Code Section 19.68.020 and the City's applicable policies and procedures adopted or amended by resolution thereunder from time to time. City shall issue any DIF Credit in accordance with the provisions of a separate Fee Credit Agreement to be entered into between City and Owner. City and Owner agree that the Fee Credit Agreement between City and Owner shall comply with City's adopted policies applicable to such agreements, as such policies may be amended from time to time.

4.9.4 Assessment 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. Owner shall complete all actions required to complete such annexation prior to approval or recordation of a Final Map or issuance of any grading permit for the Project, whichever occurs first. This requirement shall apply to districts existing as of the Effective Date and any later-formed districts existing prior to approval or recordation of a Final Map or issuance of any grading permit for the Project, whichever occurs first.

4.10 Responsibility for Construction of Public Improvements. Developer shall construct all Improvements as required by the Conditions of Approval attached hereto as Exhibit E, as may be modified by a Subsequent Development Approval, at the times specified in the relevant Conditions of Approval.

4.10.1 Timely Construction of Public Infrastructure. The phasing of any areawide infrastructure construction will be as approved by the City. Owner shall be responsible for the timely construction and completion of all Improvements required for the Project and for compliance with this Agreement including Section 4.2 hereof.

4.10.2 Completed Infrastructure. In the event that any condition imposed by the City on the Project has been satisfied by another developer or other source in the City prior to the time that Owner is required to satisfy same, then upon satisfaction of that condition by the third party, Owner's conditions shall be deemed satisfied, and no further or additional condition shall be added by City to replace or supplement same.

4.10.3 Scope and Timing. Except as expressly provided herein, Owner shall construct all on and off-site improvements in accordance with the Existing Development Approvals and Subsequent Development Approvals. The timing and phasing of the on and off-site improvements shall be in accordance with the Conditions of Approval (attached hereto as Exhibit E) applicable to the phase of the Project being developed, unless a contrary time is specified in this Agreement.

4.11 Relocation of School Site; Future Development of Existing School Site. Prior to the construction of any building within the MBU-designated area located north of Orange Avenue, Owner agrees to use reasonable good faith efforts to purchase the current Val Verde Elementary School site, and shall offer to the Val Verde Unified School District, as a proposed relocation school site in connection with Owner's proposed purchase of the current Val Verde Elementary School site, an alternative site comprised of at least eleven (11) acres suitable for the proposed relocation of Val Verde Elementary School, which eleven (11) acres shall be located on Owner's property identified as Riverside County Assessor's Parcel Numbers 300-190-001, 300-190-002, 300-190-003, and/or 300-190-004 ("Relocation School Site"). In the event the Relocation School Site is not deemed acceptable to the Val Verde Unified School District, Owner shall make reasonable efforts to identify an alternative site of at least eleven (11) acres suitable for the proposed relocation of Val Verde Elementary School, which site shall be owned or subject to acquisition by Owner within a reasonable period of time not to exceed one (1) year following the effective date of this Agreement. In the event that Owner complies with the foregoing and Val Verde Unified School District fails to approve such Relocation School Site or alternative site prior to the commencement of construction of any building within the MBU-designated area north of Orange Avenue, this provision shall not preclude the development of any such building nor otherwise prevent or delay the construction of the Project in accordance with the Development Plan. In addition to and notwithstanding the foregoing, Owner agrees that any future development on the former Val Verde Elementary School site shall not consist primarily of a heavy truck-intensive use or operation.

4.12 Job Fair. Owner will coordinate with the Perris Chamber of Commerce to hold a job fair for local residents for the Project's Retail Commercial Center and Parcel Hub facilities.

4.13 Toy Drive. Owner will agree to participate as a "Christmas Miracle" Lifetime Annual Partner for the Perris Trolley Toy Drive commencing in 2026.

4.14 EMWD Well Service. Owner will agree to coordinate with Eastern Municipal Water District for the provision of potable water well service for up to 3,000 new residential units in the area surrounding the Project.

4.15 Project Labor Agreements. Owner will agree to enter into Project Labor Agreements with at least three (3) local union organizations for the construction of Project backbone infrastructure and other site improvements contemplated for the Project.

4.16 Warehousing and Distribution Use Restriction Covenant. Prior to the issuance of any building permit for the Parcel Hub, the Owner shall record a covenant on title to the property that is the subject of TPMs 38810 and 38811, which covenant shall permanently prohibit warehousing and distribution uses on the Property. For the avoidance of doubt, the covenant shall

not apply to prohibit the Parcel Hub facility from conducting parcel hub operations within the entirety of the Parcel Hub parcel . The covenant shall be in a form approved by the City Attorney, shall run with the land, and shall bind the Owner and all future owners of the property that is the subject of TPMs 38810 and 38811, or any portion thereof. Owner, for itself, its successors and assignees, agrees and warrants that it will not seek or request to have the requirements of this section modified or removed, nor will it seek or request to have the covenant (once recorded) modified, terminated or released from title to the Property or any portion thereof.

5. FINANCING OF PUBLIC IMPROVEMENTS.

If deemed appropriate by City to form any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities or Improvements required as part of the Development Plan, Owner will cooperate in such formation as may be requested by City. City acknowledges the possibility that, to the extent any such district or other financing entity is formed and sells bonds in order to finance such infrastructure or Improvements, such district or other financing entity may allow for Owner to be reimbursed to the extent that Owner spends funds or dedicates land for the establishment of public facilities. Notwithstanding the foregoing, it is acknowledged and agreed by the Parties that nothing contained in this Agreement shall be construed as requiring City or the City Council to form any such district or to issue and sell bonds, or to allow any reimbursement for Owner.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The Director, on behalf of the City, shall review this Agreement annually at Owner's expense, on or before the anniversary of the Effective Date, in order to ascertain the good faith compliance by Owner with the terms of this Agreement. Owner shall submit an Annual Monitoring Report to City, in a form acceptable to the Director, along with the applicable processing charge, within ten (10) days after each anniversary date of the Effective Date of this Agreement. The applicable processing charge shall be based upon the actual costs incurred by City to process this Annual Monitoring Report. Issuance of a notice of continuing compliance may be issued by the Director. The amount of the annual review and administration fee shall be set by resolution of the City Council. Failure of City to conduct an annual review will not constitute a waiver by City of its rights to otherwise enforce the provisions of this Agreement nor will Developer have or assert any defense to such enforcement by reason of any such failure to conduct any annual review(s).

6.1.2 Initiation of Special Review. A special review may be called either by agreement of the Parties or by unilateral initiation by the City in one or more of the following ways:

(a) Recommendation of the Director;

(b) Affirmative vote of at least three (3) members of the Planning Commission; or

(c) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The Director shall begin the special review proceeding by giving notice to Owner that the City intends to undertake a special review of this Agreement. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Special Review Public Hearing. The Planning Commission shall conduct a hearing for the special review at which Owner must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue shall be on Owner.

6.1.5 Findings Upon Special Review Public Hearing. The Planning Commission shall determine, upon the basis of substantial evidence, whether Owner has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure.

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

(b) Upon completion of a periodic review or special review, if the Director (based on the Planning Commission's determination for a special review) finds good faith compliance by the Owner with the terms of this Agreement, the Director shall issue a Certificate of Compliance in accordance with Section 6.4. The issuance of a Certificate of Compliance and the expiration of the appeal period hereinafter specified without appeal, or the confirmation by the City Council of the issuance of the certificate on such appeal, shall conclude the review for the applicable period and such determination shall be final.

(c) If the Director, on basis of substantial evidence, finds the Owner has not complied in good faith with the terms of this Agreement, the Director shall specify in writing to the Owner the respects in which Owner has failed to comply. The Director shall also specify a reasonable time for the Owner to meet the terms of compliance. If such areas of noncompliance are not corrected within the reasonable time limits as prescribed by the Director, this Agreement may be terminated in accordance with Section 6.2 and Section 6.3.

(d) Any interested person may file an appeal of the issuance of a Certificate of Compliance to the City Council within ten days after the certificate's issuance. The Owner may also file an appeal to the City Council of the finding of the Director of noncompliance within ten days after the giving of notice of such determination. All appeals before the City Council shall be conducted pursuant to a noticed hearing in the same manner as any other appeal before the City Council, at which evidence shall be taken and findings thereon made.

6.2 Proceedings Upon Modification or Termination. If Owner fails to timely cure any of the matters constituting the basis for the Director's finding under Section 6.1.6(c), then City may proceed to terminate this Agreement following the procedures set forth in this Section 6.2 and in Section 6.3. In accordance with Perris Municipal Code Section 18.19.250, the Director shall pursuant to the notice provisions of Perris Municipal Code Chapter 18.19 request that the City Council conduct a public hearing as provided in Section 6.3.

6.3 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, Owner shall be given an opportunity to be heard. Owner shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof by substantial evidence of compliance by Owner shall be on Owner. If the City Council finds, based upon substantial evidence in the administrative record, that Owner has not complied in good faith with the terms or conditions of the Agreement, the City Council may either terminate this Agreement upon 60 days' notice to Owner, or in its discretion, may allow this Agreement to be continued by imposition of new terms and conditions intended to remedy such noncompliance. The City Council may impose such conditions to the action it takes as it considers necessary to protect the interests of the City. The decision of the City Council shall be final.

6.4 Certificate of Agreement Compliance. If, at the conclusion of a periodic or special review, Owner is found to be in compliance with this Agreement, the Director shall issue a Certificate of Agreement Compliance ("Certificate") to Owner stating that after the most recent periodic or special review and based upon the information known or made known to the Director and City Council, (i) this Agreement remains in effect and (ii) Owner is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a periodic or special review, and shall state the anticipated date of commencement of the next periodic review. Owner may record the Certificate with the County Recorder.

7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the Parties that City would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof.

In general, and subject to those procedural prerequisites required under the Development Agreement Law or this Agreement, each of the Parties may pursue any remedy at law or equity available for the breach of this Agreement, except that neither Party will be liable in monetary damages (other than attorneys' fees under Section 7.6) to the other Party, or to any successor in interest of that Party, or to any other person, entity, organization or association. Each Party covenants not to sue for monetary damages or claim any monetary damages related to any of the following:

(a) Any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) Any taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

7.2 Specific Performance. The Parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all Parties for the following reasons:

(a) Money damages are unavailable against City as provided in Section 7.1 above.

(b) Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, Owner may be foreclosed from other choices it may have had to utilize the Property or portions thereof. Owner has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate Owner for such efforts.

7.3 Release. Except for non-damage remedies, including the remedy of specific performance and judicial review as provided for in Sections 7.2 and 6.3, respectively, Owner, for itself, its successors and assignees, hereby releases the City, its elected and appointed officials, officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the City because it entered into this Agreement or because of the terms of this Agreement.

7.4 Termination or Modification of Agreement for Default of Owner. Subject to the provisions contained in Subsection 6.3 herein, City may terminate or modify this Agreement for any failure of Owner to perform any material duty or obligation of Owner under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, City may terminate or modify this Agreement pursuant to this Section only after providing written notice to Owner of default setting forth the nature of the default and the actions, if any, required by Owner to cure such default and, where the default can be cured, Owner has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within the first 30 days of such 60 day period and to diligently proceed to complete such actions and cure such default.

7.5 Termination of Agreement for Default of City. Owner may terminate this Agreement only in the event of a default by City in the performance of a material term of this Agreement and only after providing written notice to City of default setting forth the nature of the default and the actions, if any, required by City to cure such default and, where the default can be cured, City has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within the first 30 days of such 60 day period and to diligently proceed to complete such actions and cure such default.

7.6 Attorneys' Fees. Should any legal action be brought by either Party against the other for default under this Agreement or to enforce or interpret any provision hereof, the Party

prevailing in such action shall be entitled to recover against the non-prevailing Party its reasonable attorneys' fees and costs incurred in such action.

8. THIRD PARTY LITIGATION.

8.1 General Plan Litigation. City has determined that this Agreement is consistent with its General Plan, as such General Plan exists as of the Effective Date ("General Plan"), and that the General Plan meets all requirements of law. Owner has reviewed the General Plan and concurs with City's determination.

Neither City, nor any of its agents, elected and appointed officials, officers, employees or independent contractors, shall have any liability in damages to Owner or any other person or entity for any failure of City to perform under this Agreement or the inability of Owner to develop the Property as contemplated by the Development Plan or this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

8.2 Third Party Litigation Concerning Agreement. Owner shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless City, its agents, elected and appointed officials, officers, employees, and independent contractors, and each of them, from and against any claim, action or proceeding against City, its agents, elected and appointed officials, officers, employees, or independent contractors to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit, entitlement or approval granted pursuant to or in connection with this Agreement or the Project, and from and against any associated liabilities, costs, fees, or expenses. City shall promptly notify Owner of any such claim, action or proceeding, and City shall cooperate reasonably in the defense. City may in its discretion participate in the defense of any such claim, action or proceeding.

8.3 Indemnity. In addition to the provisions of Sections 8.1 and 8.2 above, Owner shall indemnify and hold City, its officers, agents, elected and appointed officials, employees and independent contractors, and each of them, free and harmless from and against any claims and liabilities whatsoever, based or asserted upon any act or omission of Owner, its directors, officers, owners, agents, elected or appointed officials, employees, subcontractors and/or independent contractors, for property damage, bodily injury, or death (Owner's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the work, operations or activities contemplated hereunder, including, but not limited to, the study, design, engineering, Development, construction, completion, failure and conveyance of the Project and/or the Improvements, save and except for damages which are finally determined by a court of competent jurisdiction to have resulted from the sole active negligence or sole willful misconduct of City. Owner shall defend, at its expense, including attorneys' fees, City, its officers, agents, elected and appointed officials, employees and independent contractors, and each of them, in any action or proceeding based upon such alleged acts or omissions. City may in its discretion participate in the defense of any such action or proceeding.

8.4 Environmental Assurances. Owner shall indemnify and hold City, its officers, agents, elected and appointed officials, and employees free and harmless from and against any claims and liabilities whatsoever, based or asserted upon any act or omission of Owner, its

directors, officers, owners, agents, elected or appointed officials, employees, subcontractors, predecessors in interest, successors, assigns and/or independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and Owner shall defend, at its expense, including attorneys' fees, City, its officers, agents, elected and appointed officials, and employees in any claim, action or proceeding based or asserted upon any such alleged act or omissions. City may in its discretion participate in the defense of any such action or proceeding.

8.5 Reservation of Rights. With respect to Sections 8.2, 8.3 and 8.4 herein, City reserves the right to conduct its own defense, provided, however, that Owner shall reimburse City forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.6 Loss and Damage. To the fullest extent allowable by law, City shall not be liable for any damage to property of Owner or of others located on the Property, nor for the loss of or damage to any property of Owner or of others by theft or otherwise. To the fullest extent allowable by law, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Property or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Property, or by any other cause of whatsoever nature.

8.7 Survival. The provisions of Sections 8.1 through 8.6, inclusive, shall survive the termination or expiration of this Agreement. The provisions of Sections 8.1 through 8.6, inclusive, which begin upon the Effective Date, are in addition to the indemnification, defense and hold harmless obligations of Owner set forth in the Conditions of Approval, which begin upon effectiveness of City's approval of the applicable Development Approvals unless otherwise provided in the applicable Conditions of Approval. In the event of any conflict between the provisions of Sections 8.1 through 8.6, inclusive, and the indemnification, defense and hold harmless obligations of Owner set forth in the Conditions of Approval, the stricter provisions/obligations (i.e., those that are most protective of the City and its officers, agents, elected and appointed officials, employees and/or independent contractors) shall prevail.

9. MORTGAGEE PROTECTION.

The Parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) If City timely receives a request from a mortgagee requesting a copy of any notice of default given to Owner under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Owner. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such Party under this Agreement.

(c) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Owner's obligations or other affirmative covenants of Owner hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Owner is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

10. INSURANCE

10.1 Types of Insurance.

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

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

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

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

10.1.5 Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies licensed and admitted to do business by California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VIII or better, unless waived by City. All such policies shall contain language, to the extent obtainable, to the effect that (i) any loss shall be payable notwithstanding any act of negligence (excepting willful and intentional violations of law) of City or Developer that might otherwise result in the forfeiture of the insurance, (ii) the insurer waives the right of subrogation against City and against City's agents and representatives; (iii) the policies are primary and noncontributing with any insurance that may be carried by City; and (iv) the policies cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City or City's designated representative. Developer shall furnish City with copies of all such policies promptly on receipt of them or with certificates evidencing the insurance. City shall be named as an additional insured on all policies of insurance (other than Workers' Compensation) required to be procured by the terms of this Agreement. The City's Risk Manager acknowledges and agrees that the insurance requirements above have been established based on anticipated use, activities, and conditions of the Property. In the event the City's Risk Manager reasonably determines that a new or unreasonable use, activity, or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property under this Agreement creates an increased or decreased risk of loss to the City than what the Parties hereby acknowledge to be duly satisfied by the insurance requirements above, Developer agrees that the minimum limits of the insurance policies required by this Section 10 may be changed accordingly upon receipt of written notice from the City's Risk Manager; provided that Developer shall have the right to appeal a determination of increased coverage to the City Manager of City within twenty (20) days of receipt of notice from the City's Risk Manager.

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

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

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

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

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Riverside County Recorder by the City Clerk within ten (10) days of City's entry into this Agreement, as required by Section 65868.5 of the Government Code. If the Parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the City terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the Riverside County Recorder.

11.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the fees set forth therein, are essential elements of this Agreement and City would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

11.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof.

11.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

11.6 Singular and Plural. As used herein, the singular of any word includes the plural.

11.7 Joint and Several Obligations. Subject to Section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners.

11.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

11.9 Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

11.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither Party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by a Permitted Delay. Each Party shall promptly notify the other Party to this Agreement upon learning of a Permitted Delay. If any Party to this Agreement is prevented by a Permitted Delay from performing its obligations under this Agreement, then on the condition that the Party claiming a Permitted Delay (i) did not cause said event(s) and (ii) said event(s) was beyond said Party's reasonable control, the time for performance by said Party of its obligations under this Agreement shall be extended day for day by a number of days equal to the number of days of that said Permitted Delay continued in effect or when the circumstances giving rise to the Permitted Delay are eliminated or mitigated, whichever is sooner. The Party alleging the Permitted Delay shall exercise commercially reasonable efforts to eliminate or mitigate the circumstances giving rise to the Permitted Delay.

11.12 Extension of Term. The Term (and any extension thereof under Section 2.3) will automatically be extended by the number of days in the period commencing on the date of filing of any Third Party Action and ending on the date that it is either settled or fully and finally resolved in City's and Owner's favor, as evidenced by the expiration of all appeal periods with no further appeal being filed or the issuance of a full, final, and non-appealable judgment or decision.

11.13 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

11.14 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each Party and each successor in interest during ownership of the Property or any portion thereof.

11.15 Counterparts. This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

11.16 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a Party hereto for the purpose of enforcing, construing or determining the validity

of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

11.17 Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the development of the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Owner is that of a government entity regulating the development of private property and the owner of such property.

11.18 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record those instruments, and take any reasonable actions, necessary to evidence or consummate the transactions expressly described, or which are a logical extension of the transactions described, in this Agreement. The City Manager may delegate his or her powers and duties under this Agreement to an Assistant City Manager or other management level employee of the City.

11.19 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain.

11.20 Agent for Service of Process. In the event Owner is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, Owner shall file with the Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon Owner. If such Owner has filed a designation of agent for service of process in connection with registration of its foreign business entity with the California of Secretary of State, the Owner's designation filed with the City pursuant to this Section shall match the Owner's designation on file with the California Secretary of State. If for any reason service of such process upon such agent is not feasible, then in such event, without limitation as to any other means of service available to the City under applicable law, Owner may be personally served with such process out of this Country and such service shall constitute valid service upon Owner. Owner is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto. Owner for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

11.21 Estoppel Certificate. Within thirty (30) days following a written request by any of the Parties, the other Party shall execute and deliver to the requesting Party a statement certifying

that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or there are known current uncured defaults under this Agreement, in which case such defaults shall be specified, including the date and nature thereof. The statement shall also provide any other reasonable information requested. The City Manager is authorized to approve and execute estoppel certificates under this Section 11.21 on behalf of the City, but may, in his or her sole discretion, refer the approval to the City Council. Owner shall pay to City all costs actually incurred by City in connection with the issuance of estoppel certificates under this Section 11.21 prior to City's issuance of such certificates.

11.22 Authority to Execute. The person or persons executing this Agreement on behalf of Owner warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind Owner to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Development Agreement on the day and year set forth below.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

SIGNATURE PAGE

TO DEVELOPMENT AGREEMENT NO. _____

"OWNER"

HIP SO-CAL PROPERTIES, LLC,
a California limited company

By: _____
Name:
Its: _____
Date: _____

"City"

CITY OF PERRIS,
a California municipal corporation

By: _____
[Name]:
Its: Mayor
Date: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[to be attached]

EXHIBIT B

MAP SHOWING PROPERTY AND ITS LOCATION

Harvest Landing
City of Perris

EXHIBIT C

EXISTING DEVELOPMENT APPROVALS

Item	Case No.	Details	Approval Date
EIR	SCH No. 2024080337	Certified Environmental Impact Report for the Project (Alternative 4 with Council Modifications)	TBD
TPMs, CUPs, and DPRs	Tentative Parcel Maps 22-05251 (TPM 38810) and 24-05198 (TPM 38811), CUPs 22-05005 and 23-05235, and DPRs 22-05239 and 23-00018	Entitlements Approved for the Project (Alternative 4 with Council Modifications)	TBD

EXHIBIT D

EXISTING LAND USE REGULATIONS

1. City of Perris General Plan, including as amended by GPA 24-05175 for the Project (Alternative 4 with Council Modifications).

2. Harvest Landing Specific Plan (adopted by Ordinance No. 1276 and dated May 10, 2011), as amended by SPA 12-04-0010 (Amendment No. 1), SPA 11-12-0005 (Amendment No. 2), and SPA 22-05250 (Amendment No. 3) for the Project (Alternative 4 with Council Modifications).

3. The Ordinances of the City that are formally in effect on the Effective Date, governing all aspects of the development or use of real property.

4. The Resolutions of the City that are formally in effect on the Effective Date, governing or affecting the development or use of real property, including Zone Change (ZC) 24-05176 for the Project (Alternative 4 with Council Modifications).

5. Other policies of the City that are formally in effect on the Effective Date, governing or affecting the development or use of real property.

6. The prior Harvest Landing Development Agreement (recorded as Instrument No. 2013-0240661), which is scheduled to expire in May 2026. Nothing in this Agreement shall be construed to extend the prior Harvest Landing Development Agreement.

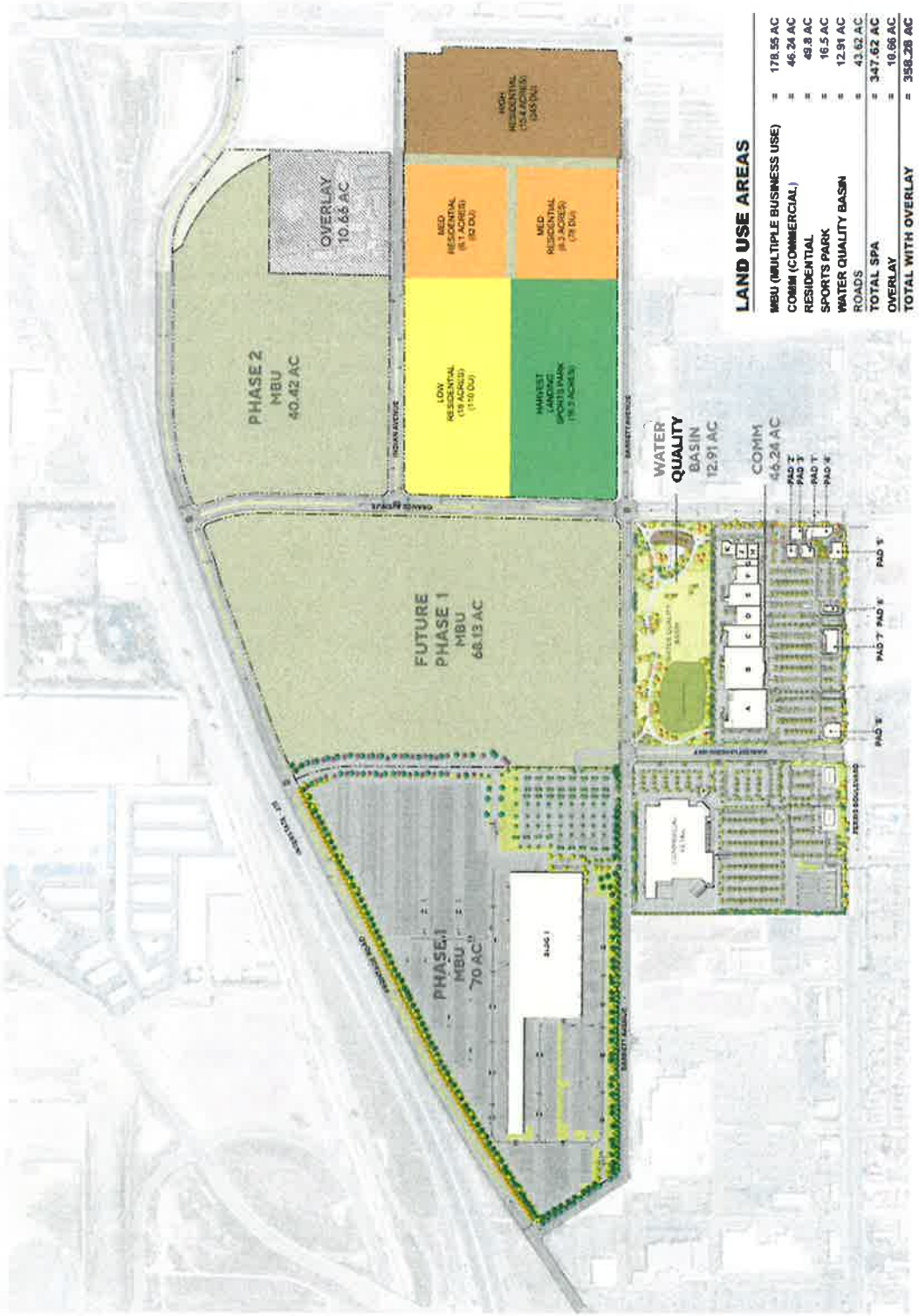
EXHIBIT E

CONDITIONS OF APPROVAL

[to be inserted]

EXHIBIT F

DEVELOPMENT PLAN



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 _____)

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

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 _____)

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

ATTACHMENT 3

Final Conditions of Approval
(Planning, Engineering, Public Works,
Community Services, and Building & Safety)

CITY OF PERRIS
DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION

REVISED FINAL CONDITIONS OF APPROVAL

General Plan Amendment (GPA) 24-05175
Specific Plan Amendment (SPA) 22-05250
Zone Change (ZC) 24-05176
Development Agreement Amendment(DA) 17-05136
Tentative Parcel Maps 22-05251 (TPM 38810) and 24-05198 (TPM 38811)
Conditional Use Permits (CUPs) 22-05005 and 23-05235
Development Plan Reviews (DPRs) 22-05239 and 23-00018

April 14, 2026

PROJECT: General Plan Amendment 24-05175, Specific Plan Amendment 22-05250, Zone Change 24-05176, Development Agreement Amendment 17-05136, Tentative Parcel Maps 22-05251 (TPM 38810) and 24-05198 (TPM 38811), Conditional Use Permits 22-05005 and 23-05235, Development Plan Reviews 22-05239, 22-05235, 22-00023, 22-00024, 22-00025, 23-00018, 24-00008, and 24-00009 - A proposal to consider a comprehensive update to the Harvest Landing Specific Plan that originally consisted of commercial, industrial, and parcel hub uses, which has been modified by Alternative 4 of the Environmental Impact Report (EIR), to eliminate industrial warehouse uses and provide for a two-phased development consisting of Phase 1, including a 391,725-square-foot parcel hub facility on approximately 70 acres, a commercial shopping center totaling 428,507 square feet on approximately 46.49 acres, a 12.91-acre water quality basin, and approximately 78.76 acres designated as Multiple Business Uses (MBU) for future development; and Phase 2, including approximately 51.08 acres designated as MBU for future development north of Orange Avenue, with the residentially designated areas and the Harvest Landing Sports Park north of Orange Avenue remaining unchanged. The following entitlements are required:

1) General Plan Amendment to change the land use designation of 16.20 acres north of Orange Avenue from Light Agricultural (A1) and Public (P) to Harvest Landing Specific Plan;
2) Specific Plan Amendment to comprehensively amend the Harvest Landing Specific Plan and expand the Specific Plan boundaries by 16.2 acres north of Orange Avenue;
3) Zone Change to rezone 5.64 acres in the northerly area of the Project site from Light Agricultural (A1) to Specific Plan (SP); and to apply the MBU Overlay to 10.66 acres currently developed with the Val Verde Elementary School;
4) Development Agreement Amendment for specific project improvements/community benefits;
5) Tentative Parcel Maps to create parcels for the commercial and MBU development and consolidate parcels for future MBU development;
6) Conditional Use Permits to allow two drive-thru restaurants and a vehicle fueling station; and
7) Development Plan Reviews for site plans/building elevations for the commercial shopping center and the parcel hub facility.

Applicant: HIP SoCal Properties, LLC

- **GENERAL CONDITIONS:**

1. **Mitigation Monitoring Program.** The project shall comply with all provisions of the adopted Mitigation Monitoring and Reporting Program (MMRP). The Mitigation Monitoring and Reporting Program (MMRP) for the Final Environmental Impact Report (SCH: 2024080337). It shall be implemented in accordance with the timeline, reporting, and monitoring intervals listed.

2. **Approval Period for Tentative Parcel Maps 38810 and 38811.** In accordance with the Subdivision Map Act, the recordation of the final map shall occur within two (2) years from the City Council approval, unless an automatic extension is granted by the State of California. The applicant may apply for a maximum of six (6) one-year extensions, to permit additional time to record the final map. A written request for an extension of time shall be submitted to the Planning Division at least 30 days prior to the expiration of the map.

3. **Approval Period for Conditional Use Permits 22-05005 and 23-05235, Development Plan Reviews 22-05239, and 23-00018.** The Conditional Use Permits and Development Plan Reviews 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 approved, 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 thirty (30) days prior to the initial (and any subsequent extension) expiration of the Development Plan Reviews and Conditional Use Permits.

4. **Indemnification.** The developer/applicant shall indemnify, protect, defend, and hold harmless the City and any agency or instrumentality thereof and/or any of its officers, employees, and agents from any and all claims, actions, or proceedings against the City or any agency or instrumentality thereof, or any of its officers, employees, and agents, to attack, set aside, void, annul, or seek monetary damages resulting from approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City concerning **General Plan Amendment 24-05175, Specific Plan Amendment 22-05250, Zone Change 24-05176, Development Agreement Amendment 17-05136, Tentative Parcel Maps 22-05251 (TPM 38810) and 24-05198 (TPM 38811), Conditional Use Permits 22-05005 and 23-05235, Development Plan Reviews 22-05239, and 23-00018.** The City shall promptly notify the applicant of any claim, action, or proceeding for which indemnification is sought and shall cooperate fully in defense of the action.

5. **Notice of Determination**. Within five (5) days of City Council approval, the applicant shall file a Notice of Determination to the Riverside County Clerk and submit appropriate payment of fees in accordance with Section 753.5, (Title 14) of the California Code of Regulations.

- **ENTITLEMENTS**

6. **Parcel Hub Facility.** If the parcel hub facility requires changes to the architecture, minor site layout modifications, or changes to colors or materials, the Applicant shall obtain approval of a Modification as determined by the Planning Division and as required in the Harvest Landing Specific Plan. A separate application and fee will be required.

7. **Parcel Hub Facility.** There shall be only one (1) parcel hub building allowed within the Harvest Landing Specific Plan site.

8. **Commercial/Retail Shopping Buildings**. If the Commercial/Retail Shopping buildings require changes to the architecture or minor site layout modifications, the Applicant shall obtain approval of a Modification as determined by the Planning Division and as required in the Harvest Landing Specific Plan. A separate application and fee will be required.

- **COMMUNITY CONTRIBUTIONS**

9. **Development Agreement.** The Applicant/Developer shall comply with the provisions of the Development Agreement including but not limited to: 1) At least one top tier tenant is an entertainment use; 2) For a period of 10 years land would be set-aside for a hospital facility with reasonable good faith effort to pursue such use; 3) Prior to occupancy permit of the Parcel Hub at least occupancy of 194,000 square feet of the commercial retail, an entertainment use, and a sit down restaurant in an outlying building shall be opened and operational; 4) Construction of the Sports Park in Phase 1 within occupancy permit of the Parcel Hub, which was previously in Phase 2; 5) A $5 million payment shall be made upon issuance of the first building permit for Phase 2 or upon the sale of the property, whichever comes first, to support construction of the aquatics center; and 6) A $2 million contribution shall be provided within 90 days of project entitlements to fund a citywide first-time homebuyer down payment assistance program for Perris residents, which will be administered and monitored by the City.

10. **Public Art Installation.** In addition to paying the public art fee as required by Perris Municipal Code Chapter 5.60, the Owner will install at least five public art pieces (valued at approximately $2,500,000) in publicly visible areas of the Project. The Owner must coordinate with the City and the City of Perris Historical Society on the artwork's specifics and locations, obtain subcommittee approval, and complete all installations before any certificate of occupancy is issued. Each piece's value must be submitted to the Director; if the total value is less than $1,000,000, the Developer must pay the City the difference before any certificate of occupancy is granted.

11. **Park Features Around the Regional Water Quality Basin.** Prior to issuance of occupancy permits for any retail commercial buildings, the Developer/Owner shall in consultation with the City, construct park features around the Regional Water Quality Basins ("Park Features") as depicted in the approved concept plan submitted to and approved by the City Council. These features shall include outdoor open space gathering areas, trails, exercise equipment, water features, and public art with an estimated cost of up

to $9,000,000.

12. **Relocation Site for Val Verde.** Offer a relocation site for Val Verde Elementary School to the north of the Specific Plan, which they have started exclusive negotiations for the relocation;

13. **Job Fair.** Developer/Owner shall coordinate with the Perris Chamber of Commerce to hold a job fair for local residents for the Project's Retail Commercial Center and Parcel Hub facilities.

14. **Toy Drive.** Developer/Owner shall participate as a "Christmas Miracle" Lifetime Annual Partner for the Perris Trolley Toy Drive starting in 2026.

15. **Sports Park.** Developer/Owner shall construct a 16.5-acre Sports Park in Phase 1 ~~2~~ of the Project.

16. **EMWD Well Service.** Developer/Owner shall coordinate with Eastern Municipal Water District (EMWD) for the provision of potable water well service for up to 3,000 new residential units in the area surrounding the Project.

17. **Project Labor Agreements.** Developer/Owner shall agree to enter into Project Labor Agreements with at least three (3) local union organizations for the construction of Project backbone infrastructure and other site improvements contemplated for the Project.

- **PLANNING DIVISION**

18. **Municipal Code and Specific Plan Compliance.** The Project shall conform to the standards of Commercial, Multiple Business, Water Quality Management Plan, Residential, and Harvest Landing Sports Complex land use designations of the Harvest Landing Specific Plan (HLSP) and Title 19 (Zoning Code) of the Perris Municipal Code.

19. **Expansion of Use.** The Project site or its uses may not be expanded without subsequent reviews and approvals by the Planning Division.

20. **Conformance to Approved Plans.** Development of the Project site, building elevations, and conceptual landscaping shall conform substantially to the plans approved by the Planning Commission on **December 17, 2025**, or as amended by final approval by the City Council. Any deviation shall require appropriate Planning Division consideration.

21. **Advisory-Signs.** Signs shall be permitted in accordance with Chapter 19.75 Sign Regulations of the Zoning Code and the Harvest Landing Specific Plan. Signs shall be subject to separate review and assessment. A separate application and fee will be required.

22. **State, County, and City Ordinances.** All tenants shall comply with all State, County of Riverside, and City of Perris ordinances including, but not limited to, an annual fire inspection and maintenance of a City business license.

23. **Temporary Uses.** Any outdoor use of the common space for special events that will require temporary structures or tents shall be required to apply for a Temporary Activities and Use Permit as described in Section 19.60.060 of the City of Perris Municipal Code and the Harvest Landing Specific Plan.

24. **Rooftop Solar.** 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(s) 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.

25. ~~**Potential School Relocation.** If Val Verde Elementary School should relocate to a new facility, the new school facility must be completed first and operational prior to any development preparation of the existing school site.~~

Prior to Map Recordation:

26. **Mitigation Measures.** All applicable Mitigation Measures shall be satisfied

27. **Final Map(s) Recordation.** Prior to recording of the Final Parcel Maps, the Applicant/Developer(s) shall submit two separate applications and fees, one application to the Planning Division and a second application to the Engineering Department for review and approval for City Council action.

28. **Map(s) Recordation.** Prior to the recordation of the Final Map(s), the developer shall obtain the following clearances, approvals or actions:

    a. Verification from the Planning Division that all pertinent conditions of approval have been met, as mandated by the Perris Municipal Code, including minimum lot size, and minimum lot width and depth requirements for each parcel.

    b. A shared parking and access agreement between Parcels 1, 2, 3 and 4 of Tentative Parcel Map (TPM) 38811-3 shall be recorded concurrently with the Parcel Map. The shared parking and access agreement is required to be reviewed by the City Attorney's Office and Planning Division.

    c. A shared parking and access agreement between Parcels 5 through 10 of Tentative Parcel Map (TPM) 38811-3 shall be recorded concurrently with the Parcel Map. The shared parking and access agreement is required to be reviewed by the City Attorney's Office and Planning Division.

    d. Any other required approval from an outside agency.

Prior to Grading Permit Issuance:

29. **Recorded Maps.** Tentative Parcel Maps 38810 and 38811 shall be recorded.

30. **Mitigation Measures.** All applicable Mitigation Measures shall be satisfied.

31. **Precise Grading Plans.** Precise grading plans shall be submitted to the City Engineer for review and approval. Grading plans shall be consistent with approved development plans.

32. **Traffic Control Plan.** A Traffic Control Plan shall be submitted for approval by the City Engineer

33. **Southern California Edison (SCE).** The Developer(s)/Owner shall contact the Southern California Edison (SCE) area service planner (951.928.8323) to complete the required forms prior to commencement of construction. No grading permits shall be issued until a letter from SCE is received by the City Engineer indicating electrical service will be placed underground.

34. **Eastern Municipal Water District (EMWD).** After the City's approval, the Applicant shall submit landscape plans to EMWD for approval and comply with required EMWD inspections. Contact EMWD at 951.928.3777, ext. 4334.

35. **Engineering Clearance.** The applicant shall first obtain clearance from the Planning Division to verify that all pertinent conditions of approval have been met.

36. **Fees.** Prior to issuance of a grading permit, the Applicant/Developer(s) shall pay any outstanding development related processing fees owed to the City, including, but not necessarily limited to, Planning review fees, Engineering review fees, CEQA review fees, and City Attorney review fees.

37. **Department of Fish and Wildlife Requirement.** The project applicant shall obtain all necessary State and Federal permits, approvals, or other entitlements, including obtaining the necessary authorizations from the regulatory agencies for proposed impacts to jurisdictional waters. Authorizations may include a Section 1602 Streambed Alteration Agreement from the California Department of Fish and Wildlife and a Section 401 Water Quality Certification/Waste Discharge Requirement from the Regional Water Quality Control Board. Prior to issuance of grading permits that would result in disturbance of either Drainage 1 or Drainage 2 onsite, the Developer shall provide proof of purchase of re-establishment and/or establishment mitigation credits at a ratio of at least 2:1 or rehabilitation mitigation credits at a ratio of at least 3:1. If credits are unavailable, the Developer shall mitigate impacts through the creation of a 0.5-acre riparian/riverine habitat onsite. If impacts are mitigated onsite, a conservation easement shall be recorded in favor of a qualified habitat maintenance organization listed on CDFW's online list of organizations qualified to hold a conservation easement and the Developer shall provide funding to the qualified habitat maintenance organization selected to carry out the maintenance of the conserved habitat in the onsite Mitigation Area.

Prior to Building Permit Issuance:

38. **Mitigation Measures.** All applicable Mitigation Measures shall be satisfied.

39. **Outstanding Fees.** The Applicant/Developer(s) shall pay the following fees prior to the issuance of building permits.

    a. Stephen's Kangaroo Rat Mitigation Fees of $500.00 per acre;
    b. Multiple Species Habitat Conservation Plan fees;
    c. Current statutory school fees to all appropriate school districts;
    d. Any outstanding liens and development processing fees owed to the City;
    e. Appropriate Road and Bridge Benefit District fees;
    f. Residential Park Development fees;
    g. City Development Impact fees; and
    h. Appropriate City Development Impact Fees or any other Development Impact Fees from other departments in effect at the time of development.

40. **Warehouse and Distribution Use Restriction Covenant.** Prior to issuance of a building permit for the Parcel Hub, the Owner shall record a covenant on title to the property that is subject to TPMs 38810 and 38811, which covenant shall ~~that runs with the land and~~ permanently ~~restricts~~ prohibit warehousing and distribution uses on the Property. For the avoidance of doubt, the covenant shall not apply to prohibit the Parcel Hub. ~~as identified in TPM 38810 - Lot 1 & 2, and TPM 38810 Parcel 1 and TPM 38811~~, The covenant shall be in a form approved ~~subject to review and approval~~ by the City~~'s legal counsel~~ Attorney, shall run with the land, and shall bind the Owner and ~~and consistent with the Development Agreement. The covenant shall be binding on all current and~~ all future property owners of the property that is subject of TPMs 38810 and 38811, or any portion thereof. Owner, for itself, its successors and assignees, agrees and warrants that it will not seek or request to have the requirements of this section modified or removed, nor will it seek or request to have the covenant (once recoded) ~~and shall remain in effect unless otherwise~~ modified, terminated, or released from title to the Property or any portion thereof. ~~by the City through a public approval process.~~

41. ~~**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 shall plant one 24-inch box tree per 2,500 square feet of the parcel hub building size to include irrigation lines and controllers at an off-site location to be determined by the City (i.e., City right-of-way, parks, etc.) to provide funding equivalent to such cost the discretion of the City prior to issuance of the building permit (Perris Good Neighbor Guidelines Goal1, Policy 20).~~

42. **Construction Drawings.** All Planning, Public Works, and Engineering Conditions of Approval and Mitigation Measures shall be copied on the construction drawings. The Conditions shall be annotated for ease of reference (i.e. Sheet and detail numbers).

43. **School District.** The proposed Project shall adhere to the standard requirements and

mitigation fees established by the Perris Elementary School District and Perris Union High School District, or any other school district with jurisdictional boundaries wherein the Project is located.

44. **Performance Standards.** The applicant shall comply with all Performance Standards in Chapter 19.44.070 of the Perris Municipal Code and Harvest Landing Specific Plan.

45. **Construction Practices.** To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:
    a. Construction activity and equipment maintenance are limited to weekday hours between 7:00 a.m. and 7:00 p.m. and Saturday between 8:00 a.m. to 5 p.m. Construction may not occur on Sundays or State holidays without the prior consent of the Building Official. Non-noise-generating activities (e.g., interior painting) are not subject to these restrictions.

    b. Construction routes are limited to City of Perris designated truck routes.

    c. Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, transportation of cut or fill materials, and construction phases to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the late morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.

    d. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent the transport of dust off-site. The name and telephone number of such people shall be provided to the City. Also, a board shall be placed at the subject site to include a person and phone number for the public to call in case of dirt and dust issues.

    e. Project applicants shall provide construction site electrical hook-ups for electric hand tools, such as saws, drills, and compressors, to eliminate the need for diesel-powered electric generators or provide evidence that electrical hook-ups at construction sites are not practical or prohibitively expensive.

46. **ADA Compliance.** The Project shall conform to all disable access requirements in accordance with the State of California, Title 24, and the Federal Americans with Disabilities Act (ADA).

47. **Screening of Roof-Mounted Equipment.** Proper screening shall prevent public views of all HVAC equipment and roof-mounted equipment. Also, all vent pipes and similar devices shall be painted to match building colors.

48. **Mechanical Equipment.** All ground mounted mechanical equipment, including air conditioning units, fuel station venting, etc., shall be screened from the public right-of-way by view approved obscuring fences, walls, landscaping, or any combination thereof to the satisfaction of the Planning Division.

49. **Downspouts.** Exterior downspouts are not permitted on building elevations facing the public right-of-way. Interior downspouts are required for these elevations.

50. **Utilities.** If applicable, all utilities such as cable TV and electrical distribution lines (including those that provide direct service to the project site and/or currently exist along public right-of-way) adjacent to the site shall be placed underground, except for electrical utility lines rated at 65kv or larger. All utility facilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping.

51. **Roof Parapets.** The roof parapets shall be the same height or higher than any roof-mounted equipment for adequate screening. All vent pipes and similar devices shall be architecturally integrated to match the respective building.

52. **On-Site and Off-Site Utilities.** All utilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping and or walls to the satisfaction of the Planning Division.

53. **Trash Enclosures.** In accordance with the ~~Perris Valley Commerce Center~~ Harvest Landing Specific Plan, all development shall contain trash enclosures for the collection of trash and recyclable materials, subject to water quality and best management practices, and include the following:

    a. The sides of the trash enclosure shall be screened with landscaping (vines and shrubs) and provide a decorative solid trellis cover and a metal mesh between the trellis cover and the trash enclosure stucco wall.

    b. Trash enclosure locations shall have an ADA path of travel from each one of the buildings to the trash enclosure it is meant to serve.

54. **Site Plan Requirements.** The following shall be depicted on the building plan check set for Planning staff review and approval:

    a. **Parking Stalls.** Parking stalls for passenger vehicles shall be striped in accordance with Chapter 19.69.030C.5b of the Zoning Code (double striping).

    b. **Charging Stations.** The Applicant/Developer(s) shall install the EV parking spaces as depicted on the plans. Electric Vehicle charging stations for light-duty vehicles, and the station locations and specifications shall be included on the building plans.

    c. **Phase 1 Driveway Access.** Prior to issuance of a building permit for any structure within Phase 1, all driveways from North Perris Boulevard and Orange Avenue shall

be constructed to full width in compliance with Engineering Department Conditions of Approval.

d. **Pedestrian Connectivity.** The project applicant/developer shall provide safe pedestrian connectivity, including controlled sidewalk and traffic signalization between the Phase 1 commercial area and the Phase 2 development.

55. **Parcel Hub Facility Amenities.** The parcel hub facility shall provide a half-court basketball court and two pickleball courts inside the building.

56. **Building Elevations Requirements.** The following shall be depicted on the building plan check set for Planning staff review and approval:

a. Highly reflective glass shall not be used on architectural elevations

b. All drive-through restaurants shall include the following:

i. Incorporation of architectural design features with respect to basic form articulation, building materials, roofing materials, and cohesive color scheme.
ii. Corporate colors will be allowed as accent colors only.
iii. Incorporation of a porte cochere at the pick-up window, as depicted on the plans. The porte-cocheres shall be architecturally integrated and include substantial support legs claded with an accent material no less than 3-feet tall and painted to match the remaining structure.
iv. All future drive-thru restaurant shall provide stacking of a minimum of eight (8) cars before the first drive-thru window.
v. All drive-thrus are required to install a three-foot-high pony wall and a minimum 36-inch-shrub border using a staggered double-row of 5-gallon shrubs at 3 ½ feet on center along the drive-through lane to screen the service lane.

c. All other Commercial and Multiple Business Use buildings shall be required to incorporate architectural design features with respect to basic form articulation, building materials, roofing materials, and cohesive color scheme.

d. All Commercial and Multiple Business buildings shall be consistent with Development Standards and Design Guidelines of the Harvest Landing Specific Plan.

e. **Phase 1 Big Box Retail Building.** The Project Applicant/Developer shall work with staff to provide design enhancements to the Big Box Retail building elevations.

57. **Landscape and Irrigation Plans.** The Applicant/Developer(s) shall submit three (3) copies of the landscape and irrigation plans to the Planning Division for review and approval. Design modifications may be required as deemed necessary. A separate application and applicable fee are required. Landscape plans shall comply substantially with the conceptual plans approved by the City Council. The plans shall be prepared by a California-registered Landscape Architect and shall conform to requirements of Chapter

19.70-Landscaping of the Perris Municipal Code. The following shall be included:

a. **North Perris Boulevard, Orange Avenue, Frontage Road.** As depicted on the conceptual landscape plans for Phase 1 development, 36-inch and 48-inch box trees shall be installed within the landscaped setback along North Perris Boulevard, Orange Avenue, and Frontage Road. In addition, the Applicant/Developer(s) shall install up-lighting on accent trees within the landscaped setback area.

b. **Accent Landscaping.** Large trees (36-inch box) shall be included in the landscape design of all driveway entrances.

c. **Passenger Vehicle Parking Areas.** In passenger vehicle parking areas, drive aisles, and street frontage, a minimum of 30% of trees shall be 36-inch boxes or larger. Also, a minimum of one 34-inch box tree per six (6) parking stalls shall be provided.

d. **Enhanced Pavement.** Decorative pavement treatments (accent colors, textures, and patterns) shall be used for driveway entrances to the Commercial portion of Phase 1, and the parcel hub facility.

e. **BMPs for Water Quality.** All BMPs shall be indicated on the Phase 1 landscape plans for Planning review and approval.

f. **Shade Tree.** The Project shall provide a shade tree for every six (6) parking stalls throughout all parking lots.

g. **Water Conservation.** Rain-sensing override devices sand soil moisture sensors shall be required on all irrigation systems. Landscaping shall comply with City Zoning Code Chapter 19.70 for mandated water conservation.

h. **Maintenance.** All landscaping shall be maintained in a viable growth condition in perpetuity.

i. **Interim Landscaping.** Prior to issuance of an occupancy permit for the Phase 1 parcel hub facility or for any building in the Commercial portion of the Specific Plan, interim landscaping shall be provided across the remaining undeveloped portion of Phase 1. Said landscaping shall include a minimum of ground cover plant materials, or any combination of ground cover, wildflowers, decorative rock, decomposed granite, and similar landscape treatments. This interim condition shall also require that these undeveloped properties be kept in good condition free of weeds and other debris in perpetuity until such time that a project has been approved for the undeveloped sites, and a grading permit has been issued.

j. **Parcel Hub Additional Landscape Screening.** The applicant/developer shall increase and enhance the landscape area at the southeast corner of Frontage Road and Private Drive A, and the northeast corner of Frontage Road and Barrett Avenue, subject to review and approval by Planning staff.

58. **Fence and Wall Plans.** Plans and details for the screen walls for the Phase 1 parcel hub property and the relevant Commercial portion of the Specific Plan site shall be included in the landscape plan check submittal package for review and approval by the Planning Division. The proposed wall and fence plan shall generally conform to the appropriate Design Guidelines in the Harvest Landing Specific Plan. The following shall apply:

    a. **Commercial Shopping Center Walls and Fences.** The Commercial shopping center walls and fences shall consist of a 3-foot-high decorative wall to screen all drive-through lanes from the street view (North Perris Boulevard). Said walls shall be constructed at the same time as the building on each drive-through pad and completed prior to issuance of an occupancy permit.

    b. **Parcel Hub Screen Walls/Fencing.** The project shall construct all walls, screen walls, and fences per the approved plans and shall consist of:

        i. **Wrought iron Gates.** All tubular steel gates in public view shall be a minimum of eight (8) feet in height and be screened by a high-quality view-obscuring material, subject to Planning staff review and approval.

        ii. **Screen Wall.** Decorative screen walls shall be 14 feet in height with pilasters at every 150 linear feet and include a decorative cap, subject to the review and approval of the Planning Division. The 14-foot-high wall along the public way shall provide a landscape berm to screen the visible height of the wall to be no taller than eight (8) feet in height. The decorative screen wall at the entrance to the parcel hub facility, found at the end of the cul-de-sac private driveway, must extend 50 feet to the east on both sides.

    c. **Water Quality Detention Basin(s) (Parcel 11 of TPM 38811).** If required, a four (4) to six (6) foot-high wrought iron fence (painted black) and decorative pilasters every 100 feet shall be installed around the perimeter of the Water Quality Detention Basin located on Parcel 11 of TPM 38811 as determined by the Planning and Building and Safety Division staff.
    d. **Graffiti.** All block/tilt-up walls shall be treated with a graffiti-resistant coat, also refer to conditions of approval no. ~~58~~ 73.
    e. **Knox Boxes** are required for all gates and shall be approved by the Fire Marshal and issued by the Building Department.

    f. **Signs.** No wall, fence, or monument sign shall be allowed in the right-of-way area, unless allowed by the Harvest Landing Specific Plan.

59. **Photometric Plan (Site Lighting Plan).** The Applicant/Developer(s) shall submit a Photometric Plan to the Planning Division for review and approval. The Lighting Plan shall include photometric, fixture details, and a standard light elevation to meet 2700 KV illumination or less (to provide adequate illumination) for all Project components. High-efficiency fixtures will full-cut-off shields shall be used to prevent light and glare above the horizontal plane of the bottom of the lighting fixtures. At least one foot-candle of light

shall be provided in all parking lots and pedestrian areas for safety and security. All lighting shall be shielded downward to prevent light pollution from spilling onto adjacent parcels or the public right-of-way

During Construction:

60. **Mitigation Measures.** All applicable Mitigation Measures shall be satisfied.

61. **Waste Hauling and Disposal.** The Project shall use only the City-approved waste hauler for all construction and other waste disposal.

62. **Temporary Construction Fencing.** A six-foot high temporary chain link fence (with view obscuring mesh) is required along the perimeter of each phase during construction. The fence shall limit public access to each construction site.
63. **Dust Monitor.** A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent the transport of dust off-site. The name and telephone number of such persons shall be provided to the City. Also, a dust control sign shall be placed adjacent to each phase to allow the public to call for any dust issues.

Prior to Issuance of Occupancy Permits:

64. **Assessment and Community Facilities Districts.** The project shall be annexed into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that benefit the project. The costs and benefits shall be described in the applicable district and annexation documents. The developer shall complete all actions required to complete such annexation before issuing a Certificate of Occupancy. This condition shall apply only to districts existing when the project is approved (or all requirements have been met for a certificate of occupancy, as applicable). Such districts may include but are not limited to the following:

    a. Landscape Maintenance District No. 1
    b. Flood Control Maintenance District No. 1
    c. Maintenance District No. 84-1
    d. North Perris Community Facilities Assessment District; and
    e. Any other applicable City Assessment and Community Facilities Districts

65. **On-Site Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for a final landscape inspection after the installation of all landscaping and irrigation systems is completely operational. Before calling for a final inspection, the City's "Certificate of Compliance" form shall be completed and signed by the designer/auditor responsible for the project and submitted to the project planner. The project planner shall sign off the "Certificate of Compliance" to signify code compliance and acceptance.

66. **Final Inspection.** The applicant shall obtain occupancy clearance from the Planning

Division by scheduling a final Planning inspection after final sign-offs from the Building Division and Engineering Department. Planning Staff shall verify that all pertinent conditions of approval have been met. The applicant shall have all the required paving, parking, walls, site lighting, landscaping, and automatic irrigation installed and in good condition.

67. **Dam Inundation Disclosure.** The Property Owner/Developer(s) shall disclose to all future tenants indicating the Project is adjacent to a dam inundation area making the Project site subject to flooding in the event of a dam failure.

68. **March Air Reserve Base Disclosure.** All prospective purchasers of the property and tenants of all buildings shall be given notice regarding proximity to the March Air Reserve Base (i.e., to be provided by March Air Reserve Base).

69. **Occupancy Clearance.** The applicant shall have all required paving, parking, screen walls, colors, and materials (per approved elevation plans), site lighting, landscaping, and automatic irrigation installed and in good condition prior to Planning sign-off.

Operational Conditions:

70. **Property Maintenance.** The project shall comply with the provisions of Perris Municipal Code 7.06 regarding Landscape Maintenance and Chapter 7.42 regarding Property Maintenance in perpetuity for the life of the development. In addition, the project shall comply with the one-year landscape maintenance schedule identified in the Public Works Department Conditions of Approval No. 4 December 8, 2025.

71. **Retail Security Guards and Surveillance.** The Project Developer shall maintain 24-hour security surveillance monitoring for the retail commercial portion of the project. Surveillance footage shall be retained for a minimum of 30 days prior to deletion.

72. **Graffiti and Property Maintenance.** The project shall comply with the Perris Municipal Code Chapter 7.42 regarding Property Maintenance. The site shall be maintained graffiti-free state at all times. Graffiti located on site shall be removed within 48 hours. Graffiti shall be painted over in panels and not patches. In addition, it will match the color of the wall or material surface. Furthermore, the applicant shall apply an anti-graffiti coating on the walls.

73. **Future Obligation of Buyers and Lessees.** All future property owners and lessees shall be informed of their obligation to comply with these Conditions of Approval. The Applicant/Developer(s) shall provide a copy of the Conditions and inform the buyer or lessee of their obligation to maintain compliance with all local and City ordinances, including but not limited to an annual fire inspection and maintenance of a City business license.

- **ENGINEERING DEPARTMENT**

74. The project shall adhere to the requirements of the City Engineer as indicated in the attached Engineering Conditions of Approval dated **December 17, 2025 and February 10, 2026.** On and off-site improvement plans shall be submitted for review and approval by the City Engineer.

- **PUBLIC WORKS DEPARTMENT**

75. The project shall adhere to the requirements of the Public Works Administration Department as indicated in the attached Conditions of Approval dated **December 17, 2025** and **February 10, 2026.**

- **COMMUNITY SERVICES DEPARTMENT**

76. The project shall adhere to the requirements of the Community Services Department as indicated in the attached Conditions of Approval dated **December 11, 2025**.

- **BUILDING & SAFETY DIVISION**

77. The project shall adhere to the requirements of the Building & Safety Division as indicated in the attached Conditions of Approval dated **December 11, 2025**.

- **BUILDING OFFICIAL/FIRE MARSHAL**

78. The proposed project shall adhere to all requirements of the Building Official/Fire Marshal. Fire hydrants shall be located on the project site pursuant to the Building Official and the approved Fire Access Plan. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines (if applicable) must be shown on the final set of construction plans pursuant to the requirements of the Building Official. All Conditions of Approval shall be included in the building plans. See City of Perris website, Office of the Fire Marshal, for examples and relevant information for access and underground plan available at: http://www.cityofperris.org.

- **FIRE**

79. The project shall comply with all requirements set forth by the California Code of Regulations Title 24 Parts 1-12 respectively.

80. The adopted edition of the California Code of Regulations, Title 24, Parts 1 through 12, and the Perris Municipal Code shall apply at the time the architectural plans are submitted for construction permits.

81. Prior to the issuance of 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.

82. Prior to the issuance of grading permits, evidence of sufficient fire flow of 4,000 GPM for 4 hours shall be provided to the City of Perris. The City of Perris Building and Fire Marshal Water Available/Fire Flow Form shall be utilized.

83. A fire department access road complying with the CFC, Chapter 5 and the approved fire department access plans shall be installed prior to building construction.

84. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction. NOTE: Fire hydrants must be at least 40 feet from buildings.

85. A minimum of two points of connection to the public water shall be provided for the private fire-line water.

86. The private underground fire-line system shall have aboveground indicating sectional valves for every five (5) appurtenances.

87. Fire Department Connections (FDCs) shall be located within 100 feet of a public fire hydrant on the same side of the street. A vehicle access roadway/approach shall not be placed between an FDC and the closest hydrant to it.

88. Fire department access doors shall be provided for the Parcel Hub (Building 1) such that the lineal distance between adjacent fire department access doors does not exceed 125 feet, measured center to center.

89. Prior to construction a temporary address sign shall be posted and clearly visible from the street.

90. The permanent building addresses shall be provided and either internally or externally illuminated during hours of darkness. The addresses shall be clearly visible from the street fronting the property and comply with California Fire Code Section 505.1 for size and color.

91. All buildings shall be sprinklered in accordance with NFPA 13. Construction plans shall be submitted for review and approval to the City of Perris prior to installation.

92. Prior to building finals, each building shall be provided with a Knox key box located no more than seven feet above the finished floor surface and near the main entrance door.

93. Prior to the issuance of a Certificate of Occupancy, the large warehouse (Building 1) shall be provided with emergency responder communication coverage. The emergency responder communication coverage system shall meet the requirements of CFC § 510 and all applicable subsections. The system shall be installed and inspected by the City of Perris

Building Department before the Certificate of Occupancy is issued. The requirement can be waived by the Fire Marshal if the building is evaluated by an Emergency Radio Communication Specialist licensed by the FCC, who certifies the building meets the emergency communications capability as specified by the California Fire Code § 510. The certification shall be in the form of a written report which outlines the analysis used in determining whether the building meets the emergency communications coverage without an enhancement system.

- **RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION**

94. Any outdoor lighting installed shall be hooded or shielded so as to prevent either the spillage of lumens or reflection into the sky. Outdoor lighting shall be downward facing.

95. 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 climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport to the extent as to result in a potential for temporary after-image greater than the low ("green") level.

    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. 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.

    f. Hazards to Flight.

96. The notices below shall be provided to all prospective purchasers of the property and tenants of the building and shall be recorded as a deed notice.

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 stormwater 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 stormwater basin(s) shall not include trees or shrubs that produce seeds, fruits, or berries.

97. Landscaping in the stormwater 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.

98. 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.

99. 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.

100. The project has been evaluated to construct 22 retail/restaurant buildings totaling 428,436 square feet and 7 manufacturing buildings totaling 1,727,579 square feet. 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.

101. 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.

END OF CONDITIONS

CITY OF PERRIS

ENGINEERING DEPARTMENT

CONDITIONS OF APPROVAL

Revised at City Council February 10, 2026
Revised at Planning Commission December 17, 2025
~~December 11, 2025~~
Harvest Landing Specific Plan
PLN 22-05250 – SPA
PLN 24-05175 – GPA
PLN 24-05176 – ZC

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the developer/property owner provides 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 elements, traveled ways, right-of-way, and drainage courses with appropriate Q's and their omission may require the site plan to be resubmitted 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 or at the discretion of the City Engineer, all offsite improvements as conditioned shall be installed prior to issuance of respective 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 the Planning Department and others, and requirements identified in the approved Traffic Impact Analysis, the most stringent in the City's opinion shall prevail.

General Conditions:

1. These conditions pertain to the proposed project site attached as **Revised** Exhibit A. These conditions are subject to change and new analyses may be necessary if 1) there is any change to the proposed project site or 2) Planning Commission or City Council recommends/approves any of the other EIR alternatives or 3) determined by the Planning Department and City Engineer.

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

3. This Specific Plan Amendment shall comply with all underlying approved Conditions of Approval for the Harvest Landing Specific Plan dated April 28, 2011, attached as Exhibit D except as changed hereon.

4. The developer/property owner shall provide for all roadway improvements as conditioned below as approved by the City Engineer, including, but not limited to:

   a. The site circulation for the ~~industrial sites~~ **Parcel Hub** shall be such that auto and truck access, circulation and parking are distinct and separate. Clear truck route signage for trucks and passenger vehicles at each driveway to prevent entry conflicts and ensure proper circulation shall be constructed and maintained.
   b. Truck access to and from ~~industrial sites~~ **Parcel Hub** shall be limited to I-215/Placentia Avenue Interchange, Placentia Avenue, Frontage Road, Orange Avenue, and Indian Avenue. Truck access to and from ~~industrial sites are~~ **the Parcel Hub is** prohibited from using the Nuevo Road interchange and Perris Boulevard.
   c. To withstand truck traffic impact, the full street width of Placentia Avenue, Frontage Road, Orange Avenue, and Indian Avenue at the truck designated points of access/driveways shall be concrete paved as determined and as approved by the City Engineer. The concrete pavement shall include the full width of the driveway and shall extend 150 feet beyond the Beginning of Curb return (BCR).
   d. To withstand truck traffic impact, the intersections along Placentia Avenue, Frontage Road, Orange Avenue, and Indian Avenue shall be concrete paved as determined and as approved by the City Engineer. The concrete pavement shall include the full intersection and shall extend 150 feet beyond the BCR on all legs. At a minimum, the below intersections shall be concrete paved:
      1. Placentia Avenue/I-215 NB Ramps
      2. Placentia Avenue/I-215 SB Ramps
      3. Placentia Avenue/Frontage Road
      4. Placentia Avenue/Indian Avenue
      5. Frontage Road/Orange Avenue
      6. Frontage Road/Private Drive Aisle A
      7. Orange Avenue/Indian Avenue
   e. Deceleration/acceleration lanes (designated right turn pockets) shall be used throughout the project, where determined by the City Engineer.
   f. New pavement roadway Traffic Indices (T.I.s) and minimum structural sections shall be per City of Perris Standard attached as Exhibit B.

Existing pavement shall meet the T.I.s and minimum structural section attached as Exhibit B. If the existing pavement does not meet the T.I.s and minimum structural sections, the existing pavement shall be removed and replaced, at the discretion of the City Engineer. If the existing pavement meets the structural section, the full width of the streets shall be grind and overlaid as approved by the City Engineer.

g. Refer to the below and the **(Revised)** Exhibit C attached for all Roadway Cross Sections.

h. Placentia Avenue (Primary Arterial – 128'/94') along the property's frontage within dedicated right-of-way, shall be improved to provide for the following improvements:
   i. 8-inch curb and gutter 47 feet south of the centerline.
   ii. A 14-foot-wide raised landscaped median.
   iii. 40-foot-wide pavement on both sides of the 14-foot-wide raised landscaped median.
   iv. A minimum 17-foot-wide parkway consisting of a 6-foot-wide sidewalk location as approved by Planning Department and Public Works Department, 11-feet of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards.

i. Perris Boulevard (Primary Arterial – 128'/94') along the property's frontage within dedicated right-of-way, shall be improved to provide for the following improvements:
   i. 8-inch curb and gutter 47 feet west of the centerline.
   ii. A 14-foot-wide raised landscaped median.
   i. 40-foot-wide pavement on both sides of the 14-foot-wide raised landscaped median.
   ii. A minimum 17-foot-wide parkway consisting of a 10-foot-wide sidewalk location as approved by Planning Department and Public Works Department, 7-feet of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards.

j. Perris Boulevard (Primary Arterial – 139-130'/106-100') along the property's frontage within dedicated right-of-way, where dedicated right turn lanes are shown on **(Revised)** Exhibit A, at entrances into the commercial site shall be improved to provide for the following improvements:
   i. 8-inch curb and gutter 52 feet west of the centerline.
   ii. A 14-foot-wide raised landscaped median.
   iii. 52-foot-wide pavement west and 40-foot-wide pavement east of the 14-foot-wide raised landscaped median.
   iii. A minimum 17-foot-wide parkway consisting of a 10-foot-wide sidewalk location as approved by Planning Department and Public Works Department, 7-feet of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical

Engineer per City of Perris, County of Riverside, and Caltrans standards.

k. Perris Boulevard (Primary Arterial – 128'/94') between Orange Avenue and Placentia Avenue shall be improved to provide for the following improvements:
   i. Three northbound and three southbound lanes. Any existing auxiliary lanes shall remain.

l. Frontage Road (Secondary Arterial – 105'/70') between Nuevo Road and Orange Avenue within dedicated right-of-way, shall be improved to provide for the following improvements:
   i. 8-inch curb and gutter 32 feet west and 36 east of the centerline.
   ii. A 14-foot-wide raised landscaped median along the centerline.
   iii. 25-foot-wide pavement west and 29-foot-wide pavement east of the 14-foot-wide raised landscaped median.
   iv. The easterly parkway shall be minimum of 12-feet-wide consisting of a ~~10~~ **6**-foot-wide sidewalk location as approved by Planning Department and Public Works Department, ~~5~~ **6**-feet of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards. ~~To accommodate the additional width of parkway needed a 3-foot-wide easement shall be dedicated.~~
   v. The westerly parkway shall be 25-feet-wide consisting of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards.

m. Frontage Road (~~Major Collector~~ **Secondary Arterial** – 105'/86') between Orange Avenue and the Specific Plan limits within dedicated right-of-way, shall be improved to provide for the following improvements:
   i. 8-inch curb and gutter 43 feet east and west of the centerline.
   ii. A 14-foot-wide raised landscaped median along the centerline.
   iii. 36-foot-wide pavement east and west of the 14-foot-wide raised landscaped median.
   iv. The easterly parkway shall be minimum of 12-feet-wide consisting of a ~~10~~ **6**-foot-wide sidewalk location as approved by Planning Department and Public Works Department, ~~5~~ **6**-feet of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards. ~~To accommodate the additional width of parkway needed a 3-foot-wide easement shall be dedicated.~~
   v. The westerly parkway shall be 7-feet-wide consisting of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards.

n. Frontage Road (~~Major Collector~~ **Secondary Arterial** – 100'/66') between Placentia Avenue and the Specific Plan limits within dedicated right-of-way, shall be improved to provide for the following improvements:
   i. 8-inch curb and gutter 38 feet east and 28 feet west of the centerline.

ii. A 14-foot-wide raised landscaped median.
iii. 26-foot-wide pavement east and west of the 14-foot-wide raised landscaped median.
iv. The easterly parkway shall be minimum of 12-feet-wide consisting of a ~~10~~ **6**-foot-wide sidewalk location as approved by Planning Department and Public Works Department, ~~5~~ **6**-feet of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards. ~~To accommodate the additional width of parkway needed a 3-foot-wide easement shall be dedicated.~~
v. The westerly parkway shall be 7-feet-wide consisting of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards.

o. Orange Avenue (Secondary Arterial – 109'/81') between Barrett Avenue and Perris Boulevard within dedicated right-of-way, shall be improved to provide for the following improvements:
i. 8-inch curb and gutter 38 feet north and 43 feet south of the centerline.
ii. A 14-foot-wide raised landscaped median.
iii. 35-foot-wide pavement south and 32-foot-wide pavement north of the 14-foot-wide raised landscaped median.
iv. The southerly parkway shall be 16-feet-wide consisting of a 6-foot-wide sidewalk location as approved by Planning Department and Public Works Department, 10-feet of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards.
v. The southerly parkway shall be a minimum of 12-feet-wide, to accommodate a designated right turn lane at the intersection of Perris Boulevard and Orange Avenue, consisting of a 6-foot-wide sidewalk location as approved by Planning Department and Public Works Department, 6-feet of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards.

p. Orange Avenue (Secondary Arterial – 109'/81') between Barrett Avenue and Frontage Road within dedicated right-of-way, shall be improved to provide for the following improvements:
i. 8-inch curb and gutter 41 feet north and 43 feet south of the centerline.
ii. A 14-foot-wide raised landscaped median along the centerline.
iii. 36-foot-wide pavement south and 34-foot-wide pavement north of the 14-foot-wide raised landscaped median.
iv. The parkway shall be 12-feet-wide consisting of a 6-foot-wide sidewalk location as approved by Planning Department and Public Works Department, 6-feet of landscaping, and streetlights subject to the

result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards.

q. Indian Avenue (Secondary Arterial – 94'/70') between Orange Avenue and Placentia Avenue within dedicated right-of-way, shall be improved to provide for the following improvements:
   i. 8-inch curb and gutter 35 feet east and west of the centerline.
   ii. A 14-foot-wide raised landscaped median along the centerline.
   iii. 28-foot-wide pavement east and west of the 14-foot-wide raised landscaped median.
   iv. The parkway shall be a minimum of 12-feet-wide consisting of a 6-foot-wide sidewalk, location as approved by Planning Department and Public Works Department, 6-feet of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards.

r. Indian Avenue (Modified Secondary Arterial – 77'/53') between the southerly limits of the MBU Overlay Area as shown on **(Revised)** Exhibit A to Placentia Avenue within dedicated right-of-way, shall be improved to provide for the following improvements ~~until the school site has been relocated and a new development at the location is proposed condition 4.q. shall be followed and the following conditions shall be null and void~~ **(These conditions shall apply until the school site is relocated and a new development is proposed at that location, at which time Condition 4.q shall apply and the condition 4.r. shall become null and void)**:
   i. 8-inch curb and gutter 35 feet east and 18 feet west of the centerline. If the existing curb and gutter is in good condition it may remain in place as determined by the City Engineer.
   ii. 53-foot-wide pavement.
   iii. The parkway shall be of 12-feet-wide consisting of a 6-foot-wide sidewalk, location as approved by Planning Department and Public Works Department, 6-feet of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards.

s. Barrett Avenue (Major Collector – 78'/56') between Placentia Avenue and Frontage Road within dedicated right-of-way, shall be improved to provide for the following improvements:
   i. 6-inch curb and gutter 28 feet east and west of the centerline.
   ii. 56-foot-wide pavement.
   iii. The parkway shall be 11-feet-wide consisting of a 6-foot-wide sidewalk location as approved by Planning Department and Public Works Department, 5-feet of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards.

t. Harvest Landing Way (Modified Collector – 84'/62') between Barrett Avenue and Perris Boulevard within dedicated right-of-way, shall be improved to provide for the following improvements:
   i. 6-inch curb and gutter 31 feet north and south of the centerline.
   ii. A 14-foot-wide raised landscaped median along the centerline.
   iii. 24-foot-wide pavement north and south of the 14-foot-wide raised landscaped median.
   iv. The parkway shall be 11-feet-wide consisting of a 6-foot-wide sidewalk location as approved by Planning Department and Public Works Department, 5-feet of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards.
   v. At the intersection of Perris Boulevard, the roadway shall be widened to accommodate ~~a~~ ***two*** designated left turn lanes, a ~~shared right and left turn lane, and~~ a ***through lane, two*** designed right turn lanes***, a 2 foot median nose and two westbound lanes; 86-foot curb to curb.*** The roadway to the south of the median shall be 40 feet and 28 feet to the north.

u. Water Avenue (Local – 60'/40') between Indian Avenue and the westerly limit of the existing school site within dedicated right-of-way, shall be improved to provide for the following improvements ~~until the school site has been relocated and a new development at the location is proposed the following conditions shall be null and void~~ **(These conditions shall apply until the school site is relocated and a new development is proposed at that location, at which time Water Avenue may be vacated and the condition 4.u. shall become null and void)**:
   i. 6-inch curb and gutter 20 feet north and south of the centerline.
   ii. 40-foot-wide pavement.
   iii. The westerly end of the street shall be built as a cul-de-sac per Riverside County Standard 800 or 800A with a minimum radius of 53 feet per City of Perris Fire Guidelines.
   iv. The parkway shall be 10-feet-wide consisting of a 6-foot-wide sidewalk location as approved by Planning Department and Public Works Department, 4-feet of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards.

5. The driveways shall be per County of Riverside Standard No. 207A and shall include wet set concrete truncated domes in compliance with ADA standards and requirements. The driveways curb returns shall be within the property limits and shall not infringe on adjacent properties. Truck designated points of access/driveways shall use techniques such as reverse curb returns and directional medians to deter trucks from using non-designated truck routes to and from the ~~**industrial sites**~~ **Parcel Hub** throughout the Specific Plan. Truck designated points of access/driveways shall be designed to ensure no

trucks are stacked in the public right-of-way as approved by the City Engineer.

6. The developer/property owner acknowledges that the Riverside County Flood Control and Water Conservation District (RCFCD) conducts a separate review and conditioning process independent of the City's review and approval procedures. Therefore, to define RCFCD requirements, the developer/property owner shall continue to coordinate with RCFCD to obtain the future Conditions of Approval.

   As applicable, the following drainage related conditions in addition to those stated above, in RCFCD letter dated February 1, 2008, and as conditioned in the previous engineering conditions dated April 28, 2011, Exhibit D, are requirements of this project and shall be implemented as determined by the City Engineer and RCFCD.

   a. Drainage and flood control facilities and improvements shall be provided in accordance with RCFCD and the City of Perris requirements and standards.
   b. A detailed hydrology report and hydraulic calculation shall be submitted to the City and RCFCD for review and approval. The report shall address the offsite flows, accumulative onsite runoff and the impact to adjacent downstream properties.
   c. The developer/property owner shall construct necessary improvements that protects the site from offsite flows as directed and approved by the City Engineer and RCFCD.
   d. The v-ditch west of Frontage Road between Nuevo Road and Orange Avenue may remain in place if it is in good condition. Areas that are damaged should be removed and replaced at the discretion of the City Engineer.
   e. The developer/property owner shall collect on-site treated runoff and convey it to an acceptable outlet.
   f. Ultimate Perris Valley Master Drainage Plan (PVMDP) Line K shall be constructed to an acceptable outlet and accepted by RCFCD for maintenance.
   g. Ultimate PVMDP Lines along projects frontage and within the specific plan area, including but not limited to, PVMDP Lines K-13 through K-24 or approved equals, shall be constructed to an acceptable outlet and accepted by RCFCD for maintenance.
   h. If required by RCFCD, additional basin area shall be dedicated to RCFCD for the basins located south of Placentia Avenue.
   i. Construction of drainage facilities including catch basins and minimum 18" RCP at all Public Street intersections to eliminate runoff from all cross gutters will be required.
   j. All public drainage facilities shall be designed to convey the 100-year storm runoff.

k. The developer/property owner shall construct adequate detention and/or retention facilities to ensure post-development peak discharges do not exceed PVMDP flows, in accordance with RCFCD design standards.
l. Catch basin inserts shall be provided as approved by the Public Works Department.

7. An encroachment permit shall be obtained for any work that is to be performed within RCFCD right-of-way or impacting District facilities. The encroachment permit application shall be processed and approved concurrently with the improvement plans.

8. An encroachment permit shall be obtained for any work that is to be performed within Caltrans right-of-way or impacting Caltrans facilities.

9. The developer/property owner acknowledges that the Eastern Municipal Water District (EMWD) conducts a separate review and conditioning process independent of the City's review and approval procedures. The developer/property owner understands that, as noted in typical EMWD Will Serve Letter, additional requirements for service from EMWD may include but are not limited to: plan checks, facility construction, inspections, jurisdictional annexation, and payment of financial participation charges. Therefore, to define EMWD requirements, the developer/property owner shall continue to coordinate with EMWD's Development Services Department to understand the necessary service arrangements and to prepare Facility Design Conditions (DCs), Recycled Water Use Plan/Exhibits (RWUP/RWUEs), including any City conditions related to concrete intersections or driveways that may require EMWD facilities or the extension of facilities beyond the concrete limits.

The developer/property owner further understands that the approved EMWD DCs must be obtained from EMWD prior to any plans being submitted to the City.

The developer/property owner shall work with EMWD to provide at a minimum the below facilities:

~~a. One approximately 1 acre well site located within the Water Quality Basin Area~~
~~b. One approximately 0.5 acre well site located as agreed upon with EMWD~~
~~c. One 1.5 acre regional well treatment site in the Phase 2 MBU location~~
a. Recycled water mainlines as conditioned by EMWD
b. Sewer mainlines as conditioned by EMWD
c. Potable water mainlines as conditioned by EMWD
d. If construction phasing of EMWD facilities occurs the developer/property owner shall extend all facilities beyond any concrete pavement.

e. **The developer/property owner shall continue to coordinate in good faith with EMWD to facilitate the acquisition of property interests necessary for two groundwater well sites and potentially one regional groundwater treatment facility to serve the project and surrounding areas. Any property acquisition shall be subject to EMWD's standard due diligence, fair market appraisal based on existing entitlements and land uses, and the negotiation and execution of a separate purchase and sale agreement between EMWD and the developer/property owner. The final size, location, and configuration of the facilities shall be mutually agreed upon by EMWD and the developer/property owner through this process. Facilities generally consist of: (1) an approximately 0.5-acre well site which is south of the project, (2) an approximately 1.0-acre well site within the project with a minimum 2,000-foot separation from the southern well site, and (3) an approximately 1.5-acre regional groundwater treatment site to be identified during the design condition phase.**

10. The following easements and/or rights-of-way shall be offered for dedication to the public or other appropriate agencies in perpetuity and shall continue in force until the City or the appropriate agency accepts or abandons such offers, as determined and approved by the Planning Department, Public Works Department, and the City Engineer:

    a. Placentia Avenue is classified as a Primary Arterial (128'/94'). Adequate right-of-way shall be dedicated on Placentia Avenue along the property frontage to accommodate a 64-foot half width dedicated right-of-way as determined and approved by Planning Department, Public Works Department and the City Engineer.
    b. Perris Boulevard is classified as a Primary Arterial (128'/94'). Adequate right-of-way shall be dedicated on Perris Boulevard along the property frontage to accommodate a 64-foot half width dedicated right-of-way as determined and approved by Planning Department, Public Works Department and the City Engineer.
    c. Perris Boulevard (Primary Arterial 139-130'/106-100') where dedicated right turn lanes are shown on **(Revised)** Exhibit A, at the entrances into the commercial site, adequate right-of-way shall be dedicated to accommodate a 80-foot half width dedicated right-of-way as determined and approved by Planning Department, Public Works Department and the City Engineer.
    d. Frontage Road is classified as a Secondary Arterial (105'/70') between Barrett Avenue and Orange Avenue. Adequate right-of-way shall be dedicated on Frontage Road between Barrett Avenue and Orange Avenue to accommodate a 105-foot full-width dedicated right-of-way as determined and approved by Planning Department, Public Works

Department and the City Engineer. ~~An additional 3-foot-wide easement shall be dedicated to accommodate the 10-foot-wide shared use trial.~~

e. Frontage Road is classified as a ~~**Major Collector**~~ **Secondary Arterial** (105'/86') between Orange Avenue and the Specific Plan limits. Adequate right-of-way shall be dedicated on Frontage Road between Orange Avenue and the Specific Plan limits to accommodate a 105-foot full width dedicated right-of-way as determined and approved by Planning Department, Public Works Department and the City Engineer. ~~An additional 3-foot-wide easement shall be dedicated to accommodate the 10-foot-wide shared use trial.~~

f. Frontage Road is classified as a ~~**Major Collector**~~ **Secondary Arterial** (100'/66') between Placentia Avenue and the Specific Plan limits. Adequate right-of-way shall be dedicated on Frontage Road between Placentia Avenue and the Specific Plan limits to accommodate a 100-foot full-width dedicated right-of-way as determined and approved by Planning Department, Public Works Department and the City Engineer. ~~An additional 3-foot-wide easement shall be dedicated to accommodate the 10-foot-wide shared use trial.~~

g. Orange Avenue is classified as a Secondary Arterial (109'/81') between Barrett Avenue and Perris Boulevard. Adequate right-of-way shall be dedicated on Orange Avenue between Barrett Avenue and Perris Boulevard to accommodate a 59-foot half width dedicated right-of-way as determined and approved by Planning Department, Public Works Department and the City Engineer.

h. Orange Avenue is classified as a Secondary Arterial (112'/84') between Barrett Avenue and Frontage Road. Adequate right-of-way shall be dedicated on Orange Avenue between Barrett Avenue and Frontage Road to accommodate an 112-foot full-width dedicated right-of-way as determined and approved by Planning Department, Public Works Department and the City Engineer.

i. Indian Avenue is classified as a Secondary Arterial (94'/70') between Orange Avenue and Placentia Avenue. Adequate right-of-way shall be dedicated on Indian Avenue between Orange Avenue and Placentia Avenue to accommodate a 94-foot full width dedicated right-of-way as determined and approved by Planning Department, Public Works Department and the City Engineer.

j. Indian Avenue is classified as a Modified Secondary Arterial (77'/53') the southerly limits of the MBU Overlay Area as shown on **(Revised)** Exhibit A to Placentia Avenue. Adequate right-of-way shall be dedicated on Indian Avenue along the frontage of the MBU overlay area as shown on **(Revised)** Exhibit A to accommodate a westerly 30-foot half width dedicated right-of-way and an easterly 47-foot half width dedicated right-of-way as determined and approved by Planning Department, Public Works Department and the City Engineer ~~until the school site has been relocated and a new development at the location is proposed. At which time this condition will be null and void and condition 10.i. shall be followed.~~ **(This condition shall apply until the school site is relocated**

and a new development is proposed at that location, at which time Condition 10.i shall apply and the condition 10.j. shall become null and void).

k. Barrett Avenue is classified as a Major Collector (78'/56') between Placentia Avenue and Frontage Road. Adequate right-of-way shall be dedicated on Barrett Avenue between Placentia Avenue and Frontage Road to accommodate a 78-foot full-width dedicated right-of-way as determined and approved by Planning Department, Public Works Department and the City Engineer.

l. Harvest Landing Way is classified as a Modified Collector (84'/62') between Perris Boulevard and Barrett Avenue. Adequate right-of-way shall be dedicated on Harvest Landing Way between Perris Boulevard and Barrett Avenue to accommodate an 84-foot full-width dedicated right-of-way as determined and approved by Planning Department, Public Works Department and the City Engineer. At the intersection of Harvest Landing Way and Perris Boulevard adequate right-of-way shall be dedicated on Harvest Landing Way to accommodate a 104 foot full width dedication to accommodate the additional turn lanes.

m. Water Avenue is classified as a Local (60'/40') between Indian Avenue and the westerly limit of the existing school site. Adequate right-of-way shall be dedicated on Water Avenue to accommodate a 60-foot full width dedicated right-of-way as determined and approved by Planning Department, Public Works Department and the City Engineer ~~until the school site has been relocated and a new development at the location is proposed at which time this condition shall be null and void.~~ **(This condition shall apply until the school site is relocated and a new development is proposed at that location, at which time Water Avenue may be vacated and the condition 10.m. shall become null and void)**

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

o. Any easements required by EMWD shall be dedicated.

p. Any drainage easements needed shall be dedicated.

q. Any basin area as required by RCFCD shall be dedicated.

11. In the event that offsite easements or rights-of-way are required for the development of the Specific Plan and to complete offsite improvements, the developer/property owner shall make a good faith effort to acquire the required property interest for construction of the improvements and if the developer/property owner shall fail to do so, the developer/property owner shall enter into an agreement with the City for acquisition of the easements or rights-of-way. 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.

12. In the event that the electrical cables are under 66 kV, the existing power poles on Perris Boulevard, Orange Avenue, Frontage Road and Indian Avenue shall be removed, and the electrical and communication cables shall be placed underground. This includes going past intersections and/or adjacent roadways to ensure there are no power poles or guy wires that remain on the above roadways.

    If the electrical cables exceed 66 kV, the existing power poles shall be relocated to accommodate the roadway widening. The developer/property owner shall provide an analysis from a utility consultant verifying compliance with this condition. In any event, the communication cables shall be placed underground.

13. The project site is located within the limits of Perris Valley Drainage Plan (ADP), for which drainage fees have been adopted by the City. Drainage fees shall be paid as set forth under the provisions of the "Rules and Regulation of Administration of Area Drainage Plan". The developer/property owner may be eligible for ADP fee credit/reimbursement as set forth under the provisions of the "Rules and Regulation of Administration of Area Drainage Plan".

14. This and other similar projects will impact the transportation and drainage infrastructure within the City of Perris. For this reason, the following transportation and drainage related improvements are required to mitigate the initial and the ongoing impact to the transportation and drainage facilities. The following transportation and drainage related conditions, as depicted in the Traffic Impact Analysis prepared by EPD Solutions, Inc., in addition to those as conditioned in the previous engineering conditions dated April 28, 2011, Exhibit D, are requirements of this project. In case of conflict between the above and following requirements, the most stringent in the opinion of the City Engineer shall apply:

    a. Prior to issuance of any grading permit the developer/property owner shall pay the City in-lieu fees in the amount of $2,000,000 towards the construction of the I-215/Nuevo Road interchange and Nuevo Road widening improvements between Perris Boulevard and the I-215 Interchange.
    b. Prior to the issuance of the 1st building permit the developer/property owner shall pay the City in-lieu fees in the amount of $2,000,000 towards the construction of the I-215/Nuevo Road interchange and Nuevo Road widening improvements between Perris Boulevard and the I-215 interchange.
    c. Prior to the issuance of the 2nd building permit the developer/property owner shall pay the City in-lieu fees in the amount of $2,000,000 towards

the construction of I-215/Nuevo Road interchange and Nuevo Road widening improvements between Perris Boulevard and the I-215 interchange.

d. These improvements must be installed prior to issuance of occupancy permits for Phase 1:
   i. The developer/property owner shall improve Perris Boulevard including ultimate PVMDP lines K-13 and K-14 and roadway improvements as stated in conditions 4.i., 4.j, and 4.k. from the southerly limits of the Specific Plan to Placentia Avenue. The intersection of Perris Boulevard/Avocado Avenue shall allow for southbound lefts and shall restrict westbound lefts via the raised landscaped median.
   ii. The developer/property owner shall improve Frontage Road including ultimate PVMDP lines and roadway improvements as stated in condition 4.l., 4.m., and 4.n. from Nuevo Road to Placentia Avenue. At the intersection of Frontage Road/Nuevo Road there shall be 2 southbound right turn lanes.
   iii. The developer/property owner shall improve Orange Avenue including ultimate PVMDP lines and roadway improvements as stated in conditions 4.o. and 4.p from Frontage Road to Perris Boulevard.
   iv. The developer/property owner shall improve Barrett Avenue including ultimate PVMDP lines and roadway improvements as stated in condition 4.s. from Frontage Road to ~~Orange~~ ***Placentia*** Avenue.
   v. The developer/property owner shall improve Harvest Landing Way including ultimate PVMDP lines and roadway improvements as stated in condition 4.t. from Barrett Avenue to Perris Boulevard.
   vi. The developer/property owner shall construct the ultimate PVMDP Line K from Perris Boulevard to an acceptable outlet.
   vii. The developer/property owner shall install or modify traffic signals to be at their ultimate locations and to include interconnect between signals via fiber, retroreflective backplates, LED lighting, City approved Iteris hybrid video/radar detection system and shall be connected to the City's network at the following intersections:
      1. Perris Boulevard/Harvest Landing Way
      2. Perris Boulevard/Orange Avenue. This includes construction of a designated northbound right turn lane; the installing of a right-turn overlap to the northbound right turn; the installing of a right-turn overlap to the southbound right turn; the installing of a right-turn overlap to the westbound right turn; the installing of a right-turn overlap to the eastbound right turn; and the construction of two full width eastbound travel lanes to a minimum distance of 250 feet east of the intersection.
      3. Orange Avenue and the existing driveway into the Spectrum Center, shown as driveway #46 on **(Revised)** Exhibit E
      4. Orange Avenue/Barrett Avenue

5. Orange Avenue/Indian Avenue
6. Frontage Road/Barrett Avenue
7. Frontage Road/Private Drive A
8. Frontage Road/Orange Avenue. This includes providing 2 southbound left turn lanes.
9. Placentia Avenue/Frontage Road. This includes changing the northbound and southbound phasing to split phasing; restriping the northbound approach to provide for 2 northbound left turn lanes and 1 northbound left/through lane; widen the westbound approach to accommodate 1 westbound left turn lane, 3 westbound through lanes and 1 westbound right turn lane; widening of the western leg of Placentia avenue to accommodate an additional receiving lane; and the installing of a right-turn overlap to the eastbound right turn
10. The developer/property owner shall install a right-turn overlap to the northbound, eastbound and westbound right turns at the intersection of Perris Boulevard/Nuevo Road. The developer/property owner shall restripe the southbound approach to 2 southbound left turn lanes, 3 southbound through lanes and 1 dedicated right turn lane. The developer/property owner shall restripe the southern leg to accommodate the additional receiving lane as determined by the City Engineer.
11. **Barrett Avenue/Harvest Landing Way**
12. ***Placentia Avenue/Barrett Avenue***

e. These improvements must be installed prior to issuance of occupancy permits for Phase 2:

i. The developer/property owner shall improve Placentia Avenue including ultimate PVMDP lines and roadway improvements as stated in condition 4.h.

ii. The developer/property owner shall improve Indian Avenue including ultimate PVMDP lines and roadway improvements as stated in conditions 4.q. and 4.r. from Orange Avenue to Placentia Avenue.

~~iii. The developer/property owner shall improve Barrett Avenue including ultimate PVMDP lines and roadway improvements as stated in condition 4.s. from Orange Avenue to Placentia Avenue.~~

iv. The developer/property owner shall improve Water Avenue including roadway improvements as stated in condition 4.u.

v. The developer/property owner shall install or modify traffic signals to be at their ultimate locations and to include interconnect between signals via fiber, retroreflective backplates, LED lighting, City approved Iteris hybrid video/radar detection system and shall be connected to the City's network at the following intersections:

1. Placentia Avenue/Indian Avenue
~~2. Placentia Avenue/Barrett Avenue~~
3. Redlands Avenue/Mildred Street

4. The developer/property owner shall install a right-turn overlap to the southbound right turn at the intersection of Perris Boulevard/Placentia Avenue.
5. The developer/property owner shall install a right-turn overlap to the westbound right turn at the intersection of Murrieta Road/Nuevo Road.

~~vi. Once a new school site has been selected, all required right-of-way dedications, frontage improvements, and any other improvements deemed necessary by the City Engineer for the new school site shall be completed prior to any occupancy permits of Phase 2. The new school site shall be fully operational prior to the closure of the existing school site.~~

15. ***Pursuant to the February 10, 2026, City Council Meeting,***

Prior to issuance of the Certificate of Occupancy for the Parcel Hub, the developer/property owner shall complete the construction of the Sports Park, located at the northwest corner of Orange Avenue and Barrett Avenue.

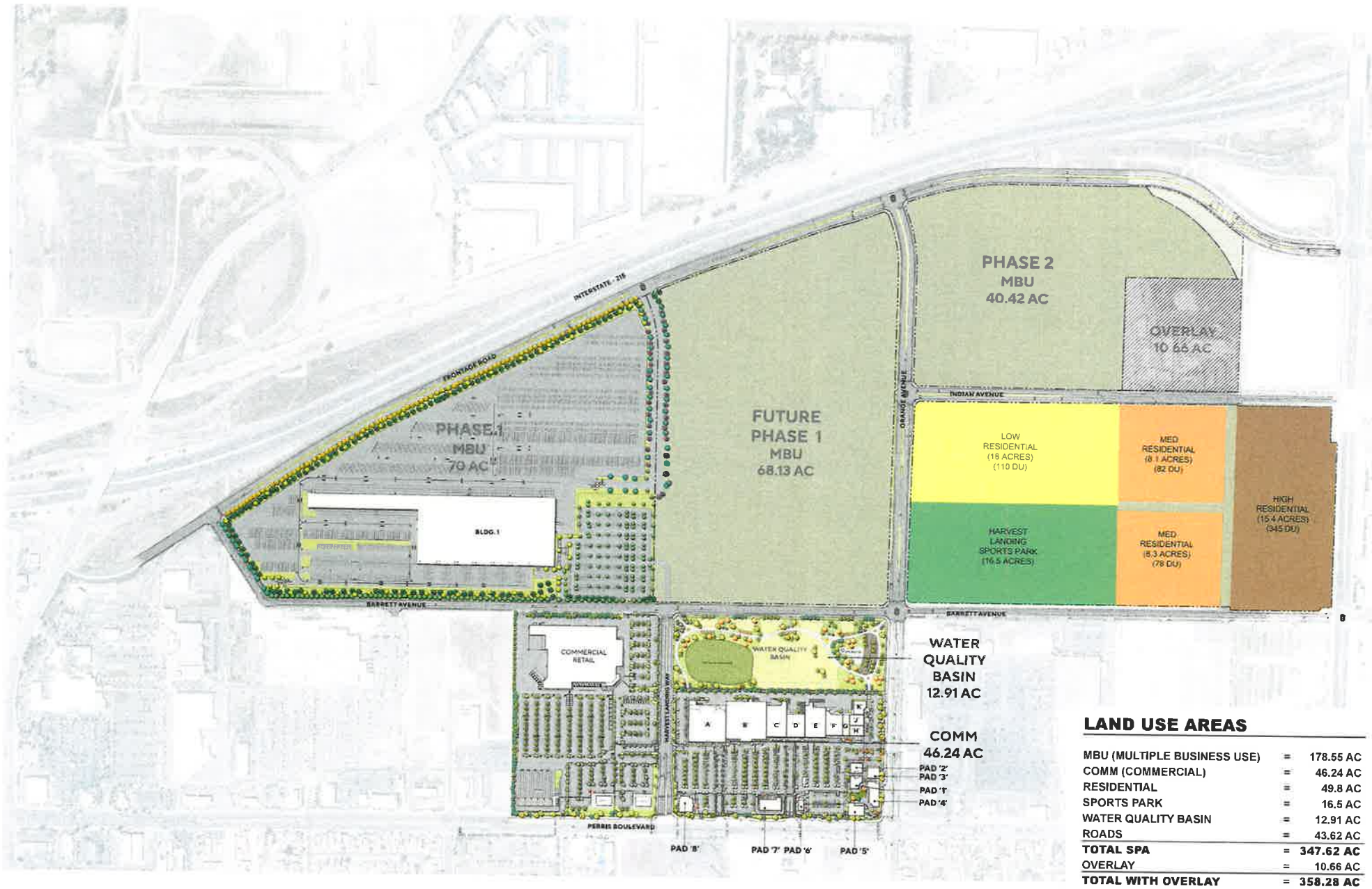
Approval of the Sports Park shall be subject to the approval of a Administrative Development Plan Review and approval of but not limited to the following items:

a. Create a legal parcel for the Sports Park
b. Site Layout
c. Traffic Study
d. Parking Analysis
e. Pedestrian Accessibility Analysis
f. Conceptual Grading Plan
g. Drainage Report
h. PWQMP
i. EMWD Will Serve Letter
j. Dedication of rights-of-way and/or easements
k. Construction of public roadways and appurtenances around the perimeter of the Sports Park including traffic signals as directed by the City Engineer.

Attachments
(Revised) Exhibit A – Proposed Project Site (Land Use)
Exhibit B – City of Perris Standard "Street Required Pavement Design Standards"
(Revised) Exhibit C – Roadway Cross Sections
Exhibit D – Previous Engineering Conditions of Approval dated April 28, 2011
(Revised) Exhibit E – Numbered Intersections/Driveways

REVISED EXHIBIT A

PROPOSED PROJECT SITE (LAND USE)



LAND USE AREAS

MBU (MULTIPLE BUSINESS USE)	=	178.55 AC
COMM (COMMERCIAL)	=	46.24 AC
RESIDENTIAL	=	49.8 AC
SPORTS PARK	=	16.5 AC
WATER QUALITY BASIN	=	12.91 AC
ROADS	=	43.62 AC
TOTAL SPA	=	**347.62 AC**
OVERLAY	=	10.66 AC
TOTAL WITH OVERLAY	=	**358.28 AC**

HARVEST LANDING RETAIL CENTER & BUSINESS PARK

PERRIS, CA

CONCEPTUAL MASTER PLAN

A1

EXHIBIT B

CITY OF PERRIS STANDARD "STREET REQUIRED
PAVEMENT DESIGN STANDARDS

Table -1 REQUIRED MINIMUM TRAFFIC INDEX BY ROADWAY CLASSIFICATION

Roadway Classification	ROW	Industrial	Commercial	Residential
Local	60'	9.0	8.0	7.0
Collector	66'	10.0	8.0	8.0
Major Collector	78'	10.0	9.0	8.0
Secondary Arterial	94'	11.0	9.0	9.0
Primary Arterial	128'	12.0	10.0	10.0
Expressway	184'	12.0	11.0	10.0

Table -2 REQUIRED MINIMUM STRUCTURAL PAVEMENT SECTION BY TRAFFIC INDEX

TRAFFIC INDEX (IT)	6.0	7.0	8.0	9.0	10.0	11.0	12.0
Min. AC Thickness	4"	6"	7"	8"	8"	8"	8"
Min. Class II AB Thickness	6"	8"	10"	12"	16"	20"	22"
Total Thickness	10"	14"	17"	20"	24"	28"	30"

NOTES:

1. TRAFFIC INDEXES ARE FOR 20 YEAR.
2. THE DEVELOPER MAY BE REQUIRED TO PERFORM A TRAFFIC ANALYSIS TO DETERMINE THE APPROPRIATE TRAFFIC INDEX AS DIRECTED BY THE CITY ENGINEER.
3. ASPHALT CONCRETE SHALL BE PG70-10.

STREET REQUIRED PAVEMENT DESIGN STANDARDS

APPROVED BY:

CITY ENGINEER _____ DATE: 6/17/2024

JOHN POURKAZEMI, PE

REVISED EXHIBIT C

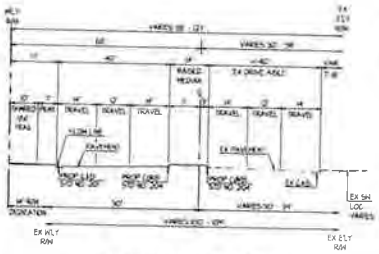
ROADWAY CROSS SECTIONS

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

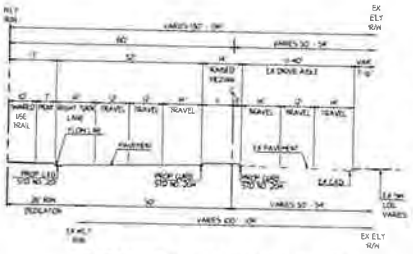
HARVEST LANDING RETAIL CENTER & BUSINESS PARK

PROPOSED STREET SECTIONS

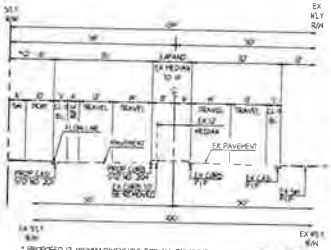
TENTATIVE PARCEL MAPS 38810 & 38811



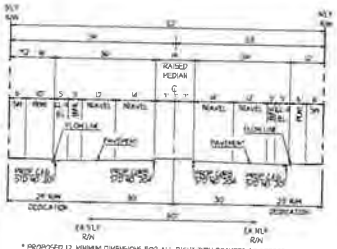
PERRIS BOULEVARD
PRIMARY ARTERIAL
(#040)



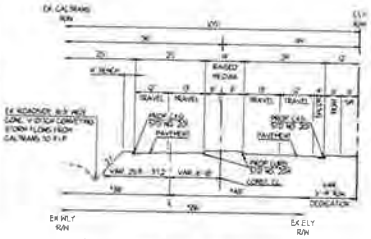
EXPANDED PERRIS BOULEVARD
PRIMARY ARTERIAL
(#040)



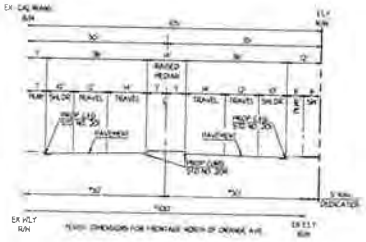
* PROPOSED 12 MINIMUM DIMENSIONS FOR ALL RIGHT TURN POCKETS AT INTERSECTIONS
ORANGE AVENUE
(PERRIS BLVD - BARRETT AVE)
SECONDARY ARTERIAL
(#078)



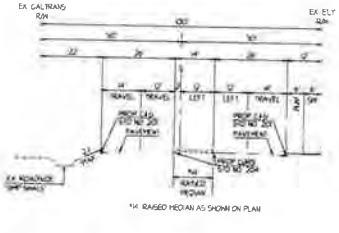
* PROPOSED 12 MINIMUM DIMENSIONS FOR ALL RIGHT TURN POCKETS AT INTERSECTIONS
ORANGE AVENUE
(BARRETT AVE - FRONTAGE RD)
SECONDARY ARTERIAL
(112184)



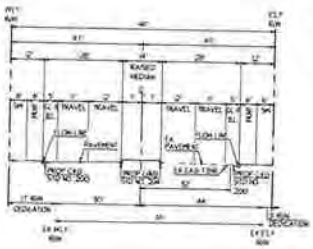
*EXIST. DIMENSIONS FOR FRONTAGE SOUTH OF ORANGE AVE
FRONTAGE ROAD
(BARRETT AVE - ORANGE AVE)
SECONDARY ARTERIAL
(105186)



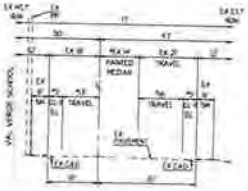
*EXIST. DIMENSIONS FOR FRONTAGE NORTH OF ORANGE AVE
FRONTAGE ROAD
(ORANGE AVE - LIMITS OF TPM 38810)
SECONDARY ARTERIAL
(105186)



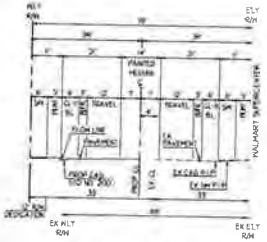
*14' RAISED MEDIAN AS SHOWN ON PLAN
FRONTAGE ROAD
(LIMITS OF TPM 38810 - PLACENTIA AVE)
SECONDARY ARTERIAL
(100186)



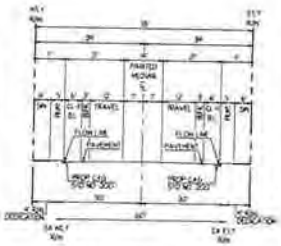
INDIAN AVE
(ORANGE - VAL VERDE SCHOOL)
SECONDARY ARTERIAL
(#47107)



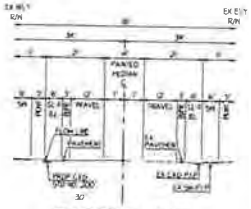
* PROPOSED RE-STRIPING OF EXISTING ROADWAY
PROP INDIAN AVE
(VAL VERDE SCHOOL - PLACENTIA AVE)
SECONDARY ARTERIAL
(#4060)



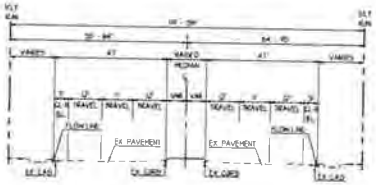
BARRETT AVE
(FRONTAGE RD. - N'LY WALMART DWY)
MAJOR COLLECTOR
(119186)



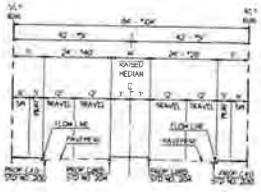
BARRETT AVE
(N'LY WALMART DWY - ORANGE AVE)
MAJOR COLLECTOR
(119186)



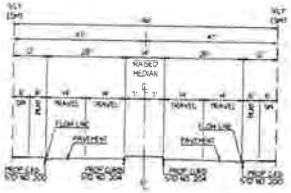
BARRETT AVE
(ORANGE AVE - PLACENTIA AVE)
MAJOR COLLECTOR
(119186)



EXISTING SECTION PER APPROVED PLACENTIA AVENUE WIDENING PROJECT PD 1288
PLACENTIA AVENUE
ARTERIAL



*PROPOSED DIMENSIONS FOR INTERSECTION WITH PERRIS BLVD
HARVEST LANDING WAY
MODIFIED COLLECTOR
(#41822)



PRIVATE DRIVE "A"
SECONDARY ARTERIAL
(#44121)

CITY OF PERRIS

HARVEST LANDING RETAIL CENTER & BUSINESS PARK
PROPOSED STREET SECTIONS
TENTATIVE PARCEL MAP 38810 & 38811

FMCIVIL ENGINEERING INC

SHEET 1 OF 1 SHEETS

EXHIBIT D

PREVIOUS ENGINEERING CONDITIONS OF
APPROVAL DATED APRIL 28, 2011

CITY OF PERRIS

HABIB MOTLAGH, CITY ENGINEER

CONDITIONS OF APPROVAL

P8-1019
April 22, 2008, Revised January 12, 2009,
Revised October 26, 2009, Revised May 13, 2010, Revised June 9, 2010,
Revised June 16, 2010, Revised March 8, 2011, Revised march 9, 2011,
Revised April 28, 2011
Harvest Landing Specific Plan

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 dedication in accordance with the City of Perris Municipal Code Title 18. It is understood that the site plan, this map and specific plan documents 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 the map to be resubmitted for further consideration. These Ordinances and the following conditions are essential parts and requirement 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 conditioned per phase 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 conflict between the following conditions and those identified in the environmental report, the most stringent shall apply:

1. Drainage and flood control facilities and improvements shall be provided in accordance with Riverside County Flood Control and Water Conservation District and the City of Perris requirements and standards. The following drainage related conditions in addition to those stated in RCFC letter dated February 1, 2008 and shown on figure 3-21 of specific plan are the requirements of this project. In case of conflict between the above and following requirements, the most stringent in the opinion of the City Engineer shall apply:

    a. Onsite drainage facilities outletting sump conditions if approved by the City Engineer shall be designed to convey the tributary 100-year storm flows. Additional emergency escape for the storm flows shall also be provided.

DEPARTMENT OF ENGINEERING
170 WILKERSON AVE., SUITE D, PERRIS, CA 92570-2200
TEL.: (951) 943-6504 - FAX: (951) 943-8416

b. The property's street and onsite grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area. No ponding or concentration of storm water to upstream and downstream properties shall be permitted without written permission of affected property owners. The minimum onsite gradient shall be 0.5%. In the case of widening or extending an existing roadway, the design and construction of the proposed improvements can match the existing gradient.

c. Drainage easements shall be obtained from the affected property owners for the release of concentrated or diverted storm flows onto the adjacent property. A copy of the drainage easement shall be submitted to the City for review prior to its recordation.

d. All drainage facilities with the exception of nuisance drainage improvements as indicated below shall be designed to convey the 100-year storm runoff.

e. A detailed hydrology report and hydraulic calculation shall be submitted to the City and RCFC for review and approval. The report shall address the offsite flow, accumulative onsite runoff and the impact to adjacent downstream properties.

f. All grading and drainage improvements shall comply with NPDES and Best Management Practices. Erosion control plans shall be prepared and submitted to Water Quality Board and the City of Perris as part of the grading plans.

g. Construction of drainage improvements (on and offsite) for individual phases shall be in a manner to prevent interim improvements with the exception of the temporary graded berm along Placentia Avenue and shall protect the site and adjoining properties from flooding as determined and approved by the City Engineer.

h. To understand the design criteria established by Flood Control for such facilities, all such improvement plans and drainage reports shall be reviewed and approved by RCFC and the City of Perris. The improvements shall include upgrade Line "K" to RCFC Master Plan Standards including the upgrades of crossing at Medical Center Drive and Perris Blvd and shall protect the site and adjoining properties from flooding as determined and approved by the City Engineer.

i. Construction nuisance drainage facilities including catch basins and minimum 18" RCP at all interior and exterior intersections to eliminate nuisance runoff from all cross gutters will be required.

j. The proposed landscaping along the street right-of-way including medians shall be designed and constructed to prohibit irrigation runoff from spilling over the adjacent roads.

k. The onsite basins shall be designed to meet RCFC standards and landscaped as approved by the Planning Department. The proposed grading of the "Lake" shall be done concurrent with construction of Phase 3 development. The proposed interim use of the Lake for drainage is prohibited.

l. Construction of onsite drainage facilities including the downstream facilities from the park site and upgrading of Line "K" as stated above is requirement of Phase I. Construction of all other onsite and offsite improvements as shown on Figure 3-21 of specific plan shall be requirements of Phases II and III including connection and upgrading of downstream master planned facilities along Line "K" up to Medical Center Drive.

m. Construction of a temporary berm along the north side of ***Lot 16*** ~~"A" Street~~ and easterly side of Indian Avenue shall be required to protect the Phase I Development from offsite drainage. The berm shall be at a minimum hydro seeded as approved by the Planning Department. Construction of a permanent landscape berm minimum of 50' southerly of the southern right-of-way of Placentia Avenue shall be required to protect Phase III of offsite flooding. Both temporary and permanent berm shall be designed and constructed with 3:1 minimum slope and proper access for maintenance. See Placentia Avenue Drainage Protection Berm Exhibit dated July 30, 2009 (Exhibit A) for more details. At the option of developers, the proposed Lot 1 of Tentative Map 35103 may be elevated to protect from offsite flooding.

2. Minimum 6' concrete sidewalks, handicap ramps, and driveways shall be installed pursuant to Riverside County and ADA Standards. All driveway approaches shall be constructed per Riverside County Standards for Commercial Driveway (Std. 207A) and comply with the ADA requirements. 5' wide sidewalks shall be permitted along local and private roads only. 8' wide meandering sidewalk shall be installed along Orange and Indian as shown on the specific plan.

3. Streetlights shall be installed along all perimeter and interior streets as approved by the City Engineer per Riverside County and Southern California Edison standards.

4. The proposed development is in the service area of Eastern Municipal Water District. The applicant shall provide water and sewer facilities to this development and comply with EMWD, Fire Department, and Health Department's requirements.

5. Prior to issuance of any permit, the developer shall sign the consent and waiver forms to join the Landscaping, Flood Control, Onsite Street Maintenance, and Lighting Districts. The developer shall maintain the landscaping for a period of one year after acceptance of these improvements and pay the 18-month advanced energy charges for streetlights. The Maintenance District shall include all onsite drainage facilities, basins, park, berm and lake, and other open spaces not maintained by HOA.

6. Existing power poles within the project site or along the project boundary (under 65kv), if any, shall be removed and cables undergrounded. All other utility poles, if any, shall be removed and utilities undergrounded.

7. On and offsite street, drainage, water, sewer, striping, signing, streetlight, grading and erosion control plans along with hydrology and hydraulic reports shall be submitted to the City Engineer's office for review and approval.

8. Access shall be restricted along Perris Blvd., Orange Avenue, Placentia Avenue, Indian Avenue, Frontage Road, Avocado Avenue except as sown on the specific plan and as approved by City during development of industrial phase.

9. All right-of-way necessary for construction of the drainage, the street and traffic improvements as identified above including any utility construction easements, not under Applicant's ownership, shall be acquired by the Applicant, at Applicant's sole cost. If Applicant is unsuccessful in negotiating any right-of-way acquisition with third party owners after a 30-day period, then City shall conduct the necessary analysis to determine in its sole discretion whether to attempt to acquire the right-of-way by exercise of its power of eminent domain; period, however, that nothing herein shall be deemed a prejudgment or commitment with respect to condemnation.

~~10. The existing irrigation wells shall be turned over to City of Perris pursuant to the terms of the development agreement.~~

~~11. The property owner shall reimburse the City Maintenance District the cost of pumping the water associated with the ongoing agricultural uses and the projects irrigation and lake demands.~~

12. This and other similar projects will impact the transportation infrastructure within the City of Perris. For this reason, the following transportation related improvements are required to mitigate the initial and the ongoing impact to the transportation facilities. These improvements must be installed prior to issuance of occupancy permits for individual phase:

a. Existing and proposed pavement along west side of Perris Blvd. adjacent to the project site shall meet with the structural section appropriate for traffic index of 10.5 otherwise, removed/replaced or upgrade as needed. Existing pavement adjacent to this site along west side at minimum shall be grind/overlay.

b. In addition to the following conditions, all transportation improvements identified in the attached exhibits shall be required prior to issuance of any occupancy permit. In the event of a conflict between the written engineering conditions and exhibits, the written engineering conditions shall govern.

Phase I

- Indian Avenue along both sides from Placentia Avenue to Orange Avenue shall be improved with various sections on both sides of centerline within dedicated right-of-way including 12-14' wide landscape median per Exhibit B dated May 10, 2010 and consisting of 2 sheets.

- Placentia Avenue from Barrett Avenue to Indian Avenue along south side shall be improved with minimum of 36' pavements, curb/gutter located 47' south of centerline with 64' half-width dedicated right-of-way including 14' wide landscaped median. Placentia Avenue along north side within the same reach shall be improved with a minimum of 15' of new pavement.

  Placentia Avenue from Indian to Frontage Road shall be improved with a minimum of 30' of pavement within dedicated right-of-way per Exhibit C dated May 27, 2009. The intersection of Placentia with Frontage Road shall be improved with a traffic signal and to provide for dedicated left turn lanes (all legs and directions) per Exhibit D dated May 27, 2009.

- Orange Avenue from Indian Avenue to Barrett Avenue shall be improved along both sides with minimum of 24' of paving, curb/gutter located 35' on either side of centerline within 112' full width dedicated right-of-way and 14' wide landscape median. Existing pavement along Orange Avenue from Barrett Avenue to Perris Blvd. shall be grind/overlay with minimum of 2" paving.

- "A" Street (collection) between Indian and Barrett Avenue shall be improved along both sides with minimum of 32' new pavement, curb/gutter located 22' on either side of centerline within 66' dedicated right-of-way. Additional utility easement shall be dedicated to City as required.

- Barrett Avenue from Placentia to Orange Avenue shall be improved along both sides (as needed) to provide for 36' of new pavement, curb/gutter located 20' on either side of centerline within 70' dedicated right-of-way per Exhibit E, dated June 2, 2010. Intersection of Barrett with Placentia and Orange Avenue shall be improved to provide for dedicated left/right turn lanes (all legs and directions) per Exhibit F dated May 27, 2009.

- Intersection of Frontage Road at Nuevo Road shall be reconfigured to eliminate left turn movements by installation of raised median per Exhibit G dated May 27, 2009.

- Sunset Avenue and Barrett Avenue from Frontage Road to northerly Phase I boundary shall be improved within dedicated right-of-way to provide for 36' wide pavement, curb, and gutter located 22' on either side of centerline with 66' dedicated right-of-way.

- Install traffic signal at intersection of Indian Avenue with Placentia Avenue and to include dedicated left and right lanes (all legs and directions) per Exhibit H dated May 27, 2009.

- I-215/Nuevo Interchange shall be improved per the Nuevo Road/I-215 Freeway Offsite Traffic Improvement Exhibit G dated May 27, 2009 and the following:

  The developer shall submit necessary plans to Caltrans to request for Design Exception to allow the existing Nuevo Bridge to be re-striped to add a single southbound left turn lane. Concurrently, plans for construction of the eastbound left turn lane from the southbound I-215 ramp and the right turn lane from the northbound ramp shall be submitted to Caltrans. If Caltrans approves the request for a design exception and issues an encroachment permit, the re-striping and construction of the eastbound left turn lane and eastbound right turn lane shall be completed prior to issuance of the first Certificate of Use and Occupancy for Harvest Landing.

  If Caltrans denies the design exception, then prior to recordation of the first non-financing Subdivision Map the applicant shall submit all necessary plans, specifications and cost estimates to Caltrans to widen the bridge to accommodate the single southbound left turn lane and to construct the eastbound left turn lane along the southbound ramp and the eastbound right turn lane from the northbound ramp. If Caltrans grants the permit within 12 months from the date of the above Map recordation, then prior to issuance of the first Certificate of Use and Occupancy for Harvest Landing, construction of the permitted improvements shall have commenced.

If Caltrans has not denied or granted the permit within 12 months of recordation of the date of the first non-finance Subdivision map, even though the developer has submitted all plans, specifications, and estimates and any other technical information required by Caltrans as part of the plan check and revision process in a timely manner, then the developer shall post a Letter of Credit in a form acceptable to City for 100% of the cost estimate submitted to Caltrans as approved by City Engineer. When that Letter of Credit is posted, the City shall issue Certificates of Use and Occupancy Permits. Upon issuance of Caltrans permit for bridge and ramp widening as stated above and start of construction for the same, the City shall reduce the amount of the Letter of Credit to match contractor's work in progress.

If within 24 months after recordation of first non-finance subdivision map Caltrans determines that the improvements as stated above cannot be constructed as conditioned without major bridge related work not required for Harvest Landing or City determines that Caltrans will not approve such permit anytime soon, then the developer shall not be required to construct the improvements but shall pay to the City an amount equal to the cost estimate provided to Caltrans for Harvest Landing's proposed bridge and ramp widening. This payment shall satisfy developer's responsibility and requirements for such work.

- Install traffic signal at the intersection of Indian Avenue with Orange Avenue and to include dedicated right and left turn lanes (all legs and directions).

- Comply with all other intersection improvements shown on Exhibit I dated April 8, 2010.

- Improvement to I-215/Placentia Interchange as shown on Exhibit 6-D of traffic report is required. Payment of in-lieu fee contribution towards implementation of this interchange as stipulated in development agreement shall satisfy this condition.

Phase II

- Intersection of Perris Blvd. and Nuevo Road shall be improved to provide for 3 southbound, 2 left turn eastbound, one (1) dedicated right turn, two (2) northbound, one (1) combined north and right and one (1) dedicated left turn westbound lanes. Intersection of Nuevo Road at Perris Blvd. shall be improved to provide for two (2) westbound and one (1) combined west and right turn lanes per Exhibit J, dated May 27, 2009.

- Indian Avenue from Orange Avenue to Perris Blvd. both sides (including NAP) shall be improved per Exhibit B dated May 10, 2010 including 12' landscape median within 105' dedicated right-of-way. [Intersection of Indian and Perris shall be improved to upgrade the signal and provide for dedicated left and right turn lanes ~~(all legs and directions)~~.

- Construct Barrett Avenue at its ultimate half-width + 12' section as a project collector (66' right-of-way) between Avocado Avenue and the easterly boundary of the proposed commercial portion of the project. See Specific Plan Figures 3-7A & B for typical road section and per Exhibit K dated May 10, 2010.

- Frontage Road from Old Sunset Avenue to Nuevo Road shall be improved along both sides to provide for 52' of pavement, curb/gutter located 28' on either side of centerline within 78' dedicated right-of-way. Frontage Road from Old Sunset Avenue to Placentia Avenue shall be improved with minimum of 6' new asphalt paving along east, curb/gutter located 27' east of centerline, 21' landscaping with 10' meandering bike path/sidewalk per Exhibit L dated September 8, 2009.

- Dwy 1 and Dwy 2 shall be improved along both sides with minimum of 40' of pavement and curb/gutter located 22' from centerline within 66' dedicated right-of-way.

- Improve the intersection of Placentia Avenue with Perris Blvd. to include one (1) combined eastbound right turn lane, one (1) east bound and one (1) dedicated left turn lane per Exhibit M dated July 22, 2009.

- Perris Blvd. from Orange Avenue to Nuevo Road along the west side shall be improved as needed to provide for minimum of two (2) southbound lanes, one (1) combined south bound/right turn lane to this site and existing driveway, dedicated left turn at all intersections including construction of 14' wide landscape median adjacent to the site. The existing landscaped median shall be replaced and upgraded as determined by Planning Department.

- Intersection of Barrett Avenue and Indian Avenue shall be improved with a traffic signal and to provide for dedicated left turn lanes (all legs and directions).

- Comply with all other intersection improvements as shown in the attached Exhibit N dated April 8, 2010, Exhibit O dated May 27, 2009, and Exhibit P dated May 27, 2009.

Phase III

- Dwy 1 & 3 shall be improved with minimum of 12' of pavement, curb/gutter located 21' from centerline, 10' wide landscape median within 74' dedicated right-of-way.

- Complete all other intersection improvements as shown in the attached Exhibit Q dated April 8, 2010.

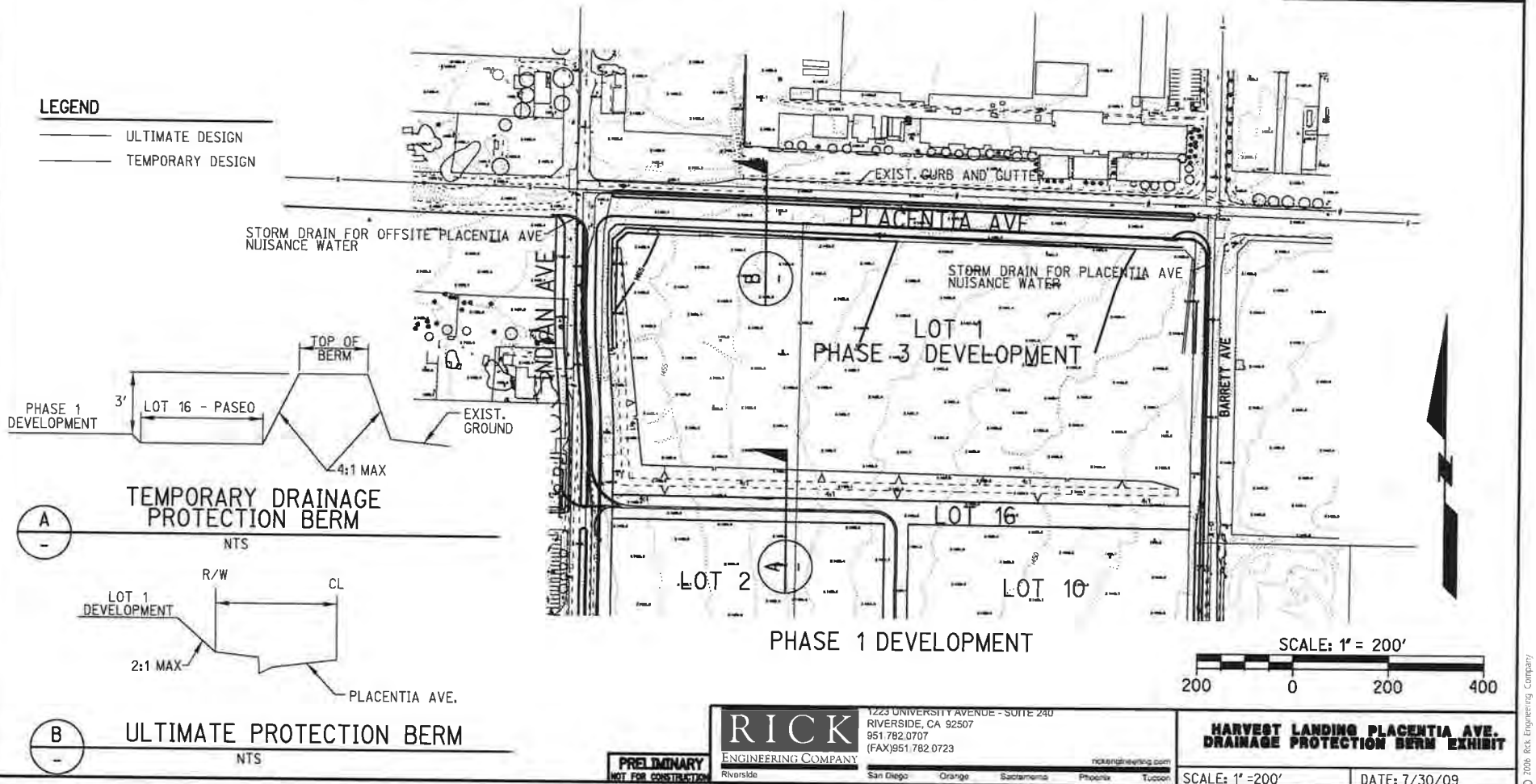
Habib Motlagh

Habib Motlagh
City Engineer

DEPARTMENT OF ENGINEERING
170 WILKERSON AVE., SUITE D, PERRIS, CA 92570-2200
TEL.: (951) 943-6504 - FAX: (951) 943-8416

HARVEST LANDING PLACENTIA AVE.
DRAINAGE PROTECTION BERM EXHIBIT

Exhibit A
Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010



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San Diego Orange Sacramento Phoenix Tucson

PRELIMINARY
NOT FOR CONSTRUCTION

HARVEST LANDING PLACENTIA AVE.
DRAINAGE PROTECTION BERM EXHIBIT

SCALE: 1" =200' | DATE: 7/30/09

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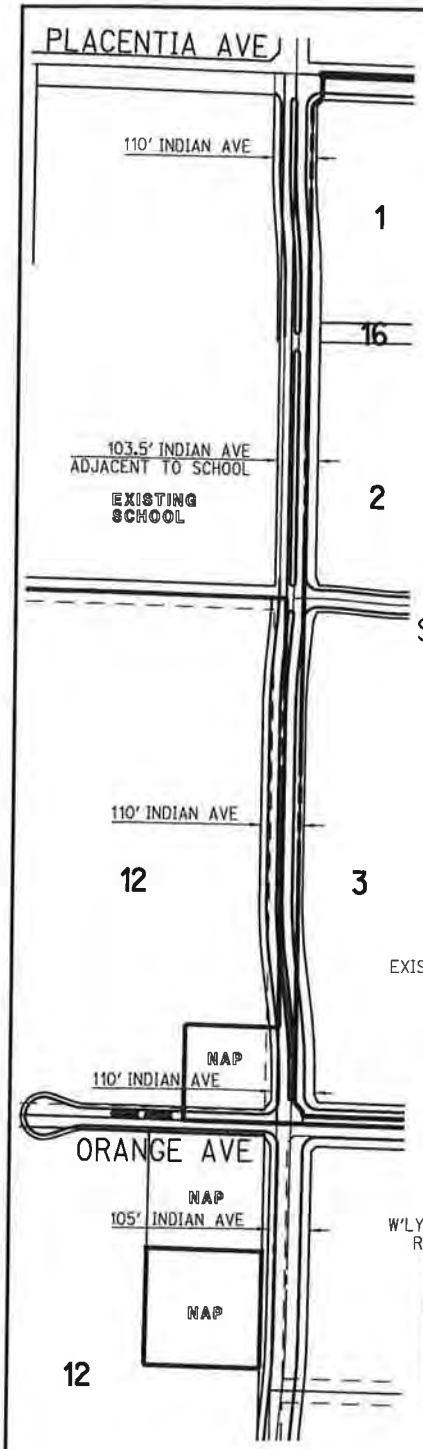
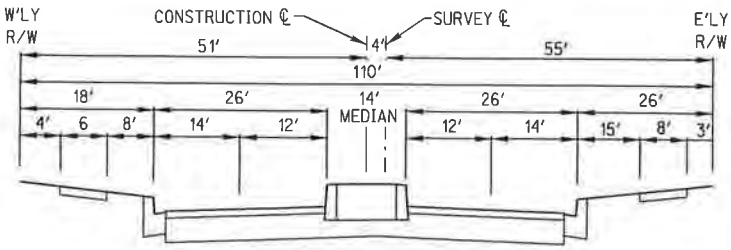
G:\14923\14923xbt122_northern_drainage.dgn

PLOT DATE: 29-MAR-2011 JN 14923

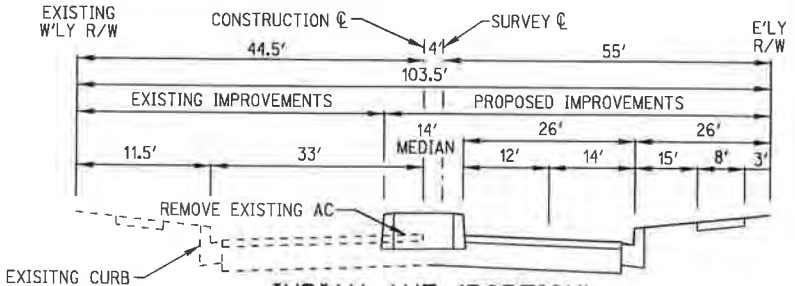
Exhibit B-1

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010

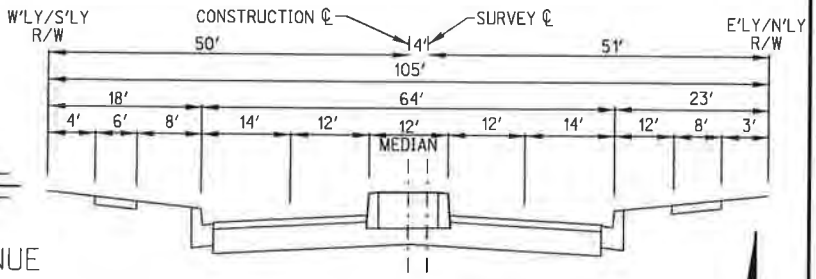




INDIAN AVE.
SECONDARY ARTERIAL 110'
FROM PLACENTIA AVE. TO LOT 16
FROM STREET "A" TO ORANGE AVE.
N.T.S.



INDIAN AVE. (PORTION)
SECONDARY ARTERIAL 103.5'
FROM LOT 16 TO STREET "A"
N.T.S.



INDIAN AVE.
SECONDARY ARTERIAL 105'
FROM ORANGE AVE. TO PERRIS BLVD.
N.T.S.

SCALE: 1" = 300'

300 0 300 600

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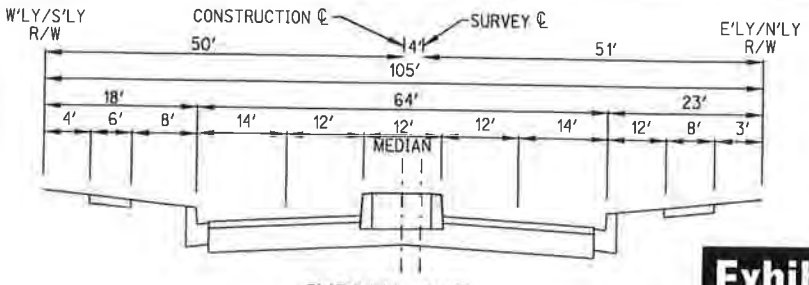
INDIAN AVENUE
IMPROVEMENTS (SHT 1 OF 2)

SCALE: 1"=300' | DATE: 5/10/2010

G:\14923\14923xb1129_Indian_Ave_COA_Exhibit.dgn

PLOT DATE: 29-MAR-2011 JN 14923

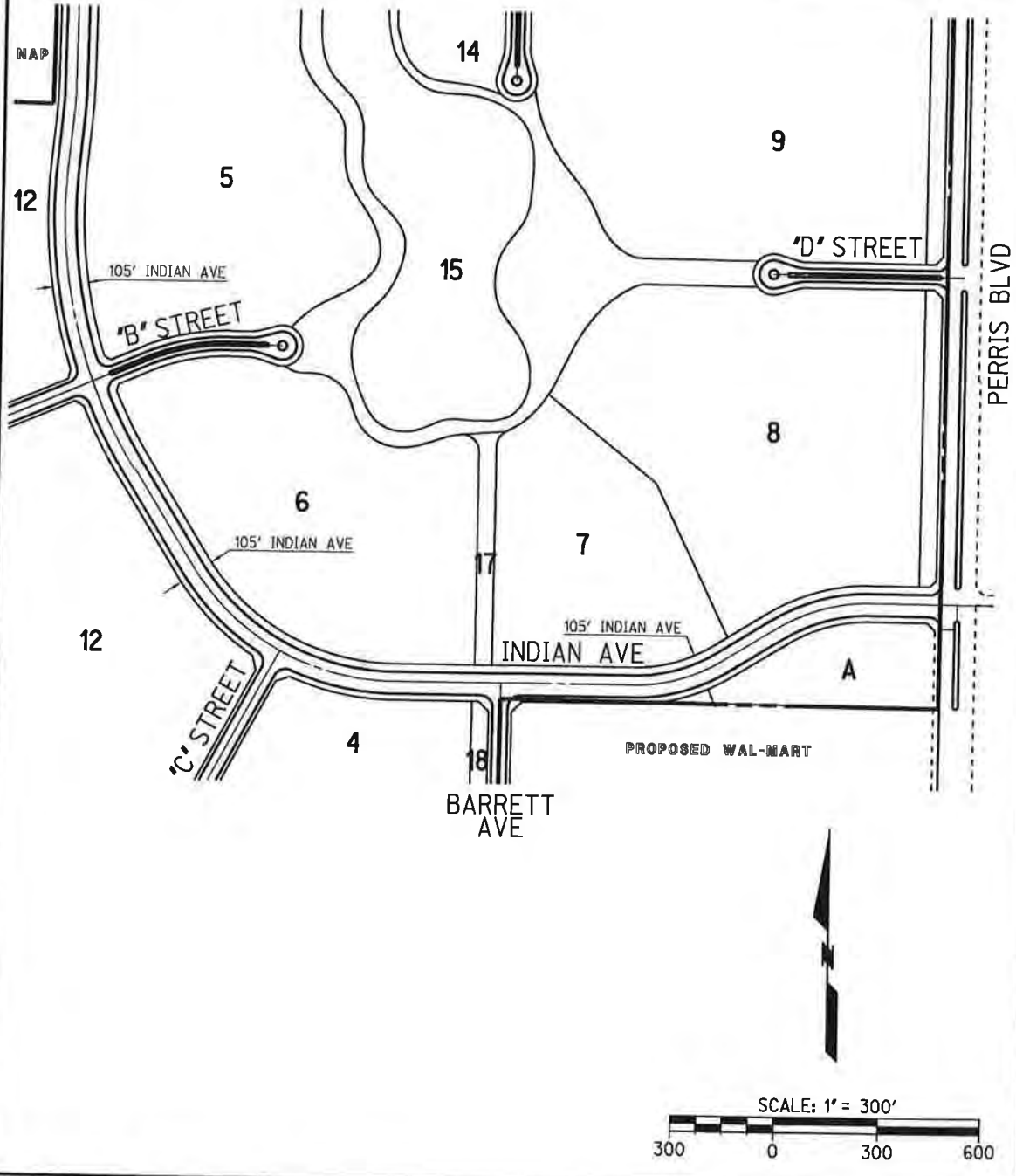


INDIAN AVE.
SECONDARY ARTERIAL 105'
FROM ORANGE AVE. TO PERRIS BLVD.
N.T.S.

Exhibit B-2

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010

SEE INDIAN AVE
SHEET 1 OF 2



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INDIAN AVENUE IMPROVEMENTS (SHT 2 OF 2)
SCALE: 1"=300' | DATE: 5/10/2010

G:\14923\14923xb1131_Indian_Ave_COA_Exhibit_Sht2.dgn

PLOT DATE: 10-MAY-2010 JN 14923

HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS
PLACENTIA AVENUE WIDENING

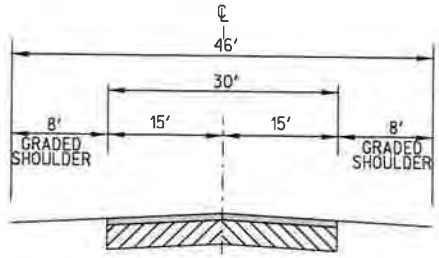
MAY 27, 2009

Exhibit C

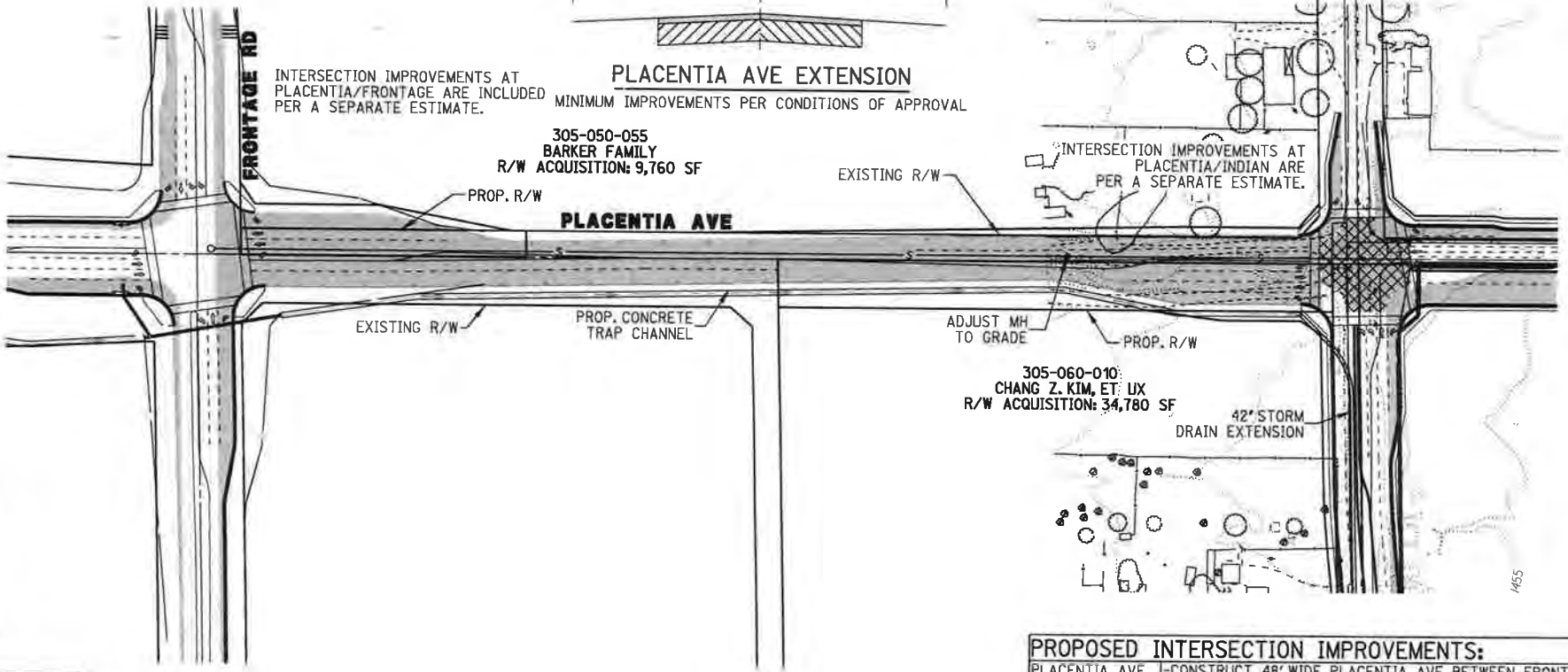
Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010

LEGEND:

- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PAVEMENT/CONCRETE REMOVAL
- PROPOSED STRIPING
- EXISTING IMPROVEMENTS
- PROPOSED CURB
- EXISTING EDGE OF PAVEMENT
- PROPOSED EDGE OF PAVEMENT



PLACENTIA AVE EXTENSION
MINIMUM IMPROVEMENTS PER CONDITIONS OF APPROVAL



PROPOSED INTERSECTION IMPROVEMENTS:	
PLACENTIA AVE	-CONSTRUCT 48' WIDE PLACENTIA AVE BETWEEN FRONTAGE ROAD AND INDIAN AVE -IMPROVEMENT DOES NOT INCLUDE WIDENING FOR INTERSECTION IMPROVEMENTS
DRAINAGE	-CONSTRUCT CONCRETE TRAP. CHANNEL SOUTH OF PLACENTIA BETWEEN FRONTAGE ROAD AND INDIAN AVE -CONSTRUCT STORM DRAIN FROM PLACENTIA/INDIAN TO ONSITE STORM DRAIN

SCALE: 1" = 120'

120 0 120 240

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PLOT DATE: 18-NOV-2009 JN 14923

HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS
PLACENTIA AVENUE/FRONTAGE ROAD

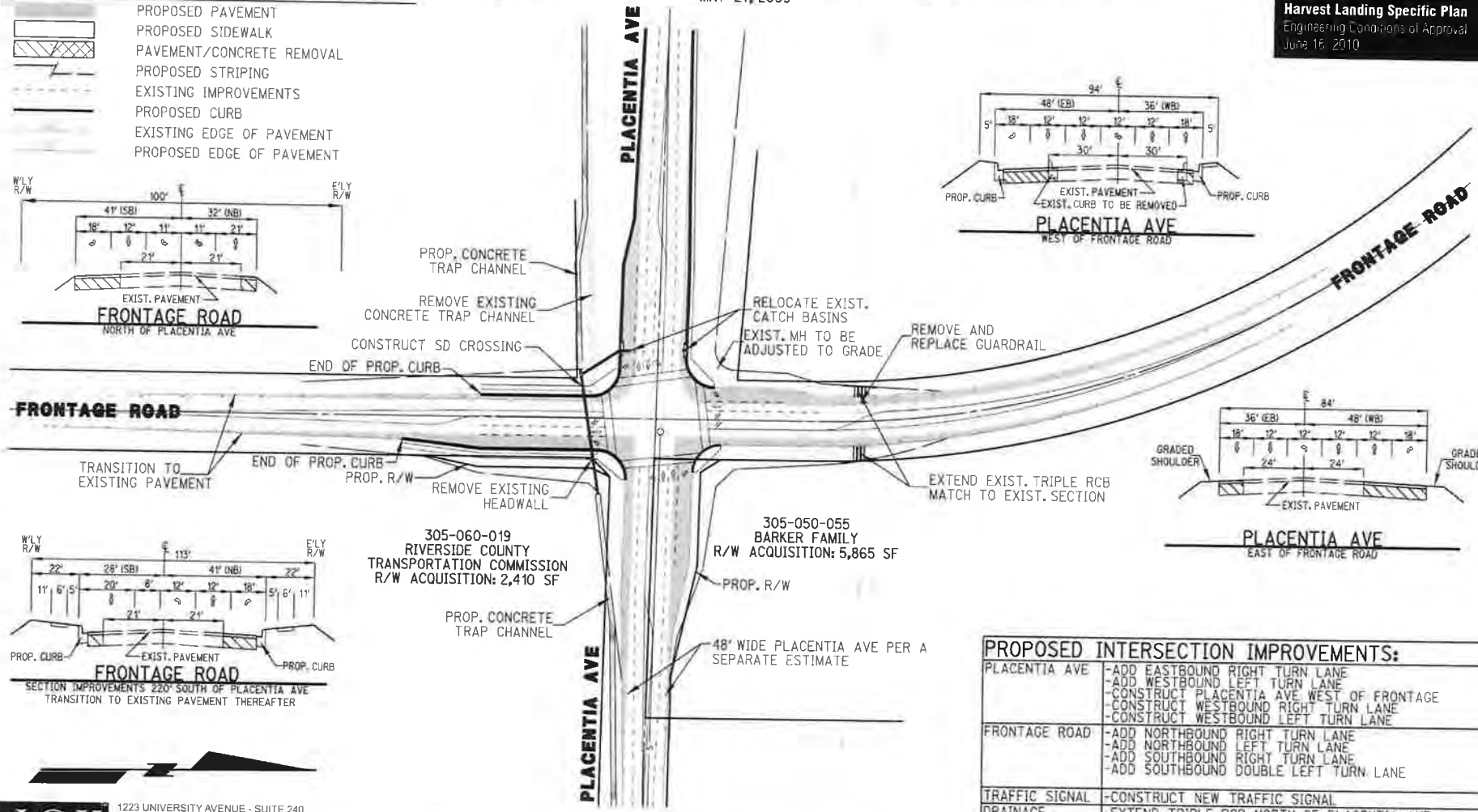
MAY 27, 2009

Exhibit D

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 15, 2010

LEGEND:

- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PAVEMENT/CONCRETE REMOVAL
- PROPOSED STRIPING
- EXISTING IMPROVEMENTS
- PROPOSED CURB
- EXISTING EDGE OF PAVEMENT
- PROPOSED EDGE OF PAVEMENT



SCALE: 1" = 120'

120 0 120 240

PROPOSED INTERSECTION IMPROVEMENTS:	
PLACENTIA AVE	-ADD EASTBOUND RIGHT TURN LANE -ADD WESTBOUND LEFT TURN LANE -CONSTRUCT PLACENTIA AVE WEST OF FRONTAGE -CONSTRUCT WESTBOUND RIGHT TURN LANE -CONSTRUCT WESTBOUND LEFT TURN LANE
FRONTAGE ROAD	-ADD NORTHBOUND RIGHT TURN LANE -ADD NORTHBOUND LEFT TURN LANE -ADD SOUTHBOUND RIGHT TURN LANE -ADD SOUTHBOUND DOUBLE LEFT TURN LANE
TRAFFIC SIGNAL	-CONSTRUCT NEW TRAFFIC SIGNAL
DRAINAGE	-EXTEND TRIPLE RCB NORTH OF PLACENTIA AVE -RELOCATE EXISTING CATCH BASINS ON PLACENTIA AVE -EXTEND AND RELOCATE STORM DRAIN AT CATCH BASINS -RECONSTRUCT CONCRETE TRAP CHANNEL AT NEW TOE OF SLOPE ON WEST PLACENTIA -CONSTRUCT STORM DRAIN CROSSING AT NEW TRAP CHANNEL LOCATION

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PLOT DATE: 18-NOV-2009 JN 14923

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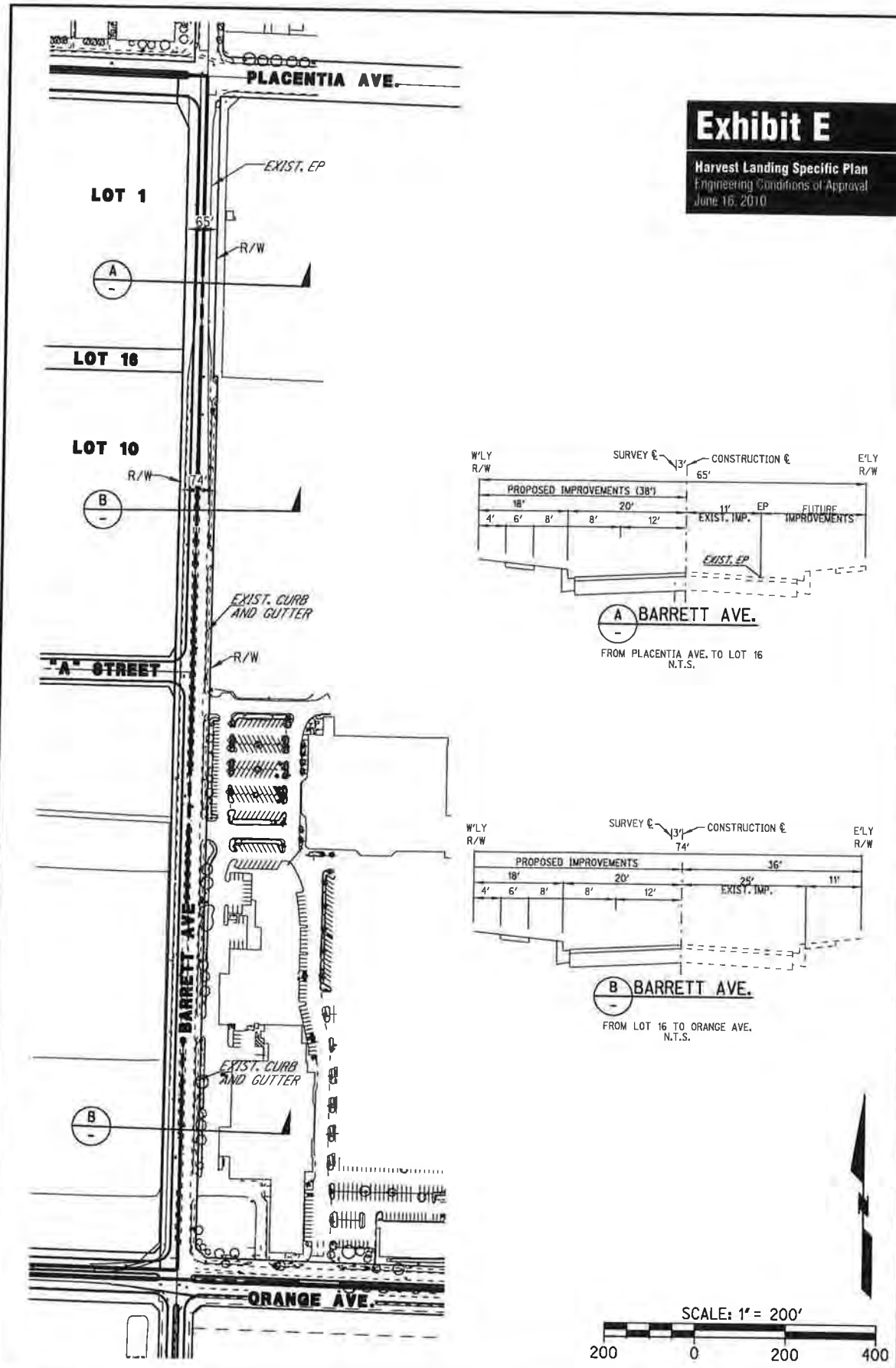
Exhibit E

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010



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NORTH BARRETT AVENUE IMPROVEMENTS

SCALE: 1"=200' | DATE: 6/02/2010

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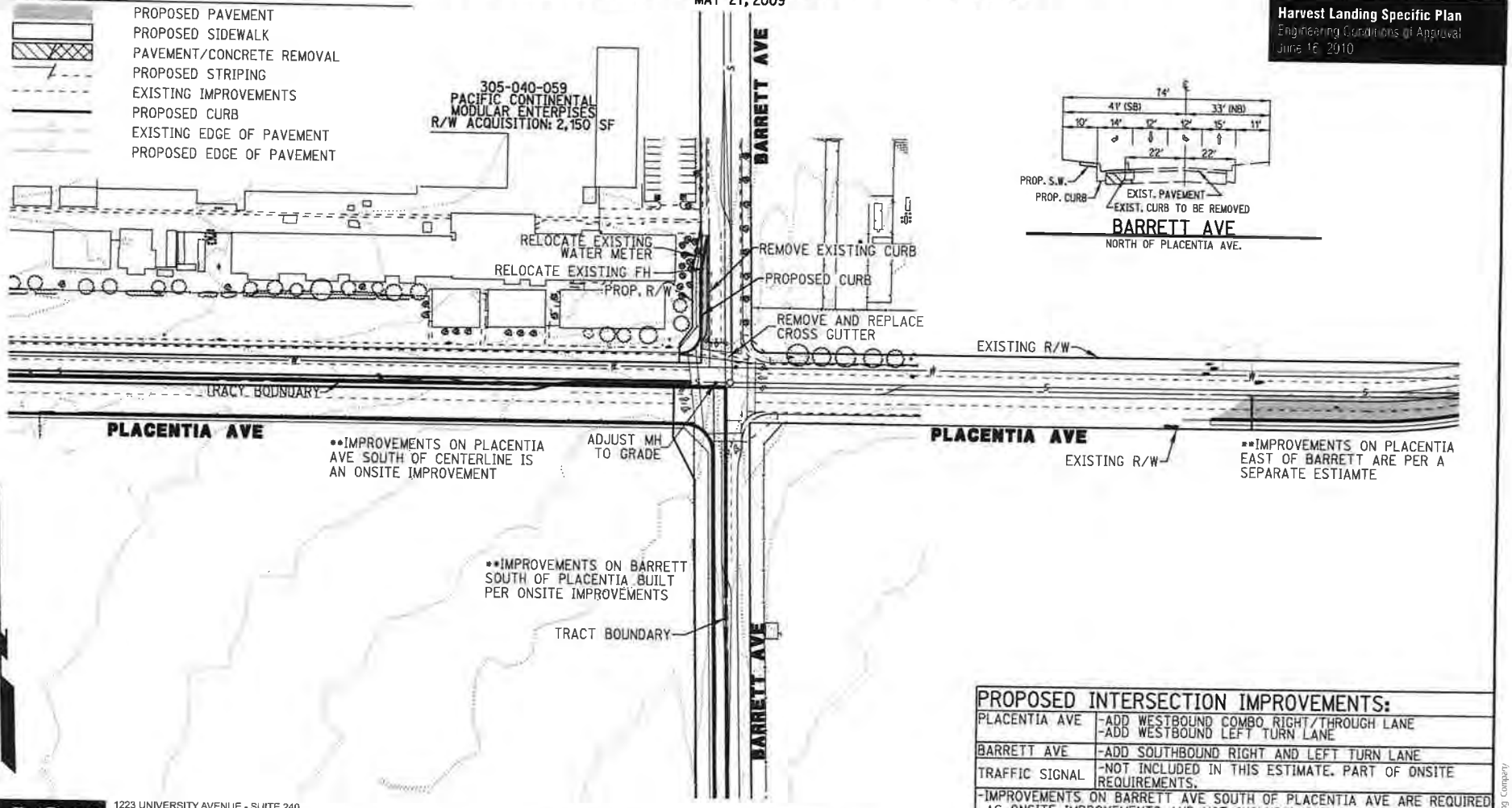
PLOT DATE: 29-MAR-2011 JN 14923

HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS
PLACENTIA AVENUE/BARRETT AVENUE

MAY 27, 2009

Exhibit F

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010



PROPOSED INTERSECTION IMPROVEMENTS:	
PLACENTIA AVE	-ADD WESTBOUND COMBO RIGHT/THROUGH LANE -ADD WESTBOUND LEFT TURN LANE
BARRETT AVE	-ADD SOUTHBOUND RIGHT AND LEFT TURN LANE
TRAFFIC SIGNAL	-NOT INCLUDED IN THIS ESTIMATE. PART OF ONSITE REQUIREMENTS.

-IMPROVEMENTS ON BARRETT AVE SOUTH OF PLACENTIA AVE ARE REQUIRED AS ONSITE IMPROVEMENTS AND NOT INCLUDED IN THIS ESTIMATE.
-IMPROVEMENT OF PLACENTIA AVE SOUTH OF CENTERLINE ARE REQUIRED AS ONSITE IMPROVEMENTS AND NOT INCLUDED IN THIS ESTIMATE.
-THE CURB MEDIAN ON PLACENTIA AVE BETWEEN INDIAN AVE AND BARRETT AVE ARE REQUIRED AS ONSITE IMPROVEMENTS AND NOT INCLUDED IN THIS ESTIMATE.

SCALE: 1" = 120'

120 0 120 240

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PLOT DATE: 18-NOV-2009 JN 14923

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HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS
NUEVO ROAD/I-215 FREEWAY &
NUEVO ROAD/FRONTAGE ROAD

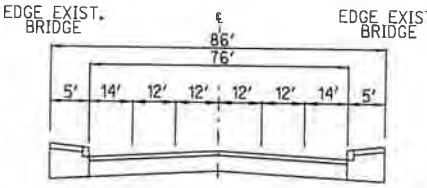
MAY 27, 2009

Exhibit G

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010

LEGEND:

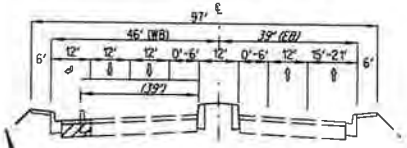
- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PAVEMENT/CONCRETE REMOVAL
- PROPOSED STRIPING
- EXISTING IMPROVEMENTS
- PROPOSED CURB
- EXIST. EDGE OF PAVEMENT
- PROP. EDGE OF PAVEMENT



NUEVO BRIDGE CROSS SECTION

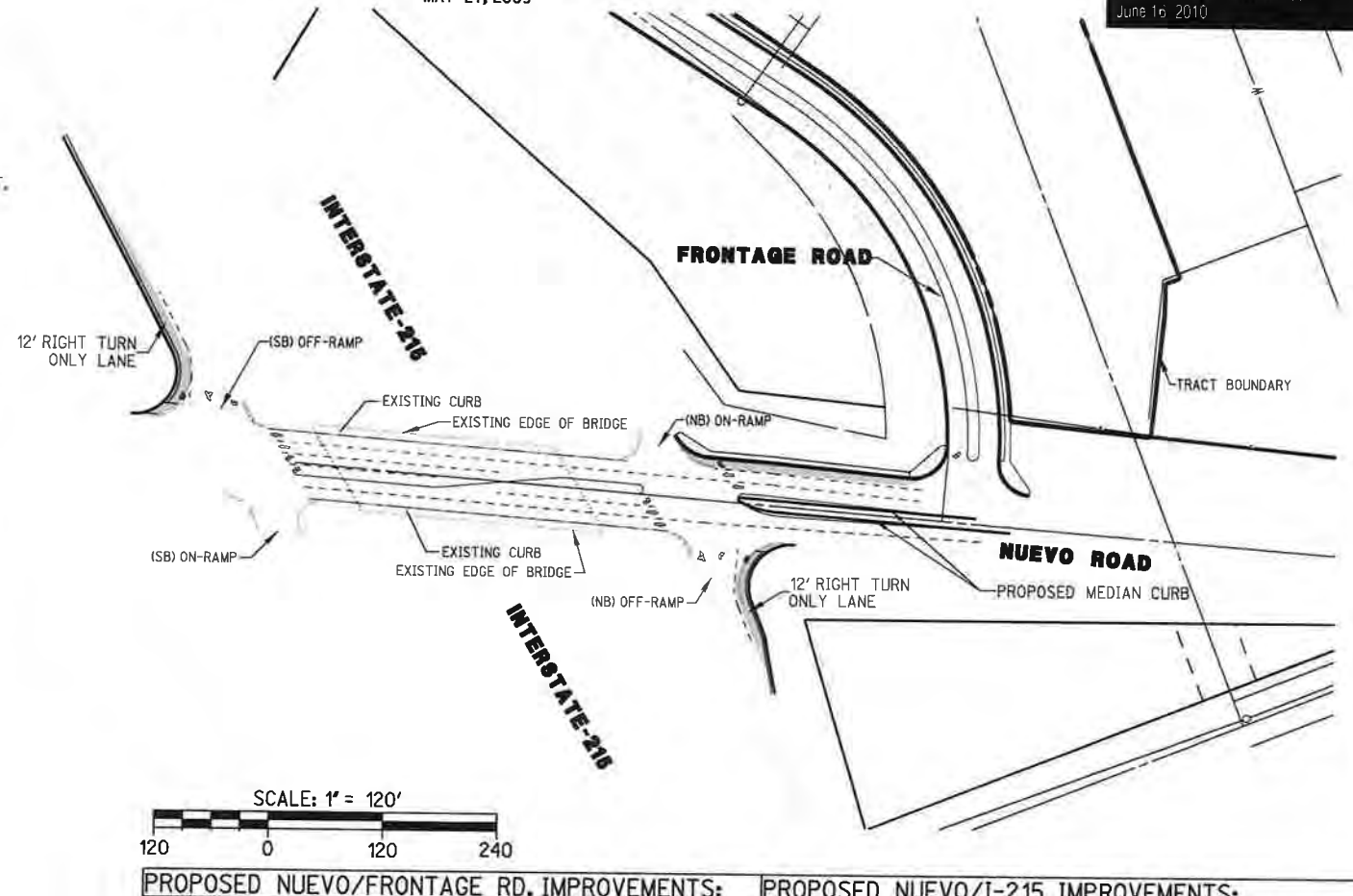
NTS

TYPICAL BRIDGE SECTIONS REQUIRE 8' SHOULDER FROM ETW TO CURB.



NUEVO ROAD

EAST OF NB 215 RAMPS



SCALE: 1" = 120'

120 0 120 240

PROPOSED NUEVO/FRONTAGE RD. IMPROVEMENTS:	
NUEVO RD.	-NONE
FRONTAGE ROAD	-ADD CURBED MEDIAN
TRAFFIC SIGNAL	-NONE
NOTES	-ROAD IMPROVEMENTS TO FRONTAGE ROAD PER ONSITE ESTIMATES

PROPOSED NUEVO/I-215 IMPROVEMENTS:	
NUEVO RD.	-ADDITIONAL WESTBOUND LEFT TURN LANE TO SB I-215 ACHIEVED THROUGH RESTRIPING ON BRIDGE -WESTBOUND RIGHT TURN ONLY LANE TO NB I-215
INTERSTATE-215	-NORTHBOUND OFFRAMP RIGHT TURN LANE -SOUTHBOUND OFFRAMP LEFT TURN LANE
TRAFFIC SIGNAL	-RETROFIT 2 EXISTING TRAFFIC SIGNALS

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PLOT DATE: 18-NOV-2009 JN 14923

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HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS
PLACENTIA AVENUE/INDIAN AVENUE

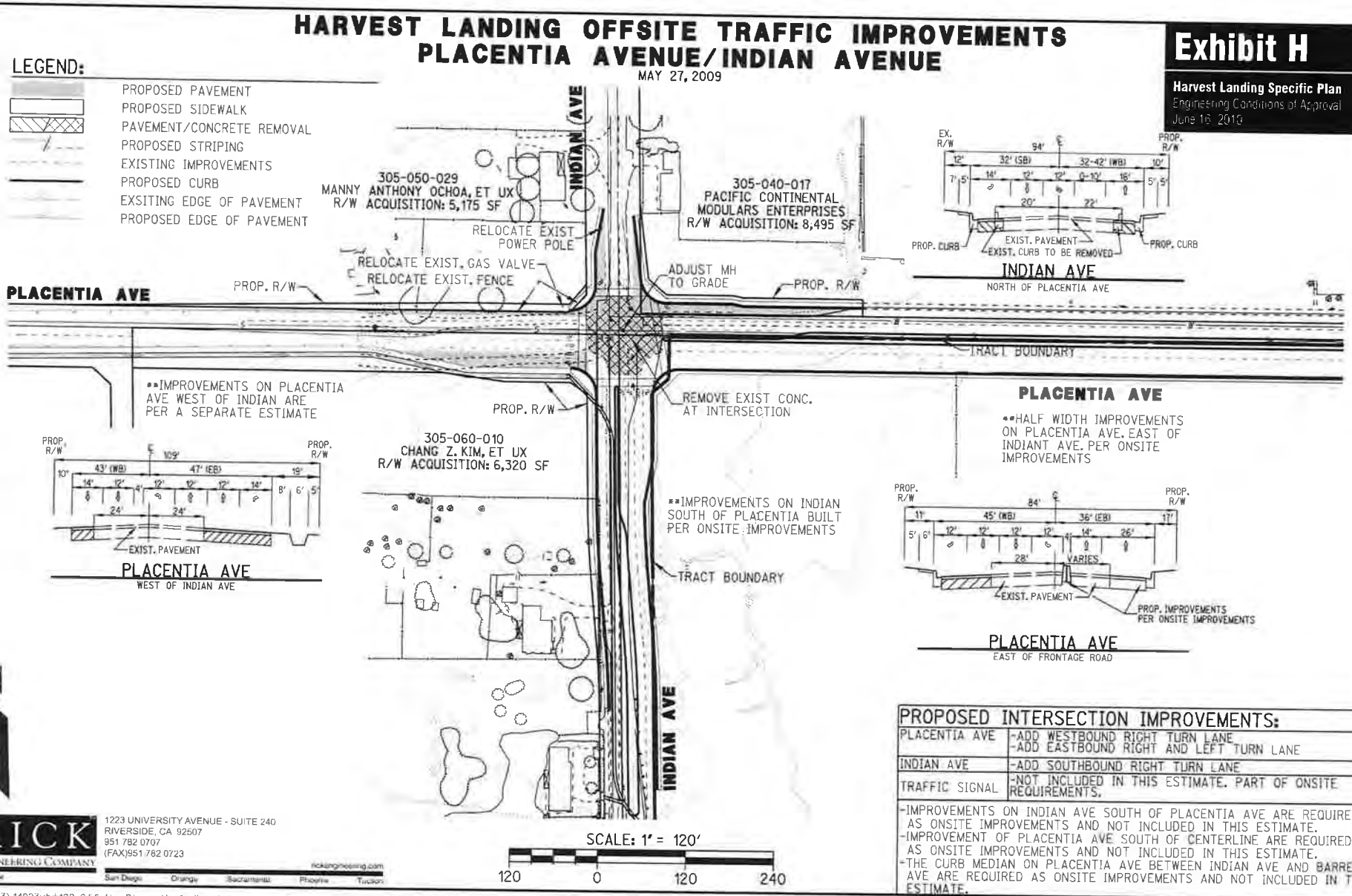
MAY 27, 2009

Exhibit H

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010

LEGEND:

- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PAVEMENT/CONCRETE REMOVAL
- PROPOSED STRIPING
- EXISTING IMPROVEMENTS
- PROPOSED CURB
- EXSITING EDGE OF PAVEMENT
- PROPOSED EDGE OF PAVEMENT



INDIAN AVE
NORTH OF PLACENTIA AVE

PLACENTIA AVE
WEST OF INDIAN AVE

PLACENTIA AVE
EAST OF FRONTAGE ROAD

SCALE: 1" = 120'

120 0 120 240

PROPOSED INTERSECTION IMPROVEMENTS:	
PLACENTIA AVE	-ADD WESTBOUND RIGHT TURN LANE -ADD EASTBOUND RIGHT AND LEFT TURN LANE
INDIAN AVE	-ADD SOUTHBOUND RIGHT TURN LANE
TRAFFIC SIGNAL	-NOT INCLUDED IN THIS ESTIMATE. PART OF ONSITE REQUIREMENTS.

-IMPROVEMENTS ON INDIAN AVE SOUTH OF PLACENTIA AVE ARE REQUIRED AS ONSITE IMPROVEMENTS AND NOT INCLUDED IN THIS ESTIMATE.
-IMPROVEMENT OF PLACENTIA AVE SOUTH OF CENTERLINE ARE REQUIRED AS ONSITE IMPROVEMENTS AND NOT INCLUDED IN THIS ESTIMATE.
-THE CURB MEDIAN ON PLACENTIA AVE BETWEEN INDIAN AVE AND BARRETT AVE ARE REQUIRED AS ONSITE IMPROVEMENTS AND NOT INCLUDED IN THIS ESTIMATE.

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PLOT DATE: 18-NOV-2009 JN 14923

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PHASE 1 - OFFSITE
INTERSECTION IMPROVEMENTS

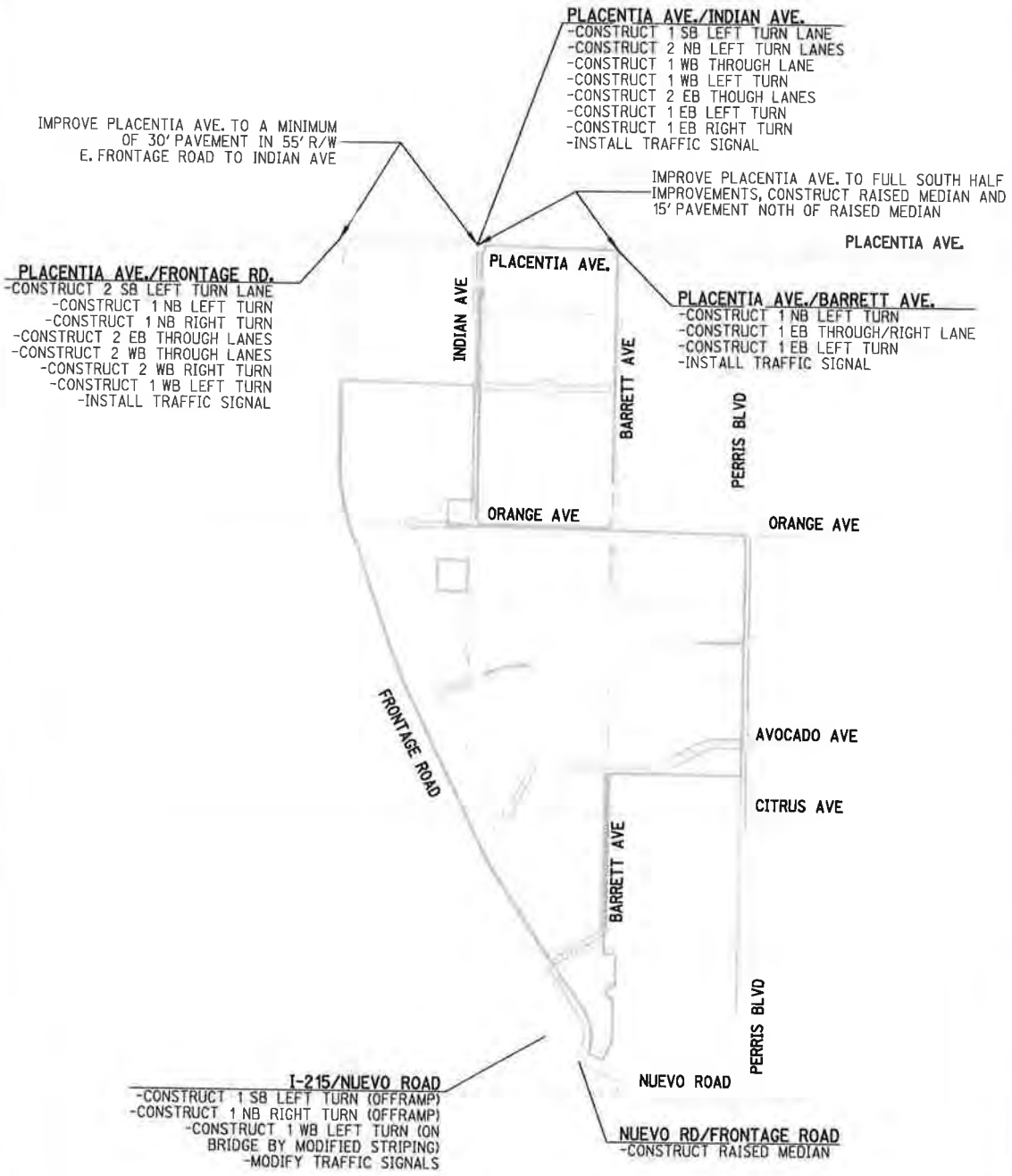

Exhibit I

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010

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PHASE 1 - OFFSITE
INTERSECTION IMPROVEMENTS

SCALE: 1"=1000'

DATE: APRIL 8, 2010

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PLOT DATE: 29-MAR-2011 JN 14923

HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS
PERRIS BOULEVARD/NUEVO ROAD

MAY 27, 2009

Exhibit J

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010

LEGEND:

- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PAVEMENT/CONCRETE REMOVAL
- PROPOSED STRIPING
- EXISTING IMPROVEMENTS
- PROPOSED CURB
- EXIST. EDGE OF PAVEMENT
- PROP. EDGE OF PAVEMENT

(NW) INTERSECTION IMPACTS
-EX CATCH BASIN TO BE RELOCATED
-REMOVAL OF EX. PARKWAY ADJACENT TO RITE-AIDE
-RETAINING WALL REQUIRED
-8 FOOT SEPARATION BETWEEN CURB ON PERRIS BLVD. AND CURB ON DRIVE THROUGH

305-240-023
PACIFIC COSTANZO
RITE AID
R/W ACQUISITION: 2420 SF

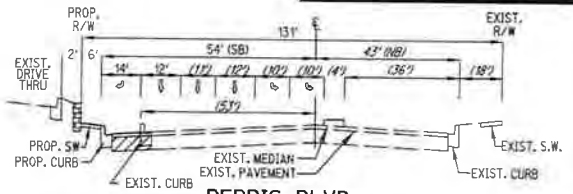
EXIST. DRIVE THRU CURB
RELOCATE STREET LIGHT
RELOCATE FH

320-260-001
EXXON MOBIL CORP.

EXISTING MOBIL STATION CANOPY

RELOCATE EXISTING TELEPHONE MANHOLES
RELOCATE PULL BOX
RELOCATE POWER POLE
RELOCATE WATER VALVE
RELOCATE ELECTRIC MH
RELOCATE EXIST. STREET LIGHT

(NE) INTERSECTION IMPACTS
-LANDSCAPE BUFFER BETWEEN NUEVO RD. AND EX. GAS STATION WILL BE REDUCED.



PERRIS BLVD
NORTH OF NUEVO RD.
NTS

NUEVO ROAD

EXISTING GAS STATION

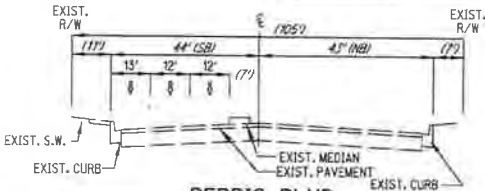
311-050-031
VAHID VAZIRIAN

RESTRIPE PERRIS BLVD.

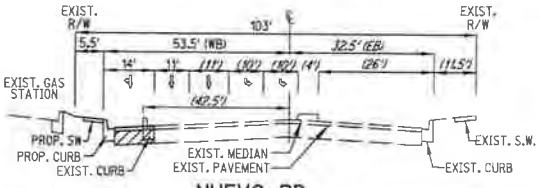
PERRIS HIGH SCHOOL
PARKING LOT

311-350-039
RUBIO HOLDINGS, ET. AL.

PERRIS BLVD.



PERRIS BLVD
SOUTH OF NUEVO RD.
NTS



NUEVO RD
EAST OF PERRIS BLVD
NTS

SCALE: 1" = 120'

120 0 120 240

PROPOSED INTERSECTION IMPROVEMENTS:	
NUEVO ROAD	-ADD WESTBOUND COMBO THROUGH/RIGHT TURN LANE
PERRIS BLVD.	-SOUTHBOUND THROUGH LANE -RESTRIPE PERRIS BLVD SOUTH OF NUEVO ROAD
TRAFFIC SIGNAL	-RETROFIT EXISTING TRAFFIC SIGNAL

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g:\14923\14923xbt111_Offsite_Perris_Nuevo_Intersection.dgn

PLOT DATE: 18-NOV-2009 JN 14923

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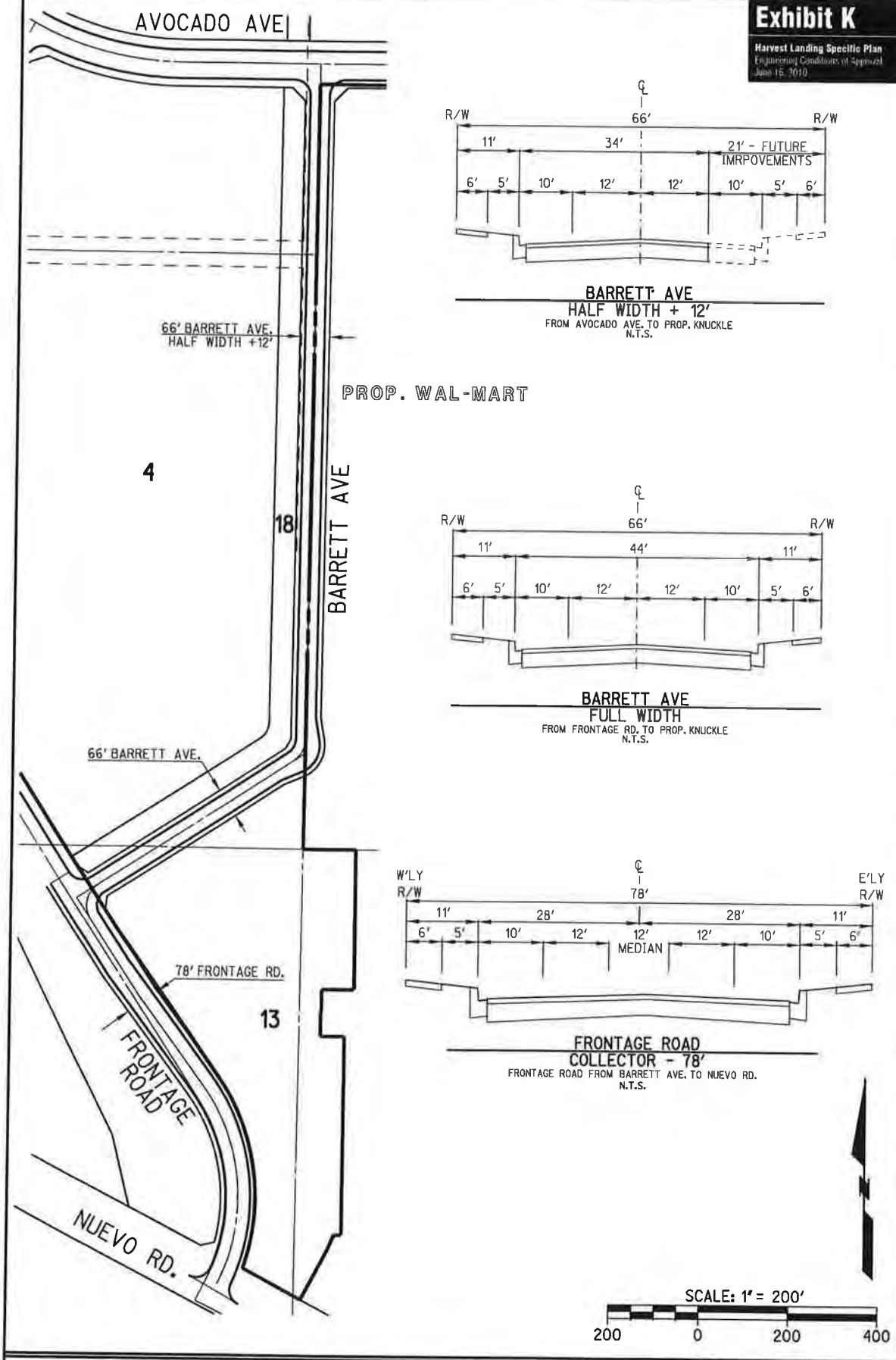
Exhibit K

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 15, 2010



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BARRETT AVENUE IMPROVEMENTS

SCALE: 1"=200' | DATE: 5/10/2010

G:\14923\14923xbt130_Barrett_Ave_COA_Exhibit.dgn

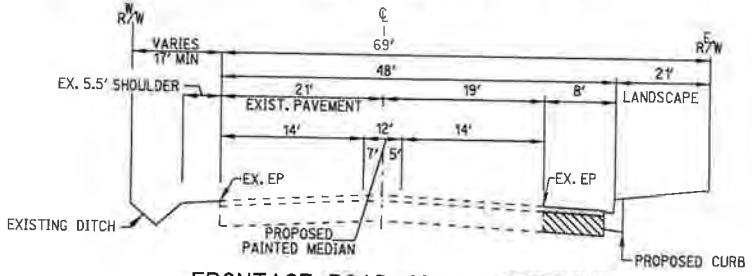
PLOT DATE: 29-MAR-2011 JN 14923

HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS
FRONTAGE ROAD
BETWEEN PLACENTIA AVENUE AND OLD SUNSET AVENUE

SEPTEMBER 8, 2009

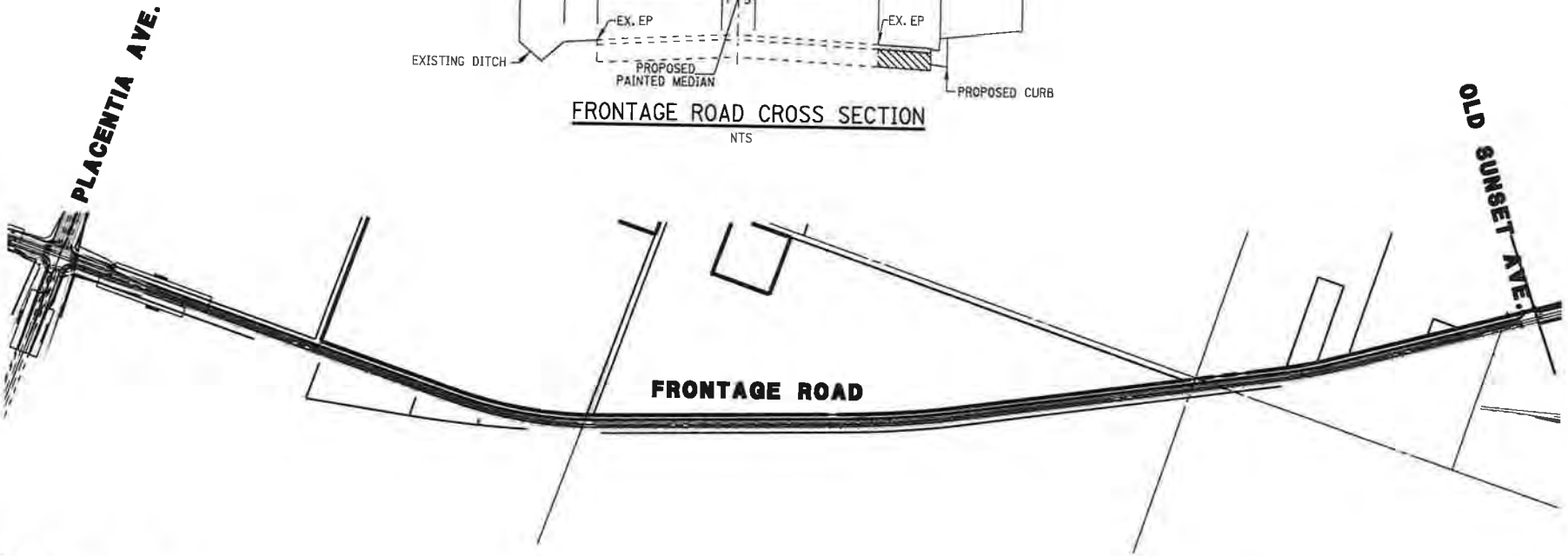
Exhibit L

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 15, 2010



FRONTAGE ROAD CROSS SECTION

NTS



SCALE: 1" = 500'

500 0 500 1000

LEGEND:

- PROPOSED PAVEMENT
- PAVEMENT/CONCRETE REMOVAL
- PROPOSED STRIPING
- EXISTING IMPROVEMENTS
- PROPOSED CURB
- EXIST. EDGE OF PAVEMENT
- PROP. EDGE OF PAVEMENT

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G:\14923\14923xbt114_Offsite_Frontage_Improvement.dgn

PLOT DATE: 04-JUN-2010 JN 14923

HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS

PERRIS BOULEVARD/PLACENTIA AVENUE DETAIL

JULY 22, 2009

Exhibit M

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010

VIEW LOOKING WEST ON PLACENTIA AVE. ADJACENT TO PROMINENT PROPERTIES BLDG.

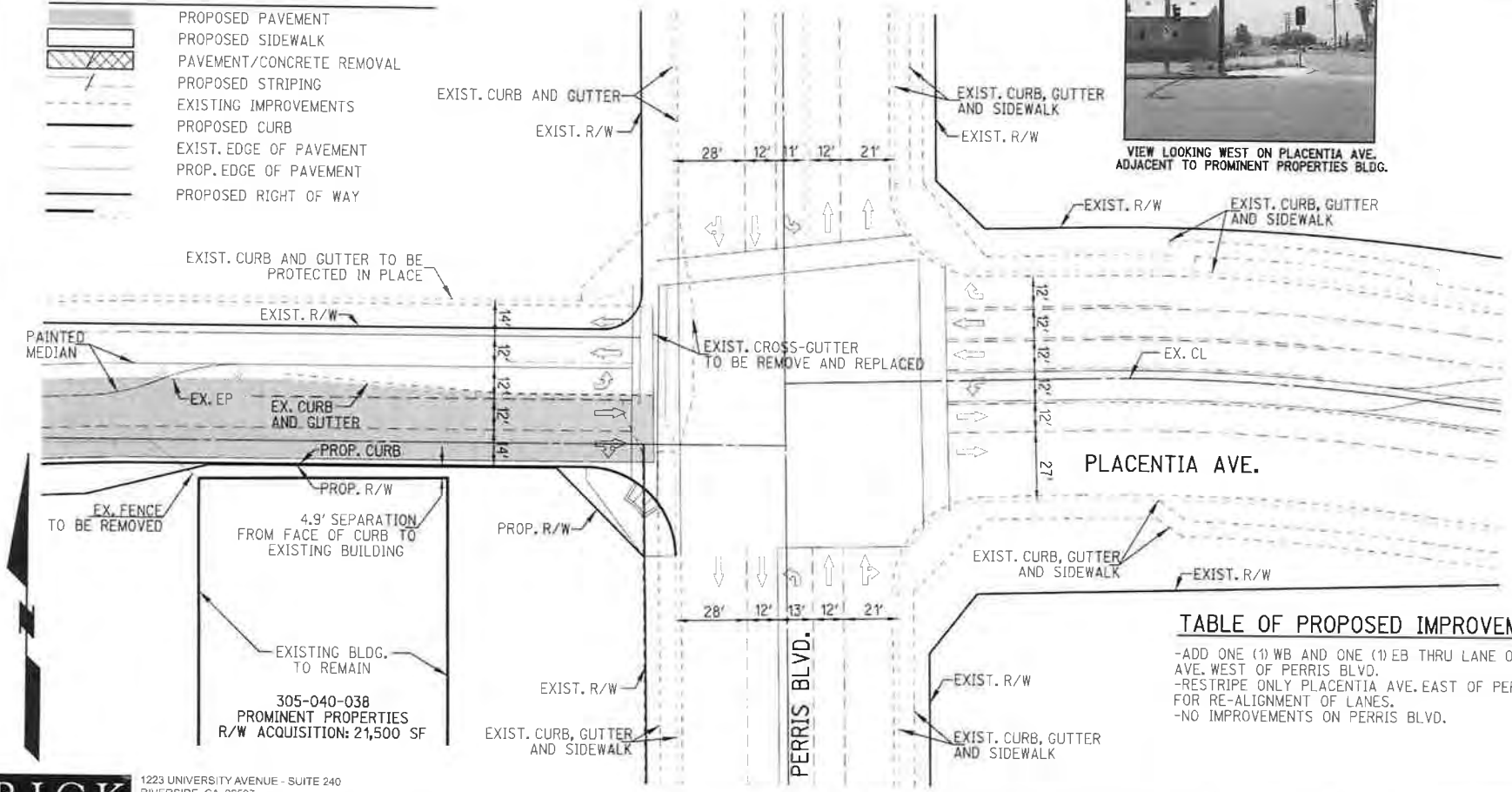

TABLE OF PROPOSED IMPROVEMENTS:

-ADD ONE (1) WB AND ONE (1) EB THRU LANE ON PLACENTIA AVE. WEST OF PERRIS BLVD.
-RESTRIPE ONLY PLACENTIA AVE. EAST OF PERRIS BLVD. FOR RE-ALIGNMENT OF LANES.
-NO IMPROVEMENTS ON PERRIS BLVD.

NOTE:

-THERE IS NO SIDEWALK PROPOSED ON PLACENTIA AVE ADJACENT TO THE EXISTING BUILDING.
-EXISTING UTILITIES AND POTENTIAL RELOCATIONS NOT SHOWN.

SCALE: 1" = 40'

40 0 40 80

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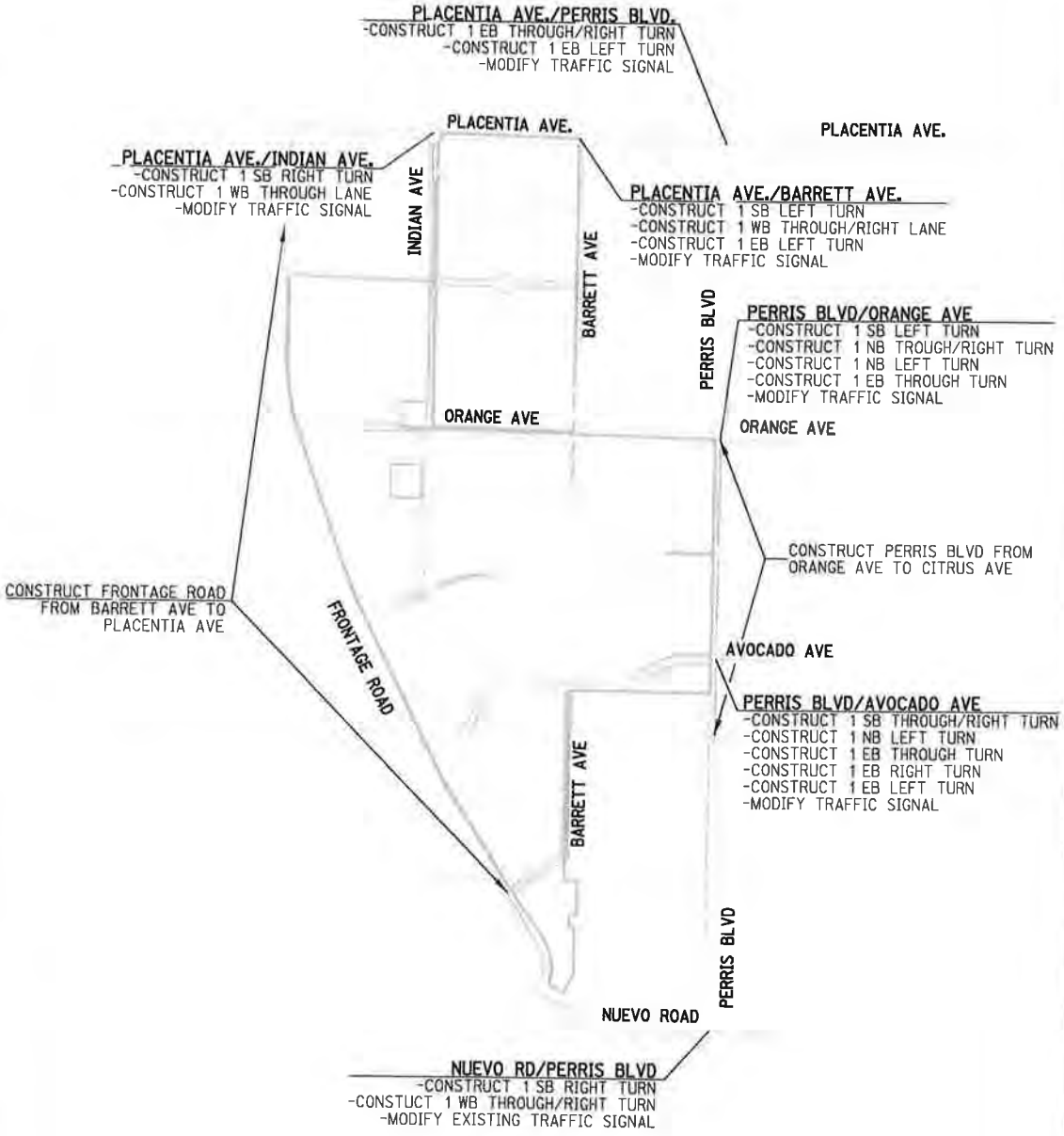
PLOT DATE: 18-NOV-2009 JN 14923

PHASE 2 - OFFSITE
INTERSECTION IMPROVEMENTS

Exhibit N

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010



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PHASE 2 - OFFSITE
INTERSECTION IMPROVEMENTS

SCALE: 1"=1000'

DATE: APRIL 8, 2010

G:\14923\14923xbt128_Phased_Intersection_Improvements.dgn

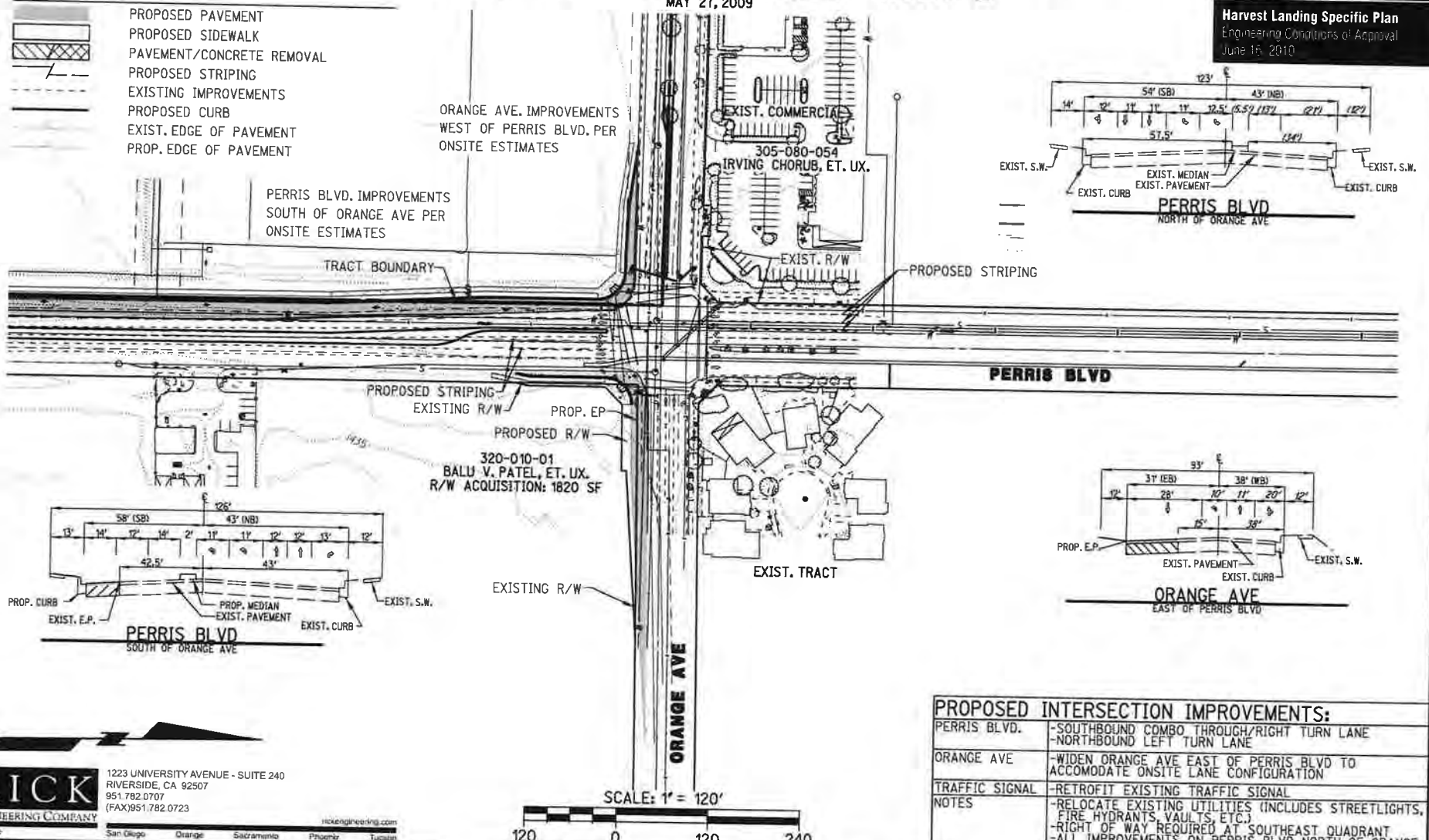
PLOT DATE: 29-MAR-2011 JN 14923

HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS
PERRIS BOULEVARD/ORANGE AVENUE

MAY 27, 2009

Exhibit O

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010



PROPOSED INTERSECTION IMPROVEMENTS:	
PERRIS BLVD.	-SOUTHBOUND COMBO THROUGH/RIGHT TURN LANE -NORTHBOUND LEFT TURN LANE
ORANGE AVE	-WIDEN ORANGE AVE EAST OF PERRIS BLVD TO ACCOMODATE ONSITE LANE CONFIGURATION
TRAFFIC SIGNAL	-RETROFIT EXISTING TRAFFIC SIGNAL
NOTES	-RELOCATE EXISTING UTILITIES (INCLUDES STREETLIGHTS, FIRE HYDRANTS, VAULTS, ETC.) -RIGHT OF WAY REQUIRED AT SOUTHEAST QUADRANT -ALL IMPROVEMENTS ON PERRIS BLVD NORTH OF ORANGE AVE ARE WITHIN EXISTING IMPROVEMENTS

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g:\14923\14923xbt108_Offsite_Perris_Orange_Intersection3.dgn

PLOT DATE: 18-NOV-2009 JN 14923

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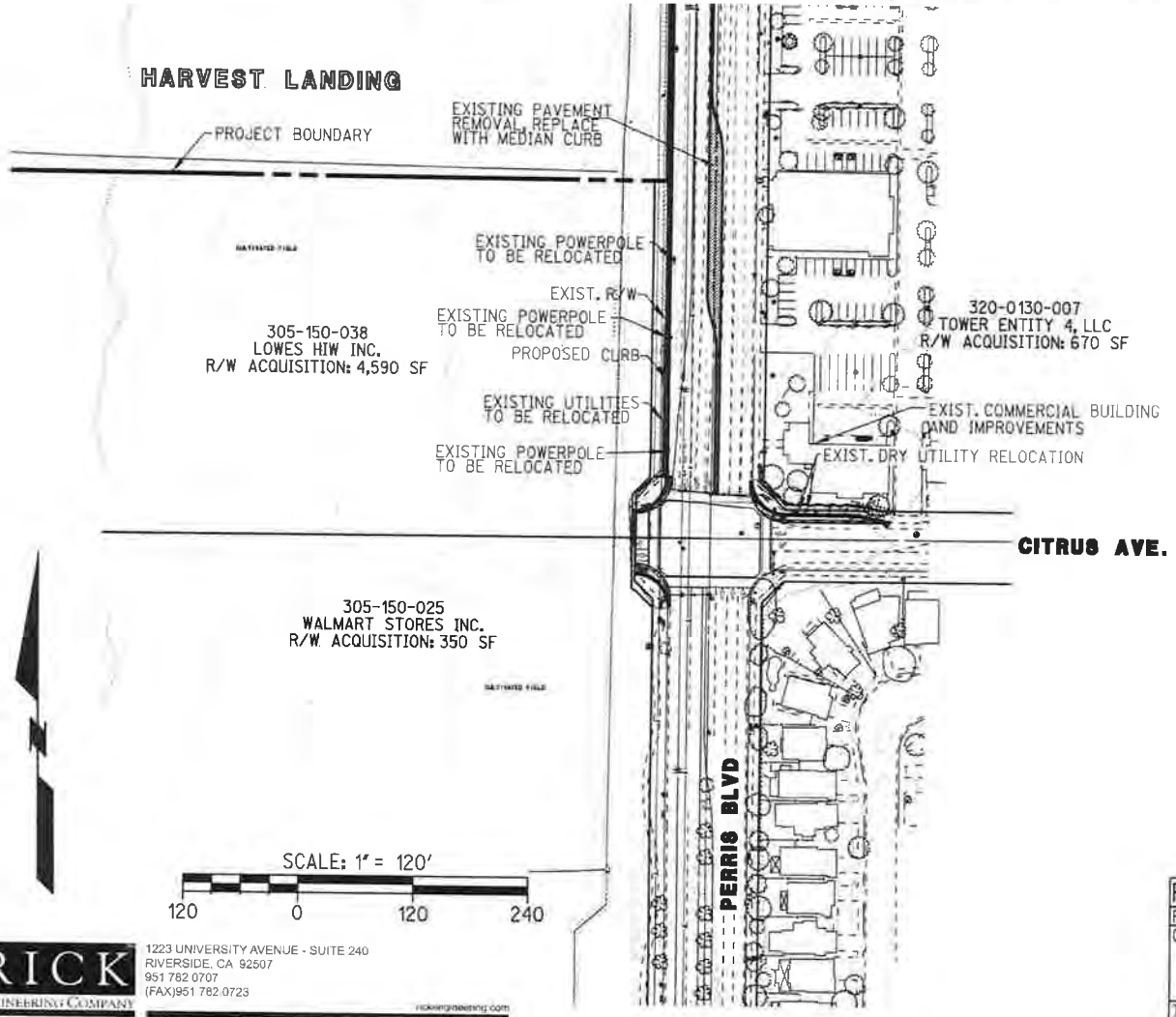
HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS
PERRIS BOULEVARD/ CITRUS AVENUE

MAY 27, 2009

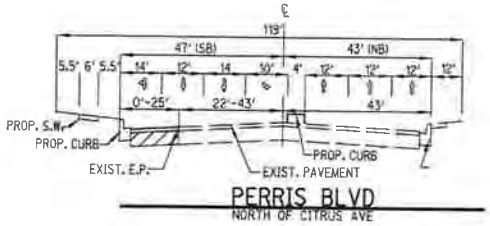
Exhibit P

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010

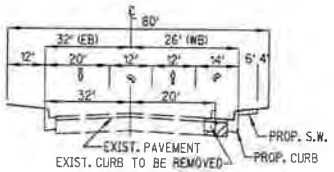


LEGEND:

- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PAVEMENT/CONCRETE REMOVAL
- PROPOSED STRIPING
- EXISTING IMPROVEMENTS
- PROPOSED CURB
- EXIST. EDGE OF PAVEMENT
- PROP. EDGE OF PAVEMENT



PERRIS BLVD
NORTH OF CITRUS AVE



CITRUS AVE
EAST OF PERRIS BLVD

PROPOSED INTERSECTION IMPROVEMENTS:	
PERRIS BLVD.	-ADD SOUTHBOUND LEFT TURN LANE
CITRUS AVENUE	-ADD EASTBOUND RIGHT TURN LANE -ADD EASTBOUND THROUGH LANE -ADD EASTBOUND LEFT TURN LANE -ADD WESTBOUND THROUGH LANE
TRAFFIC SIGNAL	-RETROFIT EXISTING TRAFFIC SIGNAL
NOTES	-EXTEND ULTIMATE IMPROVEMENTS FROM PROJECT BOUNDARY TO CITRUS AVE.

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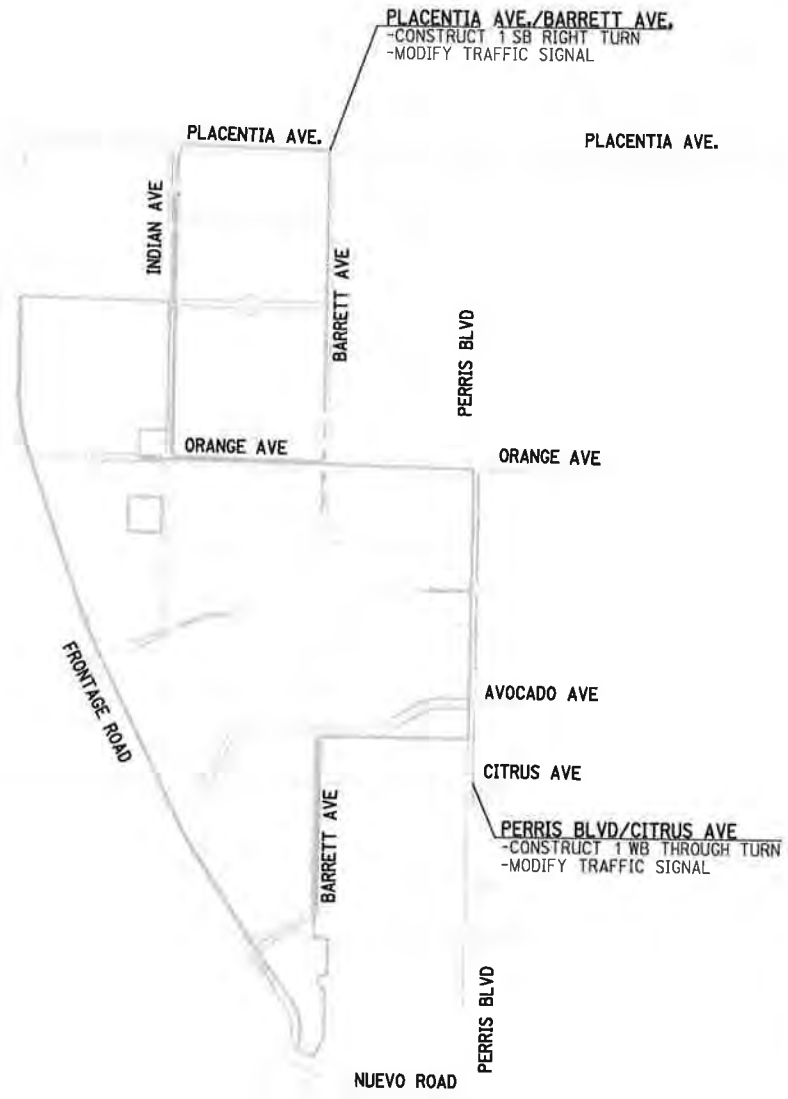
PLOT DATE: 18-NOV-2009 JN 14923

PHASE 3 - OFFSITE
INTERSECTION IMPROVEMENTS

Exhibit Q

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 15, 2010



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PHASE 3 - OFFSITE
INTERSECTION IMPROVEMENTS

SCALE: 1"=1000'

DATE: APRIL 8, 2010

G:\14923\14923xbt128_Phased_Intersection_Improvements.dgn

PLOT DATE: 29-MAR-2011 JN 14923

WARREN D. WILLIAMS
General Manager-Chief Engineer

1995 MARKET STREET
RIVERSIDE, CA 92501
951.955.1200
FAX 951.788.9965
www.floodcontrol.co.riverside.ca.us
117764_4

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
February 1, 2008

PERRIS
FEB 2008
PLANNING
DIVISION

Mr. Brad Eckhardt
City of Perris
Planning Department
101 North "D" Street
Perris, CA 92570

Dear Mr. Eckhardt:

Re: Tentative Tract Map 35103 (07-07-0034)

The District does not normally recommend conditions for land divisions or other land use cases in incorporated Cities. The District also does not plan check City land use cases or provide State Division of Real Estate letters or other flood hazard reports for such cases. District comments/recommendations for such cases are normally limited to items of specific interest to the District including District Master Drainage Plan facilities, other regional flood control and drainage facilities which could be considered a logical component or extension of a master plan system, and District Area Drainage Plan fees (development mitigation fees). In addition, information of a general nature is provided.

The District has not reviewed the proposed project in detail and the following comments do not in any way constitute or imply District approval or endorsement of the proposed project with respect to flood hazard, public health and safety, or any other such issues:

- This project involves District Master Plan Facilities, namely Perris Valley MDP Laterals K-16, K-19, K-20, K-21, K-22, K-23, K-24, Line K from Barrett Avenue to Medical Center Drive and Line H from the 215 Freeway to an adequate outlet. The District will accept ownership of such facilities on written request of the City. Facilities must be constructed to District standards, and District plan check and inspection will be required for District acceptance. Plan check, inspection and administrative fees will be required.(see Attachment "A")

- The District has initiated a review of the hydrology study for the project. The project proposes to divert flows from the Line J system to the Line K system. It should be noted that as an alternative to this diversion, the developer may consider constructing the portion of Lateral J-9 that would convey a portion of the offsite flows west of the 215 to the Line J system as proposed per the MDP. The portion of Lateral J-9 would be an extension of Lateral J-9, Stage 2, Drawing No. 4-921 (soon to be under construction). The project is also proposing to change the alignment and sizes of the several MDP facilities. Any proposed changes to the MDP should be submitted to the Project Planning Section of the District for review. If the changes are in substantial conformance with the District's adopted MDP the developer may request an administrative update to the MDP.

- This project is located within the limits of the District's Perris Valley Area Drainage Plan for which drainage fees have been adopted; applicable fees should be paid by cashier's check or money order only to the Flood Control District or City prior to issuance of grading permits. Fees to be paid should be at the rate in effect at the time of issuance of the actual permit.

- An encroachment permit shall be obtained for Perris Valley MDP Lateral K-14, Line K, and Line J and any construction related activities occurring within District right of way or facilities. For further information, contact the District's encroachment permit section at 951.955.1266.

ATTACHMENT "A"

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

FACILITY ACCEPTANCE REQUIREMENTS

Re: TTM 35103

If the City desires the District to accept ownership and responsibility for the operation and maintenance of drainage facilities, excluding all catch basin inlets and connector pipes within the City right of way, the drainage facility shall be constructed to District design and maintenance standards. District plan check and inspection will be required. Plans and calculations submitted to the District shall include a completed Flood Control Deposit Based Worksheet and the appropriate plan check fee deposit. The worksheet can be found at http://www.co.riverside.ca.us/depts/flood/developmentreview in .pdf format.

The following five items must be accomplished prior to starting construction of the drainage facility:

1) The developer shall submit to the District the preliminary title reports, plats and legal descriptions for all right of way to be conveyed to the District and secure that right of way to the satisfaction of the District.
2) A three party agreement between the City, District and Developer must be executed which establishes the terms and conditions of inspection, operation and maintenance. An application to draw up an agreement must be submitted to the attention of Imad Guirguis of the District's Administrative Services Section. The agreement application may be found at the same URL mentioned above.
3) Approved plans for the facility must be signed by the District's General Manager-Chief Engineer. The plans cannot be signed prior to execution of the agreement.
4) All regulatory permits (and any attachments thereto such as Habitat Mitigation and Monitoring Plans, Conservation Plans/Easements) to be secured by the Developer shall be submitted to the City and District for review and approval.
5) The applicant shall show written proof of compliance with the Multiple Species Habitat Conservation Plan (MSHCP) for any drainage facilities the applicant proposes to be maintained by the District. All applicable CEQA and MSHCP documents and permits shall address the construction, operation and maintenance of all onsite and offsite drainage facilities.

AM:blj

GENERAL INFORMATION

This project may require a National Pollutant Discharge Elimination System (NPDES) permit from the State Water Resources Control Board. Clearance for grading, recordation or other final approval should not be given until the City has determined that the project has been granted a permit or is shown to be exempt.

If this project involves a Federal Emergency Management Agency (FEMA) mapped flood plain, then the City should require the applicant to provide all studies, calculations, plans and other information required to meet FEMA requirements, and should further require that the applicant obtain a Conditional Letter of Map Revision (CLOMR) prior to grading, recordation or other final approval of the project, and a Letter of Map Revision (LOMR) prior to occupancy.

If a natural watercourse or mapped flood plain is impacted by this project, the City should require the applicant to obtain a Section 1601/1603 Agreement from the California Department of Fish and Game and a Clean Water Act Section 404 Permit from the U.S. Army Corps of Engineers, or written correspondence from these agencies indicating the project is exempt from these requirements. A Clean Water Act Section 401 Water Quality Certification may be required from the local California Regional Water Quality Control Board prior to issuance of the Corps 404 permit.

Very truly yours,

DALE V. ANDERSON
Senior Civil Engineer

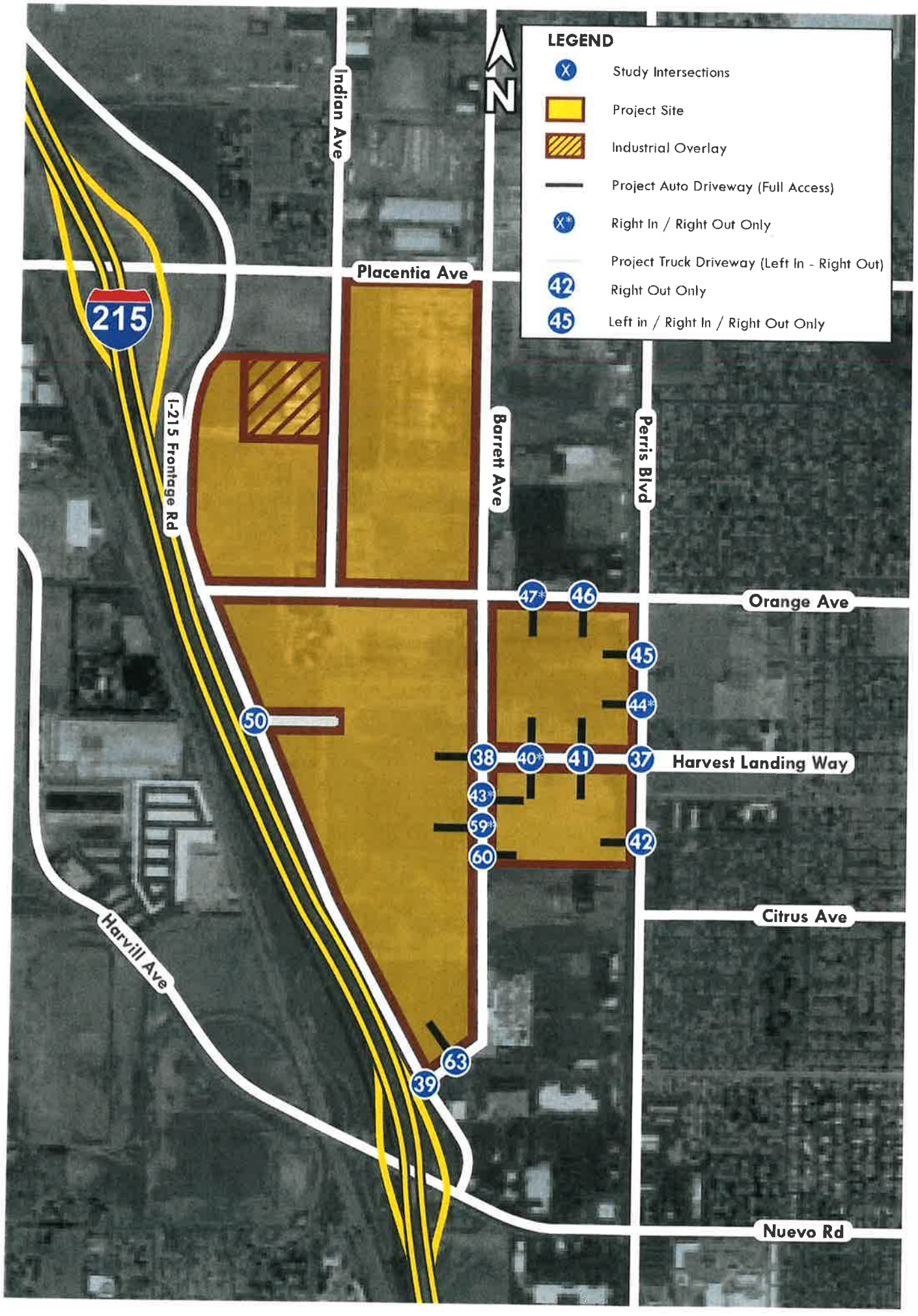
Enclosure - Attachment "A"

c: Riverside County Planning Department
Attn: David Mares
Tri-Lake Consultants
Attn: Habib Motlagh

DLH:blj

REVISED EXHIBIT E

NUMBERED INTERSECTIONS/DRIVEWAYS


LEGEND
Study Intersections
Project Site
Industrial Overlay
Project Auto Driveway (Full Access)
Right In / Right Out Only
Project Truck Driveway (Left In - Right Out)
Right Out Only
Left in / Right In / Right Out Only
N
Indian Ave
Placentia Ave
215
I-215 Frontage Rd
Barrett Ave
Perris Blvd
Orange Ave
Harvest Landing Way
Citrus Ave
Nuevo Rd
Harvill Ave
47*
46
45
44*
50
38
40*
41
37
43*
59*
60
42
63
39

CITY OF PERRIS

ENGINEERING DEPARTMENT

CONDITIONS OF APPROVAL

Revised at City Council February 10, 2026
Revised at Planning Commission December 17, 2025
~~December 11, 2025~~
Harvest Landing Specific Plan Phase 1
PLN24-05198 – TPM 38811
PLN22-05239 – DPR (~~Building 1~~ **Parcel Hub**)
PLN22-00018 – DPR (Commercial)
PLN22-05005 – CUP (Com./Drive- thru)
PLN23-05235 – CUP (Fueling station)

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the developer/property owner provides 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 elements, traveled ways, right-of-way, and drainage courses with appropriate Q's and their omission may require the site plan to be resubmitted 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 or at the discretion of the City Engineer, all offsite improvements as conditioned shall be installed prior to issuance of respective 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 the Planning Department and others, and requirements identified in the approved Traffic Impact Analysis, the most stringent in the City's opinion shall prevail.

General Conditions:

1. These conditions pertain to the proposed project site attached as **(Revised)** Exhibit A. These conditions are subject to change and new analyses may be necessary if 1) there is any change to the proposed project site or 2) Planning

Commission or City Council recommends/approves any of the other EIR alternatives or 3) determined by the Planning Department and City Engineer.

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

3. Development of TPM 38811 shall comply with all underlying approved Conditions of Approval for the Harvest Landing Specific Plan, PLN22-05250 – SPA.

4. 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.

5. In the event that external agencies must review the plans and inspect improvements, the developer/property owner shall be responsible to pay the respective plan check and inspection fees.

6. All trenches shall be securely covered with steel plates until permanent backfill and street repairs have been completed per City of Perris Standards; temporary backfill of trenches is not acceptable.

7. The developer/property owner shall provide for all traffic mitigation measures and improvements as depicted in the Traffic Impact Analysis prepared by EPD Solutions, Inc., as conditioned in the Conditions of Approval of PLN22-05250 – SPA and as conditioned below as approved by the City Engineer including but not limited to:
   a. The site circulation for the ~~industrial sites~~ **Parcel Hub** shall be such that auto and truck access, circulation and parking are distinct and separate. Clear truck route signage for trucks and passenger vehicles at each driveway to prevent entry conflicts and ensure proper circulation shall be constructed and maintained.
   b. Truck access to and from ~~industrial sites~~ **Parcel Hub** shall be limited to I-215/Placentia Avenue Interchange, Placentia Avenue and Frontage Road. Truck access to and from ~~industrial sites are~~ **Parcel Hub is** prohibited from using the Nuevo Road interchange and Perris Boulevard. All truck designated driveways shall allow for left-in/right-out movements only along Frontage Road, as depicted in **(Revised)** Exhibit E.
   c. To withstand truck traffic impact, the full street width of Placentia Avenue and Frontage Road at the truck designated points of access/driveways shall be concrete paved as determined and as approved by the City Engineer. The concrete pavement shall include the

full width of the driveway and shall extend 150 feet beyond the Beginning of Curb return (BCR).

d. To withstand truck traffic impact, the intersections along Placentia Avenue, Frontage Road and Orange Avenue shall be concrete paved as determined and as approved by the City Engineer. The concrete pavement shall include the full intersection and shall extend 150 feet beyond the BCR on all legs. At a minimum, the below intersections shall be concrete paved:
   1. Placentia Avenue/I-215 NB Ramps
   2. Placentia Avenue/I-215 SB Ramps
   3. Placentia Avenue/Frontage Road
   4. Frontage Road/Orange Avenue
   5. Frontage Road/Private Drive Aisle A

e. Deceleration/acceleration lanes (designated right turn pockets) shall be used throughout the project, where determined by the City Engineer.

f. New pavement roadway Traffic Indices (T.I.s) and minimum structural sections shall be per City of Perris Standard attached as Exhibit B. Existing pavement shall meet the T.I.s and minimum structural section attached as Exhibit B. If the existing pavement does not meet the T.I.s and minimum structural sections, the existing pavement shall be removed and replaced, at the discretion of the City Engineer. If the existing pavement meets the structural section, the full width of the streets shall be grind and overlaid as approved by the City Engineer.

g. Refer to the below and the **(Revised)** Exhibit C attached for all Roadway Cross Sections.

h. Perris Boulevard (Primary Arterial – 128′/94′) along the property's frontage within dedicated right-of-way, shall be improved to provide for the following improvements:
   i. 8-inch curb and gutter 47 feet west of the centerline.
   ii. A 14-foot-wide raised landscaped median.
   iii. 40-foot-wide pavement on both sides of the 14-foot-wide raised landscaped median.
   iv. A minimum 17-foot-wide parkway consisting of a 10-foot-wide sidewalk location as approved by Planning Department and Public Works Department, 7-feet of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards.

i. Perris Boulevard (Primary Arterial – 139-130′/106-100′) along the property's frontage within dedicated right-of-way, where dedicated right turn lanes are shown on **(Revised)** Exhibit A, at entrances into the commercial site shall be improved to provide for the following improvements:
   i. 8-inch curb and gutter 52 feet west of the centerline.
   ii. A 14-foot-wide raised landscaped median.
   iii. 52-foot-wide pavement west and 40-foot-wide pavement east of the 14-foot-wide raised landscaped median.

iv. A minimum 17-foot-wide parkway consisting of a 10-foot-wide sidewalk location as approved by Planning Department and Public Works Department, 7-feet of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards.

j. Perris Boulevard (Primary Arterial – 128'/94') between Orange Avenue and Placentia Avenue shall be improved to provide for the following improvements:
   i. Three northbound and three southbound lanes. Any existing auxiliary lanes shall remain.

k. Frontage Road (Secondary Arterial – 105'/70') between Nuevo Road and Orange Avenue within dedicated right-of-way, shall be improved to provide for the following improvements:
   i. 8-inch curb and gutter 32 feet west and 36 east of the centerline.
   ii. A 14-foot-wide raised landscaped median along the centerline.
   iii. 25-foot-wide pavement west and 29-foot-wide pavement east of the 14-foot-wide raised landscaped median.
   iv. The easterly parkway shall be minimum of 12-feet-wide consisting of a ~~10~~ **6**-foot-wide sidewalk location as approved by Planning Department and Public Works Department, ~~5~~ **6**-feet of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards. ~~To accommodate the additional width of parkway needed a 3-foot-wide easement shall be dedicated.~~
   v. The westerly parkway shall be 25-feet-wide consisting of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards.

l. Frontage Road (~~Major Collector~~ **Secondary Arterial** – 105'/86') between Orange Avenue and the Specific Plan limits within dedicated right-of-way, shall be improved to provide for the following improvements:
   i. 8-inch curb and gutter 43 feet east and west of the centerline.
   ii. A 14-foot-wide raised landscaped median along the centerline.
   iii. 36-foot-wide pavement east and west of the 14-foot-wide raised landscaped median.
   iv. The easterly parkway shall be minimum of 12-feet-wide consisting of a ~~10~~ **6**-foot-wide sidewalk location as approved by Planning Department and Public Works Department, ~~5~~ **6**-feet of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards. ~~To accommodate the additional width of parkway needed a 3-foot-wide easement shall be dedicated.~~
   v. The westerly parkway shall be 7-feet-wide consisting of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards.

m. Frontage Road (~~Major Collector~~ **Secondary Arterial** – 100'/66') between Placentia Avenue and the Specific Plan limits within dedicated right-of-way, shall be improved to provide for the following improvements:
   i. 8-inch curb and gutter 38 feet east and 28 feet west of the centerline.
   ii. A 14-foot-wide raised landscaped median.
   iii. 26-foot-wide pavement east and west of the 14-foot-wide raised landscaped median.
   iv. The easterly parkway shall be minimum of 12-feet-wide consisting of a ~~10~~ **6**-foot-wide sidewalk location as approved by Planning Department and Public Works Department, ~~5~~ **6**-feet of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards. ~~To accommodate the additional width of parkway needed a 3-foot-wide easement shall be dedicated.~~
   v. The westerly parkway shall be 7-feet-wide consisting of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards.

n. Orange Avenue (Secondary Arterial – 109'/81') between Barrett Avenue and Perris Boulevard within dedicated right-of-way, shall be improved to provide for the following improvements:
   i. 8-inch curb and gutter 38 feet north and 43 feet south of the centerline.
   ii. A 14-foot-wide raised landscaped median.
   iii. 35-foot-wide pavement south and 32-foot-wide pavement north of the 14-foot-wide raised landscaped median.
   iv. The southerly parkway shall be 16-feet-wide consisting of a 6-foot-wide sidewalk location as approved by Planning Department and Public Works Department, 10-feet of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards.
   v. The southerly parkway shall be a minimum of 12-feet-wide, to accommodate a designated right turn lane at the intersection of Perris Boulevard and Orange Avenue, consisting of a 6-foot-wide sidewalk location as approved by Planning Department and Public Works Department, 6-feet of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards.

o. Orange Avenue (Secondary Arterial – 109'/81') between Barrett Avenue and Frontage Road within dedicated right-of-way, shall be improved to provide for the following improvements:
   i. 8-inch curb and gutter 41 feet north and 43 feet south of the centerline.
   ii. A 14-foot-wide raised landscaped median along the centerline.

iii. 36-foot-wide pavement south and 34-foot-wide pavement north of the 14-foot-wide raised landscaped median.
iv. The parkway shall be 12-feet-wide consisting of a 6-foot-wide sidewalk location as approved by Planning Department and Public Works Department, 6-feet of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards.

p. Barrett Avenue (Major Collector – 78'/56') between ~~Orange~~ ***Placentia*** Avenue and Frontage Road within dedicated right-of-way, shall be improved to provide for the following improvements:
i. 6-inch curb and gutter 28 feet east and west of the centerline.
ii. 56-foot-wide pavement.
iii. The parkway shall be 11-feet-wide consisting of a 6-foot-wide sidewalk location as approved by Planning Department and Public Works Department, 5-feet of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards.

q. Harvest Landing Way (Modified Collector – 84'/62') between Barrett Avenue and Perris Boulevard within dedicated right-of-way, shall be improved to provide for the following improvements:
i. 6-inch curb and gutter 31 feet north and south of the centerline.
ii. A 14-foot-wide raised landscaped median along the centerline.
iii. 24-foot-wide pavement north and south of the 14-foot-wide raised landscaped median.
iv. The parkway shall be 11-feet-wide consisting of a 6-foot-wide sidewalk location as approved by Planning Department and Public Works Department, 5-feet of landscaping, and streetlights subject to the result of a photometric study prepared by a registered Electrical Engineer per City of Perris, County of Riverside, and Caltrans standards.
v. At the intersection of Perris Boulevard, the roadway shall be widened to accommodate a designated left turn lane, a shared right and left turn lane, and a designed right turn lane. The roadway to the south of the median shall be 40 feet and 28 feet to the north.

r. Driveways access configurations shall be as shown on **(Revised)** Exhibit E. **Locations of points of access/driveways shall be determined during final engineering.**

8. The driveways shall be per County of Riverside Standard No. 207A and shall include wet set concrete truncated domes in compliance with ADA standards and requirements. The driveways curb returns shall be within the property limits and shall not infringe on adjacent properties. Truck designated points of access/driveways shall use techniques such as reverse curb returns and directional medians to deter trucks from using non-designated truck routes to and from the ~~industrial sites~~ **Parcel Hub** throughout the project. Truck

designated points of access/driveways shall be designed to ensure no trucks are stacked in the public right-of-way as approved by the City Engineer.

9. The developer/property owner acknowledges that the Riverside County Flood Control and Water Conservation District (RCFCD) conducts a separate review and conditioning process independent of the City's review and approval procedures. Therefore, to define RCFCD requirements, the developer/property owner shall continue to coordinate with RCFCD to obtain the future Conditions of Approval.

   As applicable, the following drainage related conditions in addition to those stated above, in RCFCD letter dated February 1, 2008, and as conditioned in the previous engineering conditions dated April 28, 2011, Exhibit D, are requirements of this project and shall be implemented as determined by the City Engineer and RCFCD.

   a. Drainage and flood control facilities and improvements shall be provided in accordance with RCFCD and the City of Perris requirements and standards.
   b. A detailed hydrology report and hydraulic calculation shall be submitted to the City and RCFCD for review and approval. The report shall address the offsite flows, accumulative onsite runoff and the impact to adjacent downstream properties.
   c. The developer/property owner shall construct necessary improvements that protects the site from offsite flows as directed and approved by the City Engineer and RCFCD.
   d. The v-ditch west of Frontage Road between Nuevo Road and Orange Avenue may remain in place if it is in good condition. Areas that are damaged should be removed and replaced at the discretion of the City Engineer.
   e. The developer/property owner shall collect on-site treated runoff and convey it to an acceptable outlet.
   f. Ultimate Perris Valley Master Drainage Plan (PVMDP) Line K shall be constructed to an acceptable outlet and accepted by RCFCD for maintenance.
   g. Ultimate PVMDP Lines along projects frontage and within the specific plan area, including but not limited to, PVMDP Lines K-13 through K-24 or approved equals, shall be constructed to an acceptable outlet and accepted by RCFCD for maintenance.
   h. Construction of drainage facilities including catch basins and minimum 18" RCP at all Public Street intersections to eliminate runoff from all cross gutters will be required.
   i. All public drainage facilities shall be designed to convey the 100-year storm runoff.
   j. The developer/property owner shall construct adequate detention and/or retention facilities to ensure post-development peak discharges

do not exceed PVMDP flows, in accordance with RCFCD design standards.

k. Catch basin inserts shall be provided as approved by the Public Works Department.

10. Preliminary Water Quality Management Plan.
A Preliminary WQMP was prepared for the proposed project site. All PWQMPs were determined to be in substantial compliance, in concept, with the 2012 Riverside County WQMP Manual requirements. The following conditions apply:
    a. The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations and any subsequent amendments, revisions, or ordinances pertaining thereto.
    b. The structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs. The Engineering Department shall review and approve the final addendum WQMP text, plans, and details.

11. An encroachment permit shall be obtained for any work that is to be performed within RCFCD right-of-way or impacting District facilities. The encroachment permit application shall be processed and approved concurrently with the improvement plans.

12. An encroachment permit shall be obtained for any work that is to be performed within Caltrans right-of-way or impacting Caltrans facilities.

13. The developer/property owner acknowledges that the Eastern Municipal Water District (EMWD) conducts a separate review and conditioning process independent of the City's review and approval procedures. The developer/property owner understands that, as noted in typical EMWD Will Serve Letter, additional requirements for service from EMWD may include but are not limited to: plan checks, facility construction, inspections, jurisdictional annexation, and payment of financial participation charges. Therefore, to define EMWD requirements, the developer/property owner shall continue to coordinate with EMWD's Development Services Department to understand the necessary service arrangements and to prepare Facility Design Conditions (DCs), Recycled Water Use Plan/Exhibits (RWUP/RWUEs), including any City conditions related to concrete intersections or driveways that may require EMWD facilities or the extension of facilities beyond the concrete limits.

    The developer/property owner further understands that the approved EMWD DCs must be obtained from EMWD prior to any plans being submitted to the City.

The developer/property owner shall work with EMWD to provide at a minimum the below facilities:

~~a. One approximately 1 acre well site located within the Water Quality Basin Area~~

~~b. One approximately 0.5 acre well site located as agreed upon with EMWD~~

a. Recycled water mainlines as conditioned by EMWD

b. Sewer mainlines as conditioned by EMWD

c. Potable water mainlines as conditioned by EMWD

d. If construction phasing of EMWD facilities occurs the developer/property owner shall extend all facilities beyond any concrete pavement.

e. The developer/property owner shall continue to coordinate in good faith with EMWD to facilitate the acquisition of property interests necessary for two groundwater well sites and potentially one regional groundwater treatment facility to serve the project and surrounding areas. Any property acquisition shall be subject to EMWD's standard due diligence, fair market appraisal based on existing entitlements and land uses, and the negotiation and execution of a separate purchase and sale agreement between EMWD and the developer/property owner. The final size, location, and configuration of the facilities shall be mutually agreed upon by EMWD and the developer/property owner through this process. Facilities generally consist of: (1) an approximately 0.5-acre well site which is south of the project, (2) an approximately 1.0-acre well site within the project with a minimum 2,000-foot separation from the southern well site, and (3) an approximately 1.5-acre regional groundwater treatment site to be identified during the design condition phase.

14. The developer/property owner shall submit the following to the City Engineer for review and approval:

    a. Onsite Grading Plans and Erosion Control Plan – Plans shall show the approved WDID No.
    b. Street and Storm Drain Improvement Plans
    c. Sewer and Water Improvement Plans
    d. Traffic Signal Plans
    e. Signing and Striping Plans
    f. Final Drainage Plan, Hydrology and Hydraulic Report
    g. Street Light Plan prepared by a Registered Electric Engineer per City of Perris Standards; streetlights shall be per City of Perris Safety Lighting Standards.
    h. Geotechnical Report
    i. FWQMP
    j. Traffic Control Plans

The design shall be in compliance with 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.

Prior to Recordation of the Parcel Map:

15. The developer/property owner shall have the aforementioned improvement plans and parcel map approved, executed subdivision agreement and posted securities prior to map recordation.

16. A parcel map shall be filed with the City and processed for review, approval, and subsequent recordation.

17. Relinquish and waive rights of access to and from Perris Boulevard, Barrett Avenue, Frontage Road, Harvest Landing Way and Orange Avenue on the Final Map other than the openings as delineated on the Tentative Parcel Map.

18. The following easements and/or rights-of-way shall be offered for dedication to the public or other appropriate agencies in perpetuity and shall continue in force until the City or the appropriate agency accepts or abandons such offers, as determined and approved by the Planning Department, Public Works Department, and the City Engineer:

    a. Perris Boulevard is classified as a Primary Arterial (128'/94'). Adequate right-of-way shall be dedicated on Placentia Avenue along the property frontage to accommodate a 64-foot half width dedicated right-of-way as determined and approved by Planning Department, Public Works Department and the City Engineer.
    b. Perris Boulevard (Primary Arterial 139-130'/106-100') where dedicated right turn lanes are shown on **(Revised)** Exhibit A, at the entrances into the commercial site, adequate right-of-way shall be dedicated to accommodate a 80-foot half width dedicated right-of-way as determined and approved by Planning Department, Public Works Department and the City Engineer.
    c. Frontage Road is classified as a Secondary Arterial (105'/70') between Barrett Avenue and Orange Avenue. Adequate right-of-way shall be dedicated on Frontage Road between Barrett Avenue and Orange Avenue to accommodate a 105-foot full-width dedicated right-of-way as determined and approved by Planning Department, Public Works Department and the City Engineer. An additional 3-foot-wide easement shall be dedicated to accommodate the 10-foot-wide shared use trial.
    d. Orange Avenue is classified as a Secondary Arterial (109'/81') between Barrett Avenue and Perris Boulevard. Adequate right-of-way shall be dedicated on Orange Avenue between Barrett Avenue and Perris Boulevard to accommodate a 59-foot half width dedicated right-of-way

as determined and approved by Planning Department, Public Works Department and the City Engineer.

e. Orange Avenue is classified as a Secondary Arterial (112'/84') between Barrett Avenue and Frontage Road. Adequate right-of-way shall be dedicated on Orange Avenue between Barrett Avenue and Frontage Road to accommodate an 112-foot full-width dedicated right-of-way as determined and approved by Planning Department, Public Works Department and the City Engineer.

f. Barrett Avenue is classified as a Major Collector (78'/56') between ~~Orange~~ ***Placentia*** Avenue and Frontage Road. Adequate right-of-way shall be dedicated on Barrett Avenue between Placentia Avenue and Frontage Road to accommodate a 78-foot full-width dedicated right-of-way as determined and approved by Planning Department, Public Works Department and the City Engineer.

g. Harvest Landing Way is classified as a Modified Collector (84'/62') between Perris Boulevard and Barrett Avenue. Adequate right-of-way shall be dedicated on Harvest Landing Way between Perris Boulevard and Barrett Avenue to accommodate an 84-foot full-width dedicated right-of-way as determined and approved by Planning Department, Public Works Department and the City Engineer. At the intersection of Harvest Landing Way and Perris Boulevard, adequate right-of-way shall be dedicated on Harvest Landing Way to accommodate a 104-foot full width dedication to accommodate the additional turn lanes.

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

i. Any easements required by EMWD shall be dedicated.

j. Reciprocal access, parking and drainage easements shall be provided on the map.

19. To accommodate the development of the project, the developer/property owner is requesting vacation of segments of 1) Indian Avenue between Orange Avenue and Frontage Road, 2) Citrus Avenue between Barrett Avenue and Indian Avenue/Frontage Road, 3) Arnold Avenue between Perris Boulevard and Indian Avenue. The developer/property owner shall complete the execution of the vacation in compliance to the City's procedure for the vacation. Vacation shall be processed with the City for review, approval and subsequent recordation.

20. The following statement shall be added to the Parcel Map:

    NOTICED OF DRAINAGE FEES. Notice is hereby given that this property is located in the Perris Valley 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 grading permit

or building permit at the rate in effect at the time of issuance of this actual permit.

21. 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, or provision shall be made satisfactory to the City for providing these services in the applicable district. The costs and benefits shall be described in the applicable district and annexation documents. The developer shall complete all applicable annexations prior to issuance of any grading permit, issuance of any building permit, or recordation of a Final Map, whichever occurs first. In addition to districts that exist as of the date of project approval, this condition shall include later-formed districts provided that such districts are in existence as of the time of issuance of any grading permit or building permit for the project, 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 (may include Streets)
    c. Maintenance District No. 84-1 (Street Lights and Traffic Signals)
    d. Perris Community Facilities Assessment Districts; and
    e. Any other applicable City Assessment, Community Facilities Districts

22. In the event that offsite easements or rights-of-way are required for the development of the Specific Plan and to complete offsite improvements, the developer/property owner shall make a good faith effort to acquire the required property interest for construction of the improvements and if the developer/property owner shall fail to do so, the developer/property owner shall enter into an agreement with the City for acquisition of the easements or rights-of-way. 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.

Prior to issuance of Grading Permit:

23. Prior to the issuance of any grading permit the developer/property owner shall pay the City in-lieu fees in the amount of $2,000,000 towards the construction of the ultimate I-215/Nuevo Road interchange and Nuevo Road widening improvements between Perris Boulevard and the I-215 interchange.

24. Tributary and treated onsite runoff shall be collected and connected via underground storm drain facility, to Perris Valley Master Drainage Facilities as stated in condition 9 as approved by the City Engineer.

25. To mitigate impacts related to pollutant loading to receiving waters and/or increased erosion/siltation resulting from the long-term operation of the project, the developer/property owner shall develop, submit to the City for review and approval, and implementation of the FWQMP. The FWQMP shall contain measures that will effectively treat all pollutants of concern and hydrologic conditions of concern, consistent with the Preliminary WQMP and developed in compliance with the MS4 permit. The FWQMP shall specifically identify pollution prevention, source control, treatment control measures, and other Best Management Practices (BMPs) that shall be used on-site to control predictable pollutant runoff to reduce impacts to water quality to the maximum extent practicable. The FWQMP shall substantially comply with site design, source control, and treatment control BMPs proposed in the approved Preliminary Water Quality Management Plan (PWQMP).

26. The developer/property owner shall submit the following to the City Engineer for review and approval:

    a. Onsite Grading Plans and Erosion Control Plan – Plans shall show the approved WDID No.
    b. Onsite Storm Drain Improvement Plans
    c. Onsite Sewer and Water Improvement Plans
    d. Final Drainage Plan, Hydrology and Hydraulic Report
    e. Geotechnical Report
    f. FWQMP

    The design shall be in compliance with 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.

Prior to issuance of Building Permit:

27. The developer/property owner shall submit the following to the City Engineer for review and approval:

    g. Street and Storm Drain Improvement Plans
    h. Sewer and Water Improvement Plans
    i. Traffic Signal Plans
    j. Signing and Striping Plans
    k. Final Drainage Plan, Hydrology and Hydraulic Report

l. Street Light Plan prepared by a Registered Electric Engineer per City of Perris Standards; streetlights shall be per City of Perris Safety Lighting Standards.
m. Geotechnical Report
n. Traffic Control Plans

The design shall be in compliance with 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.

28. Prior to the issuance of the 1st building permit the developer/property owner shall pay the City in-lieu fees in the amount of $2,000,000 towards the construction of the I-215/Nuevo Road interchange and Nuevo Road widening improvements between Perris Boulevard and the I-215 interchange.

29. Prior to the issuance of the 2nd building permit the developer/property owner shall pay the City in-lieu fees in the amount of $2,000,000 towards the construction of I-215/Nuevo Road interchange and Nuevo Road widening improvements between Perris Boulevard and the I-215 interchange.

30. The developer/property owner shall process Parcel Map 38811 with the City for review and approval and subsequent recordation.

31. The developer/property owner shall submit a compaction certificate from the Soils Engineer in compliance with the approved geotechnical/soils report and an elevation certification from the Engineer of Record in compliance with the approved plans.

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

33. The project site is located within the limits of Perris Valley Drainage Plan (ADP) for which drainage fees have been adopted by the City. Drainage fees shall be paid as set forth under the provisions of the "Rules and Regulation of Administration of Area Drainage Plan". The developer/property owner may be eligible for ADP fee credit/reimbursement as set forth under the provisions of the "Rules and Regulation of Administration of Area Drainage Plan".

Prior to issuance of Certificate of Occupancy:

34. Prior to issuance of the first occupancy permit of any development of TPM 38811 the developer/property owner shall complete the construction of all public improvements, as conditioned above and accepted by the City, including but not limited to:

a. The developer/property owner shall improve Perris Boulevard including ultimate PVMDP lines K-13 and K-14 and roadway improvements as stated in conditions 7.h., 7.i, and 7.j. from the southerly limits of the Specific Plan to Placentia Avenue. The intersection of Perris Boulevard/Avocado Avenue shall allow for southbound lefts and shall restrict westbound lefts via the raised landscaped median.
b. The developer/property owner shall improve Frontage Road including ultimate PVMDP lines and roadway improvements as stated in condition 7.k., 7.l., and 7.m. from Nuevo Road to Placentia Avenue. At the intersection of Frontage Road/Nuevo Road there shall be 2 southbound right turn lanes.
c. The developer/property owner shall improve Orange Avenue including ultimate PVMDP lines and roadway improvements as stated in conditions 7.n. and 7.o. from Frontage Road to Perris Boulevard.
d. The developer/property owner shall improve Barrett Avenue including ultimate PVMDP lines and roadway improvements as stated in condition 7.p. from Frontage Road to ~~Orange~~ ***Placentia*** Avenue.
e. The developer/property owner shall improve Harvest Landing Way including ultimate PVMDP lines and roadway improvements as stated in condition 7.q. from Barrett Avenue to Perris Boulevard.
f. The developer/property owner shall construct the ultimate PVMDP Line K from Perris Boulevard to an acceptable outlet.
g. The developer/property owner shall install or modify traffic signals to be at their ultimate locations and to include interconnect between signals via fiber, retroreflective backplates, LED lighting, City approved Iteris hybrid video/radar detection system and shall be connected to the City's network at the following intersections:
    1. Perris Boulevard/Harvest Landing Way
    2. Perris Boulevard/Orange Avenue. This includes construction of a designated northbound right turn lane; the installing of a right-turn overlap to the northbound right turn; the installing of a right-turn overlap to the southbound right turn; the installing of a right-turn overlap to the westbound right turn; the installing of a right-turn overlap to the eastbound right turn; and the construction of two full width eastbound travel lanes to a minimum distance of 250 feet east of the intersection.
    3. Orange Avenue and the existing driveway into the Spectrum Center, shown as driveway #46 on **(Revised)** Exhibit E
    4. Orange Avenue/Barrett Avenue
    5. Orange Avenue/Indian Avenue
    6. Frontage Road/Barrett Avenue
    7. Frontage Road/Private Drive A
    8. Frontage Road/Orange Avenue. This includes providing 2 southbound left turn lanes.
    9. Placentia Avenue/Frontage Road. This includes changing the northbound and southbound phasing to split phasing; restriping the northbound approach to provide for 2 northbound left turn lanes and

1 northbound left/through lane; widen the westbound approach to accommodate 1 westbound left turn lane, 3 westbound through lanes and 1 westbound right turn lane; widening of the western leg of Placentia avenue to accommodate an additional receiving lane; and the installing of a right-turn overlap to the eastbound right turn

10. The developer/property owner shall install a right-turn overlap to the northbound, eastbound and westbound right turns at the intersection of Perris Boulevard/Nuevo Road. The developer/property owner shall restripe the southbound approach to 2 southbound left turn lanes, 3 southbound through lanes and 1 dedicated right turn lane. The developer/property owner shall restripe the southern leg to accommodate the additional receiving lane as determine by the City Engineer.
11. **Barrett Avenue/Harvest Landing Way**
12. ***Placentia Avenue/Barrett Avenue***

35. In the event that the electrical cables are under 66 kV, the existing power poles on Perris Boulevard, Orange Avenue, Frontage Road and Indian Avenue shall be removed, and the electrical and communication cables shall be placed underground. This includes going past intersections and/or adjacent roadways to ensure there are no power poles or guy wires that remain on the above roadways.

    If the electrical cables exceed 66 kV, the existing power poles shall be relocated to accommodate the roadway widening. The developer/property owner shall provide an analysis from a utility consultant verifying compliance with this condition. In any event, the communication cables shall be placed underground.

36. 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.

Prior to City Acceptance of Public Improvements:

37. **The Developer/Property Owner shall maintain, at its sole cost and expense, all public improvements constructed pursuant to this approval, including but not limited to: roadway improvements, drainage facilities, streetlights, traffic signals, and landscaping, for a period of one (1) year following reduction of the improvement security, and/or completion of all punch list items.**

38. **The Developer/Property Owner shall provide "As-Builts" to the City Engineer.**

39. ***Pursuant to the February 10, 2026, City Council Meeting,***

Prior to issuance of the Certificate of Occupancy for the Parcel Hub, the developer/property owner shall complete the construction of the Sports Park, located at the northwest corner of Orange Avenue and Barrett Avenue.

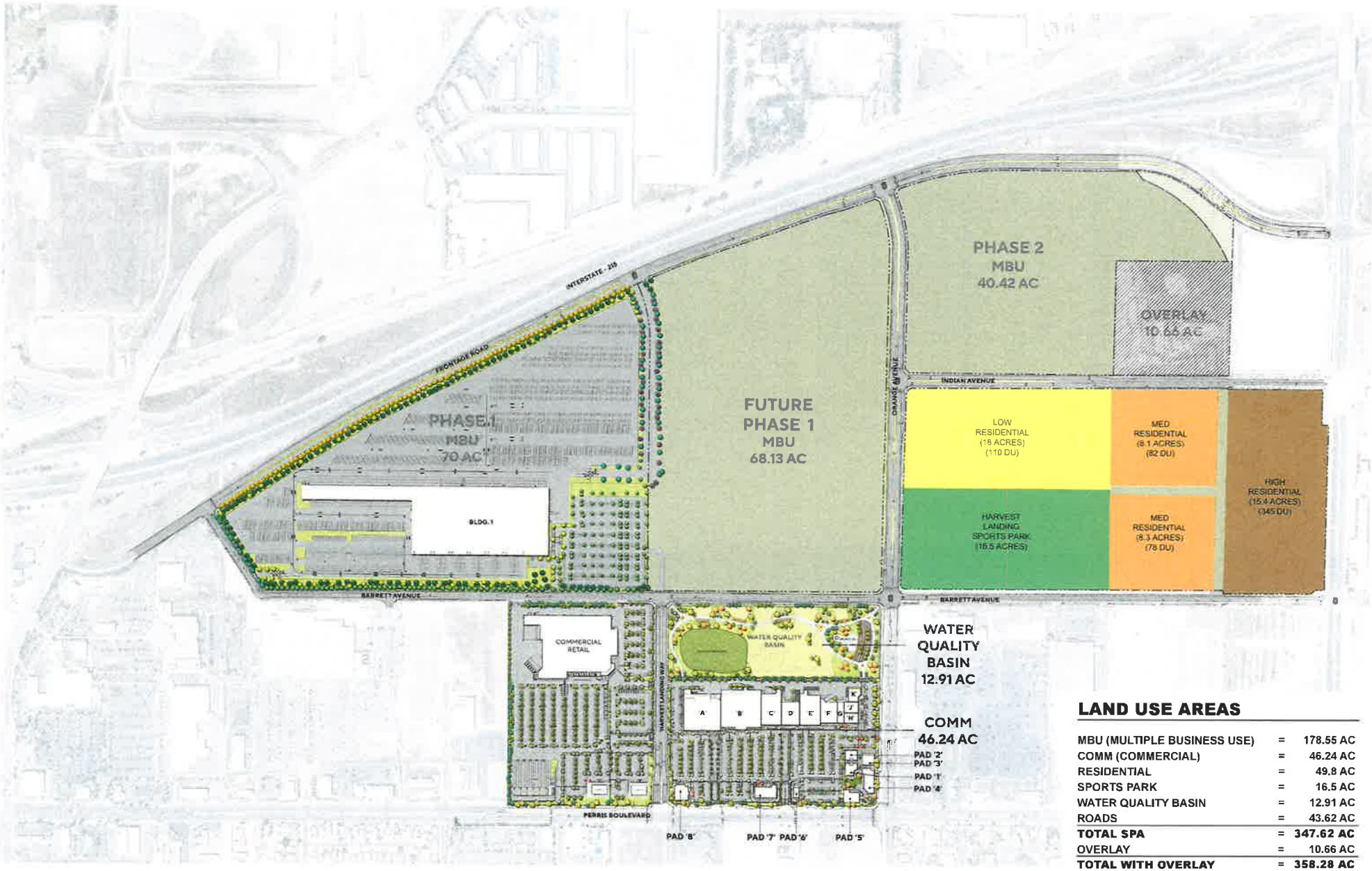
Approval of the Sports Park shall be subject to the approval of a Administrative Development Plan Review and approval of but not limited to the following items:

- ***a. Create a legal parcel for the Sports Park***
- ***b. Site Layout***
- ***c. Traffic Study***
- ***d. Parking Analysis***
- ***e. Pedestrian Accessibility Analysis***
- ***f. Conceptual Grading Plan***
- ***g. Drainage Report***
- ***h. PWQMP***
- ***i. EMWD Will Serve Letter***
- ***j. Dedication of rights-of-way and/or easements***
- ***k. Construction of public roadways and appurtenances around the perimeter of the Sports Park including traffic signals as directed by the City Engineer.***

Attachments
(Revised) Exhibit A – Proposed Project Site (Land Use)
Exhibit B – City of Perris Standard "Street Required Pavement Design Standards"
(Revised) Exhibit C – Roadway Cross Sections
Exhibit D – Previous Engineering Conditions of Approval dated April 28, 2011
(Revised) Exhibit E – Numbered Intersections/Driveways

REVISED EXHIBIT A

PROPOSED PROJECT SITE (LAND USE)



LAND USE AREAS

MBU (MULTIPLE BUSINESS USE)	=	178.55 AC
COMM (COMMERCIAL)	=	46.24 AC
RESIDENTIAL	=	49.8 AC
SPORTS PARK	=	16.5 AC
WATER QUALITY BASIN	=	12.91 AC
ROADS	=	43.62 AC
TOTAL SPA	=	**347.62 AC**
OVERLAY	=	10.66 AC
TOTAL WITH OVERLAY	=	**358.28 AC**

HARVEST LANDING RETAIL CENTER & BUSINESS PARK

PERRIS, CA

CONCEPTUAL MASTER PLAN

Architecture
Design
Collaborative

A1

EXHIBIT B

CITY OF PERRIS STANDARD "STREET REQUIRED
PAVEMENT DESIGN STANDARDS

Table -1 REQUIRED MINIMUM TRAFFIC INDEX BY ROADWAY CLASSIFICATION

Roadway Classification	ROW	Industrial	Commercial	Residential
Local	60'	9.0	8.0	7.0
Collector	66'	10.0	8.0	8.0
Major Collector	78'	10.0	9.0	8.0
Secondary Arterial	94'	11.0	9.0	9.0
Primary Arterial	128'	12.0	10.0	10.0
Expressway	184'	12.0	11.0	10.0

Table -2 REQUIRED MINIMUM STRUCTURAL PAVEMENT SECTION BY TRAFFIC INDEX

TRAFFIC INDEX (IT)	6.0	7.0	8.0	9.0	10.0	11.0	12.0
Min. AC Thickness	4"	6"	7"	8"	8"	8"	8"
Min. Class II AB Thickness	6"	8"	10"	12"	16"	20"	22"
Total Thickness	10"	14"	17"	20"	24"	28"	30"

NOTES:

1. TRAFFIC INDEXES ARE FOR 20 YEAR.
2. THE DEVELOPER MAY BE REQUIRED TO PERFORM A TRAFFIC ANALYSIS TO DETERMINE THE APPROPRIATE TRAFFIC INDEX AS DIRECTED BY THE CITY ENGINEER.
3. ASPHALT CONCRETE SHALL BE PG70-10.

STREET REQUIRED PAVEMENT DESIGN STANDARDS

APPROVED BY:

CITY ENGINEER _____ DATE: 6/17/2024

JOHN POURKAZEMI, PE

REVISED EXHIBIT C

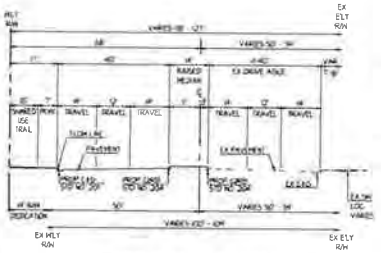
ROADWAY CROSS SECTIONS

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

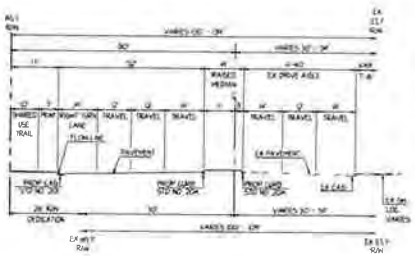
HARVEST LANDING RETAIL CENTER & BUSINESS PARK

PROPOSED STREET SECTIONS

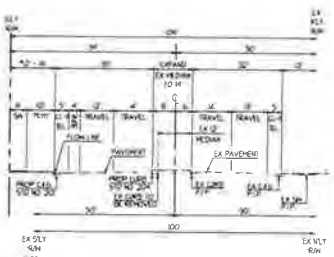
TENTATIVE PARCEL MAPS 38810 & 38811



PERRIS BOULEVARD
PRIMARY ARTERIAL
(110'/80')

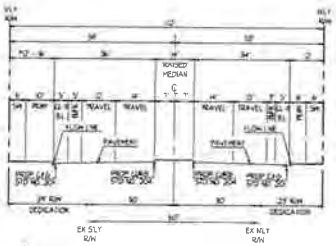


EXPANDED PERRIS BOULEVARD
PRIMARY ARTERIAL
(110'/80')



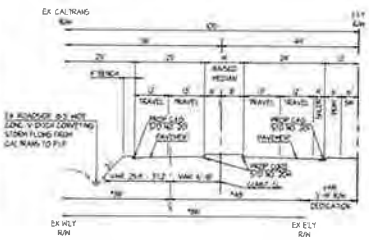
* PROPOSED 12' MINIMUM DIMENSIONS FOR ALL RIGHT TURN POCKETS AT INTERSECTIONS

ORANGE AVENUE
(PERRIS BLVD - BARRETT AVE)
SECONDARY ARTERIAL
(104'/80')



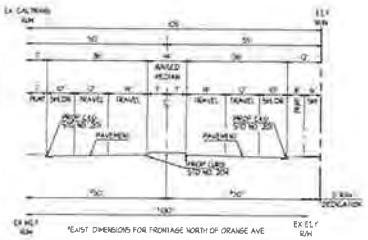
* PROPOSED 12' MINIMUM DIMENSIONS FOR ALL RIGHT TURN POCKETS AT INTERSECTIONS

ORANGE AVENUE
(BARRETT AVE - FRONTAGE RD)
SECONDARY ARTERIAL
(102'/84')



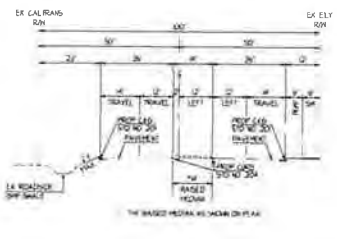
*EAST DIMENSIONS FOR FRONTAGE SOUTH OF ORANGE AVE

FRONTAGE ROAD
(BARRETT AVE - ORANGE AVE)
SECONDARY ARTERIAL
(105'/68')

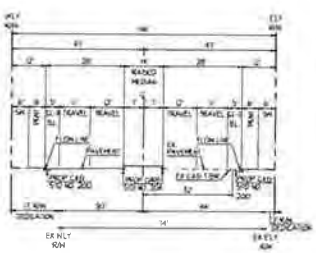


*EAST DIMENSIONS FOR FRONTAGE NORTH OF ORANGE AVE

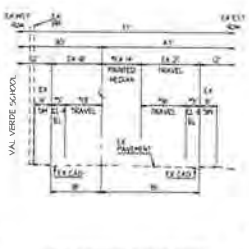
FRONTAGE ROAD
(ORANGE AVE - LIMITS OF TPM 38810)
SECONDARY ARTERIAL
(105'/86')



FRONTAGE ROAD
(LIMITS OF TPM 38810 - PLACENTIA AVE)
SECONDARY ARTERIAL
(100'/86')

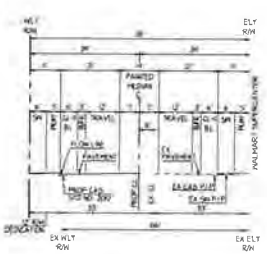


INDIAN AVE
(ORANGE - VAL VERDE SCHOOL)
SECONDARY ARTERIAL
(94'/70')

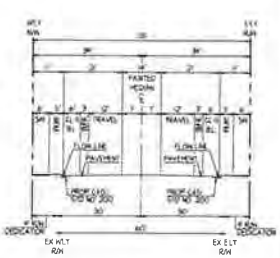


* PROPOSED RE-STRIPING OF EXISTING ROADWAY

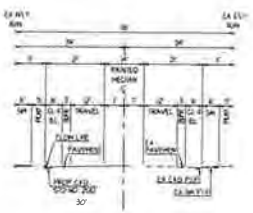
PROP INDIAN AVE
(VAL VERDE SCHOOL - PLACENTIA AVE)
SECONDARY ARTERIAL
(74'/50')



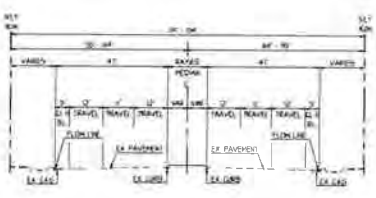
BARRETT AVE
(FRONTAGE RD. - N'LY WALMART DWY)
MAJOR COLLECTOR
(78'/56')



BARRETT AVE
(N'LY WALMART DWY - ORANGE AVE)
MAJOR COLLECTOR
(78'/56')

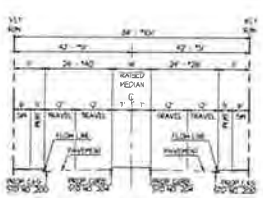


BARRETT AVE
(ORANGE AVE - PLACENTIA AVE)
MAJOR COLLECTOR
(78'/56')



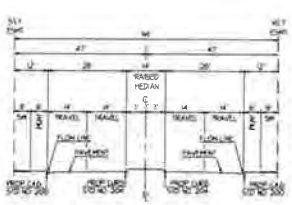
EXISTING SECTION PER APPROVED PLACENTIA AVENUE WIDENING PROJECT PR-1288

PLACENTIA AVENUE
ARTERIAL



* PROPOSED DIMENSIONS FOR INTERSECTION WITH PERRIS BLVD

HARVEST LANDING WAY
MODIFIED COLLECTOR
(84'/62')



PRIVATE DRIVE "A"
SECONDARY ARTERIAL
(94'/70')

CITY OF PERRIS

HARVEST LANDING RETAIL CENTER & BUSINESS PARK
PROPOSED STREET SECTIONS
TENTATIVE PARCEL MAP 38810 & 38811

FMCIVIL ENGINEERING INC.
24955 TECHNOLOGY DRIVE, SUITE 306
MURRIETA | CA 92563
(951)473.0001 - FMCIVIL.COM

SHEET 1 OF 1 SHEETS

EXHIBIT D

PREVIOUS ENGINEERING CONDITIONS OF
APPROVAL DATED APRIL 28, 2011

CITY OF PERRIS

HABIB MOTLAGH, CITY ENGINEER

CONDITIONS OF APPROVAL

P8-1019
April 22, 2008, Revised January 12, 2009,
Revised October 26, 2009, Revised May 13, 2010, Revised June 9, 2010,
Revised June 16, 2010, Revised March 8, 2011, Revised march 9, 2011,
Revised April 28, 2011
Harvest Landing Specific Plan

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 dedication in accordance with the City of Perris Municipal Code Title 18. It is understood that the site plan, this map and specific plan documents 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 the map to be resubmitted for further consideration. These Ordinances and the following conditions are essential parts and requirement 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 conditioned per phase 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 conflict between the following conditions and those identified in the environmental report, the most stringent shall apply:

1. Drainage and flood control facilities and improvements shall be provided in accordance with Riverside County Flood Control and Water Conservation District and the City of Perris requirements and standards. The following drainage related conditions in addition to those stated in RCFC letter dated February 1, 2008 and shown on figure 3-21 of specific plan are the requirements of this project. In case of conflict between the above and following requirements, the most stringent in the opinion of the City Engineer shall apply:

    a. Onsite drainage facilities outletting sump conditions if approved by the City Engineer shall be designed to convey the tributary 100-year storm flows. Additional emergency escape for the storm flows shall also be provided.

DEPARTMENT OF ENGINEERING
170 WILKERSON AVE., SUITE D, PERRIS, CA 92570-2200
TEL.: (951) 943-6504 - FAX: (951) 943-8416

b. The property's street and onsite grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area. No ponding or concentration of storm water to upstream and downstream properties shall be permitted without written permission of affected property owners. The minimum onsite gradient shall be 0.5%. In the case of widening or extending an existing roadway, the design and construction of the proposed improvements can match the existing gradient.

c. Drainage easements shall be obtained from the affected property owners for the release of concentrated or diverted storm flows onto the adjacent property. A copy of the drainage easement shall be submitted to the City for review prior to its recordation.

d. All drainage facilities with the exception of nuisance drainage improvements as indicated below shall be designed to convey the 100-year storm runoff.

e. A detailed hydrology report and hydraulic calculation shall be submitted to the City and RCFC for review and approval. The report shall address the offsite flow, accumulative onsite runoff and the impact to adjacent downstream properties.

f. All grading and drainage improvements shall comply with NPDES and Best Management Practices. Erosion control plans shall be prepared and submitted to Water Quality Board and the City of Perris as part of the grading plans.

g. Construction of drainage improvements (on and offsite) for individual phases shall be in a manner to prevent interim improvements with the exception of the temporary graded berm along Placentia Avenue and shall protect the site and adjoining properties from flooding as determined and approved by the City Engineer.

h. To understand the design criteria established by Flood Control for such facilities, all such improvement plans and drainage reports shall be reviewed and approved by RCFC and the City of Perris. The improvements shall include upgrade Line "K" to RCFC Master Plan Standards including the upgrades of crossing at Medical Center Drive and Perris Blvd and shall protect the site and adjoining properties from flooding as determined and approved by the City Engineer.

i. Construction nuisance drainage facilities including catch basins and minimum 18" RCP at all interior and exterior intersections to eliminate nuisance runoff from all cross gutters will be required.

j. The proposed landscaping along the street right-of-way including medians shall be designed and constructed to prohibit irrigation runoff from spilling over the adjacent roads.

k. The onsite basins shall be designed to meet RCFC standards and landscaped as approved by the Planning Department. The proposed grading of the "Lake" shall be done concurrent with construction of Phase 3 development. The proposed interim use of the Lake for drainage is prohibited.

l. Construction of onsite drainage facilities including the downstream facilities from the park site and upgrading of Line "K" as stated above is requirement of Phase I. Construction of all other onsite and offsite improvements as shown on Figure 3-21 of specific plan shall be requirements of Phases II and III including connection and upgrading of downstream master planned facilities along Line "K" up to Medical Center Drive.

m. Construction of a temporary berm along the north side of ***Lot 16*** ~~"A" Street~~ and easterly side of Indian Avenue shall be required to protect the Phase I Development from offsite drainage. The berm shall be at a minimum hydro seeded as approved by the Planning Department. Construction of a permanent landscape berm minimum of 50' southerly of the southern right-of-way of Placentia Avenue shall be required to protect Phase III of offsite flooding. Both temporary and permanent berm shall be designed and constructed with 3:1 minimum slope and proper access for maintenance. See Placentia Avenue Drainage Protection Berm Exhibit dated July 30, 2009 (Exhibit A) for more details. At the option of developers, the proposed Lot 1 of Tentative Map 35103 may be elevated to protect from offsite flooding.

2. Minimum 6' concrete sidewalks, handicap ramps, and driveways shall be installed pursuant to Riverside County and ADA Standards. All driveway approaches shall be constructed per Riverside County Standards for Commercial Driveway (Std. 207A) and comply with the ADA requirements. 5' wide sidewalks shall be permitted along local and private roads only. 8' wide meandering sidewalk shall be installed along Orange and Indian as shown on the specific plan.

3. Streetlights shall be installed along all perimeter and interior streets as approved by the City Engineer per Riverside County and Southern California Edison standards.

4. The proposed development is in the service area of Eastern Municipal Water District. The applicant shall provide water and sewer facilities to this development and comply with EMWD, Fire Department, and Health Department's requirements.

5. Prior to issuance of any permit, the developer shall sign the consent and waiver forms to join the Landscaping, Flood Control, Onsite Street Maintenance, and Lighting Districts. The developer shall maintain the landscaping for a period of one year after acceptance of these improvements and pay the 18-month advanced energy charges for streetlights. The Maintenance District shall include all onsite drainage facilities, basins, park, berm and lake, and other open spaces not maintained by HOA.

6. Existing power poles within the project site or along the project boundary (under 65kv), if any, shall be removed and cables undergrounded. All other utility poles, if any, shall be removed and utilities undergrounded.

7. On and offsite street, drainage, water, sewer, striping, signing, streetlight, grading and erosion control plans along with hydrology and hydraulic reports shall be submitted to the City Engineer's office for review and approval.

8. Access shall be restricted along Perris Blvd., Orange Avenue, Placentia Avenue, Indian Avenue, Frontage Road, Avocado Avenue except as sown on the specific plan and as approved by City during development of industrial phase.

9. All right-of-way necessary for construction of the drainage, the street and traffic improvements as identified above including any utility construction easements, not under Applicant's ownership, shall be acquired by the Applicant, at Applicant's sole cost. If Applicant is unsuccessful in negotiating any right-of-way acquisition with third party owners after a 30-day period, then City shall conduct the necessary analysis to determine in its sole discretion whether to attempt to acquire the right-of-way by exercise of its power of eminent domain; period, however, that nothing herein shall be deemed a prejudgment or commitment with respect to condemnation.

~~10. The existing irrigation wells shall be turned over to City of Perris pursuant to the terms of the development agreement.~~

~~11. The property owner shall reimburse the City Maintenance District the cost of pumping the water associated with the ongoing agricultural uses and the projects irrigation and lake demands.~~

12. This and other similar projects will impact the transportation infrastructure within the City of Perris. For this reason, the following transportation related improvements are required to mitigate the initial and the ongoing impact to the transportation facilities. These improvements must be installed prior to issuance of occupancy permits for individual phase:

a. Existing and proposed pavement along west side of Perris Blvd. adjacent to the project site shall meet with the structural section appropriate for traffic index of 10.5 otherwise, removed/replaced or upgrade as needed. Existing pavement adjacent to this site along west side at minimum shall be grind/overlay.

b. In addition to the following conditions, all transportation improvements identified in the attached exhibits shall be required prior to issuance of any occupancy permit. In the event of a conflict between the written engineering conditions and exhibits, the written engineering conditions shall govern.

Phase I

- Indian Avenue along both sides from Placentia Avenue to Orange Avenue shall be improved with various sections on both sides of centerline within dedicated right-of-way including 12-14' wide landscape median per Exhibit B dated May 10, 2010 and consisting of 2 sheets.

- Placentia Avenue from Barrett Avenue to Indian Avenue along south side shall be improved with minimum of 36' pavements, curb/gutter located 47' south of centerline with 64' half-width dedicated right-of-way including 14' wide landscaped median. Placentia Avenue along north side within the same reach shall be improved with a minimum of 15' of new pavement.

  Placentia Avenue from Indian to Frontage Road shall be improved with a minimum of 30' of pavement within dedicated right-of-way per Exhibit C dated May 27, 2009. The intersection of Placentia with Frontage Road shall be improved with a traffic signal and to provide for dedicated left turn lanes (all legs and directions) per Exhibit D dated May 27, 2009.

- Orange Avenue from Indian Avenue to Barrett Avenue shall be improved along both sides with minimum of 24' of paving, curb/gutter located 35' on either side of centerline within 112' full width dedicated right-of-way and 14' wide landscape median. Existing pavement along Orange Avenue from Barrett Avenue to Perris Blvd. shall be grind/overlay with minimum of 2" paving.

- "A" Street (collection) between Indian and Barrett Avenue shall be improved along both sides with minimum of 32' new pavement, curb/gutter located 22' on either side of centerline within 66' dedicated right-of-way. Additional utility easement shall be dedicated to City as required.

- Barrett Avenue from Placentia to Orange Avenue shall be improved along both sides (as needed) to provide for 36' of new pavement, curb/gutter located 20' on either side of centerline within 70' dedicated right-of-way per Exhibit E, dated June 2, 2010. Intersection of Barrett with Placentia and Orange Avenue shall be improved to provide for dedicated left/right turn lanes (all legs and directions) per Exhibit F dated May 27, 2009.

- Intersection of Frontage Road at Nuevo Road shall be reconfigured to eliminate left turn movements by installation of raised median per Exhibit G dated May 27, 2009.

- Sunset Avenue and Barrett Avenue from Frontage Road to northerly Phase I boundary shall be improved within dedicated right-of-way to provide for 36' wide pavement, curb, and gutter located 22' on either side of centerline with 66' dedicated right-of-way.

- Install traffic signal at intersection of Indian Avenue with Placentia Avenue and to include dedicated left and right lanes (all legs and directions) per Exhibit H dated May 27, 2009.

- I-215/Nuevo Interchange shall be improved per the Nuevo Road/I-215 Freeway Offsite Traffic Improvement Exhibit G dated May 27, 2009 and the following:

  The developer shall submit necessary plans to Caltrans to request for Design Exception to allow the existing Nuevo Bridge to be re-striped to add a single southbound left turn lane. Concurrently, plans for construction of the eastbound left turn lane from the southbound I-215 ramp and the right turn lane from the northbound ramp shall be submitted to Caltrans. If Caltrans approves the request for a design exception and issues an encroachment permit, the re-striping and construction of the eastbound left turn lane and eastbound right turn lane shall be completed prior to issuance of the first Certificate of Use and Occupancy for Harvest Landing.

  If Caltrans denies the design exception, then prior to recordation of the first non-financing Subdivision Map the applicant shall submit all necessary plans, specifications and cost estimates to Caltrans to widen the bridge to accommodate the single southbound left turn lane and to construct the eastbound left turn lane along the southbound ramp and the eastbound right turn lane from the northbound ramp. If Caltrans grants the permit within 12 months from the date of the above Map recordation, then prior to issuance of the first Certificate of Use and Occupancy for Harvest Landing, construction of the permitted improvements shall have commenced.

If Caltrans has not denied or granted the permit within 12 months of recordation of the date of the first non-finance Subdivision map, even though the developer has submitted all plans, specifications, and estimates and any other technical information required by Caltrans as part of the plan check and revision process in a timely manner, then the developer shall post a Letter of Credit in a form acceptable to City for 100% of the cost estimate submitted to Caltrans as approved by City Engineer. When that Letter of Credit is posted, the City shall issue Certificates of Use and Occupancy Permits. Upon issuance of Caltrans permit for bridge and ramp widening as stated above and start of construction for the same, the City shall reduce the amount of the Letter of Credit to match contractor's work in progress.

If within 24 months after recordation of first non-finance subdivision map Caltrans determines that the improvements as stated above cannot be constructed as conditioned without major bridge related work not required for Harvest Landing or City determines that Caltrans will not approve such permit anytime soon, then the developer shall not be required to construct the improvements but shall pay to the City an amount equal to the cost estimate provided to Caltrans for Harvest Landing's proposed bridge and ramp widening. This payment shall satisfy developer's responsibility and requirements for such work.

- Install traffic signal at the intersection of Indian Avenue with Orange Avenue and to include dedicated right and left turn lanes (all legs and directions).

- Comply with all other intersection improvements shown on Exhibit I dated April 8, 2010.

- Improvement to I-215/Placentia Interchange as shown on Exhibit 6-D of traffic report is required. Payment of in-lieu fee contribution towards implementation of this interchange as stipulated in development agreement shall satisfy this condition.

Phase II

- Intersection of Perris Blvd. and Nuevo Road shall be improved to provide for 3 southbound, 2 left turn eastbound, one (1) dedicated right turn, two (2) northbound, one (1) combined north and right and one (1) dedicated left turn westbound lanes. Intersection of Nuevo Road at Perris Blvd. shall be improved to provide for two (2) westbound and one (1) combined west and right turn lanes per Exhibit J, dated May 27, 2009.

- Indian Avenue from Orange Avenue to Perris Blvd. both sides (including NAP) shall be improved per Exhibit B dated May 10, 2010 including 12' landscape median within 105' dedicated right-of-way. [Intersection of Indian and Perris shall be improved to upgrade the signal and provide for dedicated left and right turn lanes ~~(all legs and directions)~~.

- Construct Barrett Avenue at its ultimate half-width + 12' section as a project collector (66' right-of-way) between Avocado Avenue and the easterly boundary of the proposed commercial portion of the project. See Specific Plan Figures 3-7A & B for typical road section and per Exhibit K dated May 10, 2010.

- Frontage Road from Old Sunset Avenue to Nuevo Road shall be improved along both sides to provide for 52' of pavement, curb/gutter located 28' on either side of centerline within 78' dedicated right-of-way. Frontage Road from Old Sunset Avenue to Placentia Avenue shall be improved with minimum of 6' new asphalt paving along east, curb/gutter located 27' east of centerline, 21' landscaping with 10' meandering bike path/sidewalk per Exhibit L dated September 8, 2009.

- Dwy 1 and Dwy 2 shall be improved along both sides with minimum of 40' of pavement and curb/gutter located 22' from centerline within 66' dedicated right-of-way.

- Improve the intersection of Placentia Avenue with Perris Blvd. to include one (1) combined eastbound right turn lane, one (1) east bound and one (1) dedicated left turn lane per Exhibit M dated July 22, 2009.

- Perris Blvd. from Orange Avenue to Nuevo Road along the west side shall be improved as needed to provide for minimum of two (2) southbound lanes, one (1) combined south bound/right turn lane to this site and existing driveway, dedicated left turn at all intersections including construction of 14' wide landscape median adjacent to the site. The existing landscaped median shall be replaced and upgraded as determined by Planning Department.

- Intersection of Barrett Avenue and Indian Avenue shall be improved with a traffic signal and to provide for dedicated left turn lanes (all legs and directions).

- Comply with all other intersection improvements as shown in the attached Exhibit N dated April 8, 2010, Exhibit O dated May 27, 2009, and Exhibit P dated May 27, 2009.

Phase III

- Dwy 1 & 3 shall be improved with minimum of 12' of pavement, curb/gutter located 21' from centerline, 10' wide landscape median within 74' dedicated right-of-way.

- Complete all other intersection improvements as shown in the attached Exhibit Q dated April 8, 2010.

Habib Motlagh

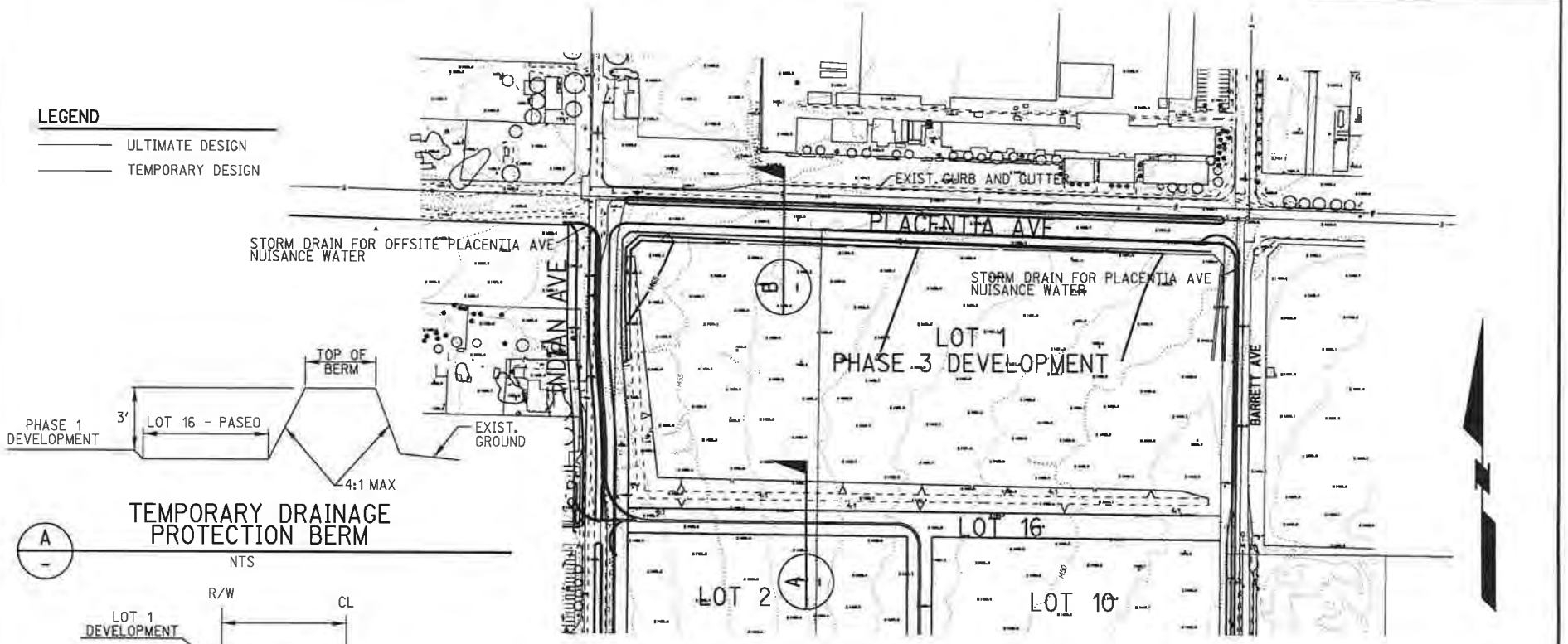
Habib Motlagh
City Engineer

DEPARTMENT OF ENGINEERING
170 WILKERSON AVE., SUITE D, PERRIS, CA 92570-2200
TEL.: (951) 943-6504 - FAX: (951) 943-8416

HARVEST LANDING PLACENTIA AVE.
DRAINAGE PROTECTION BERM EXHIBIT

Exhibit A

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010



PRELIMINARY
NOT FOR CONSTRUCTION

RICK ENGINEERING COMPANY
Riverside
1223 UNIVERSITY AVENUE - SUITE 240
RIVERSIDE, CA 92507
951.782.0707
(FAX)951.782.0723
rickengineering.com
San Diego Orange Sacramento Phoenix Tucson

HARVEST LANDING PLACENTIA AVE.
DRAINAGE PROTECTION BERM EXHIBIT

SCALE: 1" =200' | DATE: 7/30/09

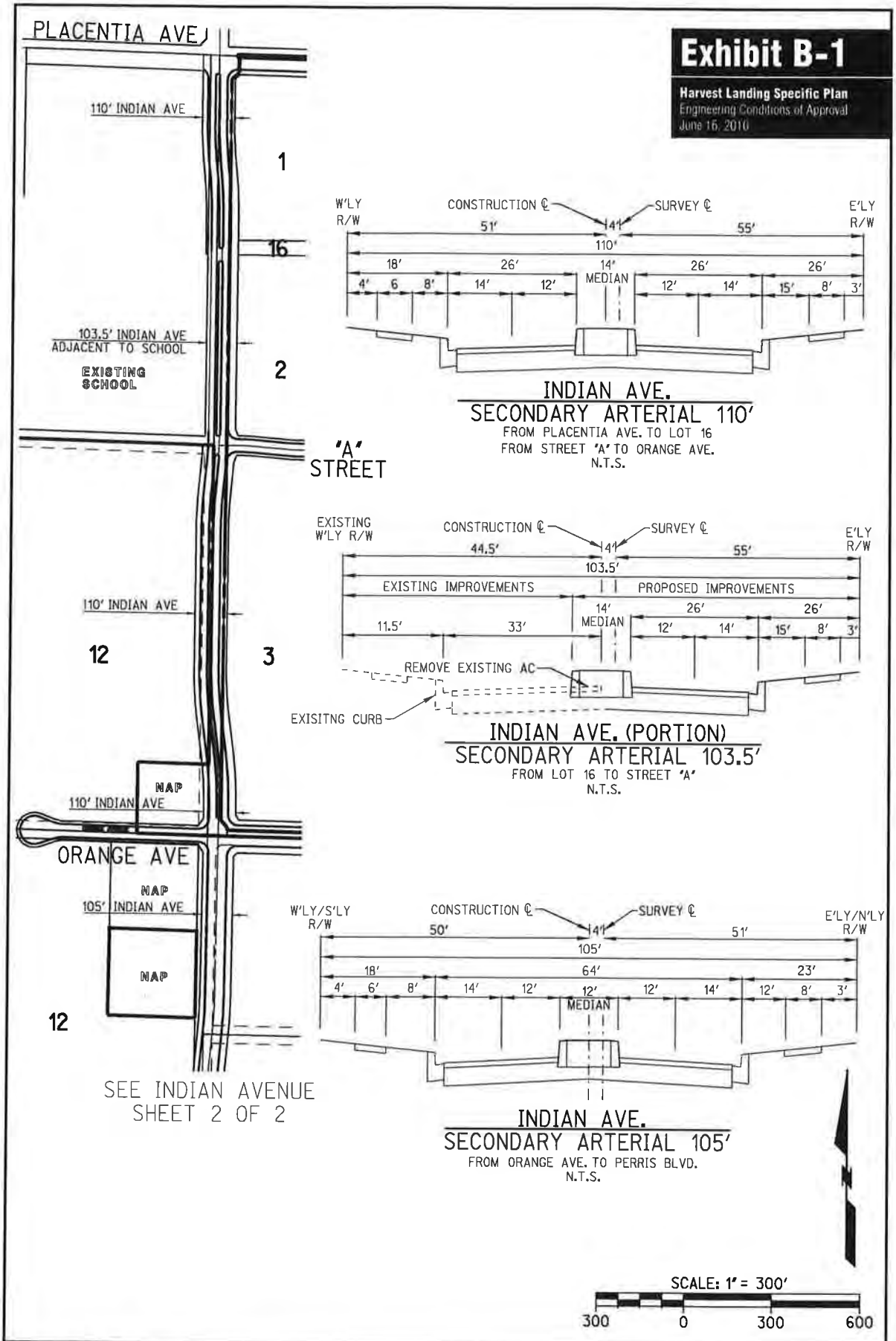
© 2006 Rick Engineering Company

G:\14923\14923xbt122_northern_drainage.dgn

PLOT DATE: 29-MAR-2011 JN 14923

Exhibit B-1

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010



RICK ENGINEERING COMPANY
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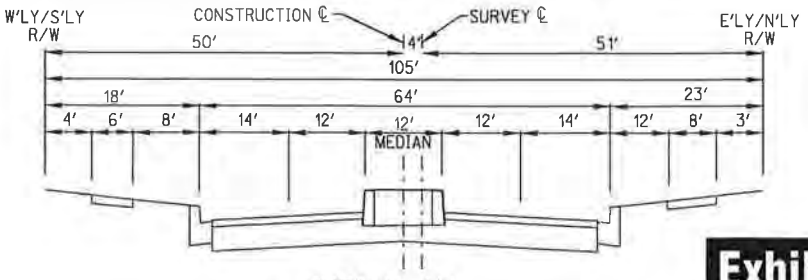
RIVERSIDE, CA 92507
951.782.0707
(FAX)951.782.0723
rickengineering.com

INDIAN AVENUE IMPROVEMENTS (SHT 1 OF 2)

SCALE: 1"=300' | DATE: 5/10/2010

G:\14923\14923xb1129_Indian_Ave_COA_Exhibit.dgn

PLOT DATE: 29-MAR-2011 JN 14923

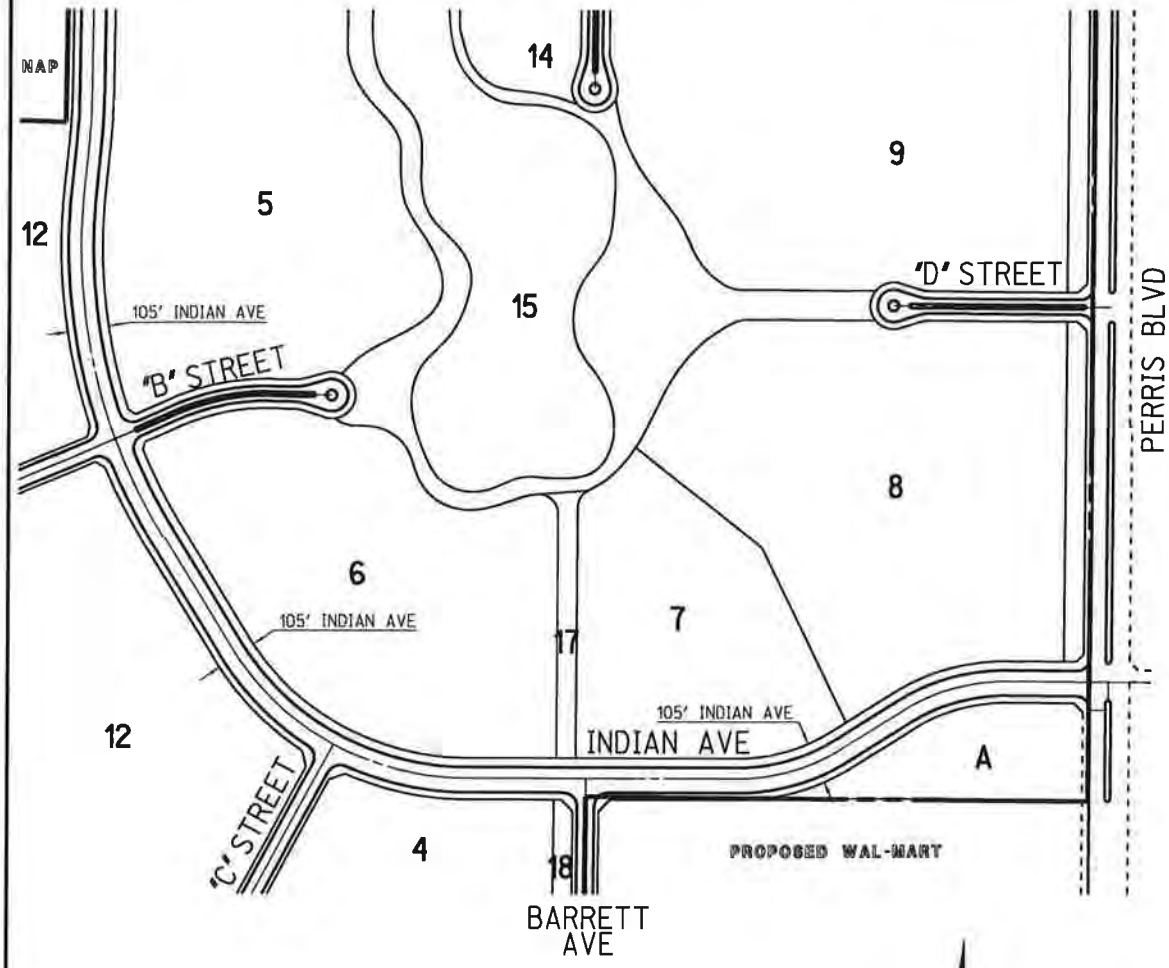


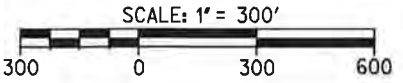
INDIAN AVE.
SECONDARY ARTERIAL 105'
FROM ORANGE AVE. TO PERRIS BLVD.
N.T.S.

Exhibit B-2

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010

SEE INDIAN AVE
SHEET 1 OF 2





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INDIAN AVENUE IMPROVEMENTS (SHT 2 OF 2)

SCALE: 1"=300' | DATE: 5/10/2010

G:\14923\14923xb1131_Indian_Ave_COA_Exhibit_Sht2.dgn

PLOT DATE: 10-MAY-2010 JN 14923

HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS
PLACENTIA AVENUE WIDENING

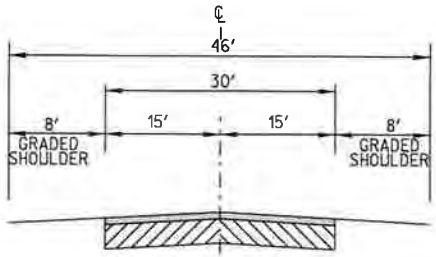
MAY 27, 2009

Exhibit C

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010

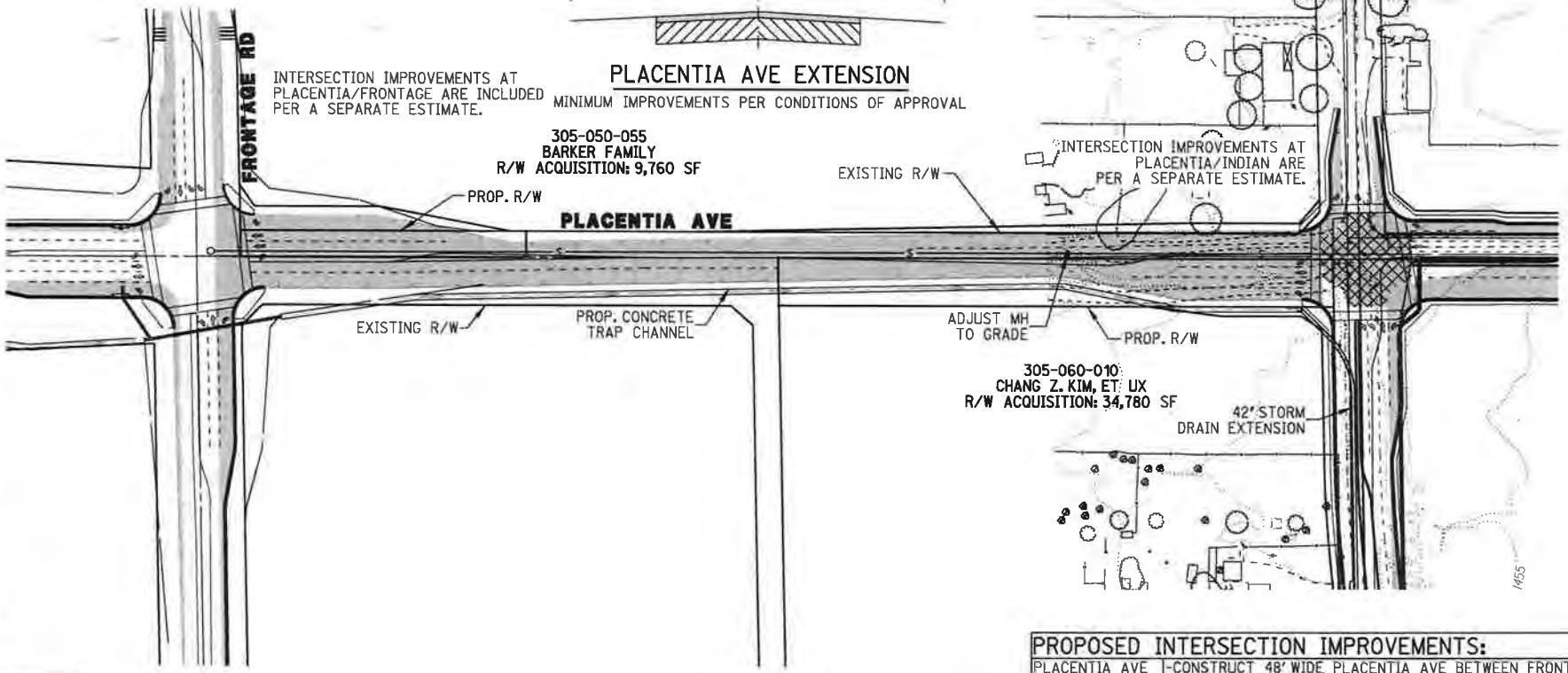
LEGEND:

- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PAVEMENT/CONCRETE REMOVAL
- PROPOSED STRIPING
- EXISTING IMPROVEMENTS
- PROPOSED CURB
- EXISTING EDGE OF PAVEMENT
- PROPOSED EDGE OF PAVEMENT



PLACENTIA AVE EXTENSION
MINIMUM IMPROVEMENTS PER CONDITIONS OF APPROVAL

INTERSECTION IMPROVEMENTS AT PLACENTIA/FRONTAGE ARE INCLUDED PER A SEPARATE ESTIMATE.



PROPOSED INTERSECTION IMPROVEMENTS:	
PLACENTIA AVE	-CONSTRUCT 48' WIDE PLACENTIA AVE BETWEEN FRONTAGE ROAD AND INDIAN AVE -IMPROVEMENT DOES NOT INCLUDE WIDENING FOR INTERSECTION IMPROVEMENTS
DRAINAGE	-CONSTRUCT CONCRETE TRAP. CHANNEL SOUTH OF PLACENTIA BETWEEN FRONTAGE ROAD AND INDIAN AVE -CONSTRUCT STORM DRAIN FROM PLACENTIA/INDIAN TO ONSITE STORM DRAIN

SCALE: 1" = 120'

120 0 120 240

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PLOT DATE: 18-NOV-2009 JN 14923

HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS
PLACENTIA AVENUE/FRONTAGE ROAD

MAY 27, 2009

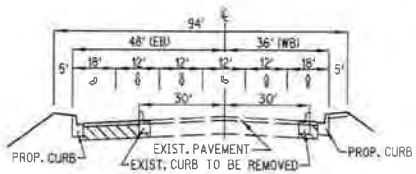
Exhibit D

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 15, 2010

LEGEND:

- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PAVEMENT/CONCRETE REMOVAL
- PROPOSED STRIPING
- EXISTING IMPROVEMENTS
- PROPOSED CURB
- EXISTING EDGE OF PAVEMENT
- PROPOSED EDGE OF PAVEMENT

FRONTAGE ROAD
NORTH OF PLACENTIA AVE



PLACENTIA AVE
WEST OF FRONTAGE ROAD

PLACENTIA AVE

FRONTAGE ROAD

PROP. CONCRETE TRAP CHANNEL

REMOVE EXISTING CONCRETE TRAP CHANNEL

RELOCATE EXIST. CATCH BASINS

EXIST. MH TO BE ADJUSTED TO GRADE

REMOVE AND REPLACE GUARDRAIL

CONSTRUCT SD CROSSING

END OF PROP. CURB

FRONTAGE ROAD

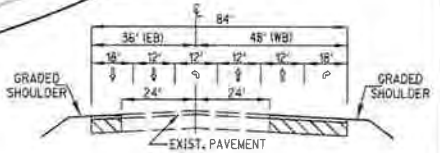
TRANSITION TO EXISTING PAVEMENT

END OF PROP. CURB

PROP. R/W

REMOVE EXISTING HEADWALL

EXTEND EXIST. TRIPLE RCB MATCH TO EXIST. SECTION



PLACENTIA AVE
EAST OF FRONTAGE ROAD

305-060-019
RIVERSIDE COUNTY
TRANSPORTATION COMMISSION
R/W ACQUISITION: 2,410 SF

305-050-055
BARKER FAMILY
R/W ACQUISITION: 5,865 SF

PROP. R/W

PROP. CONCRETE TRAP CHANNEL

48' WIDE PLACENTIA AVE PER A SEPARATE ESTIMATE

PLACENTIA AVE

FRONTAGE ROAD
SECTION IMPROVEMENTS 220' SOUTH OF PLACENTIA AVE
TRANSITION TO EXISTING PAVEMENT THEREAFTER

PROPOSED INTERSECTION IMPROVEMENTS:	
PLACENTIA AVE	-ADD EASTBOUND RIGHT TURN LANE -ADD WESTBOUND LEFT TURN LANE -CONSTRUCT PLACENTIA AVE WEST OF FRONTAGE -CONSTRUCT WESTBOUND RIGHT TURN LANE -CONSTRUCT WESTBOUND LEFT TURN LANE
FRONTAGE ROAD	-ADD NORTHBOUND RIGHT TURN LANE -ADD NORTHBOUND LEFT TURN LANE -ADD SOUTHBOUND RIGHT TURN LANE -ADD SOUTHBOUND DOUBLE LEFT TURN LANE
TRAFFIC SIGNAL	-CONSTRUCT NEW TRAFFIC SIGNAL
DRAINAGE	-EXTEND TRIPLE RCB NORTH OF PLACENTIA AVE -RELOCATE EXISTING CATCH BASINS ON PLACENTIA AVE -EXTEND AND RELOCATE STORM DRAIN AT CATCH BASINS -RECONSTRUCT CONCRETE TRAP CHANNEL AT NEW TOE OF SLOPE ON WEST PLACENTIA -CONSTRUCT STORM DRAIN CROSSING AT NEW TRAP CHANNEL LOCATION

SCALE: 1" = 120'

120 0 120 240

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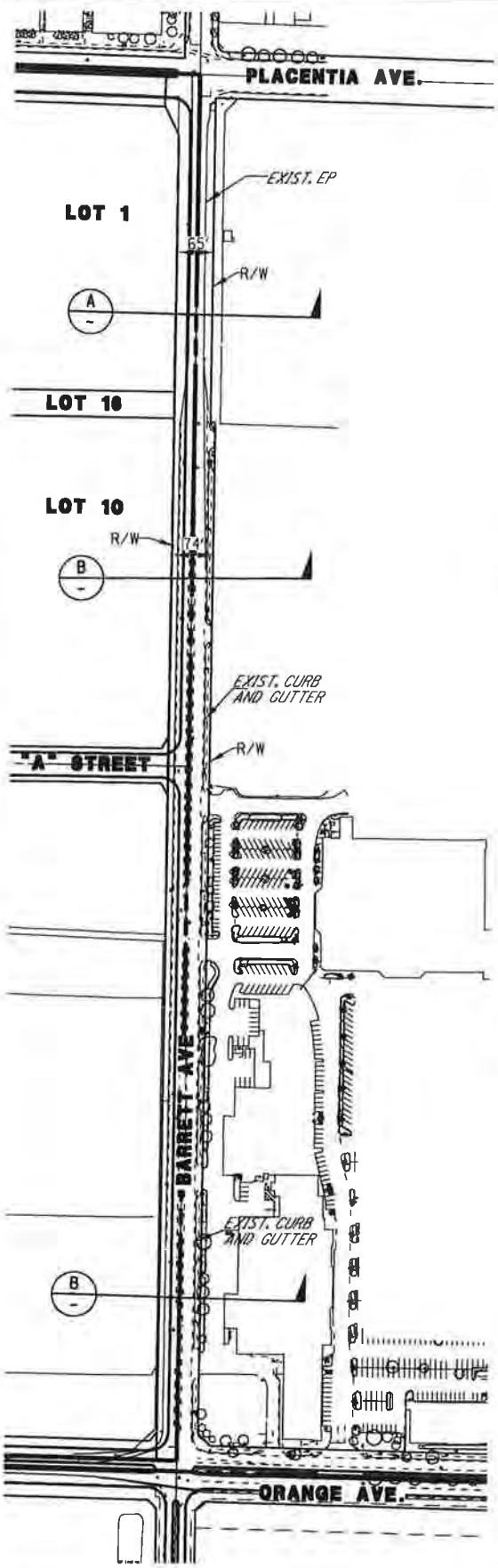
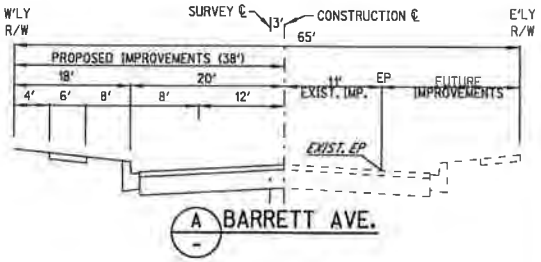
g:\14923\14923xbt100_Offsite_Placentia_Frontage_Intersection.dgn

PLOT DATE: 18-NOV-2009 JN 14923

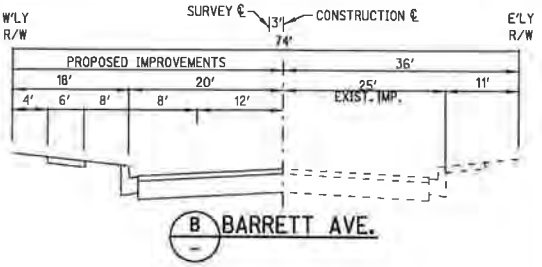
Exhibit E

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010





FROM PLACENTIA AVE. TO LOT 16
N.T.S.



FROM LOT 16 TO ORANGE AVE.
N.T.S.

SCALE: 1" = 200'

200 0 200 400

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NORTH BARRETT AVENUE IMPROVEMENTS

SCALE: 1"=200' | DATE: 6/02/2010

G:\14923\14923xbt133_North_Barret_Ave_COA_exb.dgn

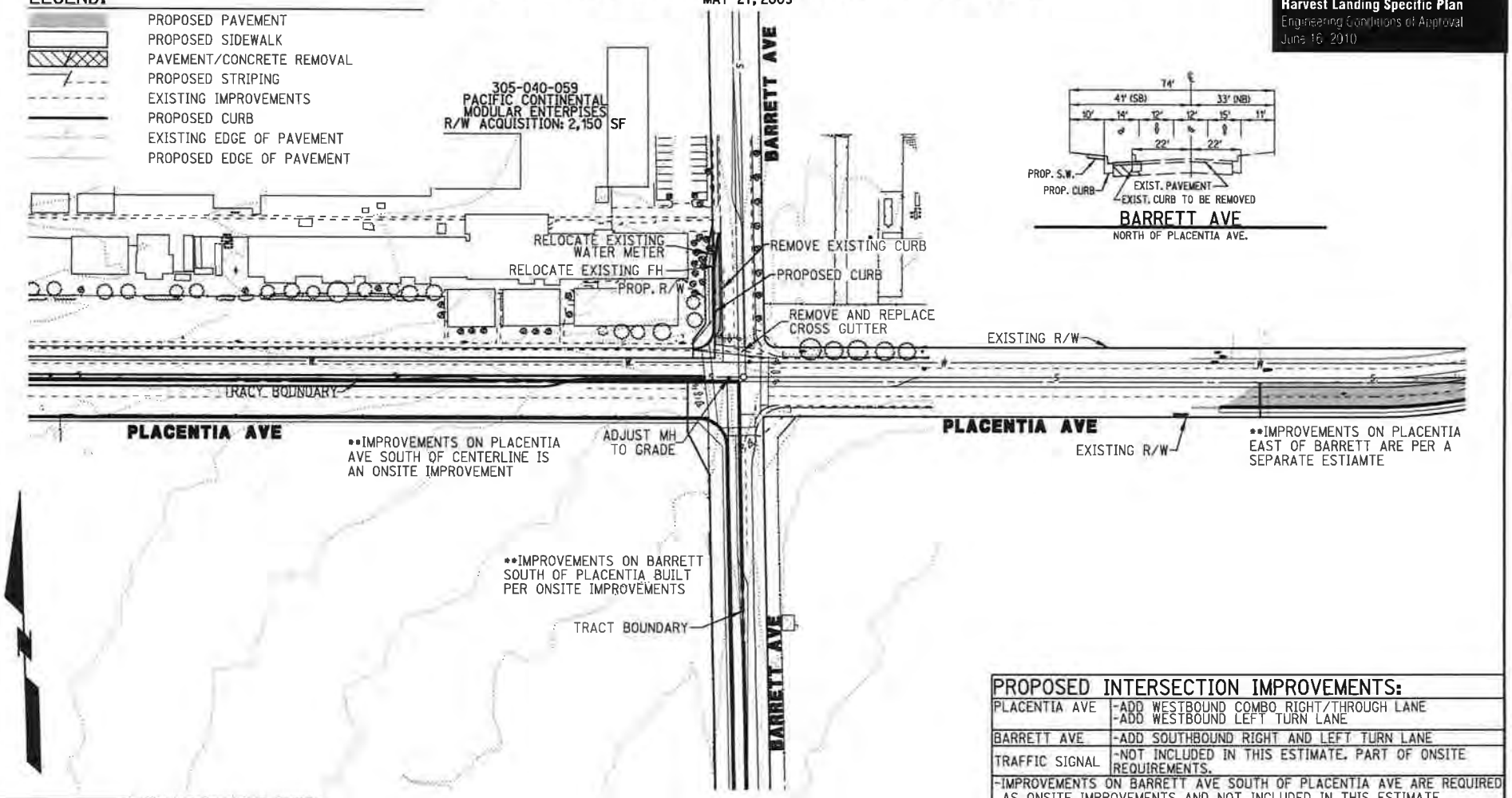
PLOT DATE: 29-MAR-2011 JN 14923

HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS
PLACENTIA AVENUE/BARRETT AVENUE

MAY 27, 2009

Exhibit F

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010



PROPOSED INTERSECTION IMPROVEMENTS:	
PLACENTIA AVE	-ADD WESTBOUND COMBO RIGHT/THROUGH LANE -ADD WESTBOUND LEFT TURN LANE
BARRETT AVE	-ADD SOUTHBOUND RIGHT AND LEFT TURN LANE
TRAFFIC SIGNAL	-NOT INCLUDED IN THIS ESTIMATE. PART OF ONSITE REQUIREMENTS.

-IMPROVEMENTS ON BARRETT AVE SOUTH OF PLACENTIA AVE ARE REQUIRED AS ONSITE IMPROVEMENTS AND NOT INCLUDED IN THIS ESTIMATE.
-IMPROVEMENT OF PLACENTIA AVE SOUTH OF CENTERLINE ARE REQUIRED AS ONSITE IMPROVEMENTS AND NOT INCLUDED IN THIS ESTIMATE.
-THE CURB MEDIAN ON PLACENTIA AVE BETWEEN INDIAN AVE AND BARRETT AVE ARE REQUIRED AS ONSITE IMPROVEMENTS AND NOT INCLUDED IN THIS ESTIMATE.

SCALE: 1" = 120'

120 0 120 240

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PLOT DATE: 18-NOV-2009 JN 14923

HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS
NUEVO ROAD/I-215 FREEWAY & NUEVO ROAD/FRONTAGE ROAD

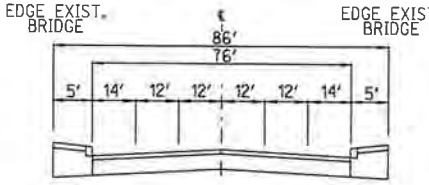
MAY 27, 2009

Exhibit G

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010

LEGEND:

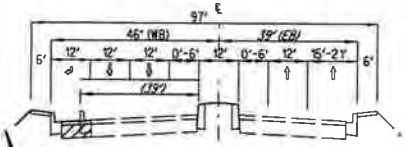
- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PAVEMENT/CONCRETE REMOVAL
- PROPOSED STRIPING
- EXISTING IMPROVEMENTS
- PROPOSED CURB
- EXIST. EDGE OF PAVEMENT
- PROP. EDGE OF PAVEMENT



NUEVO BRIDGE CROSS SECTION

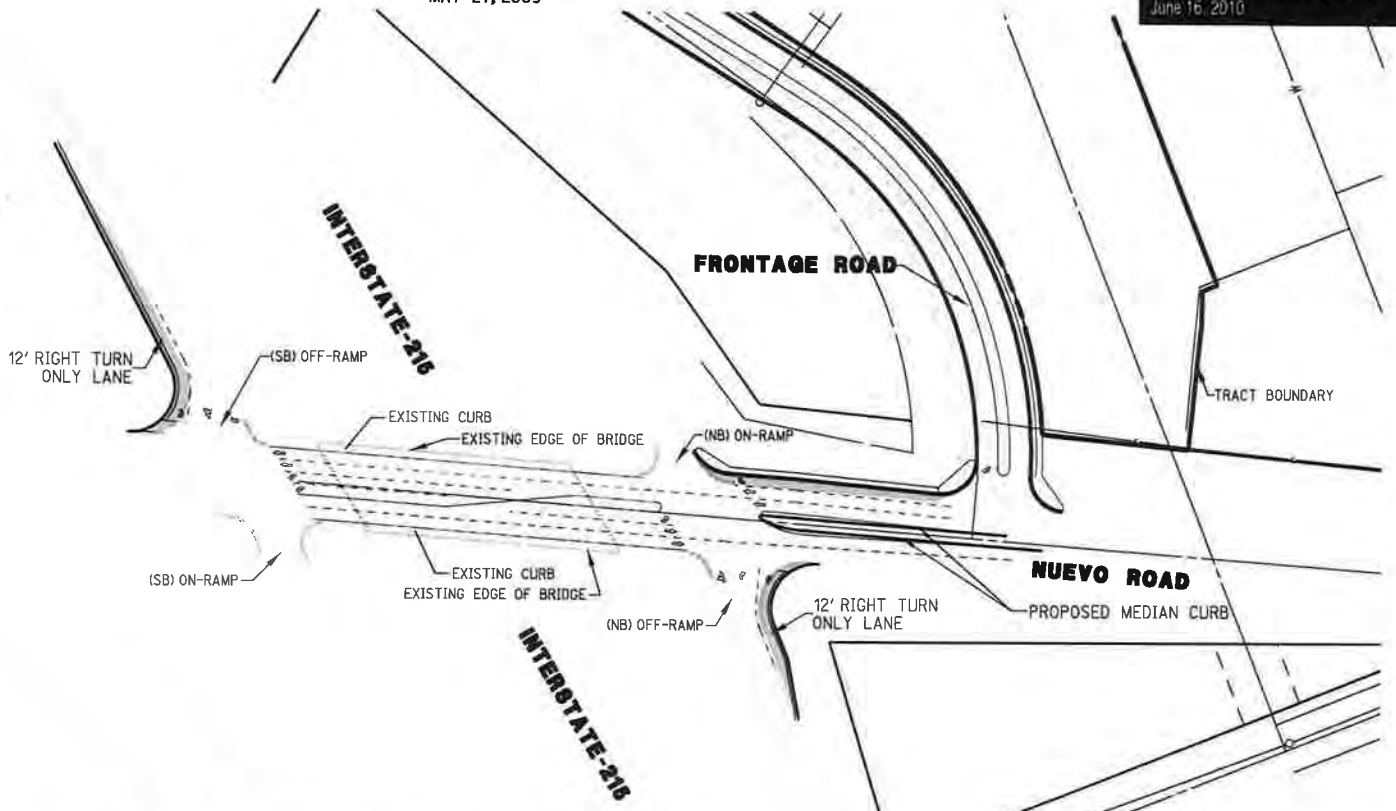
NTS

TYPICAL BRIDGE SECTIONS REQUIRE 8' SHOULDER FROM ETW TO CURB.



NUEVO ROAD

EAST OF NB 215 RAMPS



SCALE: 1" = 120'

120 0 120 240

PROPOSED NUEVO/FRONTAGE RD. IMPROVEMENTS:	
NUEVO RD.	-NONE
FRONTAGE ROAD	-ADD CURBED MEDIAN
TRAFFIC SIGNAL	-NONE
NOTES	-ROAD IMPROVEMENTS TO FRONTAGE ROAD PER ONSITE ESTIMATES

PROPOSED NUEVO/I-215 IMPROVEMENTS:	
NUEVO RD.	-ADDITIONAL WESTBOUND LEFT TURN LANE TO SB I-215 ACHIEVED THROUGH RESTRIPING ON BRIDGE. -WESTBOUND RIGHT TURN ONLY LANE TO NB I-215
INTERSTATE-215	-NORTHBOUND OFFRAMP RIGHT TURN LANE -SOUTHBOUND OFFRAMP LEFT TURN LANE
TRAFFIC SIGNAL	-RETROFIT 2 EXISTING TRAFFIC SIGNALS

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PLOT DATE: 18-NOV-2009 JN 14923

HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS
PLACENTIA AVENUE/INDIAN AVENUE

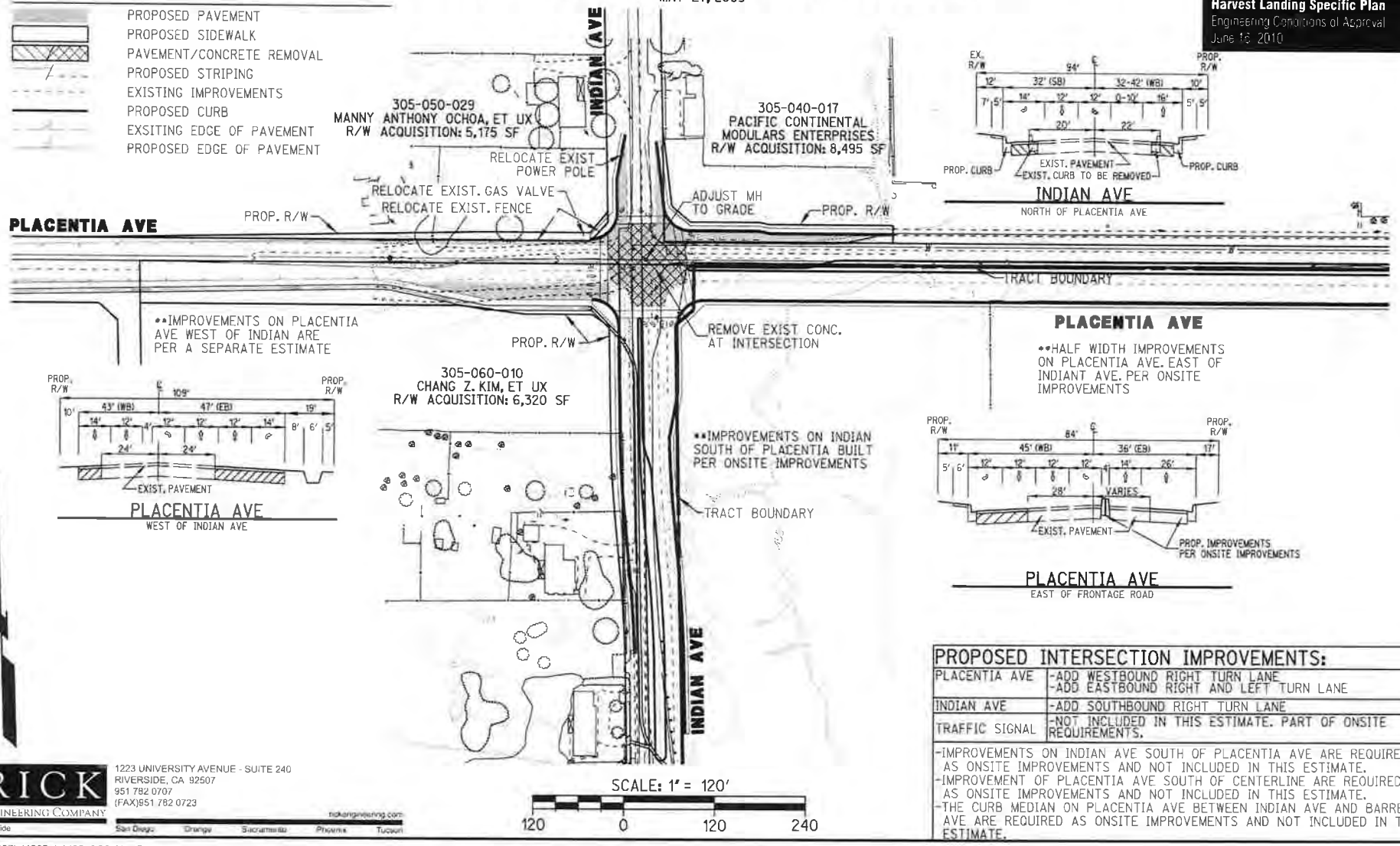
MAY 27, 2009

Exhibit H

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010

LEGEND:

- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PAVEMENT/CONCRETE REMOVAL
- PROPOSED STRIPING
- EXISTING IMPROVEMENTS
- PROPOSED CURB
- EXSITING EDGE OF PAVEMENT
- PROPOSED EDGE OF PAVEMENT



PROPOSED INTERSECTION IMPROVEMENTS:	
PLACENTIA AVE	-ADD WESTBOUND RIGHT TURN LANE -ADD EASTBOUND RIGHT AND LEFT TURN LANE
INDIAN AVE	-ADD SOUTHBOUND RIGHT TURN LANE
TRAFFIC SIGNAL	-NOT INCLUDED IN THIS ESTIMATE. PART OF ONSITE REQUIREMENTS.

-IMPROVEMENTS ON INDIAN AVE SOUTH OF PLACENTIA AVE ARE REQUIRED AS ONSITE IMPROVEMENTS AND NOT INCLUDED IN THIS ESTIMATE.
-IMPROVEMENT OF PLACENTIA AVE SOUTH OF CENTERLINE ARE REQUIRED AS ONSITE IMPROVEMENTS AND NOT INCLUDED IN THIS ESTIMATE.
-THE CURB MEDIAN ON PLACENTIA AVE BETWEEN INDIAN AVE AND BARRETT AVE ARE REQUIRED AS ONSITE IMPROVEMENTS AND NOT INCLUDED IN THIS ESTIMATE.

SCALE: 1" = 120'

120 0 120 240

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PLOT DATE: 18-NOV-2009 JN 14923

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PHASE 1 - OFFSITE
INTERSECTION IMPROVEMENTS

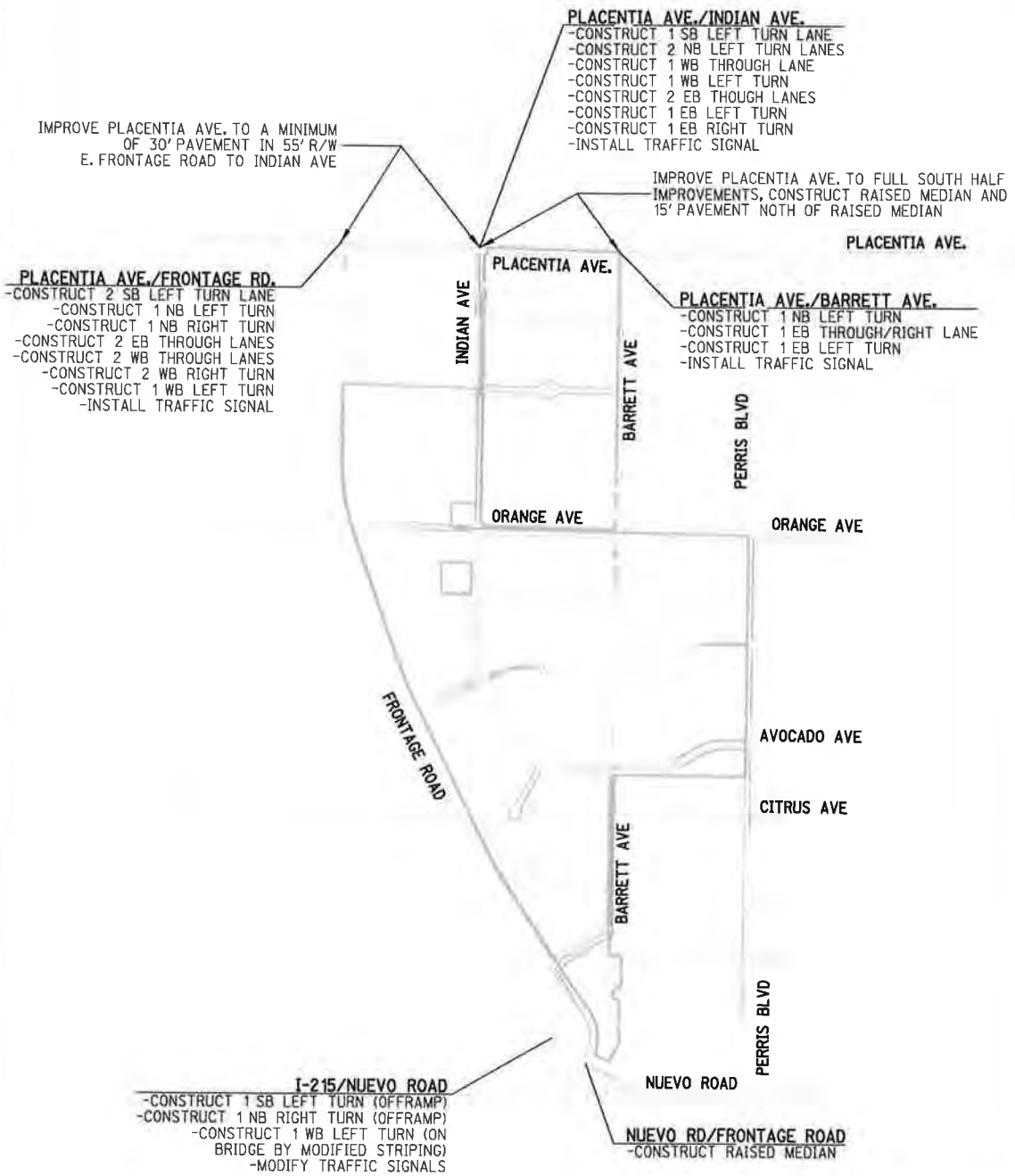

Exhibit I

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010

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PHASE 1 - OFFSITE
INTERSECTION IMPROVEMENTS

SCALE: 1"=1000' | DATE: APRIL 8, 2010

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PLOT DATE: 29-MAR-2011 JN 14923

HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS
PERRIS BOULEVARD/NUEVO ROAD

MAY 27, 2009

Exhibit J

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010

LEGEND:

- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PAVEMENT/CONCRETE REMOVAL
- PROPOSED STRIPING
- EXISTING IMPROVEMENTS
- PROPOSED CURB
- EXIST. EDGE OF PAVEMENT
- PROP. EDGE OF PAVEMENT

(NW) INTERSECTION IMPACTS
-EX CATCH BASIN TO BE RELOCATED
-REMOVAL OF EX. PARKWAY ADJACENT TO RITE-AIDE
-RETAINING WALL REQUIRED
-8 FOOT SEPARATION BETWEEN CURB ON PERRIS BLVD. AND CURB ON DRIVE THROUGH

320-260-001
EXXON MOBILE CORP.

305-240-023
PACIFIC COSTANZO
RITE AID
R/W ACQUISITION: 2420 SF

EXISTING MOBIL STATION CANOPY

EXIST. DRIVE THRU CURB

RELOCATE STREET LIGHT

RELOCATE FH

RELOCATE EXISTING TELEPHONE MANHOLES

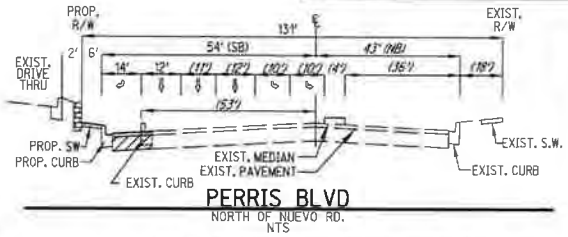
RELOCATE PULL BOX

RELOCATE POWER POLE

RELOCATE WATER VALVE

RELOCATE ELECTRIC MH

RELOCATE EXIST. STREET LIGHT



PERRIS BLVD
NORTH OF NUEVO RD.
NTS

(NE) INTERSECTION IMPACTS
-LANDSCAPE BUFFER BETWEEN NUEVO RD. AND EX. GAS STATION WILL BE REDUCED.

NUEVO ROAD

EXISTING GAS STATION

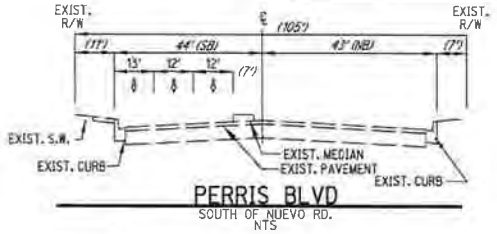
311-050-031
VAHID VAZIRIAN

RESTRIPE PERRIS BLVD.

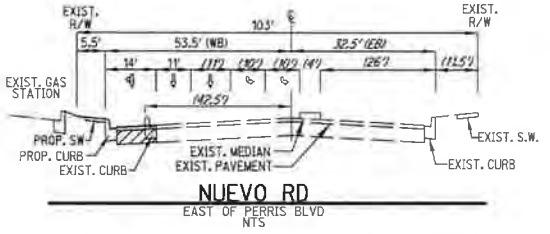
PERRIS HIGH SCHOOL
PARKING LOT

311-350-039
RUBIO HOLDINGS,
ET. AL.

PERRIS BLVD.



PERRIS BLVD
SOUTH OF NUEVO RD.
NTS



NUEVO RD
EAST OF PERRIS BLVD
NTS

SCALE: 1" = 120'

120 0 120 240

PROPOSED INTERSECTION IMPROVEMENTS:	
NUEVO ROAD	-ADD WESTBOUND COMBO THROUGH/RIGHT TURN LANE
PERRIS BLVD.	-SOUTHBOUND THROUGH LANE -RESTRIPE PERRIS BLVD SOUTH OF NUEVO ROAD
TRAFFIC SIGNAL	-RETROFIT EXISTING TRAFFIC SIGNAL

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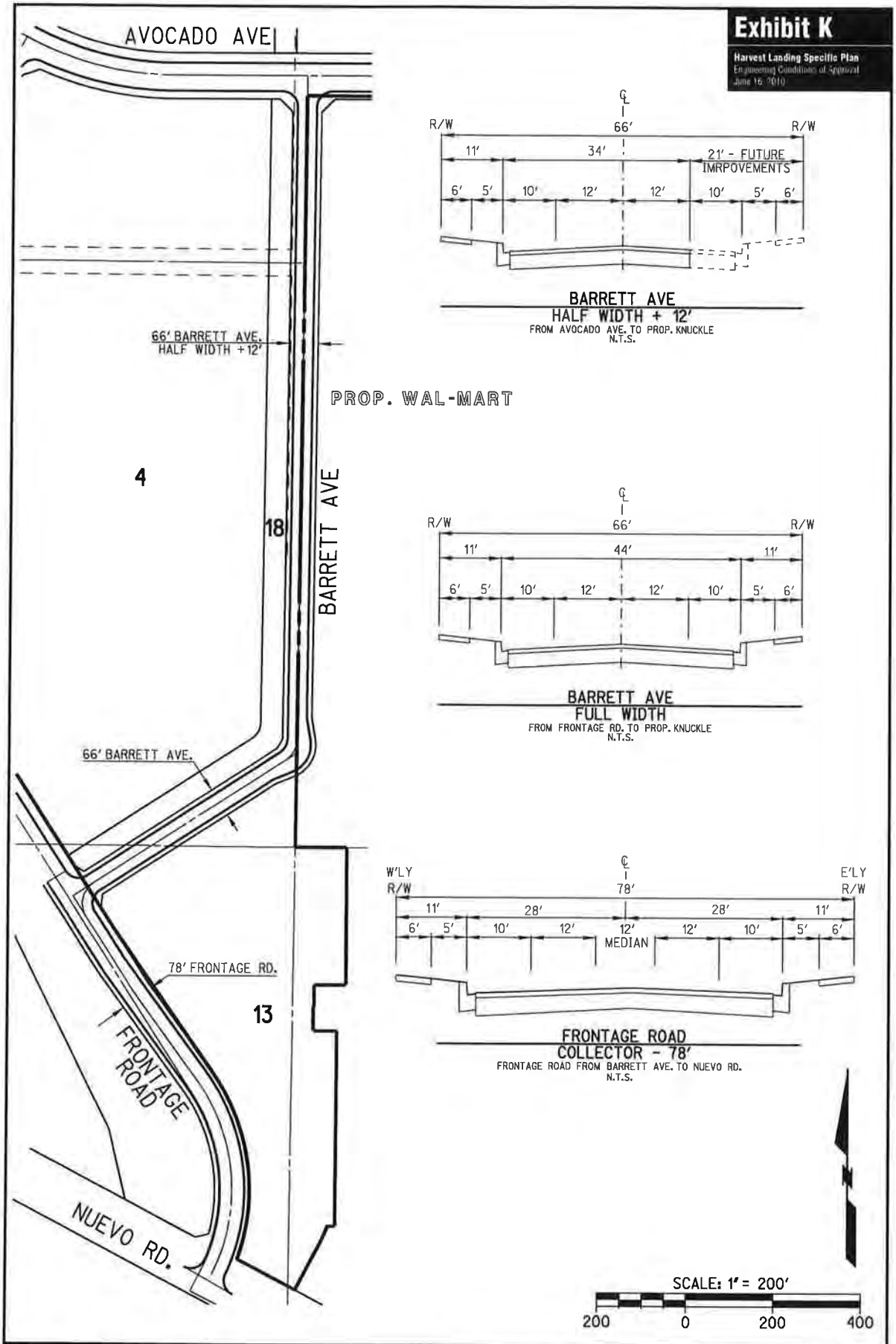
PLOT DATE: 18-NOV-2009 JN 14923

Exhibit K

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 15, 2010



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BARRETT AVENUE IMPROVEMENTS

SCALE: 1"=200' | DATE: 5/10/2010

G:\14923\14923xbt130_Barrett_Ave_COA_Exhibit.dgn

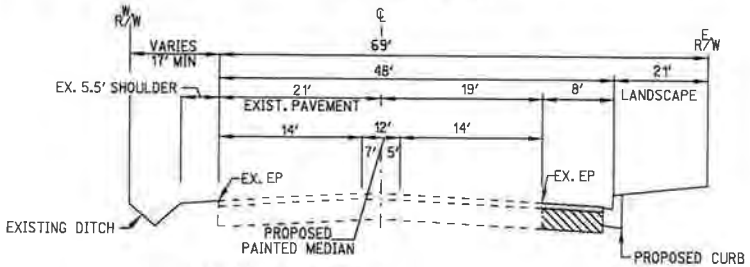
PLOT DATE: 29-MAR-2011 JN 14923

HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS
FRONTAGE ROAD
BETWEEN PLACENTIA AVENUE AND OLD SUNSET AVENUE

SEPTEMBER 8, 2009

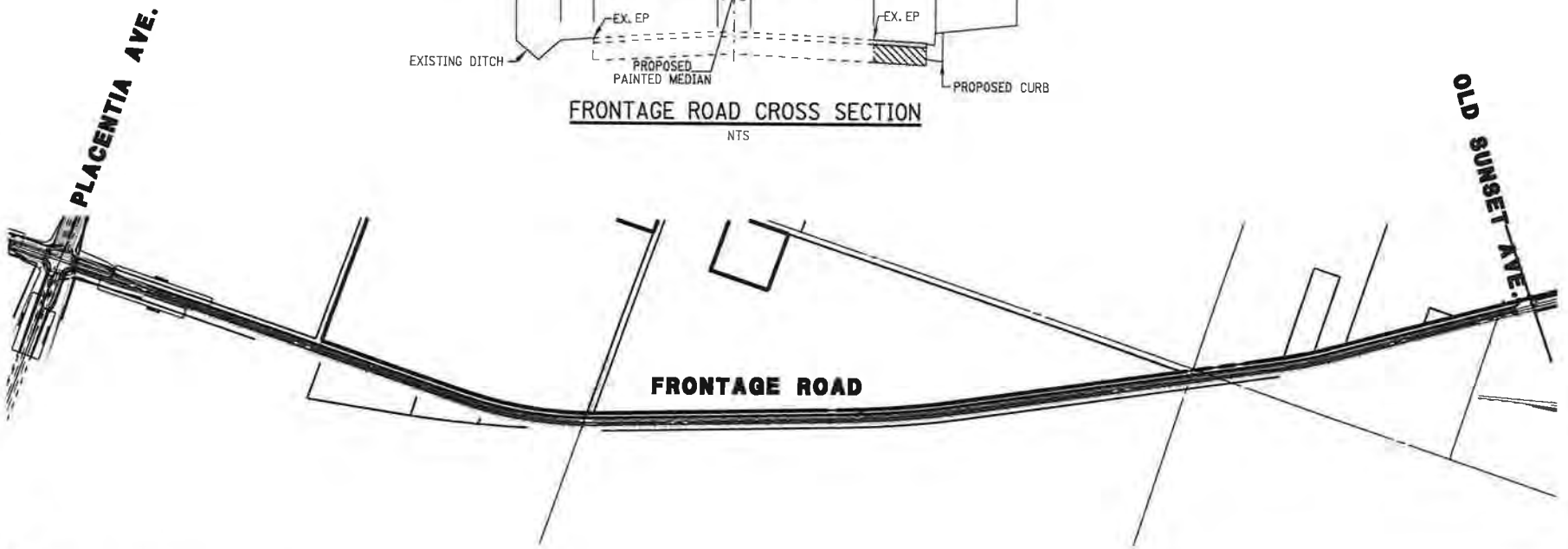
Exhibit L

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010



FRONTAGE ROAD CROSS SECTION

NTS



SCALE: 1" = 500'

500 0 500 1000

LEGEND:

- PROPOSED PAVEMENT
- PAVEMENT/CONCRETE REMOVAL
- PROPOSED STRIPING
- EXISTING IMPROVEMENTS
- PROPOSED CURB
- EXIST. EDGE OF PAVEMENT
- PROP. EDGE OF PAVEMENT

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PLOT DATE: 04-JUN-2010 JN 14923

HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS

PERRIS BOULEVARD/PLACENTIA AVENUE DETAIL

JULY 22, 2009

Exhibit M

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010

VIEW LOOKING WEST ON PLACENTIA AVE.
ADJACENT TO PROMINENT PROPERTIES BLDG.

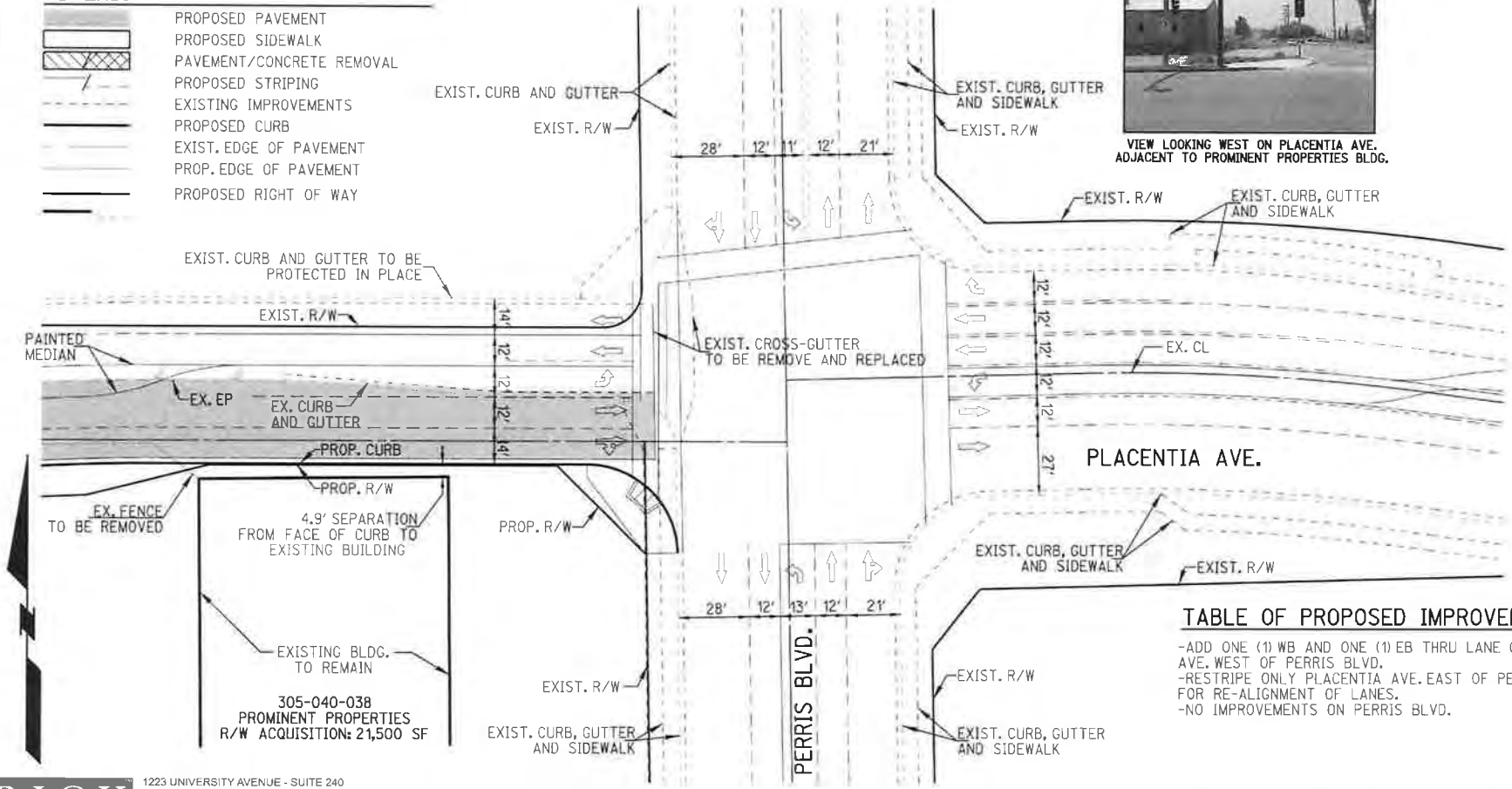

TABLE OF PROPOSED IMPROVEMENTS:

-ADD ONE (1) WB AND ONE (1) EB THRU LANE ON PLACENTIA AVE. WEST OF PERRIS BLVD.
-RESTRIPE ONLY PLACENTIA AVE. EAST OF PERRIS BLVD. FOR RE-ALIGNMENT OF LANES.
-NO IMPROVEMENTS ON PERRIS BLVD.

NOTE:

-THERE IS NO SIDEWALK PROPOSED ON PLACENTIA AVE ADJACENT TO THE EXISTING BUILDING.
-EXISTING UTILITIES AND POTENTIAL RELOCATIONS NOT SHOWN.

SCALE: 1" = 40'

40 0 40 80

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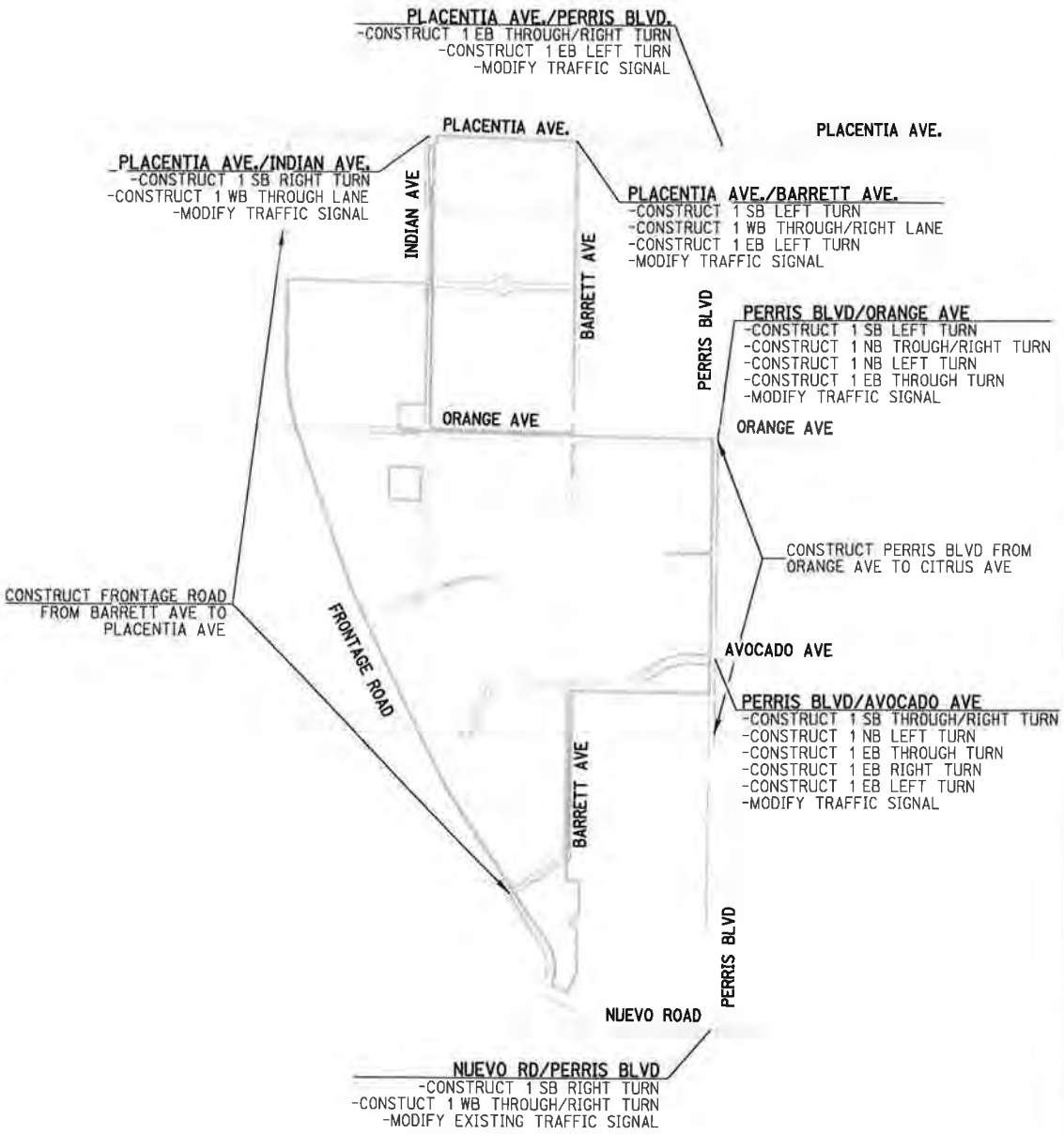
g:\14923\14923xbt117_Offsite_Placentia_Perris_Intersection_Detail.dgn

PLOT DATE: 18-NOV-2009 JN 14923

PHASE 2 - OFFSITE INTERSECTION IMPROVEMENTS

Exhibit N

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010



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Riverside
1223 UNIVERSITY AVENUE - SUITE 240
RIVERSIDE, CA 92507
951.782.0707
(FAX)951.782.0723
rickengineering.com
San Diego Orange Sacramento Phoenix Tucson

PHASE 2 - OFFSITE INTERSECTION IMPROVEMENTS

SCALE: 1"=1000' | DATE: APRIL 8, 2010

G:\14923\14923xbt128_Phased_Intersection_Improvements.dgn

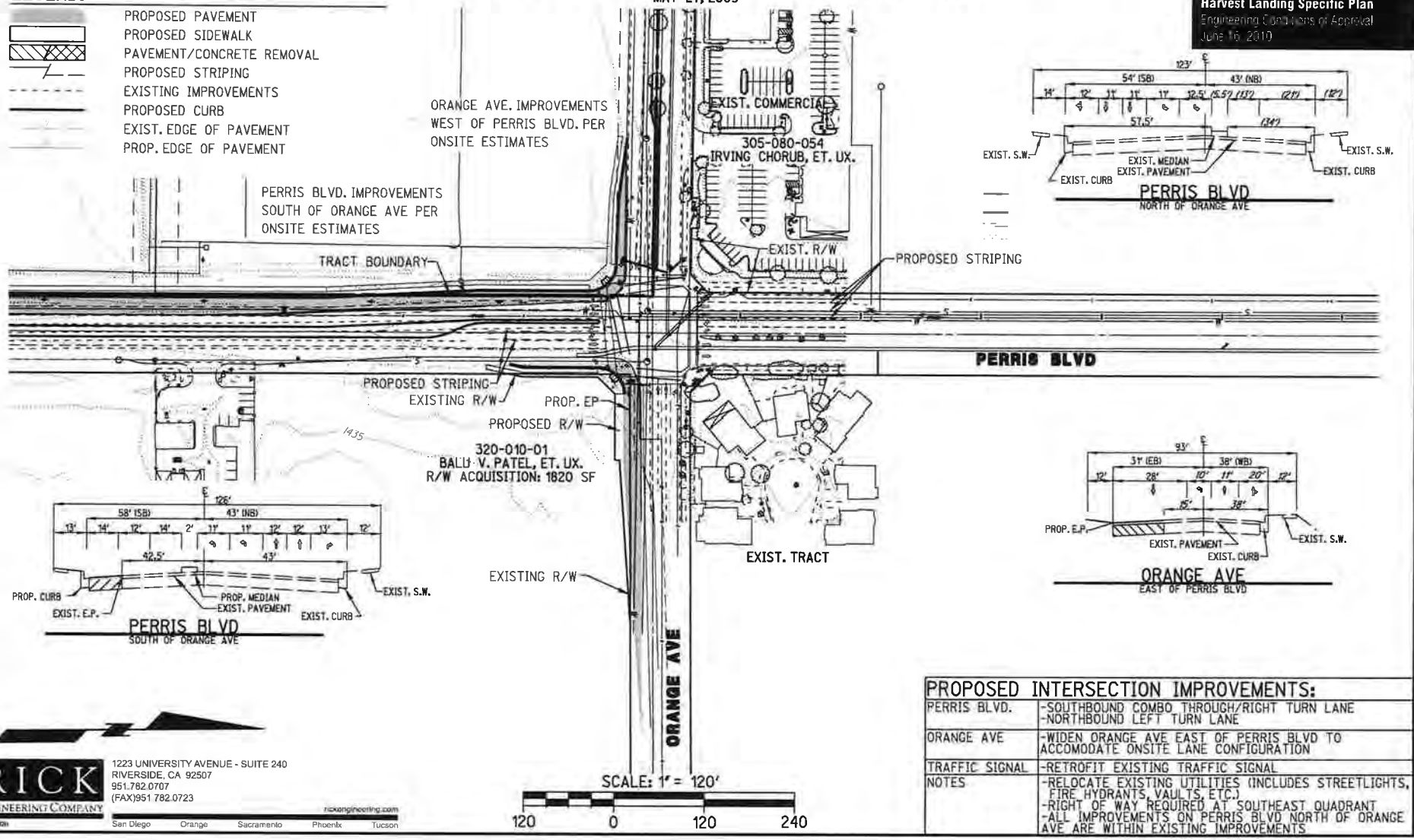
PLOT DATE: 29-MAR-2011 JN 14923

HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS
PERRIS BOULEVARD/ORANGE AVENUE

MAY 27, 2009

Exhibit O

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010



PROPOSED INTERSECTION IMPROVEMENTS:	
PERRIS BLVD.	-SOUTHBOUND COMBO THROUGH/RIGHT TURN LANE -NORTHBOUND LEFT TURN LANE
ORANGE AVE	-WIDEN ORANGE AVE EAST OF PERRIS BLVD TO ACCOMODATE ONSITE LANE CONFIGURATION
TRAFFIC SIGNAL	-RETROFIT EXISTING TRAFFIC SIGNAL
NOTES	-RELOCATE EXISTING UTILITIES (INCLUDES STREETLIGHTS, FIRE HYDRANTS, VAULTS, ETC.) -RIGHT OF WAY REQUIRED AT SOUTHEAST QUADRANT -ALL IMPROVEMENTS ON PERRIS BLVD NORTH OF ORANGE AVE ARE WITHIN EXISTING IMPROVEMENTS

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g:\14923\14923xbt108_Offsite_Perris_Orange_Intersection3.dgn

PLOT DATE: 18-NOV-2009 JN 14923

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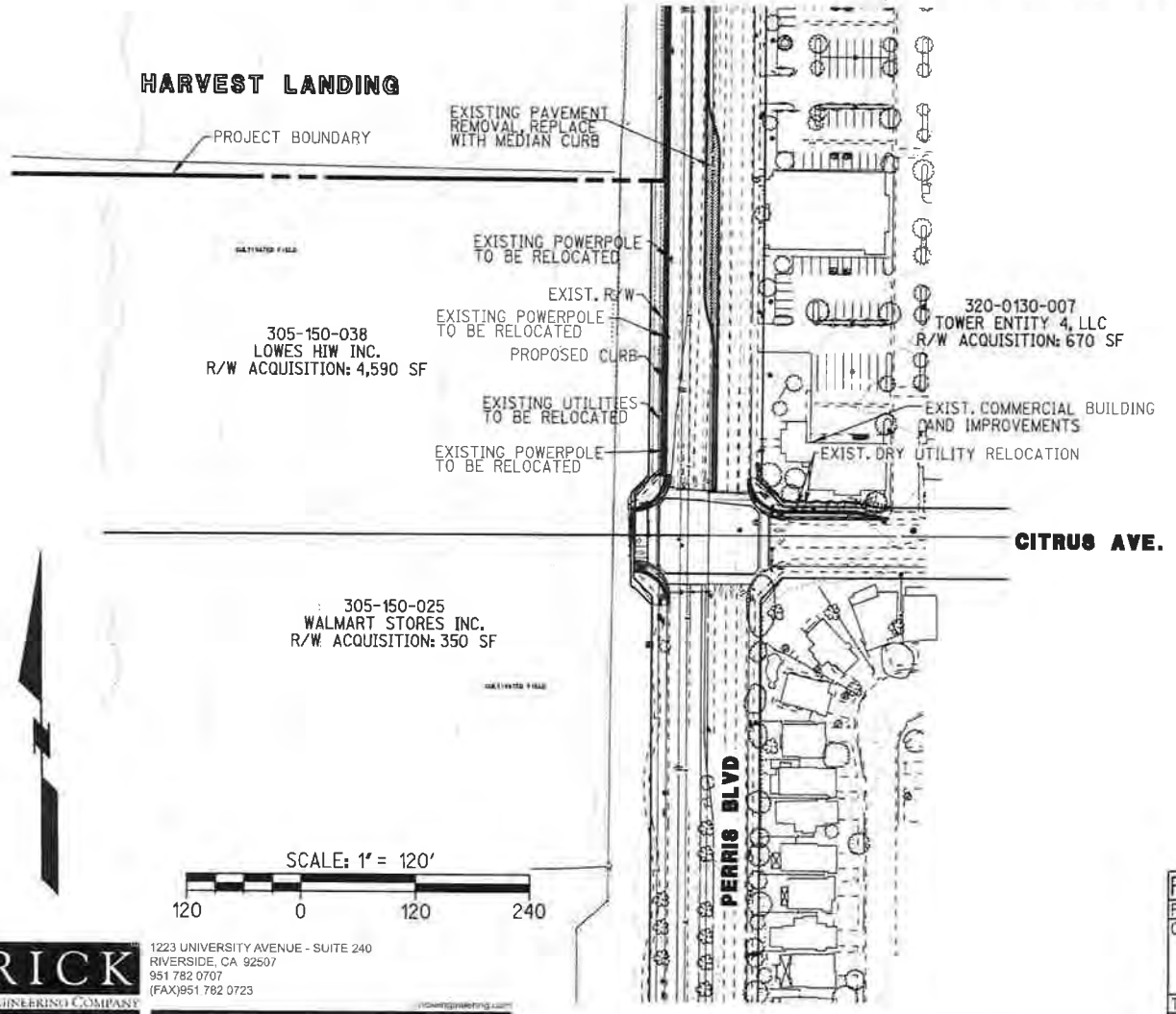
HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS
PERRIS BOULEVARD/CITRUS AVENUE

MAY 27, 2009

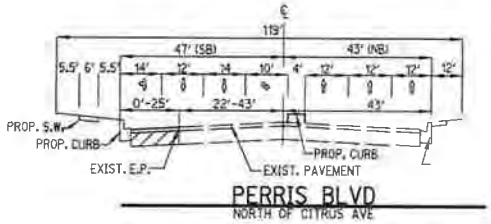
Exhibit P

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010

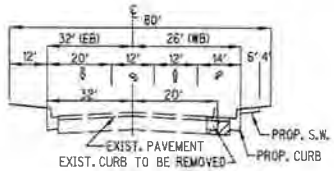


LEGEND:

- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PAVEMENT/CONCRETE REMOVAL
- PROPOSED STRIPING
- EXISTING IMPROVEMENTS
- PROPOSED CURB
- EXIST. EDGE OF PAVEMENT
- PROP. EDGE OF PAVEMENT



PERRIS BLVD
NORTH OF CITRUS AVE.



CITRUS AVE
EAST OF PERRIS BLVD

PROPOSED INTERSECTION IMPROVEMENTS:	
PERRIS BLVD.	-ADD SOUTHBOUND LEFT TURN LANE
CITRUS AVENUE	-ADD EASTBOUND RIGHT TURN LANE -ADD EASTBOUND THROUGH LANE -ADD EASTBOUND LEFT TURN LANE -ADD WESTBOUND THROUGH LANE
TRAFFIC SIGNAL	-RETROFIT EXISTING TRAFFIC SIGNAL
NOTES	-EXTEND ULTIMATE IMPROVEMENTS FROM PROJECT BOUNDARY TO CITRUS AVE.

RICK ENGINEERING COMPANY
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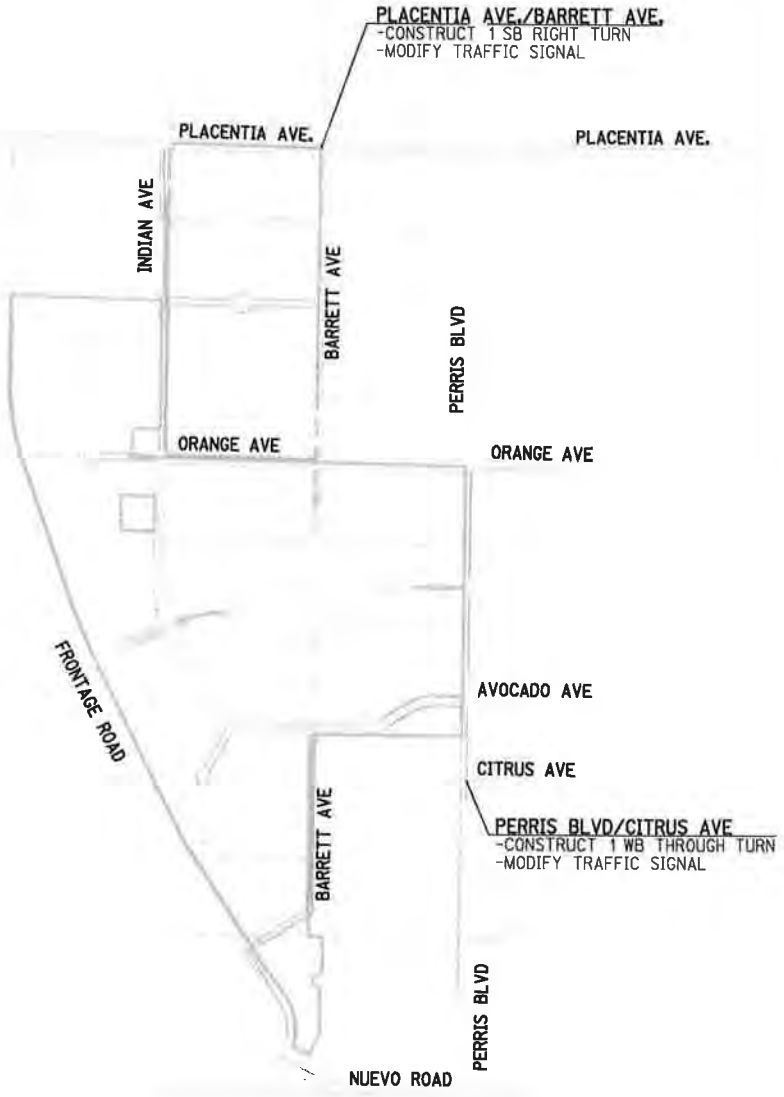
g:\14923\14923xbt109_Offsite_Perris_Citrus_Intersection.dgn

PLOT DATE: 18-NOV-2009 JN 14923

PHASE 3 - OFFSITE
INTERSECTION IMPROVEMENTS

Exhibit Q

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 15, 2010



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rickengineering.com

PHASE 3 - OFFSITE
INTERSECTION IMPROVEMENTS

SCALE: 1"=1000'

DATE: APRIL 8, 2010

G:\14923\14923xbt128_Phased_Intersection_Improvements.dgn

PLOT DATE: 29-MAR-2011 JN 14923

WARREN D. WILLIAMS
General Manager-Chief Engineer

1995 MARKET STREET
RIVERSIDE, CA 92501
951.955.1200
FAX 951.788.9965
www.floodcontrol.co.riverside.ca.us
117764_4

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

February 1, 2008

PERRIS
FEB 2008
PLANNING DIVISION

Mr. Brad Eckhardt
City of Perris
Planning Department
101 North "D" Street
Perris, CA 92570

Dear Mr. Eckhardt:

Re: Tentative Tract Map 35103 (07-07-0034)

The District does not normally recommend conditions for land divisions or other land use cases in incorporated Cities. The District also does not plan check City land use cases or provide State Division of Real Estate letters or other flood hazard reports for such cases. District comments/recommendations for such cases are normally limited to items of specific interest to the District including District Master Drainage Plan facilities, other regional flood control and drainage facilities which could be considered a logical component or extension of a master plan system, and District Area Drainage Plan fees (development mitigation fees). In addition, information of a general nature is provided.

The District has not reviewed the proposed project in detail and the following comments do not in any way constitute or imply District approval or endorsement of the proposed project with respect to flood hazard, public health and safety, or any other such issues:

- This project involves District Master Plan Facilities, namely Perris Valley MDP Laterals K-16, K-19, K-20, K-21, K-22, K-23, K-24, Line K from Barrett Avenue to Medical Center Drive and Line H from the 215 Freeway to an adequate outlet. The District will accept ownership of such facilities on written request of the City. Facilities must be constructed to District standards, and District plan check and inspection will be required for District acceptance. Plan check, inspection and administrative fees will be required.(see Attachment "A")

- The District has initiated a review of the hydrology study for the project. The project proposes to divert flows from the Line J system to the Line K system. It should be noted that as an alternative to this diversion, the developer may consider constructing the portion of Lateral J-9 that would convey a portion of the offsite flows west of the 215 to the Line J system as proposed per the MDP. The portion of Lateral J-9 would be an extension of Lateral J-9, Stage 2, Drawing No. 4-921 (soon to be under construction). The project is also proposing to change the alignment and sizes of the several MDP facilities. Any proposed changes to the MDP should be submitted to the Project Planning Section of the District for review. If the changes are in substantial conformance with the District's adopted MDP the developer may request an administrative update to the MDP.

- This project is located within the limits of the District's Perris Valley Area Drainage Plan for which drainage fees have been adopted; applicable fees should be paid by cashier's check or money order only to the Flood Control District or City prior to issuance of grading permits. Fees to be paid should be at the rate in effect at the time of issuance of the actual permit.

- An encroachment permit shall be obtained for Perris Valley MDP Lateral K-14, Line K, and Line J and any construction related activities occurring within District right of way or facilities. For further information, contact the District's encroachment permit section at 951.955.1266.

ATTACHMENT "A"

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

FACILITY ACCEPTANCE REQUIREMENTS

Re: TTM 35103

If the City desires the District to accept ownership and responsibility for the operation and maintenance of drainage facilities, excluding all catch basin inlets and connector pipes within the City right of way, the drainage facility shall be constructed to District design and maintenance standards. District plan check and inspection will be required. Plans and calculations submitted to the District shall include a completed Flood Control Deposit Based Worksheet and the appropriate plan check fee deposit. The worksheet can be found at http://www.co.riverside.ca.us/depts/flood/developmentreview in .pdf format.

The following five items must be accomplished prior to starting construction of the drainage facility:

1) The developer shall submit to the District the preliminary title reports, plats and legal descriptions for all right of way to be conveyed to the District and secure that right of way to the satisfaction of the District.
2) A three party agreement between the City, District and Developer must be executed which establishes the terms and conditions of inspection, operation and maintenance. An application to draw up an agreement must be submitted to the attention of Imad Guirguis of the District's Administrative Services Section. The agreement application may be found at the same URL mentioned above.
3) Approved plans for the facility must be signed by the District's General Manager-Chief Engineer. The plans cannot be signed prior to execution of the agreement.
4) All regulatory permits (and any attachments thereto such as Habitat Mitigation and Monitoring Plans, Conservation Plans/Easements) to be secured by the Developer shall be submitted to the City and District for review and approval.
5) The applicant shall show written proof of compliance with the Multiple Species Habitat Conservation Plan (MSHCP) for any drainage facilities the applicant proposes to be maintained by the District. All applicable CEQA and MSHCP documents and permits shall address the construction, operation and maintenance of all onsite and offsite drainage facilities.

AM:blj

GENERAL INFORMATION

This project may require a National Pollutant Discharge Elimination System (NPDES) permit from the State Water Resources Control Board. Clearance for grading, recordation or other final approval should not be given until the City has determined that the project has been granted a permit or is shown to be exempt.

If this project involves a Federal Emergency Management Agency (FEMA) mapped flood plain, then the City should require the applicant to provide all studies, calculations, plans and other information required to meet FEMA requirements, and should further require that the applicant obtain a Conditional Letter of Map Revision (CLOMR) prior to grading, recordation or other final approval of the project, and a Letter of Map Revision (LOMR) prior to occupancy.

If a natural watercourse or mapped flood plain is impacted by this project, the City should require the applicant to obtain a Section 1601/1603 Agreement from the California Department of Fish and Game and a Clean Water Act Section 404 Permit from the U.S. Army Corps of Engineers, or written correspondence from these agencies indicating the project is exempt from these requirements. A Clean Water Act Section 401 Water Quality Certification may be required from the local California Regional Water Quality Control Board prior to issuance of the Corps 404 permit.

Very truly yours,

DALE V. ANDERSON
Senior Civil Engineer

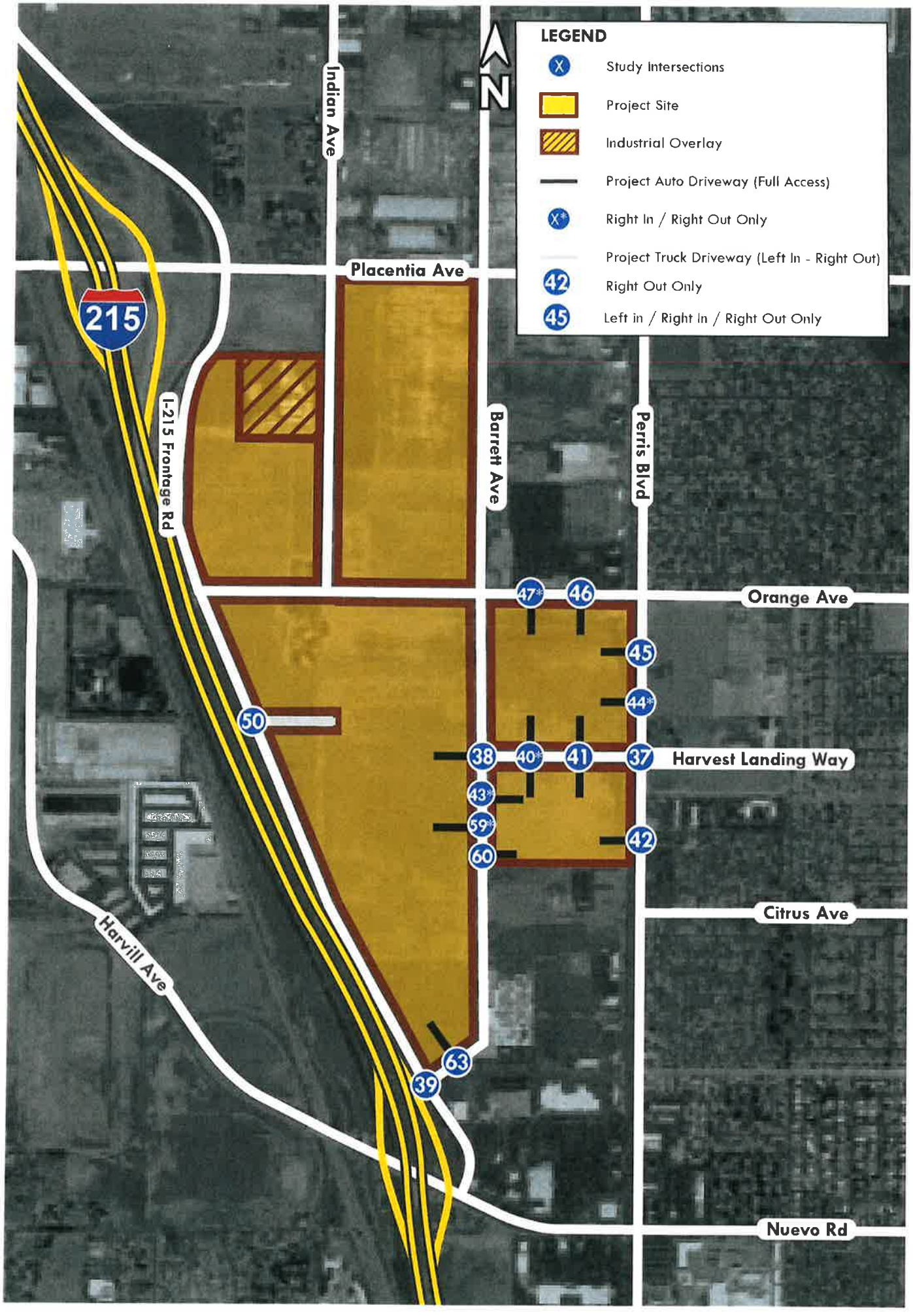
Enclosure - Attachment "A"

c: Riverside County Planning Department
Attn: David Mares
Tri-Lake Consultants
Attn: Habib Motlagh

DLH:blj

REVISED EXHIBIT E

NUMBERED INTERSECTIONS/DRIVEWAYS


LEGEND
Study Intersections
Project Site
Industrial Overlay
Project Auto Driveway (Full Access)
Right In / Right Out Only
Project Truck Driveway (Left In - Right Out)
Right Out Only
Left In / Right In / Right Out Only
N
Indian Ave
Placentia Ave
215
I-215 Frontage Rd
Barrett Ave
Perris Blvd
Orange Ave
Harvest Landing Way
Citrus Ave
Nuevo Rd
Harvill Ave
47*
46
45
44*
50
38
40*
41
37
43*
59*
60
42
63
39

CITY OF PERRIS

ENGINEERING DEPARTMENT

CONDITIONS OF APPROVAL

Revised at Planning Commission December 17, 2025
~~December 11, 2025~~
Harvest Landing Phase 2
PLN22-05251 – TPM 38810 - Financing Map

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the developer/property owner provides 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 elements, traveled ways, right-of-way, and drainage courses with appropriate Q's and their omission may require the site plan to be resubmitted 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 conditioned 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 the Planning Department and others, and requirements identified in the approved Traffic Impact Analysis, the most stringent in the City's opinion shall prevail.

General Conditions:

1. These conditions pertain to the proposed project site attached as **(Revised)** Exhibit A. These conditions are subject to change and new analyses may be necessary if 1) there is any change to the proposed project site or 2) Planning Commission or City Council recommends/approves any of the other EIR alternatives or 3) determined by the Planning Department and City Engineer.

2. Tentative Parcel Map 38810 is for Financing and Conveyance Purposes only. No permits will be issued as part of the approval of the Financing Map.

3. Development of individual parcels shall be subject to subsequent review of each parcel and subject to specific Conditions of Approval. Site layout, access, drainage pattern and conveyance, shall be reviewed and approved by the City, EMWD and RCFCD at the Development Review Stage.

4. The map title shall specify "For Financing and Conveyance Purposes Only".

Prior to Recordation of the Financing Parcel Map:

5. The financing parcel map shall be filed with the City and processed for review, approval, and subsequent recordation.

6. The following easements and/or rights-of-way shall be offered for dedication to the public or other appropriate agencies in perpetuity and shall continue in force until the City or the appropriate agency accepts or abandons such offers, as determined and approved by the Planning Department, Public Works Department, and the City Engineer:

   a. Frontage Road is classified as a ~~Major Collector~~ **Secondary Arterial** (105'/86') between Orange Avenue and the Specific Plan limits. Adequate right-of-way shall be dedicated on Frontage Road between Orange Avenue and the Specific Plan limits to accommodate a 105-foot full width dedicated right-of-way as determined and approved by Planning Department, Public Works Department and the City Engineer. ~~An additional 3-foot wide easement shall be dedicated to accommodate the 10-foot wide shared use trial.~~

   b. Orange Avenue is classified as a Secondary Arterial (112'/84') between Barrett Avenue and Frontage Road. Adequate right-of-way shall be dedicated on Orange Avenue between Barrett Avenue and Frontage Road to accommodate an 112-foot full width dedicated right-of-way as determined and approved by Planning Department, Public Works Department and the City Engineer.

   c. Indian Avenue is classified as a Secondary Arterial (94'/70') between Orange Avenue and Placentia Avenue. Adequate right-of-way shall be dedicated on Indian Avenue between Orange Avenue and Placentia Avenue to accommodate a 94-foot full width dedicated right-of-way as determined and approved by Planning Department, Public Works Department and the City Engineer.

   d. Indian Avenue is classified as a Modified Secondary Arterial (77'/53') the southerly limits of the MBU Overlay Area as shown on **(Revised)** Exhibit A to Placentia Avenue. Adequate right-of-way shall be dedicated on Indian Avenue along the frontage of the MBU overlay area as shown on **(Revised)** Exhibit A to accommodate a westerly 30-foot half width dedicated right-of-way and an easterly 47-foot half width dedicated right-of-way as determined and approved by Planning Department, Public Works Department and the City Engineer ~~until the school site has been relocated and a new development at the location is proposed. At which~~

~~time this condition will be null and void and condition 6.e. shall be followed.~~ **(This condition shall apply until the school site is relocated and a new development is proposed at that location, at which time Condition 6.c. shall apply and the condition 6.d. shall become null and void)**.

e. Barrett Avenue is classified as a Major Collector (78'/56') between Placentia Avenue and Frontage Road. Adequate right-of-way shall be dedicated on Barrett Avenue between Placentia Avenue and Orange Avenue to accommodate a 78-foot full width dedicated right-of-way as determined and approved by Planning Department, Public Works Department and the City Engineer.

f. Water Avenue is classified as a Local (60'/40') between Indian Avenue and the westerly limit of the existing school site. Adequate right-of-way shall be dedicated on Water Avenue to accommodate a 60-foot full width dedicated right-of-way as determined and approved by Planning Department, Public Works Department and the City Engineer ~~until the school site has been relocated and a new development at the location is proposed at which time this condition shall be null and void.~~ **(This condition shall apply until the school site is relocated and a new development is proposed at that location, at which time Water Avenue may be vacated and the condition 6.f. shall become null and void)**

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

h. Any easements required by EMWD shall be dedicated.

i. Any drainage easements needed shall be dedicated.

j. Basin area needed from RCFCD if required, shall be dedicated.

7. The developer/property owner acknowledges that the Eastern Municipal Water District (EMWD) conducts a separate review and conditioning process independent of the City's review and approval procedures. The developer/property owner understands that, as noted in typical EMWD Will Serve Letter, additional requirements for service from EMWD may include but are not limited to: plan checks, facility construction, inspections, jurisdictional annexation, and payment of financial participation charges. Therefore, to define EMWD requirements, the developer/property owner shall continue to coordinate with EMWD's Development Services Department to understand the necessary service arrangements and to prepare Facility Design Conditions (DCs), Recycled Water Use Plan/Exhibits (RWUP/RWUEs), including any City conditions related to concrete intersections or driveways that may require EMWD facilities or the extension of facilities beyond the concrete limits.

The developer/property owner further understands that the approved EMWD DCs must be obtained from EMWD prior to any plans being submitted to the City.

The developer/property owner shall work with EMWD to provide at a minimum the below facilities:

~~a. One 1.5 acre regional well treatment site.~~

a. The developer/property owner shall continue to coordinate in good faith with EMWD to facilitate the acquisition of property interests necessary for two groundwater well sites and potentially one regional groundwater treatment facility to serve the project and surrounding areas. Any property acquisition shall be subject to EMWD's standard due diligence, fair market appraisal based on existing entitlements and land uses, and the negotiation and execution of a separate purchase and sale agreement between EMWD and the developer/property owner. The final size, location, and configuration of the facilities shall be mutually agreed upon by EMWD and the developer/property owner through this process. Facilities generally consist of: (1) an approximately 0.5-acre well site which is south of the project, (2) an approximately 1.0-acre well site within the project with a minimum 2,000-foot separation from the southern well site, and (3) an approximately 1.5-acre regional groundwater treatment site to be identified during the design condition phase.

8. The developer/property owner acknowledges that the Riverside County Flood Control and Water Conservation District (RCFCD) conducts a separate review and conditioning process independent of the City's review and approval procedures. Therefore, to define RCFCD requirements, the developer/property owner shall continue to coordinate with RCFCD to obtain the future Conditions of Approval.

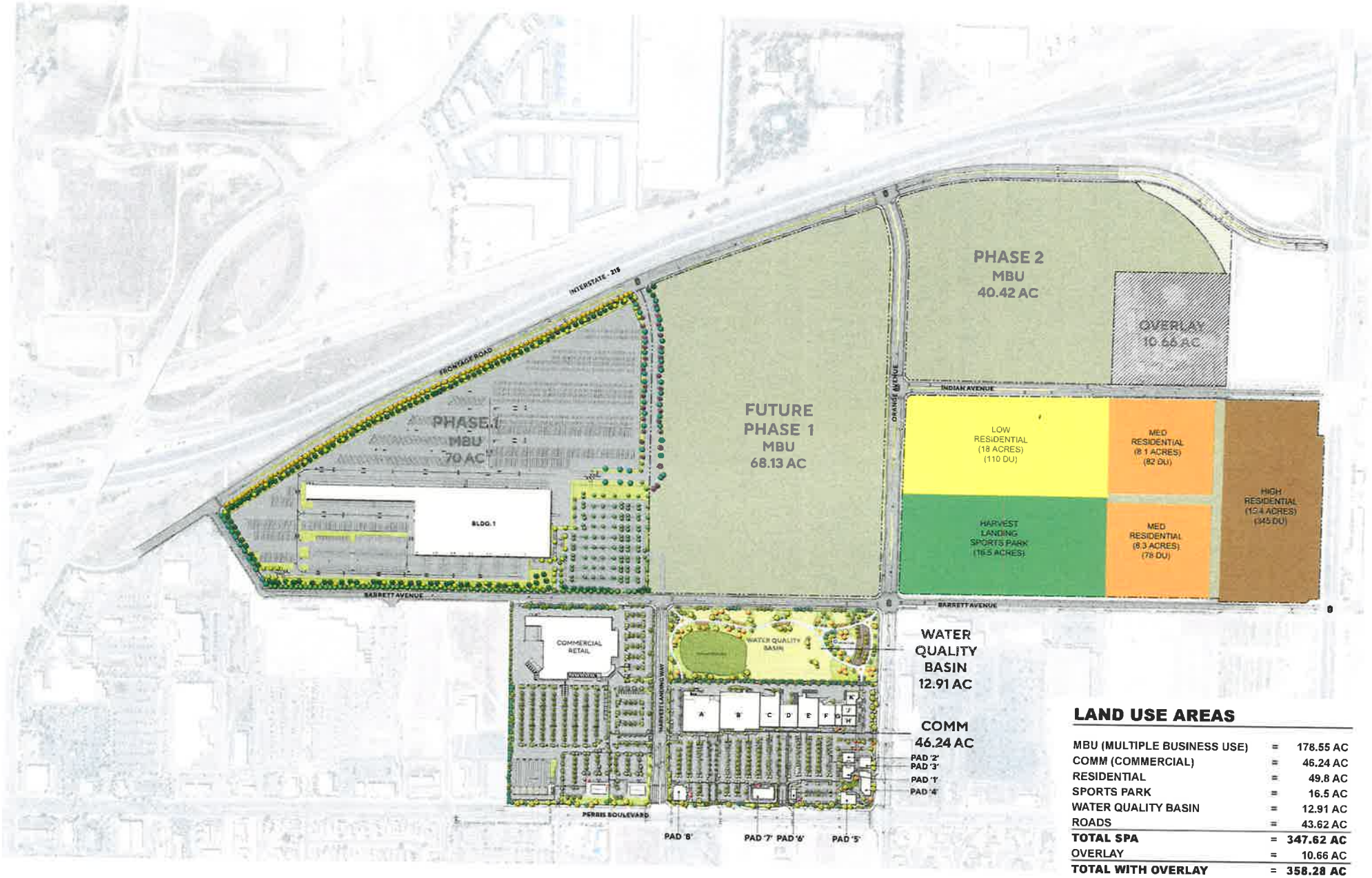
   The following drainage related conditions in addition to those stated above, in RCFCD letter dated February 1, 2008, and as conditioned in the previous engineering conditions dated April 28, 2011, Exhibit C, are requirements of this project. In case of conflict between the above and following requirements, the most stringent in the opinion of the City Engineer shall apply:

   a. If required by RCFCD, additional basin area shall be dedicated to RCFCD for the basins located south of Placentia Avenue.

Attachments
(Revised) Exhibit A – Proposed Project Site (Land Use)
(Revised) Exhibit B – Roadway Cross Sections
Exhibit C – Previous Engineering Conditions of Approval dated April 28, 2011

REVISED EXHIBIT A

PROPOSED PROJECT SITE (LAND USE)



LAND USE AREAS

MBU (MULTIPLE BUSINESS USE)	=	176.55 AC
COMM (COMMERCIAL)	=	46.24 AC
RESIDENTIAL	=	49.8 AC
SPORTS PARK	=	16.5 AC
WATER QUALITY BASIN	=	12.91 AC
ROADS	=	43.62 AC
TOTAL SPA	=	**347.62 AC**
OVERLAY	=	10.66 AC
TOTAL WITH OVERLAY	=	**358.28 AC**

HARVEST LANDING RETAIL CENTER & BUSINESS PARK

PERRIS, CA

CONCEPTUAL MASTER PLAN

Architecture Design Relationships

A1

REVISED EXHIBIT B

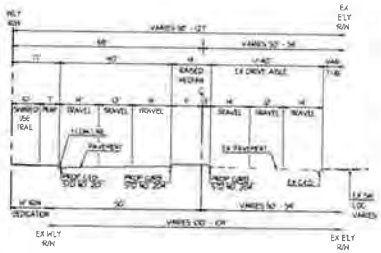
ROADWAY CROSS SECTIONS

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

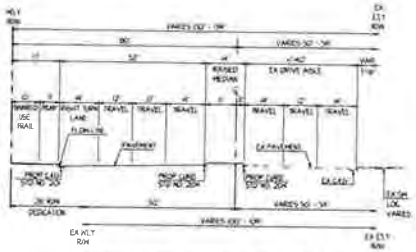
HARVEST LANDING RETAIL CENTER & BUSINESS PARK

PROPOSED STREET SECTIONS

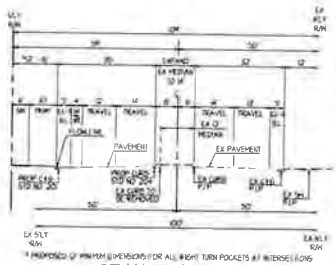
TENTATIVE PARCEL MAPS 38810 & 38811



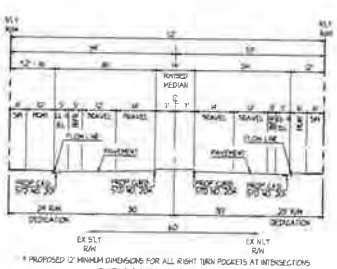
PERRIS BOULEVARD
PRIMARY ARTERIAL
(1R/90)



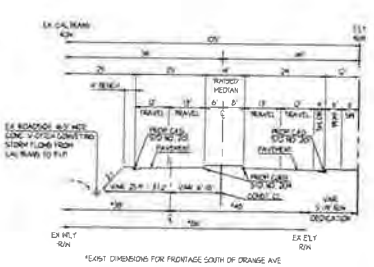
EXPANDED PERRIS BOULEVARD
PRIMARY ARTERIAL
(86/120)



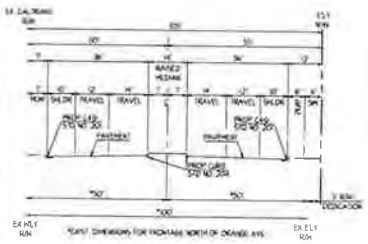
ORANGE AVENUE
(PERRIS BLVD - BARRETT AVE)
SECONDARY ARTERIAL
(104/88)



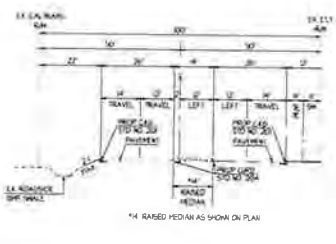
ORANGE AVENUE
(BARRETT AVE - FRONTAGE RD)
SECONDARY ARTERIAL
(112/84)



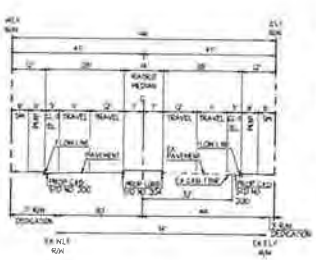
FRONTAGE ROAD
(BARRETT AVE - ORANGE AVE)
SECONDARY ARTERIAL
(105/88)



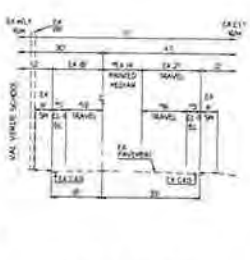
FRONTAGE ROAD
(ORANGE AVE - LIMITS OF TPM 38810)
SECONDARY ARTERIAL
(105/86)



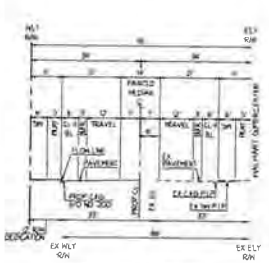
FRONTAGE ROAD
(LIMITS OF TPM 38810 - PLACENTIA AVE)
SECONDARY ARTERIAL
(100/86)



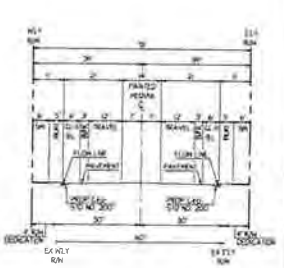
INDIAN AVE
(ORANGE - VAL VERDE SCHOOL)
SECONDARY ARTERIAL
(84/100)



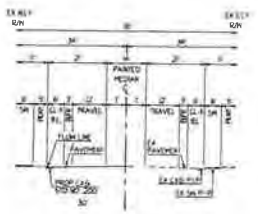
* PROPOSED RE STRIPING OF EXISTING ROADWAY
PROP INDIAN AVE
(VAL VERDE SCHOOL - PLACENTIA AVE)
SECONDARY ARTERIAL
(74/100)



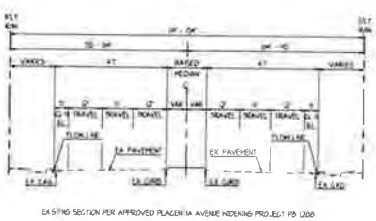
BARRETT AVE
(FRONTAGE RD. - NLY WALMART DWY)
MAJOR COLLECTOR
(78/156)



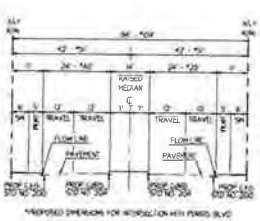
BARRETT AVE
(NLY WALMART DWY - ORANGE AVE)
MAJOR COLLECTOR
(78/156)



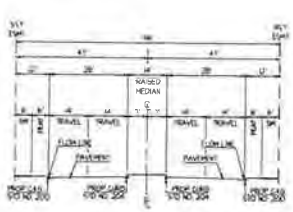
BARRETT AVE
(ORANGE AVE - PLACENTIA AVE)
MAJOR COLLECTOR
(78/156)



EXISTING SECTION PER APPROVED PLACENTIA AVENUE WIDENING PROJECT PP 1288
PLACENTIA AVENUE
ARTERIAL



*PROPOSED DIMENSIONS FOR INTERSECTION WITH PERRIS BLVD
HARVEST LANDING WAY
MODIFIED COLLECTOR
(84/62)



PRIVATE DRIVE "A"
SECONDARY ARTERIAL
(44/100)

CITY OF PERRIS

HARVEST LANDING RETAIL CENTER & BUSINESS PARK
PROPOSED STREET SECTIONS
TENTATIVE PARCEL MAP 38810 & 38811

FMCIVIL ENGINEERING INC.
24440 TECHNOLOGY DRIVE, SUITE 306
MURRIETA | CA 92563
951.678.0001 - FMCIVIL.COM

SHEET 1 OF 1 SHEETS

EXHIBIT C

PREVIOUS ENGINEERING CONDITIONS OF
APPROVAL DATED APRIL 28, 2011

CITY OF PERRIS

HABIB MOTLAGH, CITY ENGINEER

CONDITIONS OF APPROVAL

P8-1019
April 22, 2008, Revised January 12, 2009,
Revised October 26, 2009, Revised May 13, 2010, Revised June 9, 2010,
Revised June 16, 2010, Revised March 8, 2011, Revised march 9, 2011,
Revised April 28, 2011
Harvest Landing Specific Plan

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 dedication in accordance with the City of Perris Municipal Code Title 18. It is understood that the site plan, this map and specific plan documents 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 the map to be resubmitted for further consideration. These Ordinances and the following conditions are essential parts and requirement 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 conditioned per phase 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 conflict between the following conditions and those identified in the environmental report, the most stringent shall apply:

1. Drainage and flood control facilities and improvements shall be provided in accordance with Riverside County Flood Control and Water Conservation District and the City of Perris requirements and standards. The following drainage related conditions in addition to those stated in RCFC letter dated February 1, 2008 and shown on figure 3-21 of specific plan are the requirements of this project. In case of conflict between the above and following requirements, the most stringent in the opinion of the City Engineer shall apply:

    a. Onsite drainage facilities outletting sump conditions if approved by the City Engineer shall be designed to convey the tributary 100-year storm flows. Additional emergency escape for the storm flows shall also be provided.

b. The property's street and onsite grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area. No ponding or concentration of storm water to upstream and downstream properties shall be permitted without written permission of affected property owners. The minimum onsite gradient shall be 0.5%. In the case of widening or extending an existing roadway, the design and construction of the proposed improvements can match the existing gradient.

c. Drainage easements shall be obtained from the affected property owners for the release of concentrated or diverted storm flows onto the adjacent property. A copy of the drainage easement shall be submitted to the City for review prior to its recordation.

d. All drainage facilities with the exception of nuisance drainage improvements as indicated below shall be designed to convey the 100-year storm runoff.

e. A detailed hydrology report and hydraulic calculation shall be submitted to the City and RCFC for review and approval. The report shall address the offsite flow, accumulative onsite runoff and the impact to adjacent downstream properties.

f. All grading and drainage improvements shall comply with NPDES and Best Management Practices. Erosion control plans shall be prepared and submitted to Water Quality Board and the City of Perris as part of the grading plans.

g. Construction of drainage improvements (on and offsite) for individual phases shall be in a manner to prevent interim improvements with the exception of the temporary graded berm along Placentia Avenue and shall protect the site and adjoining properties from flooding as determined and approved by the City Engineer.

h. To understand the design criteria established by Flood Control for such facilities, all such improvement plans and drainage reports shall be reviewed and approved by RCFC and the City of Perris. The improvements shall include upgrade Line "K" to RCFC Master Plan Standards including the upgrades of crossing at Medical Center Drive and Perris Blvd and shall protect the site and adjoining properties from flooding as determined and approved by the City Engineer.

i. Construction nuisance drainage facilities including catch basins and minimum 18" RCP at all interior and exterior intersections to eliminate nuisance runoff from all cross gutters will be required.

j. The proposed landscaping along the street right-of-way including medians shall be designed and constructed to prohibit irrigation runoff from spilling over the adjacent roads.

k. The onsite basins shall be designed to meet RCFC standards and landscaped as approved by the Planning Department. The proposed grading of the "Lake" shall be done concurrent with construction of Phase 3 development. The proposed interim use of the Lake for drainage is prohibited.

l. Construction of onsite drainage facilities including the downstream facilities from the park site and upgrading of Line "K" as stated above is requirement of Phase I. Construction of all other onsite and offsite improvements as shown on Figure 3-21 of specific plan shall be requirements of Phases II and III including connection and upgrading of downstream master planned facilities along Line "K" up to Medical Center Drive.

m. Construction of a temporary berm along the north side of ***Lot 16*** ~~"A" Street~~ and easterly side of Indian Avenue shall be required to protect the Phase I Development from offsite drainage. The berm shall be at a minimum hydro seeded as approved by the Planning Department. Construction of a permanent landscape berm minimum of 50' southerly of the southern right-of-way of Placentia Avenue shall be required to protect Phase III of offsite flooding. Both temporary and permanent berm shall be designed and constructed with 3:1 minimum slope and proper access for maintenance. See Placentia Avenue Drainage Protection Berm Exhibit dated July 30, 2009 (Exhibit A) for more details. At the option of developers, the proposed Lot 1 of Tentative Map 35103 may be elevated to protect from offsite flooding.

2. Minimum 6' concrete sidewalks, handicap ramps, and driveways shall be installed pursuant to Riverside County and ADA Standards. All driveway approaches shall be constructed per Riverside County Standards for Commercial Driveway (Std. 207A) and comply with the ADA requirements. 5' wide sidewalks shall be permitted along local and private roads only. 8' wide meandering sidewalk shall be installed along Orange and Indian as shown on the specific plan.

3. Streetlights shall be installed along all perimeter and interior streets as approved by the City Engineer per Riverside County and Southern California Edison standards.

4. The proposed development is in the service area of Eastern Municipal Water District. The applicant shall provide water and sewer facilities to this development and comply with EMWD, Fire Department, and Health Department's requirements.

5. Prior to issuance of any permit, the developer shall sign the consent and waiver forms to join the Landscaping, Flood Control, Onsite Street Maintenance, and Lighting Districts. The developer shall maintain the landscaping for a period of one year after acceptance of these improvements and pay the 18-month advanced energy charges for streetlights. The Maintenance District shall include all onsite drainage facilities, basins, park, berm and lake, and other open spaces not maintained by HOA.

6. Existing power poles within the project site or along the project boundary (under 65kv), if any, shall be removed and cables undergrounded. All other utility poles, if any, shall be removed and utilities undergrounded.

7. On and offsite street, drainage, water, sewer, striping, signing, streetlight, grading and erosion control plans along with hydrology and hydraulic reports shall be submitted to the City Engineer's office for review and approval.

8. Access shall be restricted along Perris Blvd., Orange Avenue, Placentia Avenue, Indian Avenue, Frontage Road, Avocado Avenue except as sown on the specific plan and as approved by City during development of industrial phase.

9. All right-of-way necessary for construction of the drainage, the street and traffic improvements as identified above including any utility construction easements, not under Applicant's ownership, shall be acquired by the Applicant, at Applicant's sole cost. If Applicant is unsuccessful in negotiating any right-of-way acquisition with third party owners after a 30-day period, then City shall conduct the necessary analysis to determine in its sole discretion whether to attempt to acquire the right-of-way by exercise of its power of eminent domain; period, however, that nothing herein shall be deemed a prejudgment or commitment with respect to condemnation.

~~10. The existing irrigation wells shall be turned over to City of Perris pursuant to the terms of the development agreement.~~

~~11. The property owner shall reimburse the City Maintenance District the cost of pumping the water associated with the ongoing agricultural uses and the projects irrigation and lake demands.~~

12. This and other similar projects will impact the transportation infrastructure within the City of Perris. For this reason, the following transportation related improvements are required to mitigate the initial and the ongoing impact to the transportation facilities. These improvements must be installed prior to issuance of occupancy permits for individual phase:

a. Existing and proposed pavement along west side of Perris Blvd. adjacent to the project site shall meet with the structural section appropriate for traffic index of 10.5 otherwise, removed/replaced or upgrade as needed. Existing pavement adjacent to this site along west side at minimum shall be grind/overlay.

b. In addition to the following conditions, all transportation improvements identified in the attached exhibits shall be required prior to issuance of any occupancy permit. In the event of a conflict between the written engineering conditions and exhibits, the written engineering conditions shall govern.

Phase I

- Indian Avenue along both sides from Placentia Avenue to Orange Avenue shall be improved with various sections on both sides of centerline within dedicated right-of-way including 12-14' wide landscape median per Exhibit B dated May 10, 2010 and consisting of 2 sheets.

- Placentia Avenue from Barrett Avenue to Indian Avenue along south side shall be improved with minimum of 36' pavements, curb/gutter located 47' south of centerline with 64' half-width dedicated right-of-way including 14' wide landscaped median. Placentia Avenue along north side within the same reach shall be improved with a minimum of 15' of new pavement.

  Placentia Avenue from Indian to Frontage Road shall be improved with a minimum of 30' of pavement within dedicated right-of-way per Exhibit C dated May 27, 2009. The intersection of Placentia with Frontage Road shall be improved with a traffic signal and to provide for dedicated left turn lanes (all legs and directions) per Exhibit D dated May 27, 2009.

- Orange Avenue from Indian Avenue to Barrett Avenue shall be improved along both sides with minimum of 24' of paving, curb/gutter located 35' on either side of centerline within 112' full width dedicated right-of-way and 14' wide landscape median. Existing pavement along Orange Avenue from Barrett Avenue to Perris Blvd. shall be grind/overlay with minimum of 2" paving.

- "A" Street (collection) between Indian and Barrett Avenue shall be improved along both sides with minimum of 32' new pavement, curb/gutter located 22' on either side of centerline within 66' dedicated right-of-way. Additional utility easement shall be dedicated to City as required.

- Barrett Avenue from Placentia to Orange Avenue shall be improved along both sides (as needed) to provide for 36' of new pavement, curb/gutter located 20' on either side of centerline within 70' dedicated right-of-way per Exhibit E, dated June 2, 2010. Intersection of Barrett with Placentia and Orange Avenue shall be improved to provide for dedicated left/right turn lanes (all legs and directions) per Exhibit F dated May 27, 2009.

- Intersection of Frontage Road at Nuevo Road shall be reconfigured to eliminate left turn movements by installation of raised median per Exhibit G dated May 27, 2009.

- Sunset Avenue and Barrett Avenue from Frontage Road to northerly Phase I boundary shall be improved within dedicated right-of-way to provide for 36' wide pavement, curb, and gutter located 22' on either side of centerline with 66' dedicated right-of-way.

- Install traffic signal at intersection of Indian Avenue with Placentia Avenue and to include dedicated left and right lanes (all legs and directions) per Exhibit H dated May 27, 2009.

- I-215/Nuevo Interchange shall be improved per the Nuevo Road/I-215 Freeway Offsite Traffic Improvement Exhibit G dated May 27, 2009 and the following:

  The developer shall submit necessary plans to Caltrans to request for Design Exception to allow the existing Nuevo Bridge to be re-striped to add a single southbound left turn lane. Concurrently, plans for construction of the eastbound left turn lane from the southbound I-215 ramp and the right turn lane from the northbound ramp shall be submitted to Caltrans. If Caltrans approves the request for a design exception and issues an encroachment permit, the re-striping and construction of the eastbound left turn lane and eastbound right turn lane shall be completed prior to issuance of the first Certificate of Use and Occupancy for Harvest Landing.

  If Caltrans denies the design exception, then prior to recordation of the first non-financing Subdivision Map the applicant shall submit all necessary plans, specifications and cost estimates to Caltrans to widen the bridge to accommodate the single southbound left turn lane and to construct the eastbound left turn lane along the southbound ramp and the eastbound right turn lane from the northbound ramp. If Caltrans grants the permit within 12 months from the date of the above Map recordation, then prior to issuance of the first Certificate of Use and Occupancy for Harvest Landing, construction of the permitted improvements shall have commenced.

If Caltrans has not denied or granted the permit within 12 months of recordation of the date of the first non-finance Subdivision map, even though the developer has submitted all plans, specifications, and estimates and any other technical information required by Caltrans as part of the plan check and revision process in a timely manner, then the developer shall post a Letter of Credit in a form acceptable to City for 100% of the cost estimate submitted to Caltrans as approved by City Engineer. When that Letter of Credit is posted, the City shall issue Certificates of Use and Occupancy Permits. Upon issuance of Caltrans permit for bridge and ramp widening as stated above and start of construction for the same, the City shall reduce the amount of the Letter of Credit to match contractor's work in progress.

If within 24 months after recordation of first non-finance subdivision map Caltrans determines that the improvements as stated above cannot be constructed as conditioned without major bridge related work not required for Harvest Landing or City determines that Caltrans will not approve such permit anytime soon, then the developer shall not be required to construct the improvements but shall pay to the City an amount equal to the cost estimate provided to Caltrans for Harvest Landing's proposed bridge and ramp widening. This payment shall satisfy developer's responsibility and requirements for such work.

- Install traffic signal at the intersection of Indian Avenue with Orange Avenue and to include dedicated right and left turn lanes (all legs and directions).

- Comply with all other intersection improvements shown on Exhibit I dated April 8, 2010.

- Improvement to I-215/Placentia Interchange as shown on Exhibit 6-D of traffic report is required. Payment of in-lieu fee contribution towards implementation of this interchange as stipulated in development agreement shall satisfy this condition.

Phase II

- Intersection of Perris Blvd. and Nuevo Road shall be improved to provide for 3 southbound, 2 left turn eastbound, one (1) dedicated right turn, two (2) northbound, one (1) combined north and right and one (1) dedicated left turn westbound lanes. Intersection of Nuevo Road at Perris Blvd. shall be improved to provide for two (2) westbound and one (1) combined west and right turn lanes per Exhibit J, dated May 27, 2009.

- Indian Avenue from Orange Avenue to Perris Blvd. both sides (including NAP) shall be improved per Exhibit B dated May 10, 2010 including 12' landscape median within 105' dedicated right-of-way. [Intersection of Indian and Perris shall be improved to upgrade the signal and provide for dedicated left and right turn lanes ~~(all legs and directions)~~.

- Construct Barrett Avenue at its ultimate half-width + 12' section as a project collector (66' right-of-way) between Avocado Avenue and the easterly boundary of the proposed commercial portion of the project. See Specific Plan Figures 3-7A & B for typical road section and per Exhibit K dated May 10, 2010.

- Frontage Road from Old Sunset Avenue to Nuevo Road shall be improved along both sides to provide for 52' of pavement, curb/gutter located 28' on either side of centerline within 78' dedicated right-of-way. Frontage Road from Old Sunset Avenue to Placentia Avenue shall be improved with minimum of 6' new asphalt paving along east, curb/gutter located 27' east of centerline, 21' landscaping with 10' meandering bike path/sidewalk per Exhibit L dated September 8, 2009.

- Dwy 1 and Dwy 2 shall be improved along both sides with minimum of 40' of pavement and curb/gutter located 22' from centerline within 66' dedicated right-of-way.

- Improve the intersection of Placentia Avenue with Perris Blvd. to include one (1) combined eastbound right turn lane, one (1) east bound and one (1) dedicated left turn lane per Exhibit M dated July 22, 2009.

- Perris Blvd. from Orange Avenue to Nuevo Road along the west side shall be improved as needed to provide for minimum of two (2) southbound lanes, one (1) combined south bound/right turn lane to this site and existing driveway, dedicated left turn at all intersections including construction of 14' wide landscape median adjacent to the site. The existing landscaped median shall be replaced and upgraded as determined by Planning Department.

- Intersection of Barrett Avenue and Indian Avenue shall be improved with a traffic signal and to provide for dedicated left turn lanes (all legs and directions).

- Comply with all other intersection improvements as shown in the attached Exhibit N dated April 8, 2010, Exhibit O dated May 27, 2009, and Exhibit P dated May 27, 2009.

Phase III

- Dwy 1 & 3 shall be improved with minimum of 12' of pavement, curb/gutter located 21' from centerline, 10' wide landscape median within 74' dedicated right-of-way.

- Complete all other intersection improvements as shown in the attached Exhibit Q dated April 8, 2010.

Habib Motlagh

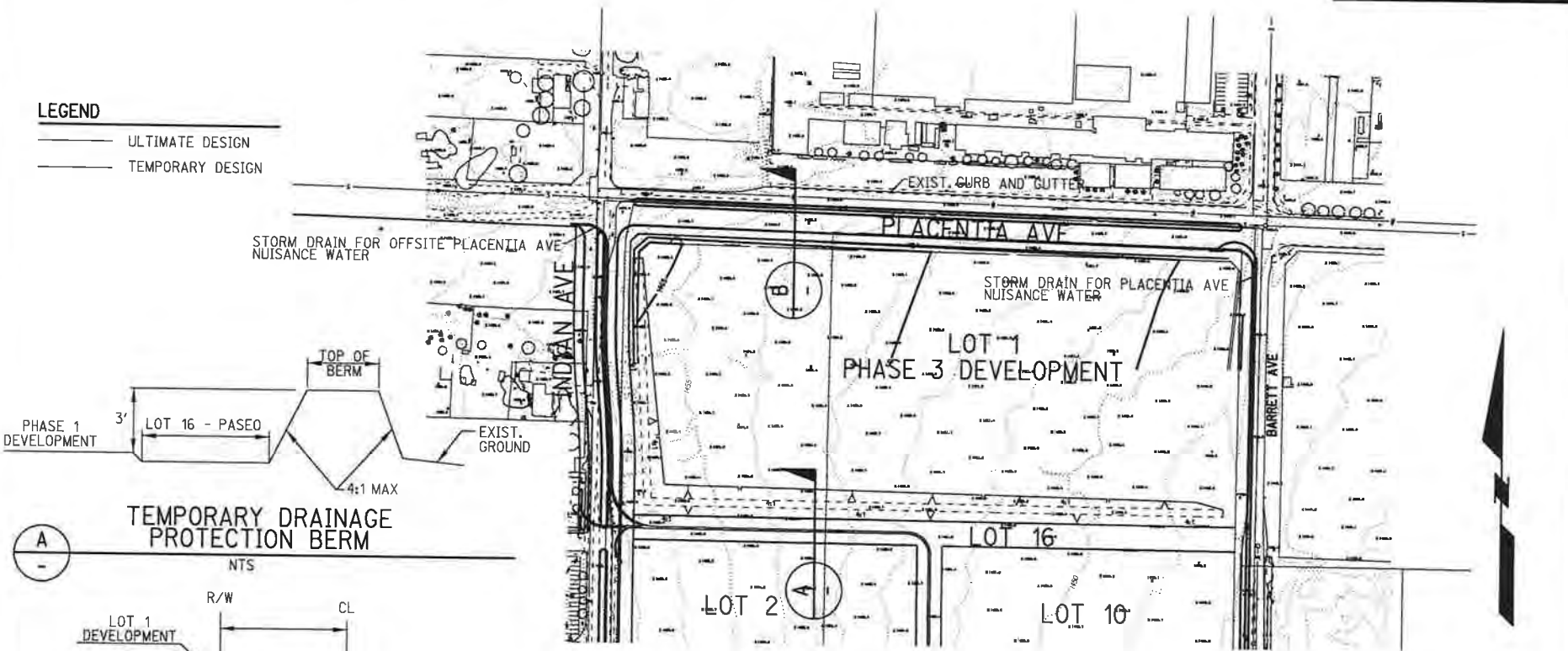
Habib Motlagh
City Engineer

DEPARTMENT OF ENGINEERING
170 WILKERSON AVE., SUITE D, PERRIS, CA 92570-2200
TEL.: (951) 943-6504 - FAX: (951) 943-8416

HARVEST LANDING PLACENTIA AVE.
DRAINAGE PROTECTION BERM EXHIBIT

Exhibit A

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010



RICK ENGINEERING COMPANY
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rickengineering.com
San Diego Orange Sacramento Phoenix Tucson

PRELIMINARY
NOT FOR CONSTRUCTION

HARVEST LANDING PLACENTIA AVE.
DRAINAGE PROTECTION BERM EXHIBIT

SCALE: 1" =200' | DATE: 7/30/09

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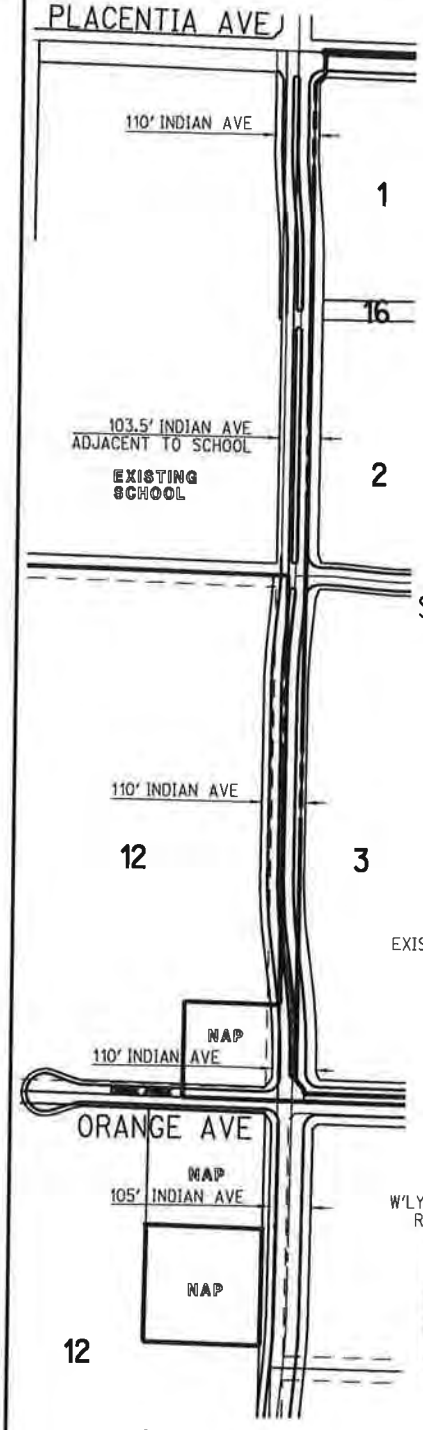
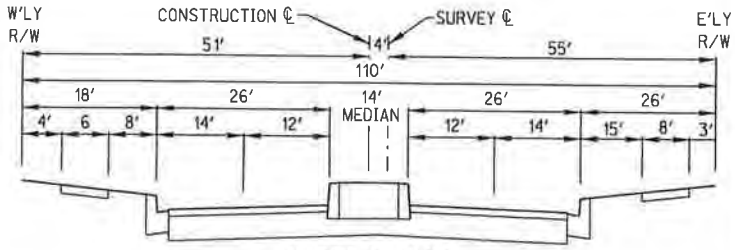
PLOT DATE: 29-MAR-2011 JN 14923

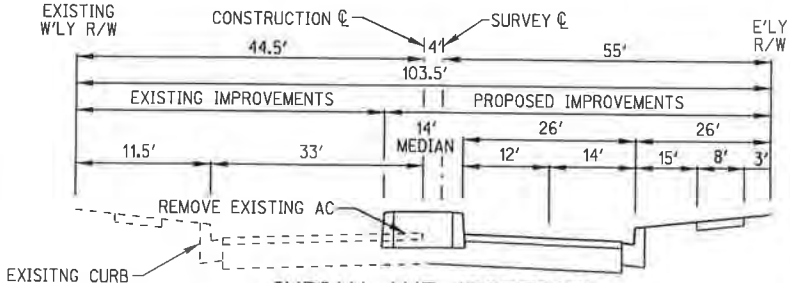
Exhibit B-1

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010

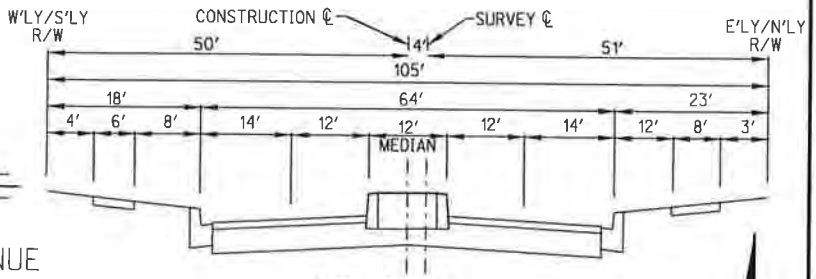




INDIAN AVE.
SECONDARY ARTERIAL 110'
FROM PLACENTIA AVE. TO LOT 16
FROM STREET "A" TO ORANGE AVE.
N.T.S.



INDIAN AVE. (PORTION)
SECONDARY ARTERIAL 103.5'
FROM LOT 16 TO STREET "A"
N.T.S.



INDIAN AVE.
SECONDARY ARTERIAL 105'
FROM ORANGE AVE. TO PERRIS BLVD.
N.T.S.

SCALE: 1" = 300'

300 0 300 600

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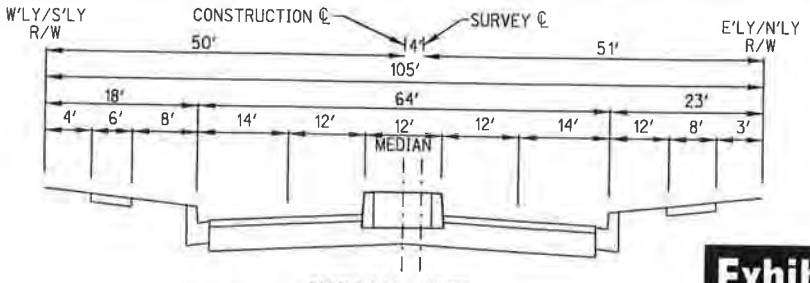
INDIAN AVENUE
IMPROVEMENTS (SHT 1 OF 2)

SCALE: 1"=300' | DATE: 5/10/2010

G:\14923\14923xb1129_Indian_Ave_COA_Exhibit.dgn

PLOT DATE: 29-MAR-2011 JN 14923

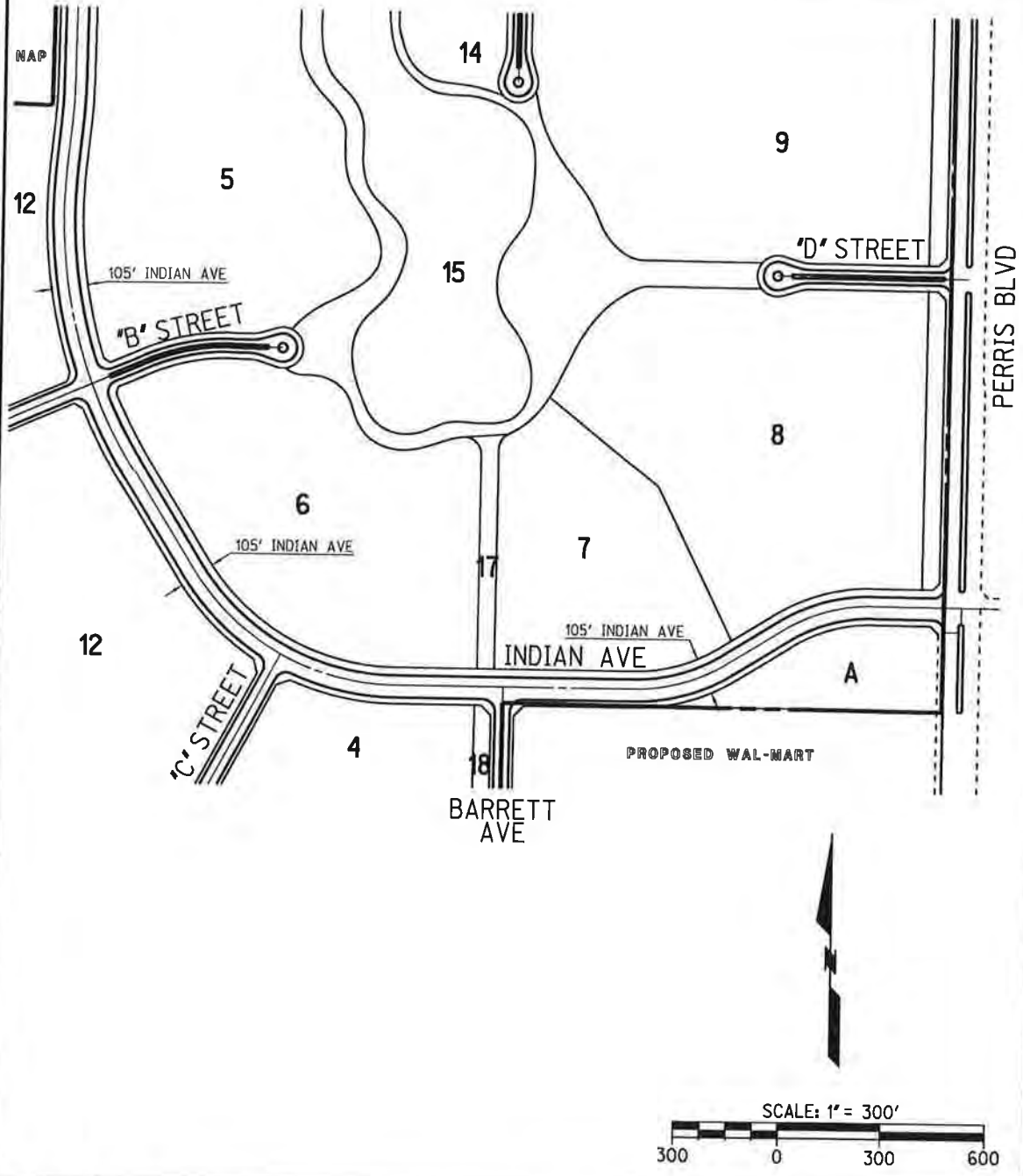


INDIAN AVE.
SECONDARY ARTERIAL 105'
FROM ORANGE AVE. TO PERRIS BLVD.
N.T.S.

Exhibit B-2

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010

SEE INDIAN AVE
SHEET 1 OF 2



SCALE: 1" = 300'

300 0 300 600

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INDIAN AVENUE
IMPROVEMENTS (SHT 2 OF 2)

SCALE: 1"=300' | DATE: 5/10/2010

G:\14923\14923xbt131_Indian_Ave_COA_Exhibit_Sht2.dgn

PLOT DATE: 10-MAY-2010 JN 14923

HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS
PLACENTIA AVENUE WIDENING

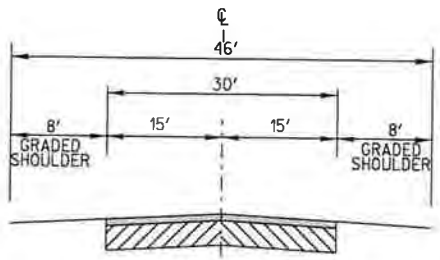
MAY 27, 2009

Exhibit C

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010

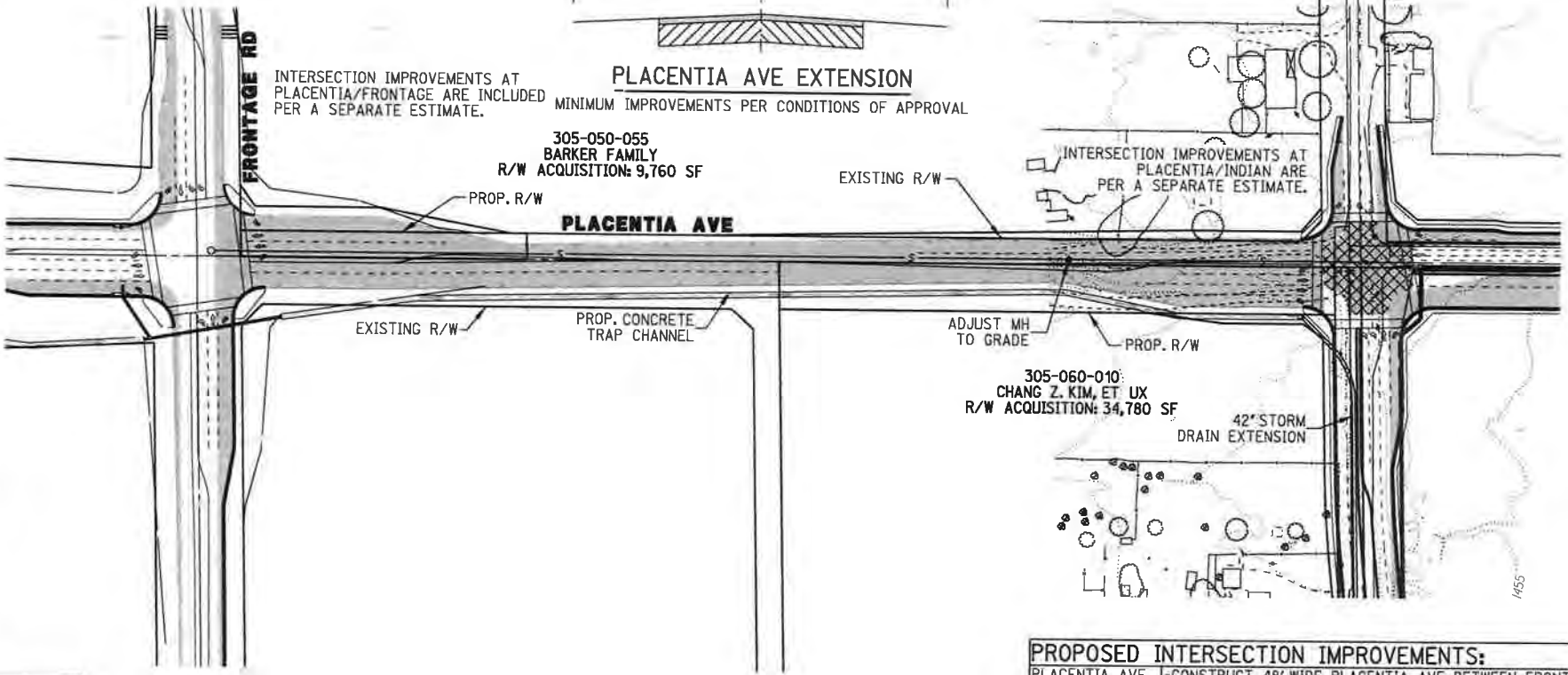
LEGEND:

- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PAVEMENT/CONCRETE REMOVAL
- PROPOSED STRIPING
- EXISTING IMPROVEMENTS
- PROPOSED CURB
- EXISTING EDGE OF PAVEMENT
- PROPOSED EDGE OF PAVEMENT



PLACENTIA AVE EXTENSION

MINIMUM IMPROVEMENTS PER CONDITIONS OF APPROVAL



PROPOSED INTERSECTION IMPROVEMENTS:	
PLACENTIA AVE	-CONSTRUCT 48' WIDE PLACENTIA AVE BETWEEN FRONTAGE ROAD AND INDIAN AVE -IMPROVEMENT DOES NOT INCLUDE WIDENING FOR INTERSECTION IMPROVEMENTS
DRAINAGE	-CONSTRUCT CONCRETE TRAP CHANNEL SOUTH OF PLACENTIA BETWEEN FRONTAGE ROAD AND INDIAN AVE -CONSTRUCT STORM DRAIN FROM PLACENTIA/INDIAN TO ONSITE STORM DRAIN

SCALE: 1" = 120'

120 0 120 240

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g:\14923\14923xb101_Offsite_Placentia_Improvement.dgn

PLOT DATE: 18-NOV-2009 JN 14923

HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS
PLACENTIA AVENUE/FRONTAGE ROAD

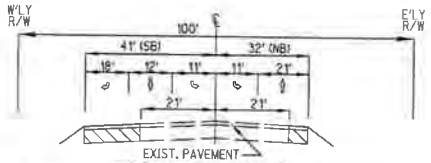
MAY 27, 2009

Exhibit D

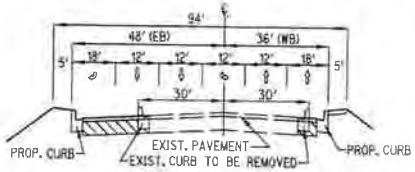
Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010

LEGEND:

- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PAVEMENT/CONCRETE REMOVAL
- PROPOSED STRIPING
- EXISTING IMPROVEMENTS
- PROPOSED CURB
- EXISTING EDGE OF PAVEMENT
- PROPOSED EDGE OF PAVEMENT



FRONTAGE ROAD
NORTH OF PLACENTIA AVE



PLACENTIA AVE
WEST OF FRONTAGE ROAD

PROP. CONCRETE TRAP CHANNEL

REMOVE EXISTING CONCRETE TRAP CHANNEL

CONSTRUCT SD CROSSING

END OF PROP. CURB

RELOCATE EXIST. CATCH BASINS

EXIST. MH TO BE ADJUSTED TO GRADE

REMOVE AND REPLACE GUARDRAIL

FRONTAGE ROAD

PLACENTIA AVE

FRONTAGE ROAD

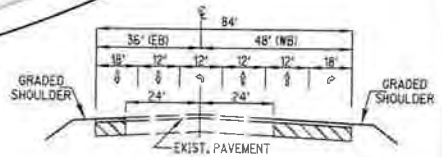
TRANSITION TO EXISTING PAVEMENT

END OF PROP. CURB

PROP. R/W

REMOVE EXISTING HEADWALL

EXTEND EXIST. TRIPLE RCB MATCH TO EXIST. SECTION



PLACENTIA AVE
EAST OF FRONTAGE ROAD

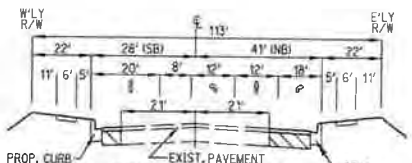
305-060-019
RIVERSIDE COUNTY
TRANSPORTATION COMMISSION
R/W ACQUISITION: 2,410 SF

305-050-055
BARKER FAMILY
R/W ACQUISITION: 5,865 SF

PROP. R/W

PROP. CONCRETE TRAP CHANNEL

48' WIDE PLACENTIA AVE PER A SEPARATE ESTIMATE



FRONTAGE ROAD
SECTION IMPROVEMENTS 220' SOUTH OF PLACENTIA AVE
TRANSITION TO EXISTING PAVEMENT THEREAFTER

PLACENTIA AVE

SCALE: 1" = 120'

120 0 120 240

PROPOSED INTERSECTION IMPROVEMENTS:	
PLACENTIA AVE	-ADD EASTBOUND RIGHT TURN LANE -ADD WESTBOUND LEFT TURN LANE -CONSTRUCT PLACENTIA AVE WEST OF FRONTAGE -CONSTRUCT WESTBOUND RIGHT TURN LANE -CONSTRUCT WESTBOUND LEFT TURN LANE
FRONTAGE ROAD	-ADD NORTHBOUND RIGHT TURN LANE -ADD NORTHBOUND LEFT TURN LANE -ADD SOUTHBOUND RIGHT TURN LANE -ADD SOUTHBOUND DOUBLE LEFT TURN LANE
TRAFFIC SIGNAL	-CONSTRUCT NEW TRAFFIC SIGNAL
DRAINAGE	-EXTEND TRIPLE RCB NORTH OF PLACENTIA AVE -RELOCATE EXISTING CATCH BASINS ON PLACENTIA AVE -EXTEND AND RELOCATE STORM DRAIN AT CATCH BASINS -RECONSTRUCT CONCRETE TRAP CHANNEL AT NEW TOE OF SLOPE ON WEST PLACENTIA -CONSTRUCT STORM DRAIN CROSSING AT NEW TRAP CHANNEL LOCATION

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PLOT DATE: 18-NOV-2009 JN 14923

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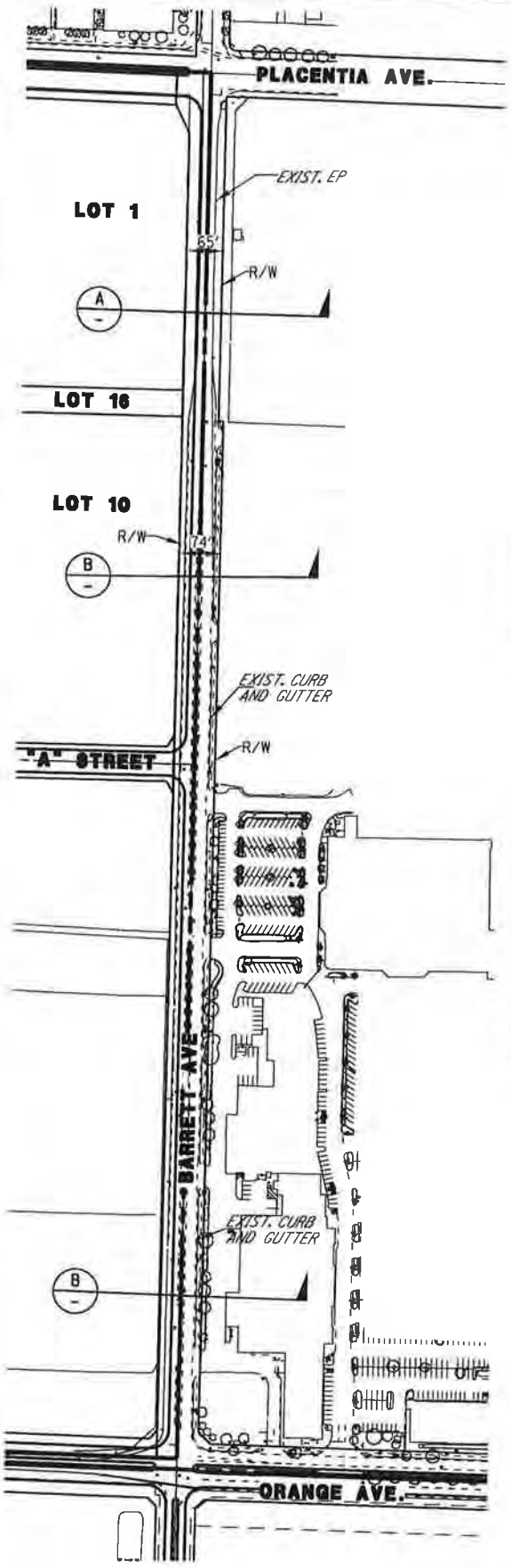
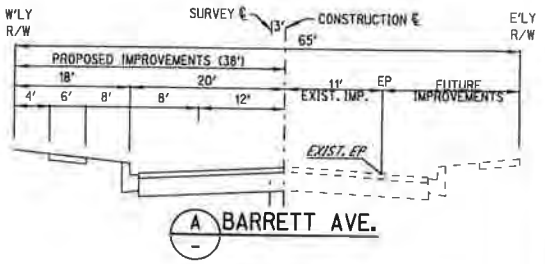
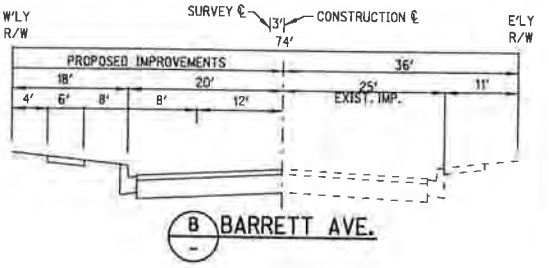
Exhibit E

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010





FROM PLACENTIA AVE. TO LOT 16
N.T.S.



FROM LOT 16 TO ORANGE AVE.
N.T.S.

SCALE: 1" = 200'

200 0 200 400

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NORTH BARRETT AVENUE IMPROVEMENTS

SCALE: 1"=200' | DATE: 6/02/2010

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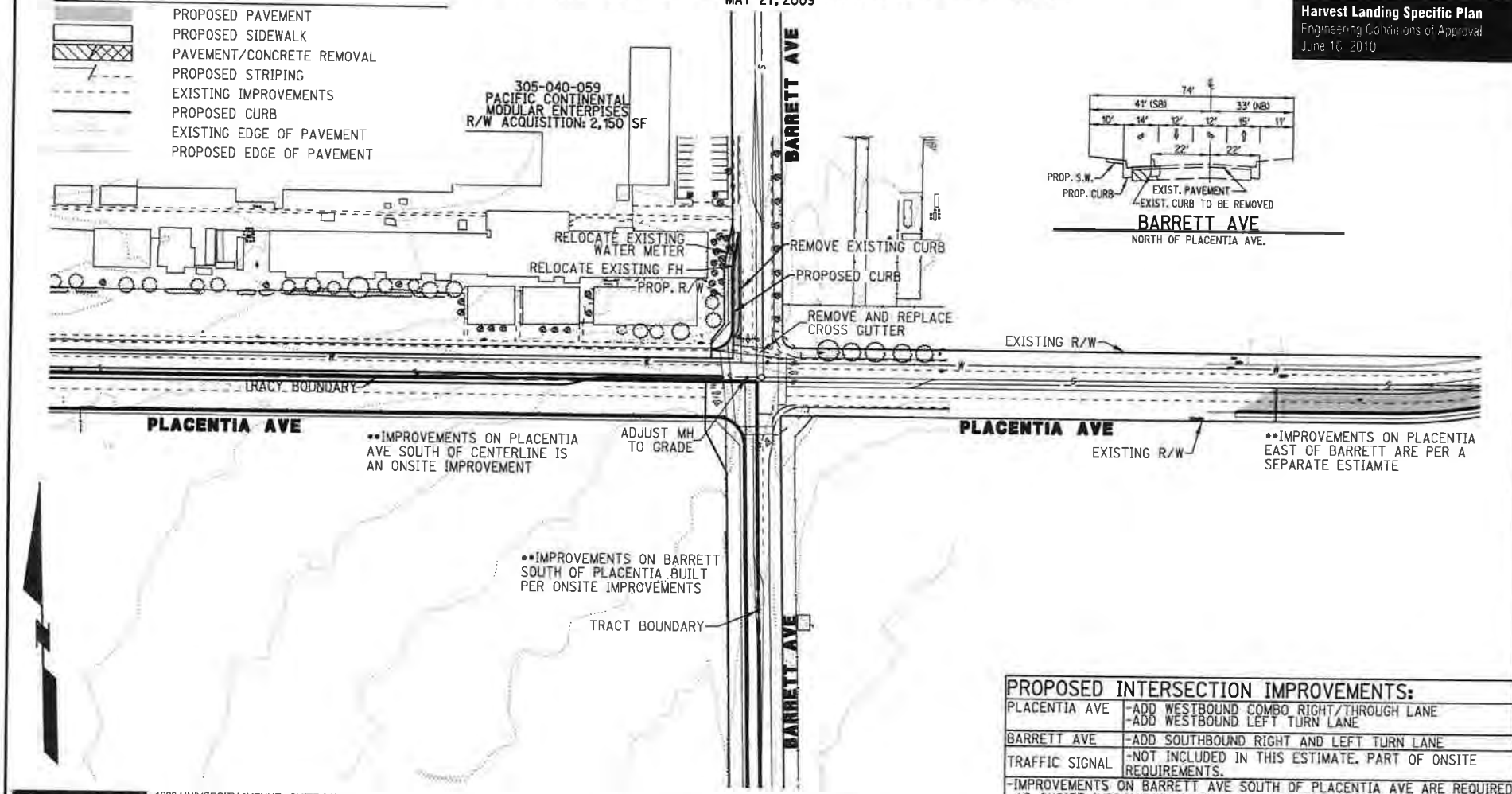
PLOT DATE: 29-MAR-2011 JN 14923

HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS
PLACENTIA AVENUE/ BARRETT AVENUE

MAY 27, 2009

Exhibit F

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010



PROPOSED INTERSECTION IMPROVEMENTS:	
PLACENTIA AVE	-ADD WESTBOUND COMBO RIGHT/THROUGH LANE -ADD WESTBOUND LEFT TURN LANE
BARRETT AVE	-ADD SOUTHBOUND RIGHT AND LEFT TURN LANE
TRAFFIC SIGNAL	-NOT INCLUDED IN THIS ESTIMATE. PART OF ONSITE REQUIREMENTS.

-IMPROVEMENTS ON BARRETT AVE SOUTH OF PLACENTIA AVE ARE REQUIRED AS ONSITE IMPROVEMENTS AND NOT INCLUDED IN THIS ESTIMATE.
-IMPROVEMENT OF PLACENTIA AVE SOUTH OF CENTERLINE ARE REQUIRED AS ONSITE IMPROVEMENTS AND NOT INCLUDED IN THIS ESTIMATE.
-THE CURB MEDIAN ON PLACENTIA AVE BETWEEN INDIAN AVE AND BARRETT AVE ARE REQUIRED AS ONSITE IMPROVEMENTS AND NOT INCLUDED IN THIS ESTIMATE.

SCALE: 1" = 120'

120 0 120 240

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PLOT DATE: 18-NOV-2009 JN 14923

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HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS
NUEVO ROAD/I-215 FREEWAY & NUEVO ROAD/FRONTAGE ROAD

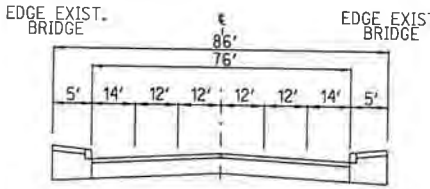
MAY 27, 2009

Exhibit G

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010

LEGEND:

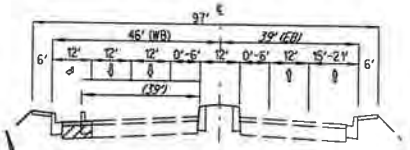
- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PAVEMENT/CONCRETE REMOVAL
- PROPOSED STRIPING
- EXISTING IMPROVEMENTS
- PROPOSED CURB
- EXIST. EDGE OF PAVEMENT
- PROP. EDGE OF PAVEMENT



NUEVO BRIDGE CROSS SECTION

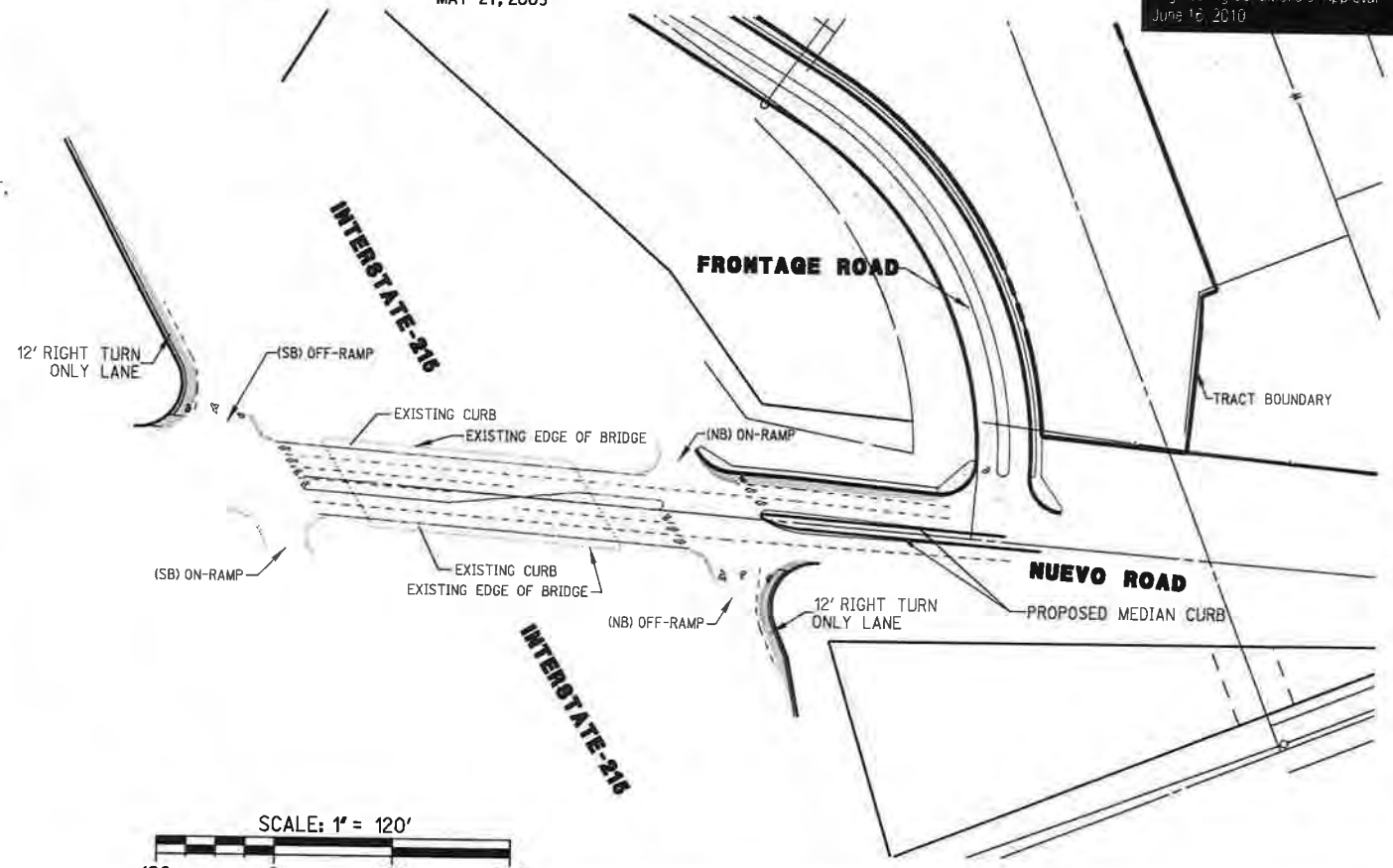
NTS

TYPICAL BRIDGE SECTIONS REQUIRE 8' SHOULDER FROM ETW TO CURB.



NUEVO ROAD

EAST OF NB 215 RAMPS



SCALE: 1" = 120'

120 0 120 240

PROPOSED NUEVO/FRONTAGE RD. IMPROVEMENTS:	
NUEVO RD.	-NONE
FRONTAGE ROAD	-ADD CURBED MEDIAN
TRAFFIC SIGNAL	-NONE
NOTES	-ROAD IMPROVEMENTS TO FRONTAGE ROAD PER ONSITE ESTIMATES

PROPOSED NUEVO/I-215 IMPROVEMENTS:	
NUEVO RD.	-ADDITIONAL WESTBOUND LEFT TURN LANE TO SB I-215 ACHIEVED THROUGH RESTRIPING ON BRIDGE. -WESTBOUND RIGHT TURN ONLY LANE TO NB I-215
INTERSTATE-215	-NORTHBOUND OFFRAMP RIGHT TURN LANE -SOUTHBOUND OFFRAMP LEFT TURN LANE
TRAFFIC SIGNAL	-RETROFIT 2 EXISTING TRAFFIC SIGNALS

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HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS
PLACENTIA AVENUE/INDIAN AVENUE

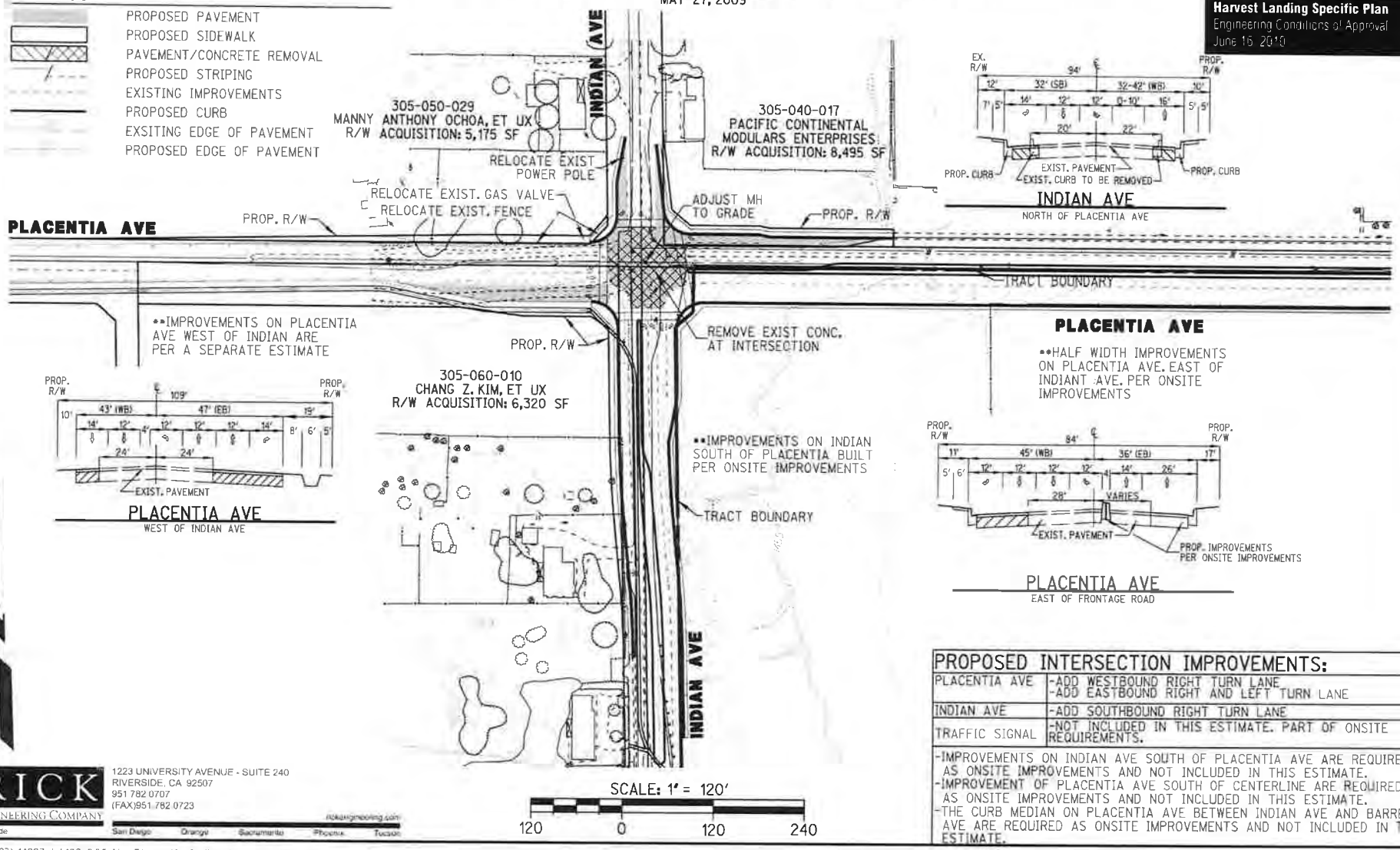
MAY 27, 2009

Exhibit H

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16 2010

LEGEND:

- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PAVEMENT/CONCRETE REMOVAL
- PROPOSED STRIPING
- EXISTING IMPROVEMENTS
- PROPOSED CURB
- EXSITING EDGE OF PAVEMENT
- PROPOSED EDGE OF PAVEMENT



PROPOSED INTERSECTION IMPROVEMENTS:	
PLACENTIA AVE	-ADD WESTBOUND RIGHT TURN LANE -ADD EASTBOUND RIGHT AND LEFT TURN LANE
INDIAN AVE	-ADD SOUTHBOUND RIGHT TURN LANE
TRAFFIC SIGNAL	-NOT INCLUDED IN THIS ESTIMATE. PART OF ONSITE REQUIREMENTS.

-IMPROVEMENTS ON INDIAN AVE SOUTH OF PLACENTIA AVE ARE REQUIRED AS ONSITE IMPROVEMENTS AND NOT INCLUDED IN THIS ESTIMATE.
-IMPROVEMENT OF PLACENTIA AVE SOUTH OF CENTERLINE ARE REQUIRED AS ONSITE IMPROVEMENTS AND NOT INCLUDED IN THIS ESTIMATE.
-THE CURB MEDIAN ON PLACENTIA AVE BETWEEN INDIAN AVE AND BARRETT AVE ARE REQUIRED AS ONSITE IMPROVEMENTS AND NOT INCLUDED IN THIS ESTIMATE.

SCALE: 1" = 120'

120 0 120 240

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PLOT DATE: 18-NOV-2009 JN 14923

PHASE 1 - OFFSITE
INTERSECTION IMPROVEMENTS

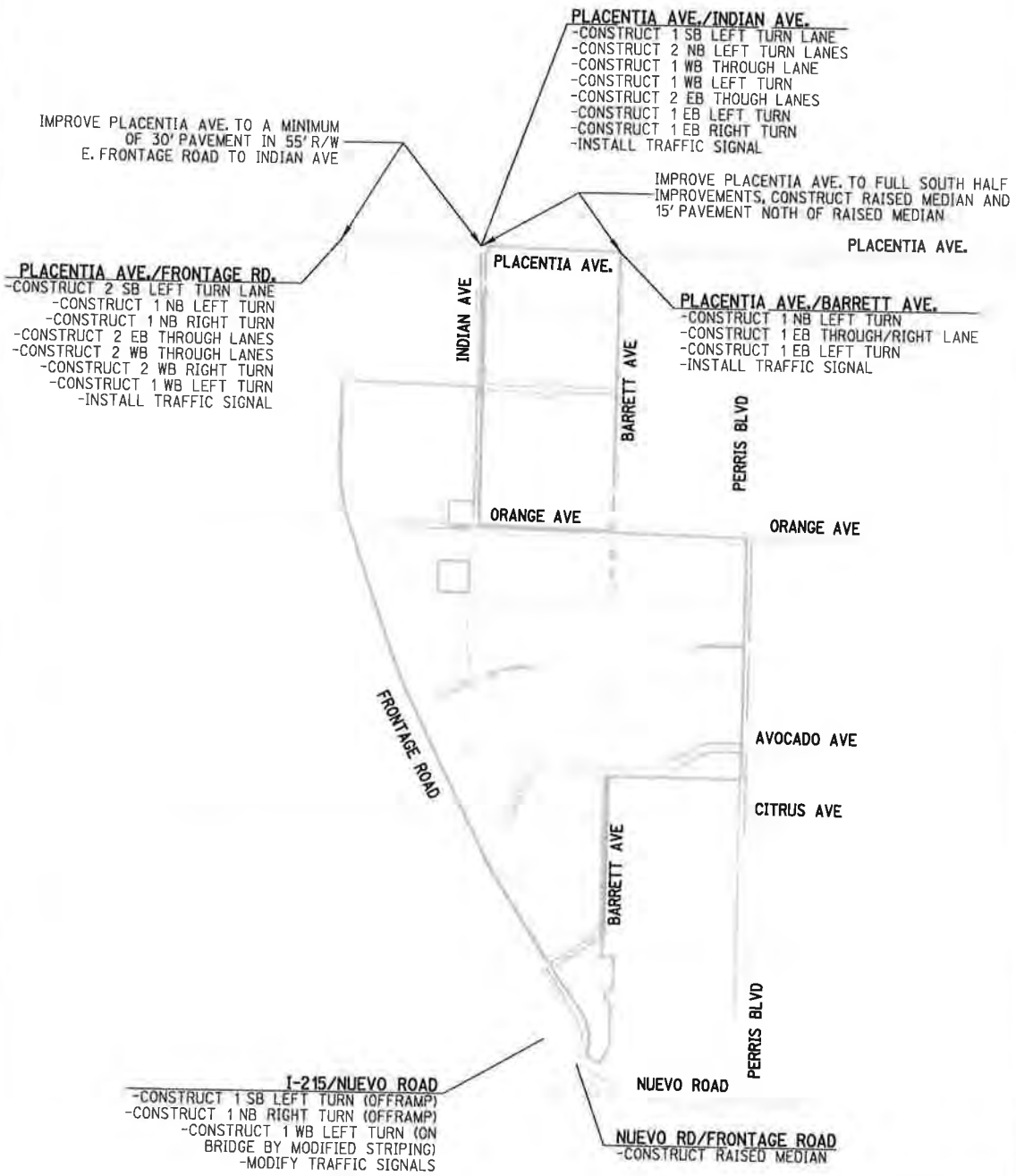

Exhibit I

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010

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PHASE 1 - OFFSITE
INTERSECTION IMPROVEMENTS

SCALE: 1"=1000'

DATE: APRIL 8, 2010

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PLOT DATE: 29-MAR-2011 JN 14923

HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS
PERRIS BOULEVARD/NUEVO ROAD

MAY 27, 2009

Exhibit J

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010

LEGEND:

- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PAVEMENT/CONCRETE REMOVAL
- PROPOSED STRIPING
- EXISTING IMPROVEMENTS
- PROPOSED CURB
- EXIST. EDGE OF PAVEMENT
- PROP. EDGE OF PAVEMENT

(NW) INTERSECTION IMPACTS
-EX CATCH BASIN TO BE RELOCATED
-REMOVAL OF EX. PARKWAY ADJACENT TO RITE-AIDE
-RETAINING WALL REQUIRED
-8 FOOT SEPARATION BETWEEN CURB ON PERRIS BLVD. AND CURB ON DRIVE THROUGH

305-240-023
PACIFIC COSTANZO
RITE AID
R/W ACQUISITION: 2420 SF

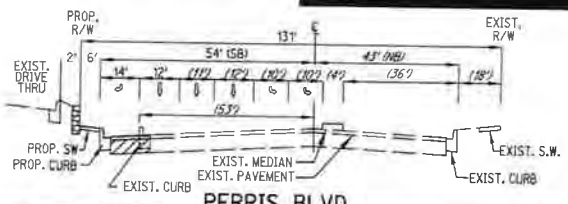
320-260-001
EXXON MOBIL CORP.

EXISTING MOBIL STATION CANOPY

EXIST. DRIVE THRU CURB
RELOCATE STREET LIGHT
RELOCATE FH

RELOCATE EXISTING TELEPHONE MANHOLES
RELOCATE PULL BOX
RELOCATE POWER POLE
RELOCATE WATER VALVE
RELOCATE ELECTRIC MH
RELOCATE EXIST. STREET LIGHT

(NE) INTERSECTION IMPACTS
-LANDSCAPE BUFFER BETWEEN NUEVO RD. AND EX. GAS STATION WILL BE REDUCED.



NUEVO ROAD

EXISTING GAS STATION

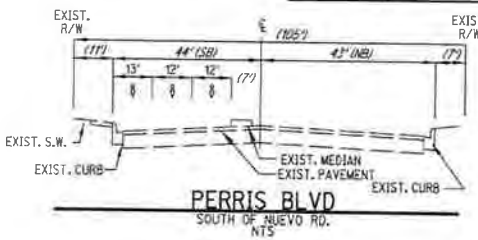
311-050-031
VAHID VAZIRIAN

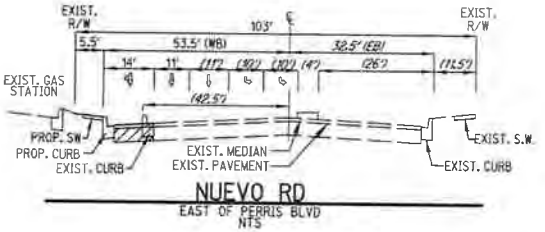
RESTRIPE PERRIS BLVD.

PERRIS HIGH SCHOOL
PARKING LOT

311-350-039
RUBIO HOLDINGS, ET. AL.

PERRIS BLVD.





SCALE: 1" = 120'

120 0 120 240

PROPOSED INTERSECTION IMPROVEMENTS:	
NUEVO ROAD	-ADD WESTBOUND COMBO THROUGH/RIGHT TURN LANE
PERRIS BLVD.	-SOUTHBOUND THROUGH LANE -RESTRIPE PERRIS BLVD SOUTH OF NUEVO ROAD
TRAFFIC SIGNAL	-RETROFIT EXISTING TRAFFIC SIGNAL

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g:\14923\14923xbt111_Offsite_Perris_Nuevo_Intersection.dgn

PLOT DATE: 18-NOV-2009 JN 14923

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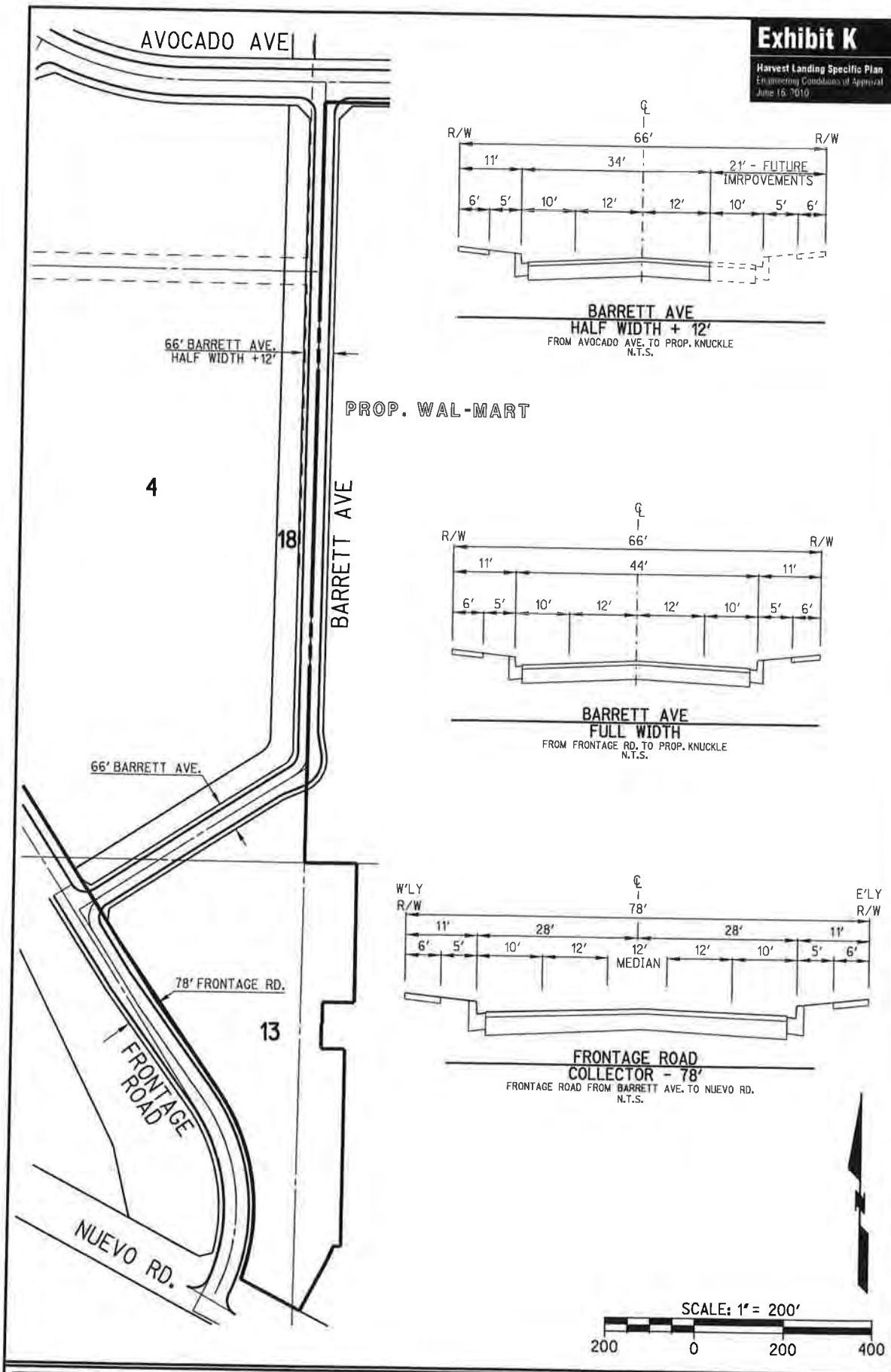
Exhibit K

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010



BARRETT AVE
HALF WIDTH + 12'
FROM AVOCADO AVE. TO PROP. KNUCKLE
N.T.S.

BARRETT AVE
FULL WIDTH
FROM FRONTAGE RD. TO PROP. KNUCKLE
N.T.S.

FRONTAGE ROAD
COLLECTOR - 78'
FRONTAGE ROAD FROM BARRETT AVE. TO NUEVO RD.
N.T.S.

SCALE: 1" = 200'

200 0 200 400

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BARRETT AVENUE IMPROVEMENTS

SCALE: 1"=200' DATE: 5/10/2010

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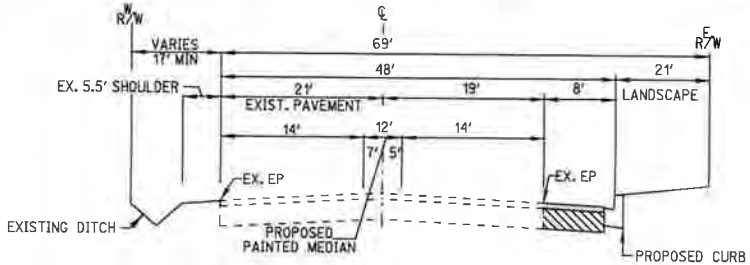
PLOT DATE: 29-MAR-2011 JN 14923

HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS
FRONTAGE ROAD
BETWEEN PLACENTIA AVENUE AND OLD SUNSET AVENUE

SEPTEMBER 8, 2009

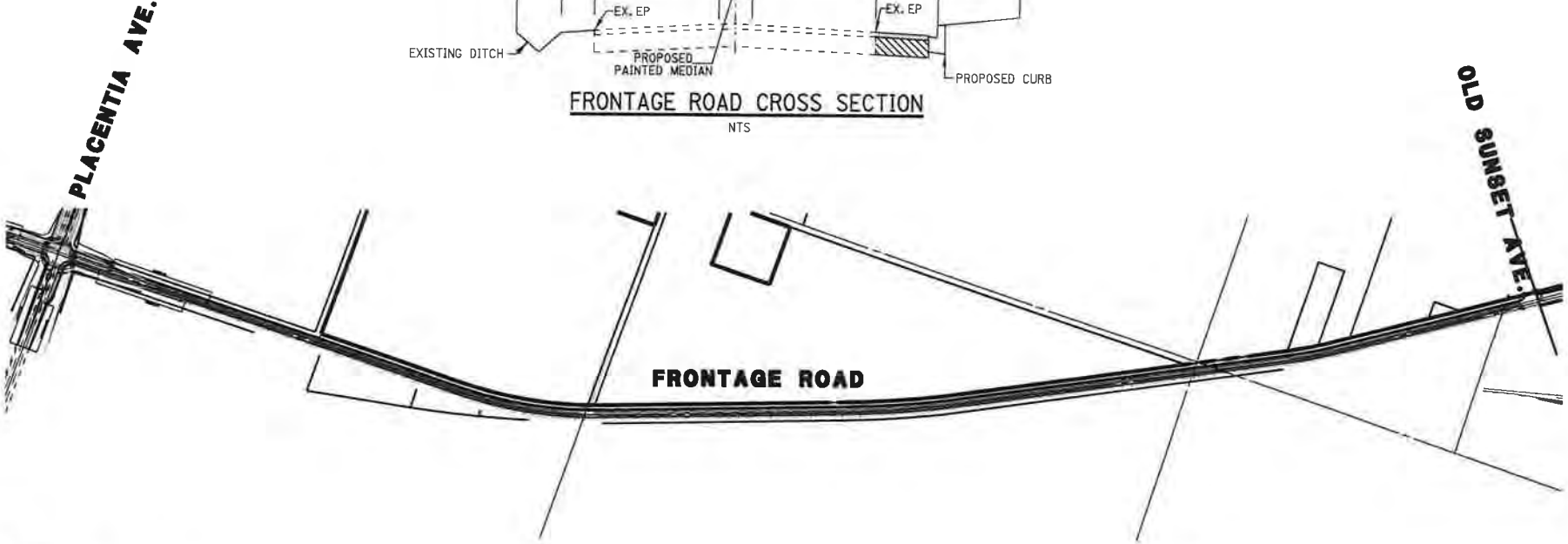
Exhibit L

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010



FRONTAGE ROAD CROSS SECTION

NTS



SCALE: 1" = 500'

500 0 500 1000

LEGEND:

- PROPOSED PAVEMENT
- PAVEMENT/CONCRETE REMOVAL
- PROPOSED STRIPING
- EXISTING IMPROVEMENTS
- PROPOSED CURB
- EXIST. EDGE OF PAVEMENT
- PROP. EDGE OF PAVEMENT

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PLOT DATE: 04-JUN-2010 JN 14923

HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS

PERRIS BOULEVARD/PLACENTIA AVENUE DETAIL

JULY 22, 2009

Exhibit M

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010

LEGEND:

- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PAVEMENT/CONCRETE REMOVAL
- PROPOSED STRIPING
- EXISTING IMPROVEMENTS
- PROPOSED CURB
- EXIST. EDGE OF PAVEMENT
- PROP. EDGE OF PAVEMENT
- PROPOSED RIGHT OF WAY

VIEW LOOKING WEST ON PLACENTIA AVE. ADJACENT TO PROMINENT PROPERTIES BLDG.

EXIST. CURB AND GUTTER
EXIST. R/W
EXIST. CURB, GUTTER AND SIDEWALK
EXIST. R/W
28' 12' 11' 12' 21'
EXIST. R/W
EXIST. CURB, GUTTER AND SIDEWALK
EXIST. CURB AND GUTTER TO BE PROTECTED IN PLACE
EXIST. R/W
PAINTED MEDIAN
EXIST. CROSS-GUTTER TO BE REMOVE AND REPLACED
EX. CL
EX. EP
EX. CURB AND GUTTER
PROP. CURB
PROP. R/W
PLACENTIA AVE.
EX. FENCE TO BE REMOVED
4.9' SEPARATION FROM FACE OF CURB TO EXISTING BUILDING
PROP. R/W
EXIST. CURB, GUTTER AND SIDEWALK
EXIST. R/W
28' 12' 13' 12' 21'
EXISTING BLDG. TO REMAIN
305-040-038
PROMINENT PROPERTIES
R/W ACQUISITION: 21,500 SF
EXIST. R/W
PERRIS BLVD.
EXIST. R/W
EXIST. CURB, GUTTER AND SIDEWALK
EXIST. CURB, GUTTER AND SIDEWALK

TABLE OF PROPOSED IMPROVEMENTS:

-ADD ONE (1) WB AND ONE (1) EB THRU LANE ON PLACENTIA AVE. WEST OF PERRIS BLVD.
-RESTRIPE ONLY PLACENTIA AVE. EAST OF PERRIS BLVD. FOR RE-ALIGNMENT OF LANES.
-NO IMPROVEMENTS ON PERRIS BLVD.

NOTE:

-THERE IS NO SIDEWALK PROPOSED ON PLACENTIA AVE ADJACENT TO THE EXISTING BUILDING.
-EXISTING UTILITIES AND POTENTIAL RELOCATIONS NOT SHOWN.

SCALE: 1" = 40'

40 0 40 80

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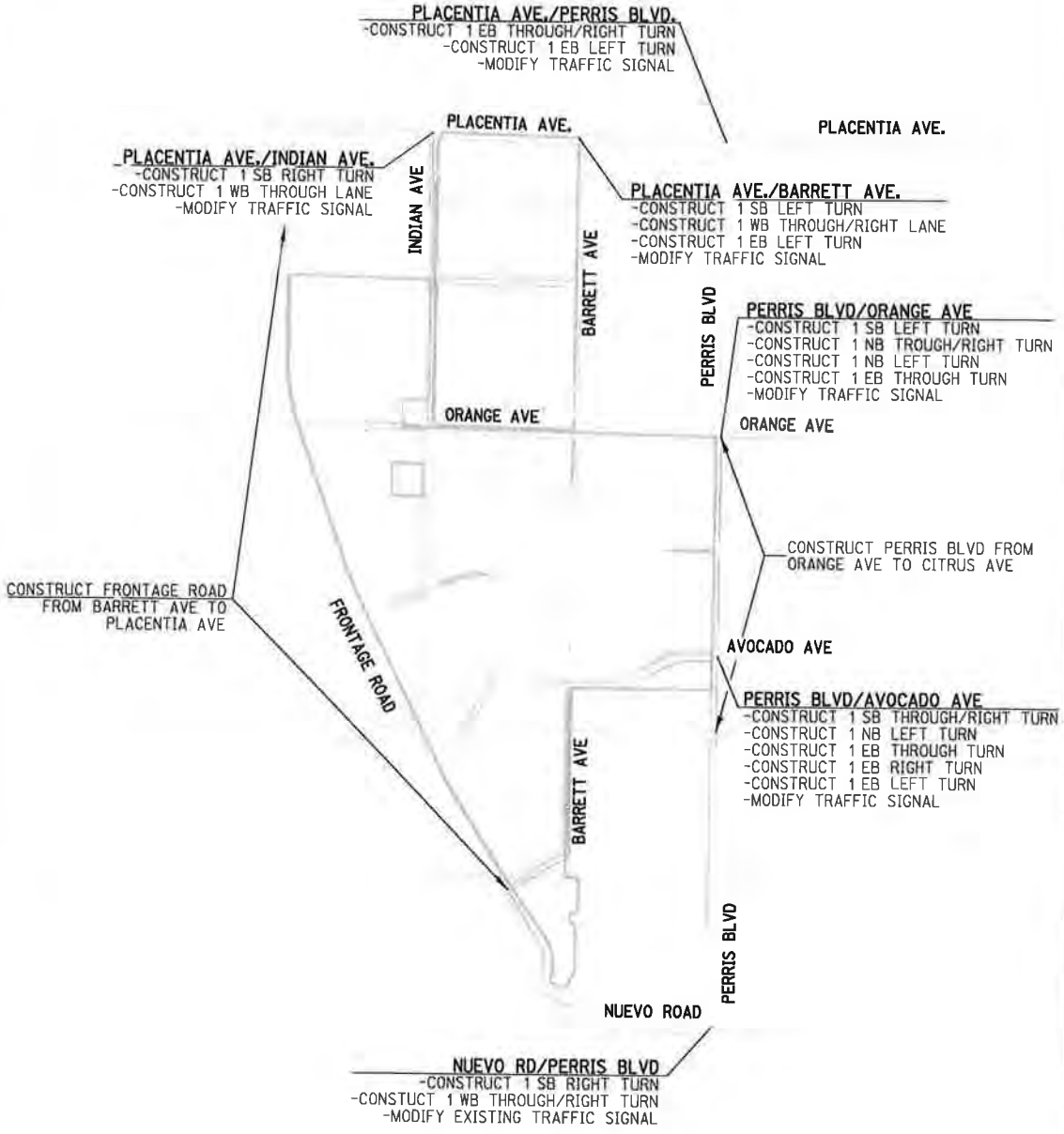
PLOT DATE: 18-NOV-2009 JN 14923

PHASE 2 - OFFSITE
INTERSECTION IMPROVEMENTS

Exhibit N

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010



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PHASE 2 - OFFSITE
INTERSECTION IMPROVEMENTS

SCALE: 1"=1000' | DATE: APRIL 8, 2010

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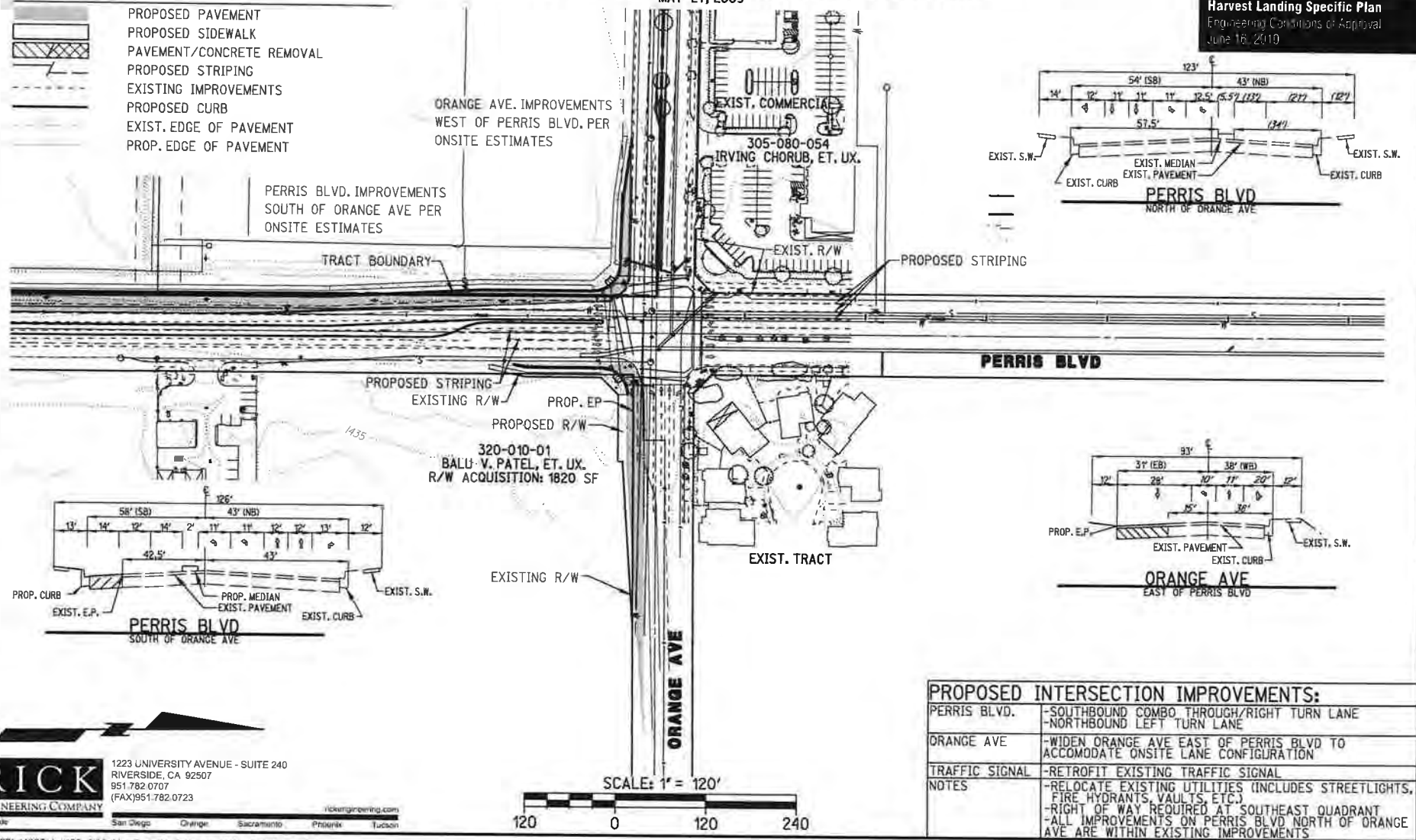
PLOT DATE: 29-MAR-2011 JN 14923

HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS
PERRIS BOULEVARD/ORANGE AVENUE

MAY 27, 2009

Exhibit O

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010



PROPOSED INTERSECTION IMPROVEMENTS:	
PERRIS BLVD.	-SOUTHBOUND COMBO THROUGH/RIGHT TURN LANE -NORTHBOUND LEFT TURN LANE
ORANGE AVE	-WIDEN ORANGE AVE EAST OF PERRIS BLVD TO ACCOMODATE ONSITE LANE CONFIGURATION
TRAFFIC SIGNAL	-RETROFIT EXISTING TRAFFIC SIGNAL
NOTES	-RELOCATE EXISTING UTILITIES (INCLUDES STREETLIGHTS, FIRE HYDRANTS, VAULTS, ETC.) -RIGHT OF WAY REQUIRED AT SOUTHEAST QUADRANT -ALL IMPROVEMENTS ON PERRIS BLVD NORTH OF ORANGE AVE ARE WITHIN EXISTING IMPROVEMENTS

RICK ENGINEERING COMPANY
Riverside
1223 UNIVERSITY AVENUE - SUITE 240
RIVERSIDE, CA 92507
951.782.0707
(FAX)951.782.0723
rickengineering.com
San Diego Orange Sacramento Phoenix Tucson

g:\14923\14923xbt108_Offsite_Perris_Orange_Intersection3.dgn

PLOT DATE: 18-NOV-2009 JN 14923

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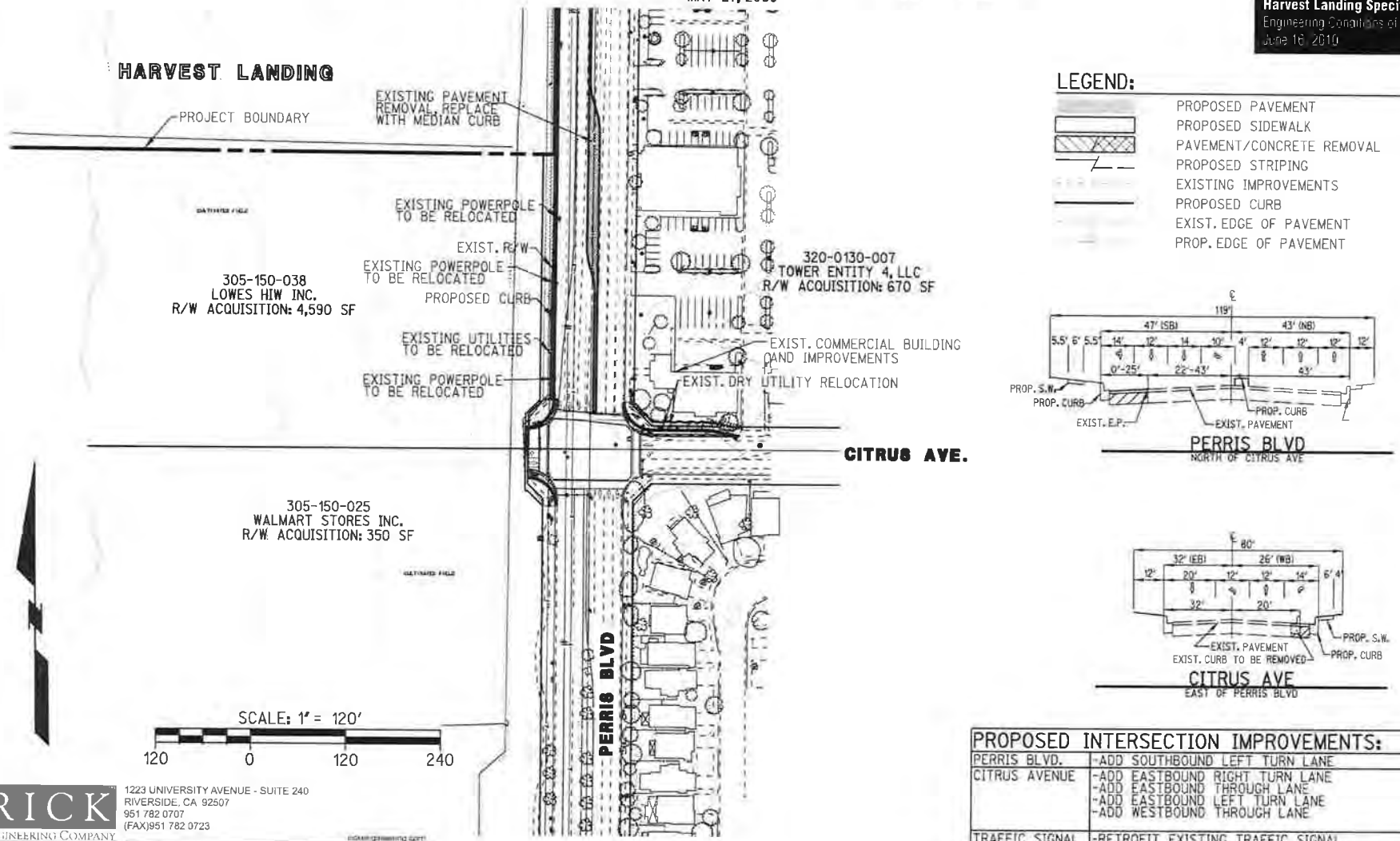
HARVEST LANDING OFFSITE TRAFFIC IMPROVEMENTS
PERRIS BOULEVARD/CITRUS AVENUE

MAY 27, 2009

Exhibit P

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010



LEGEND:

- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PAVEMENT/CONCRETE REMOVAL
- PROPOSED STRIPING
- EXISTING IMPROVEMENTS
- PROPOSED CURB
- EXIST. EDGE OF PAVEMENT
- PROP. EDGE OF PAVEMENT

PERRIS BLVD
NORTH OF CITRUS AVE

CITRUS AVE
EAST OF PERRIS BLVD

PROPOSED INTERSECTION IMPROVEMENTS:	
PERRIS BLVD.	-ADD SOUTHBOUND LEFT TURN LANE
CITRUS AVENUE	-ADD EASTBOUND RIGHT TURN LANE -ADD EASTBOUND THROUGH LANE -ADD EASTBOUND LEFT TURN LANE -ADD WESTBOUND THROUGH LANE
TRAFFIC SIGNAL	-RETROFIT EXISTING TRAFFIC SIGNAL
NOTES	-EXTEND ULTIMATE IMPROVEMENTS FROM PROJECT BOUNDARY TO CITRUS AVE.

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g:\14923\14923xbt109_Offsite_Perris_Citrus_Intersection.dgn

PLOT DATE: 18-NOV-2009 JN 14923

PHASE 3 - OFFSITE
INTERSECTION IMPROVEMENTS

Exhibit Q

Harvest Landing Specific Plan
Engineering Conditions of Approval
June 16, 2010

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PHASE 3 - OFFSITE
INTERSECTION IMPROVEMENTS

SCALE: 1"=1000'

DATE: APRIL 8, 2010

G:\14923\14923xbt128_Phased_Intersection_Improvements.dgn

PLOT DATE: 29-MAR-2011 JN 14923

WARREN D. WILLIAMS
General Manager-Chief Engineer

1995 MARKET STREET
RIVERSIDE, CA 92501
951.955.1200
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117764_4

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

February 1, 2008

PERRIS
FEB 2008
PLANNING DIVISION

Mr. Brad Eckhardt
City of Perris
Planning Department
101 North "D" Street
Perris, CA 92570

Dear Mr. Eckhardt:

Re: Tentative Tract Map 35103 (07-07-0034)

The District does not normally recommend conditions for land divisions or other land use cases in incorporated Cities. The District also does not plan check City land use cases or provide State Division of Real Estate letters or other flood hazard reports for such cases. District comments/recommendations for such cases are normally limited to items of specific interest to the District including District Master Drainage Plan facilities, other regional flood control and drainage facilities which could be considered a logical component or extension of a master plan system, and District Area Drainage Plan fees (development mitigation fees). In addition, information of a general nature is provided.

The District has not reviewed the proposed project in detail and the following comments do not in any way constitute or imply District approval or endorsement of the proposed project with respect to flood hazard, public health and safety, or any other such issues:

- This project involves District Master Plan Facilities, namely Perris Valley MDP Laterals K-16, K-19, K-20, K-21, K-22, K-23, K-24, Line K from Barrett Avenue to Medical Center Drive and Line H from the 215 Freeway to an adequate outlet. The District will accept ownership of such facilities on written request of the City. Facilities must be constructed to District standards, and District plan check and inspection will be required for District acceptance. Plan check, inspection and administrative fees will be required.(see Attachment "A")

- The District has initiated a review of the hydrology study for the project. The project proposes to divert flows from the Line J system to the Line K system. It should be noted that as an alternative to this diversion, the developer may consider constructing the portion of Lateral J-9 that would convey a portion of the offsite flows west of the 215 to the Line J system as proposed per the MDP. The portion of Lateral J-9 would be an extension of Lateral J-9, Stage 2, Drawing No. 4-921 (soon to be under construction). The project is also proposing to change the alignment and sizes of the several MDP facilities. Any proposed changes to the MDP should be submitted to the Project Planning Section of the District for review. If the changes are in substantial conformance with the District's adopted MDP the developer may request an administrative update to the MDP.

- This project is located within the limits of the District's Perris Valley Area Drainage Plan for which drainage fees have been adopted; applicable fees should be paid by cashier's check or money order only to the Flood Control District or City prior to issuance of grading permits. Fees to be paid should be at the rate in effect at the time of issuance of the actual permit.

- An encroachment permit shall be obtained for Perris Valley MDP Lateral K-14, Line K, and Line J and any construction related activities occurring within District right of way or facilities. For further information, contact the District's encroachment permit section at 951.955.1266.

ATTACHMENT "A"

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

FACILITY ACCEPTANCE REQUIREMENTS

Re: TTM 35103

If the City desires the District to accept ownership and responsibility for the operation and maintenance of drainage facilities, excluding all catch basin inlets and connector pipes within the City right of way, the drainage facility shall be constructed to District design and maintenance standards. District plan check and inspection will be required. Plans and calculations submitted to the District shall include a completed Flood Control Deposit Based Worksheet and the appropriate plan check fee deposit. The worksheet can be found at http://www.co.riverside.ca.us/depts/flood/developmentreview in .pdf format.

The following five items must be accomplished prior to starting construction of the drainage facility:

1) The developer shall submit to the District the preliminary title reports, plats and legal descriptions for all right of way to be conveyed to the District and secure that right of way to the satisfaction of the District.
2) A three party agreement between the City, District and Developer must be executed which establishes the terms and conditions of inspection, operation and maintenance. An application to draw up an agreement must be submitted to the attention of Imad Guirguis of the District's Administrative Services Section. The agreement application may be found at the same URL mentioned above.
3) Approved plans for the facility must be signed by the District's General Manager-Chief Engineer. The plans cannot be signed prior to execution of the agreement.
4) All regulatory permits (and any attachments thereto such as Habitat Mitigation and Monitoring Plans, Conservation Plans/Easements) to be secured by the Developer shall be submitted to the City and District for review and approval.
5) The applicant shall show written proof of compliance with the Multiple Species Habitat Conservation Plan (MSHCP) for any drainage facilities the applicant proposes to be maintained by the District. All applicable CEQA and MSHCP documents and permits shall address the construction, operation and maintenance of all onsite and offsite drainage facilities.

AM:blj

GENERAL INFORMATION

This project may require a National Pollutant Discharge Elimination System (NPDES) permit from the State Water Resources Control Board. Clearance for grading, recordation or other final approval should not be given until the City has determined that the project has been granted a permit or is shown to be exempt.

If this project involves a Federal Emergency Management Agency (FEMA) mapped flood plain, then the City should require the applicant to provide all studies, calculations, plans and other information required to meet FEMA requirements, and should further require that the applicant obtain a Conditional Letter of Map Revision (CLOMR) prior to grading, recordation or other final approval of the project, and a Letter of Map Revision (LOMR) prior to occupancy.

If a natural watercourse or mapped flood plain is impacted by this project, the City should require the applicant to obtain a Section 1601/1603 Agreement from the California Department of Fish and Game and a Clean Water Act Section 404 Permit from the U.S. Army Corps of Engineers, or written correspondence from these agencies indicating the project is exempt from these requirements. A Clean Water Act Section 401 Water Quality Certification may be required from the local California Regional Water Quality Control Board prior to issuance of the Corps 404 permit.

Very truly yours,

DALE V. ANDERSON
Senior Civil Engineer

Enclosure - Attachment "A"

c: Riverside County Planning Department
Attn: David Mares
Tri-Lake Consultants
Attn: Habib Motlagh

DLH:blj

CITY OF PERRIS
PUBLIC WORKS DEPARTMENT

MEMO

Revised at City Council Meeting February 10, 2026
Revised at Planning Commission December 17, 2025

Date: ~~December 8, 2025~~

To: Albert Armijo, Planner

From: Liset Hernadez, Public Works Manager

By: David Morones, Public Works Program Coordinator

Subject: Harvest Landing Specific Plan – PLN22-05250 SPA, PLN24-05175 GPA, PLN24-05176 ZC

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 conditioned shall be installed prior to issuance of any occupancy permits. All questions regarding the true meaning of the conditions shall be referred to the Public Works Department.

These conditions pertain to the proposed project site attached as **(Revised)** Exhibit A. These conditions are subject to change and new analyses may be necessary if 1) there is any change to the proposed project site or 2) Planning Commission or City Council recommends/approves any of the other EIR alternatives or 3) determined by the Planning Department and City Engineer.

Development of TPM 38811 shall comply with all underlying approved Conditions of Approval for the Harvest Landing Specific Plan, PLN22-05250 – SPA.

Development of individual parcels shall be subject to subsequent review of each parcel and subject to specific Conditions of Approval. Site layout, access, drainage pattern and conveyance, shall be reviewed and approved by the City, EMWD and RCFCD at the Development Review Stage.

1. **Dedication and/or Landscape Maintenance Easement.** Offer of Dedication and

Landscape Maintenance Easement for City landscape maintenance district shall be provided as follows:

a. **Perris Boulevard – Primary Arterial** – Provide offer of dedication as needed to provide for full half-width street (68' half-width ROW), curb gutter, 14' raised landscape median, 17' westerly right-of-way parkway 10' shared use sidewalk, and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department.

b. **Perris Boulevard – Primary Arterial – Expanded** – Provide offer of dedication as needed to provide for full half-width street (80' half-width ROW), curb gutter, 14' raised landscape median, 17' westerly right-of-way parkway 10' shared use sidewalk, and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department.

c. **Frontage Road - ~~Major Collector~~ Secondary Arterial** – Between Barrett Ave and Orange Ave - Provide offer of dedication as needed to provide for full width street (105'ROW), curb gutter, 14' raised landscape median, easterly parkway: ~~5'~~ **6'** curb adjacent landscaping and ~~10' shared use~~ **6'** sidewalk ~~accommodated by an additional 3' wide easement~~, westerly parkway: 4' curb adjacent landscaping, and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department.

d. **Frontage Road - ~~Major Collector~~ Secondary Arterial** – Between Orange Ave and Specific Plan Limits - Provide offer of dedication as needed to provide for full width street (105'ROW), curb gutter, 14' raised landscape median, easterly parkway: ~~5'~~ **6'** curb adjacent landscaping and ~~10' shared use~~ **6'** sidewalk ~~accommodated by an additional 3' wide easement~~, westerly parkway: 7' curb adjacent landscaping, and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department.

e. **Orange Avenue – Secondary Arterial** – Between Perris Blvd and Barrett Ave - Provide offer of dedication as needed to provide for full width street, (109' ROW) curb gutter, 16' southerly right-of-way parkway, 14' raised landscape median, and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department.

f. **Orange Avenue – Secondary Arterial** – Between Barrett Ave and Frontage Rd - Provide offer of dedication as needed to provide for full width street, (112' ROW) curb gutter, 16' southerly right-of-way parkway, 12' northerly right-of-way parkway, 14' raised landscape median, and off-site landscaping

requirements, as determined by Planning Department, City Engineer, and Public Works Department.

g. **Indian Avenue – Secondary Arterial** – Between Orange Ave and Placentia Ave - Provide offer of dedication as needed to provide for full width street, (94' ROW, 47' halfwidth) curb gutter, 6' sidewalk, 6' curb adjacent landscape, 14' raised landscape median and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department.

(1) **Indian Avenue – Modified Secondary Arterial** – Provide offer of dedication as needed to provide for full width street (77' ROW), 30' westerly half-width, 47' easterly half-width, curb gutter, 6' sidewalk, and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department. This condition is only in effect until such time as the school site is relocated, at which point it shall be null and void and condition 1(g) shall be followed.

h. **Barrett Avenue - Major Collector** - Provide offer of dedication as needed to provide for full half width street, (78' ROW, 39' halfwidth) curb gutter, painted median, 6' sidewalk, 5' curb adjacent landscape and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department. The existing segment of easterly parkway along the Walmart Supercenter shall be protected in place.

i. **Water Avenue - Local** - Provide offer of dedication as needed to provide for full width street, (60' ROW, 30' halfwidth) as determined by Planning Department, City Engineer, and Public Works Department. This condition is only in effect until such time as the school site is relocated, at which point it shall be null and void.

j. **Harvest Landing Way - Modified Collector** - Provide offer of dedication as needed to provide for full width street, (84' ROW) curb gutter, 14' raised landscape median, 6' sidewalk, 5' curb adjacent landscape and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department.

k. **Water Avenue - Local** - Provide offer of dedication as needed to provide for full width street, (60' ROW, 30' halfwidth) as determined by Planning Department, City Engineer, and Public Works Department. This condition is only in effect until such time as the school site is relocated, at which point it shall be null and void.

l. **Drainage Easements** – Provide drainage easements as determined by the City Engineer.

m. **Harvest Landing Sports Park Frontage (Orange Ave) – Northside of Orange Ave West of Barrett Ave - Provide offer of dedication as needed to provide for full width street, (112' ROW) curb gutter, 12' northerly right-of-way parkway, 14' raised landscape median, and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department.**

n. **Harvest Landing Sports Park Frontage (Barrett Ave) – West side of Barrett Ave North of Orange Ave - Provide offer of dedication as needed to provide for full half width street, (78' ROW, 39' halfwidth) curb gutter, painted median, 6' sidewalk, 5' curb adjacent landscape and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department.**

2. **Landscape Maintenance Easement and Landscape Easement Agreement** - The developer shall provide, for review and approval, an Offer of Dedication and certificate of acceptance, complete with 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 landscape easement and Landscape easement agreement, acceptable to the City of Perris. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing, if needed.

3. **Landscaping Plans** - Three (3) copies of Construction Landscaping and Irrigation Plans for the off-site landscaping, including any medians or other landscape areas along the dedications shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. This landscape plan shall be titled "Off-site Landscape Plan for SPA 22-05250, PLNXX-XXXX" and shall be exclusive of any private property, on-site landscaping. Elements of the Landscape Plan shall include but not be limited to:

   a. **Landscape Limits** – Limits of right-of-way areas or easement areas, defined by concrete mow 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 Special Districts Division, including:

      - Per Section 5.0 Design Guidelines for plant palette, sizing and spacing

requirements in Harvest Landing Specific Plan Amendment 3. As well as, trees, plants, shrubs, and groundcover as determined by the Special Districts Division.

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 Special Districts Division. Components shall include, but not be limited to Rainbird XBT-20PC w/ Diffuser, or equal on flexible PVC risers, Sentry Guard Cable Guard and Union Guard, and backflow Wilkens Model 375 (or equal). The controller shall include an ET based controller with weather station that is centrally controlled capable and wi-fi ready (Weather Trak Pro3, or equal, with Rain Sensor). At the discretion of the 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. Five (5) year bundle wireless service, blade antenna and flow sensor, and ET programmed.

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. A meter cannot be shared between Flood Control District #1, Landscape Maintenance District #1, and/or Lighting Maintenance District 84-1, nor can a meter servicing on-site improvements be used to provide water and/or power to off-site improvements. All electrical and water meters shall be in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene and away from street intersections. Show location of separate water and electrical utility meters intended to serve maintenance district areas exclusively. Show locations of water and electrical meter for landscape district. Show location of water and electrical meter for flood control district. Show location of electrical meter for Traffic signal and street lighting district, on respective plans. Coordinate location of meters on landscape and civil engineering plan.

e. **Controllers** - The off-site irrigation controllers are to be located within the right of way (preferably within the off-site landscape area). All point of connection equipment including irrigation controller pedestals, electrical meter pedestals, and backflow preventers are to be in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene, and away from street

intersections. Backflow preventers are to be screened on at least three sides with (5) gallon plant material. The fourth side shall be open to the back of the landscape area to allow the backflow cage to be opened without interference with plant materials. Backflow cages shall meet the required City of Perris Engineering Standards in effect at the time of approval.

f. **Recycled Water** - If applicable. The project landscape architect shall coordinate with EMWD to verify if the site will be served with recycled water and design all irrigation and landscape plans to meet the requirements of EMWD and provide additional irrigation components as needed.

g. **EMWD Landscape Plan Approval** – The project landscape architect shall submit a copy of all irrigation plans and specifications to EMWD for approval. The project landscape architect must confirm with EMWD that the plans have been approved by EMWD and submit written proof of approval by EMWD prior to the City approving the final Landscape Plans. Until the final landscape plan has been approved by the City of Perris, the maintenance areas depicted cannot be accepted by the City for maintenance. The developer shall coordinate both reviews to ensure acceptability of plans by both EMWD and the City of Perris, prior to approval by either agency.

h. **Landscape Weed Barrier** - Weed cloth with a minimum expected life of 10-years shall be required under all gravel, rock, or cobble areas.

i. **Wire Mesh and Gravel at Pull Boxes** - Provide wire mesh and gravel layer within valve boxes to prevent rodent intrusion.

j. **Concrete Maintenance Band at Medians and Mortar Cobble Turn Lane** – Provide 12" wide concrete maintenance band (safety edge) around entire median. At turn pockets provide mortared cobble creek bed, round stone sized 6" to 12".

k. **Perimeter Walls Graffiti Coating** – Provide anti-graffiti coating to 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.

m. **SB 1383 Mulch Compliance** – All mulch procured for use on City landscape areas must be produced from green waste sourced from a permitted/registered

facility under 14 CCR 18993.1(4)(B). Visit https://www2.calrecycle.ca.gov/SolidWaste/Site/Search for facility searches. Developer must turn over invoices for such mulch that identify the Direct Procurement or Direct Service Provider name.

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 for at least two working days (Monday through Friday) during normal staff hours, prior to the actual inspection. Contact Public Works Special Districts Division at (951) 657-3280 to schedule inspections.
   - **Inspection #1** – Trenches open, irrigation installed, and system pressurized to 150 PSI for four hours.
   - **Inspection #2** – Soil prepared, and plant materials positioned and ready to plant.
   - **Inspection #3** – Landscaping installed, with all equipment and irrigation system fully operational, including water meter and electric meter.
   - **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 Division. **The applicant shall be responsible for ensuring that a 6-month reserve has been secured for the site prior to the City assuming maintenance responsibilities. A site will not be granted the Start of the 1 Year Maintenance Period if there is not adequate funding for the City to assume maintenance responsibilities the following year.**
   - **Inspection #5 (Turn-Over)** – 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 #4 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. The 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 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 Special Districts Division, the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items. Prior to acceptance into Lighting District 84-1,

coordinate 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). Developers 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 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 Work's 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' Special Districts Division. 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 Special Districts Division. The Public Works' 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' Special Districts Division 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. **(A.) Assessment Districts.** **Prior to issuance of Grading Permit, issuance of Building Permit, or Final Map Recordation, whichever occurs first**, the developer shall **complete annexation** into the special districts, posting an adequate maintenance performance bond to be retained by the City as required by the Public Works Department. The applicant 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. Upon receipt of deposit and Consent and Waiver Forms, the developer shall work with City to meet all required milestones for annexations. 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 and traffic signal proposed by the project, as determined by the City Engineer
- ***Consent and Waiver for Landscape Maintenance District No. 1*** – New off-site parkway landscape proposed by the project and pay a fair share of the existing median landscape maintenance cost.
- ***Petition for Flood Control Maintenance District No. 1*** - New Off-site Flood Control Facilities proposed by the project, and existing storm

drain pipes, catch basins, and downstream earthen channels, as determined by the City Engineer.

- Original notarized document(s) to be sent to:
  Daniel Louie
  Wildan Financial Services
  27368 Via Industria, #200
  Temecula, CA 92590

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 the 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.

(B.) Community Facilities Districts. **Prior to issuance of Grading Permit, issuance of Building Permit, or Final Map Recordation, whichever occurs first**, the developer shall **complete annexation** into any community facilities or similar district that provides funding for maintenance, services, or public improvements that benefit the project or provision shall be made satisfactory to the City for providing these services in the applicable district. The cost and benefits shall be described in the applicable district and annexation documents. In addition to districts that exist as of the date of project approval, this condition shall include later-formed districts provided that such districts are in existence as of the time of

issuance of any grading permit or building permit for the project, as applicable. Such districts may include but are not limited to the following:

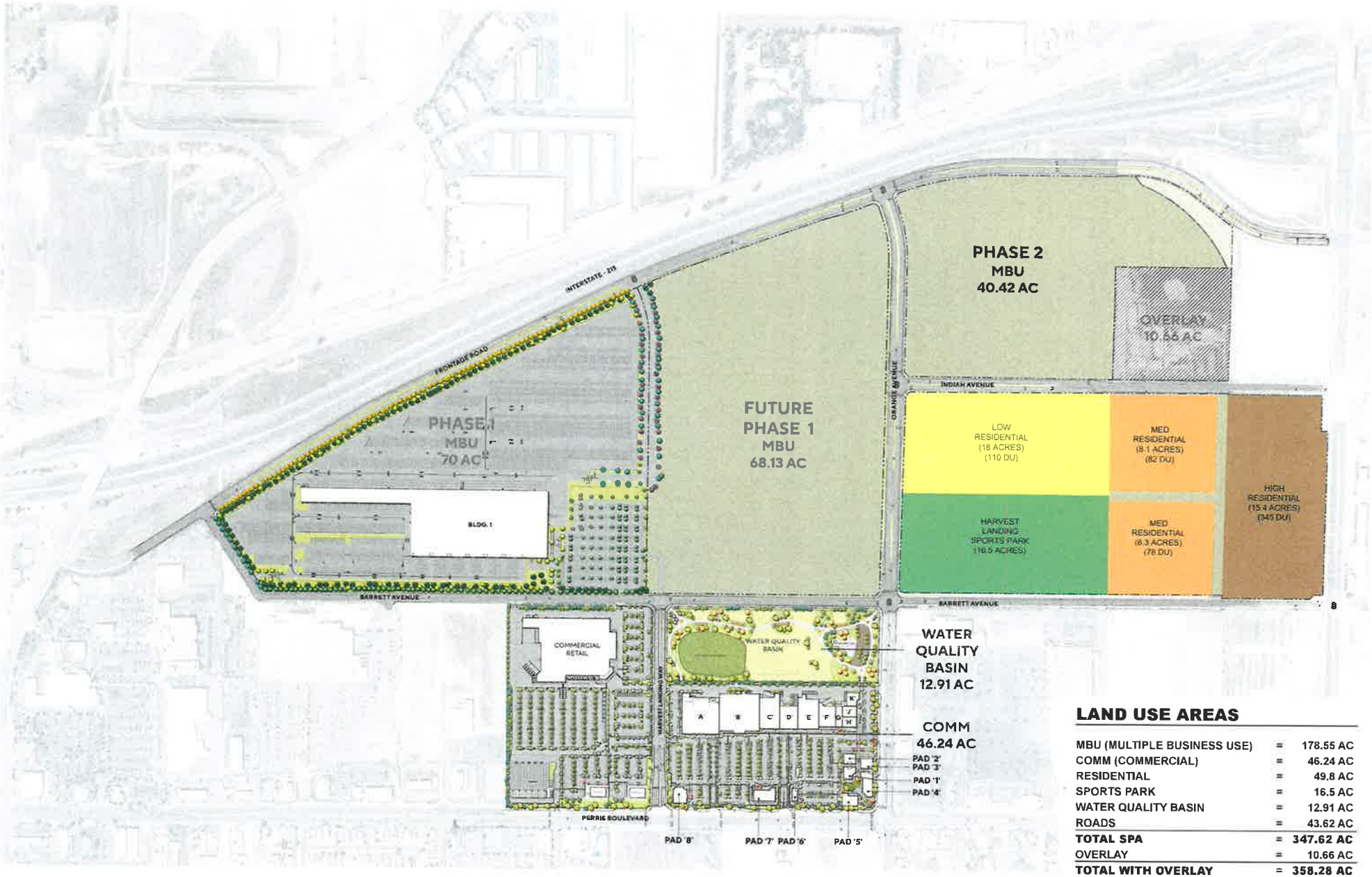
- ***Perris Community Facilities District; and***
- ***Any other applicable Community Facilities District***

10. **Prior to Certificate of Occupancy ~~(MBU/Commercial)~~.** The issuance of occupancy certificate(s) is ***stringent*** upon meeting the Conditions of Approval set forth by Public Works. The following should be understood by Developer:
    a. Issuance of First Temporary Certificate of Occupancy
        i. May only be permitted if Developer has completed annexations into aforementioned districts, and
        ii. Upon no Public Works corrections at completion of Condition 4: Landscape Inspection #3, and
        iii. Completion of Conditions 1 through 3 and 6 through 8.
    b. Issuance of First Certificate of Occupancy
        i. Upon confirmation by Public Works that all conditions set forth in this document have been completed to satisfaction.

Attachments
(Revised) Exhibit A – Proposed Project Site (Land Use)
(Revised) Exhibit B – Roadway Cross Sections

REVISED EXHIBIT A

PROPOSED PROJECT SITE (LAND USE)



LAND USE AREAS

MBU (MULTIPLE BUSINESS USE)	=	178.55 AC
COMM (COMMERCIAL)	=	46.24 AC
RESIDENTIAL	=	49.8 AC
SPORTS PARK	=	16.5 AC
WATER QUALITY BASIN	=	12.91 AC
ROADS	=	43.62 AC
TOTAL SPA	=	**347.62 AC**
OVERLAY	=	10.66 AC
TOTAL WITH OVERLAY	=	**358.28 AC**

HARVEST LANDING RETAIL CENTER & BUSINESS PARK

PERRIS, CA

CONCEPTUAL MASTER PLAN

Architecture Design Relationships

A1

REVISED EXHIBIT B

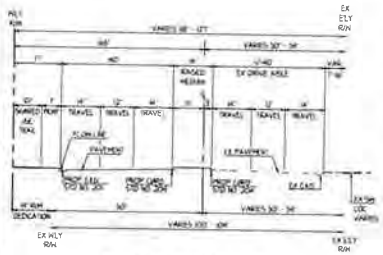
ROADWAY CROSS SECTIONS

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

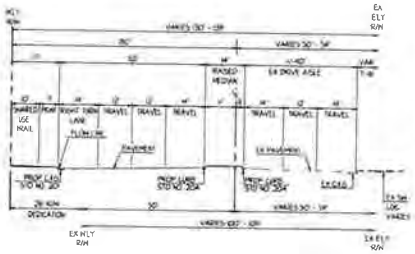
HARVEST LANDING RETAIL CENTER & BUSINESS PARK

PROPOSED STREET SECTIONS

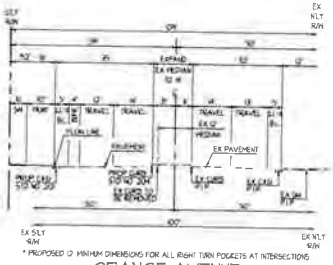
TENTATIVE PARCEL MAPS 38810 & 38811



PERRIS BOULEVARD
PRIMARY ARTERIAL
(99/121)

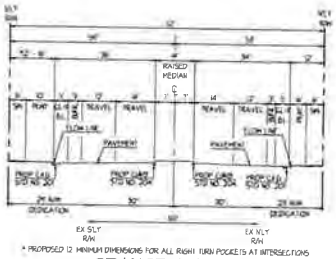


EXPANDED PERRIS BOULEVARD
PRIMARY ARTERIAL
(93/121)



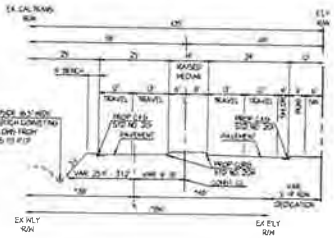
* PROPOSED 12 MINIMUM DIMENSIONS FOR ALL RIGHT TURN POCKETS AT INTERSECTIONS

ORANGE AVENUE
(PERRIS BLVD - BARRETT AVE)
SECONDARY ARTERIAL
(109/181)



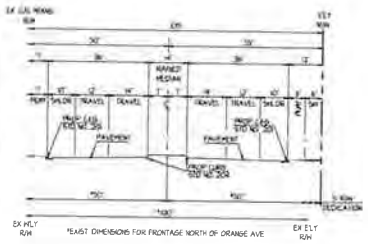
* PROPOSED 12 MINIMUM DIMENSIONS FOR ALL RIGHT TURN POCKETS AT INTERSECTIONS

ORANGE AVENUE
(BARRETT AVE - FRONTAGE RD)
SECONDARY ARTERIAL
(112/184)



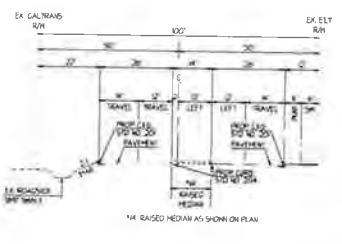
*EAST DIMENSIONS FOR FRONTAGE SOUTH OF ORANGE AVE

FRONTAGE ROAD
(BARRETT AVE - ORANGE AVE)
SECONDARY ARTERIAL
(105/186)



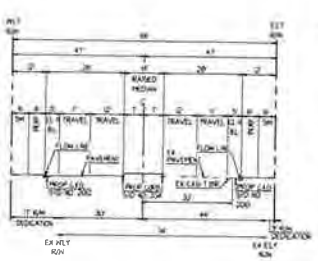
*EAST DIMENSIONS FOR FRONTAGE NORTH OF ORANGE AVE

FRONTAGE ROAD
(ORANGE AVE - LIMITS OF TPM 38810)
SECONDARY ARTERIAL
(105/186)

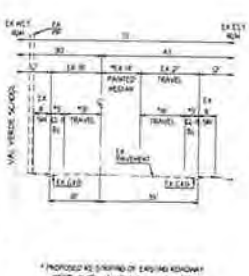


*14' RAISED MEDIAN AS SHOWN ON PLAN

FRONTAGE ROAD
(LIMITS OF TPM 38810 - PLACENTIA AVE)
SECONDARY ARTERIAL
(100/186)

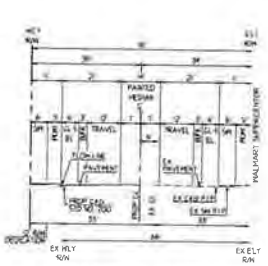


INDIAN AVE
(ORANGE - VAL VERDE SCHOOL)
SECONDARY ARTERIAL
(94/170)

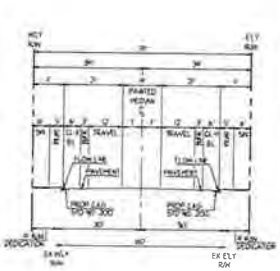


* PROPOSED AS EXISTING OF EXISTING ROADWAY

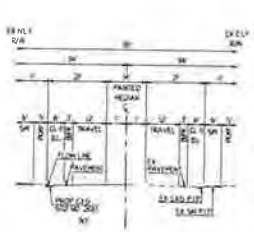
PROP INDIAN AVE
(VAL VERDE SCHOOL - PLACENTIA AVE)
SECONDARY ARTERIAL
(74/150)



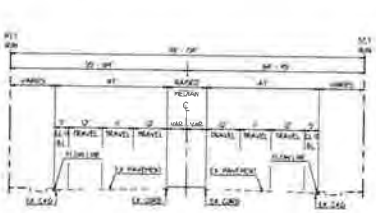
BARRETT AVE
(FRONTAGE RD. - N'LY WALMART DWY)
MAJOR COLLECTOR
(78/156)



BARRETT AVE
(N'LY WALMART DWY - ORANGE AVE)
MAJOR COLLECTOR
(78/156)

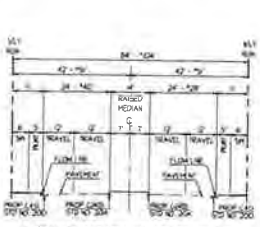


BARRETT AVE
(ORANGE AVE - PLACENTIA AVE)
MAJOR COLLECTOR
(78/156)



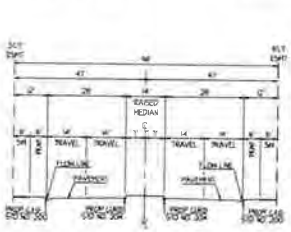
EXISTING SECTION PER APPROVED PLACENTIA AVENUE WIDENING PROJECT PD-1288

PLACENTIA AVENUE
ARTERIAL



PROPOSED DIMENSIONS FOR INTERSECTION WITH PERRIS BLVD

HARVEST LANDING WAY
MODIFIED COLLECTOR
(84/162)



PRIVATE DRIVE "A"
SECONDARY ARTERIAL
(94/170)

CITY OF PERRIS

HARVEST LANDING RETAIL CENTER & BUSINESS PARK
PROPOSED STREET SECTIONS
TENTATIVE PARCEL MAP 38810 & 38811

FMCIVIL ENGINEERING INC
24985 TECHNOLOGY DRIVE, SUITE 300
MURRIETA | CA. 92563
951.973.0201 - FMCIVIL.COM

SHEET 1 OF 1 SHEETS

CITY OF PERRIS
PUBLIC WORKS DEPARTMENT

MEMO

Revised at City Council Meeting February 10, 2026
Revised at Planning Commission December 17, 2025

Date: ~~December 8, 2025~~

To: Albert Armijo, Planner

From: Liset Hernadez, Public Works Manager

By: David Morones, Public Works Program Coordinator

Subject: Harvest Landing Phase 1
~~PLN22-05251 – TPM 38811~~
~~PLN22-00018 – DPR (Commercial) PLN22-05050 – CUP (Com./Drive-thru)~~
~~PLN22-05239 – DPR (Building 1) PLN23-05235 – CUP (Fueling station)~~

PLN24-05198 – TPM 38811, PLN22-05239 – DPR (Parcel Hub),
PLN23-00018 – DPR (Commercial), PLN22-05005 – CUP (Com./Drive-thru),
PLN23-05235 – CUP (Fueling Station)

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 conditioned shall be installed prior to issuance of any occupancy permits. All questions regarding the true meaning of the conditions shall be referred to the Public Works Department.

These conditions pertain to the proposed project site attached as **(Revised)** Exhibit A. These conditions are subject to change and new analyses may be necessary if 1) there is any change to the proposed project site or 2) Planning Commission or City Council recommends/approves any of the other EIR alternatives or 3) determined by the Planning Department and City Engineer.

Development of TPM 38811 shall comply with all underlying approved Conditions of Approval for the Harvest Landing Specific Plan, PLN22-05250 – SPA.

Development of individual parcels shall be subject to subsequent review of each parcel and subject to specific Conditions of Approval. Site layout, access, drainage pattern and conveyance, shall be reviewed and approved by the City, EMWD and RCFCD at the Development Review Stage.

Dedication and/or Landscape Maintenance Easement. Offer of Dedication and Landscape Maintenance Easement for City landscape maintenance district shall be provided as follows:

a. **Perris Boulevard – Primary Arterial** – Provide offer of dedication as needed to provide for full half-width street (68' half-width ROW), curb gutter, 14' raised landscape median, 17' westerly right-of-way parkway 10' shared use sidewalk, and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department.

b. **Perris Boulevard – Primary Arterial – Expanded** – Provide offer of dedication as needed to provide for full half-width street (80' half-width ROW), curb gutter, 14' raised landscape median, 17' westerly right-of-way parkway 10' shared use sidewalk, and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department.

c. **Frontage Road - ~~Major Collector~~ Secondary Arterial** – Between Barrett Ave and Orange Ave - Provide offer of dedication as needed to provide for full width street (105'ROW), curb gutter, 14' raised landscape median, easterly parkway: ~~5'~~ **6'** curb adjacent landscaping and ~~10' shared use~~ **6'** sidewalk ~~accommodated by an additional 3' wide easement~~, westerly parkway: 4' curb adjacent landscaping, and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department.

d. **Frontage Road - ~~Major Collector~~ Secondary Arterial** – Between Orange Ave and Specific Plan Limits - Provide offer of dedication as needed to provide for full width street (105'ROW), curb gutter, 14' raised landscape median, easterly parkway: ~~5'~~ **6'** curb adjacent landscaping and ~~10' shared use~~ **6'** sidewalk ~~accommodated by an additional 3' wide easement~~, westerly parkway: 7' curb adjacent landscaping, and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department.

e. **Orange Avenue – Secondary Arterial** – Between Perris Blvd and Barrett Ave - Provide offer of dedication as needed to provide for full width street, (109' ROW) curb gutter, 16' southerly right-of-way parkway, 14' raised

landscape median, and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department.

f. **Orange Avenue – Secondary Arterial** – Between Barrett Ave and Frontage Rd - Provide offer of dedication as needed to provide for full width street, (112' ROW) curb gutter, 16' southerly right-of-way parkway, 12' northerly right-of-way parkway, 14' raised landscape median, and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department.

g. **Indian Avenue – Secondary Arterial** – Between Orange Ave and Placentia Ave - Provide offer of dedication as needed to provide for full width street, (94' ROW, 47' halfwidth) curb gutter, 6' sidewalk, 6' curb adjacent landscape, 14' raised landscape median and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department.

(1) **Indian Avenue – Modified Secondary Arterial** – Provide offer of dedication as needed to provide for full width street (77' ROW), 30' westerly half-width, 47' easterly half-width, curb gutter, 6' sidewalk, and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department. This condition is only in effect until such time as the school site is relocated, at which point it shall be null and void and condition 1(g) shall be followed.

h. **Barrett Avenue - Major Collector -** Provide offer of dedication as needed to provide for full half width street, (78' ROW, 39' halfwidth) curb gutter, painted median, 6' sidewalk, 5' curb adjacent landscape and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department. The existing segment of easterly parkway along the Walmart Supercenter shall be protected in place.

i. **Water Avenue - Local -** Provide offer of dedication as needed to provide for full width street, (60' ROW, 30' halfwidth) as determined by Planning Department, City Engineer, and Public Works Department. This condition is only in effect until such time as the school site is relocated, at which point it shall be null and void.

j. **Harvest Landing Way - Modified Collector -** Provide offer of dedication as needed to provide for full width street, (84' ROW) curb gutter, 14' raised landscape median, 6' sidewalk, 5' curb adjacent landscape and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department.

k. **Drainage Easements** – Provide drainage easements as determined by the

City Engineer.

l. **Harvest Landing Sports Park Frontage (Orange Ave) – Northside of Orange Ave West of Barrett Ave - Provide offer of dedication as needed to provide for full width street, (112' ROW) curb gutter, 12' northerly right-of-way parkway, 14' raised landscape median, and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department.**

m. **Harvest Landing Sports Park Frontage (Barrett Ave) – West side of Barrett Ave North of Orange Ave - Provide offer of dedication as needed to provide for full half width street, (78' ROW, 39' halfwidth) curb gutter, painted median, 6' sidewalk, 5' curb adjacent landscape and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department.**

2. **Landscape Maintenance Easement and Landscape Easement Agreement** - The developer shall provide, for review and approval, an Offer of Dedication and certificate of acceptance, complete with 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 landscape easement and Landscape easement agreement, acceptable to the City of Perris. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing, if needed.

3. **Landscaping Plans** - Three (3) copies of Construction Landscaping and Irrigation Plans for the off-site landscaping, including any medians or other landscape areas along the dedications shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. This landscape plan shall be titled "Off-site Landscape Plan for SPA 22-05250, PLNXX-XXXX" and shall be exclusive of any private property, on-site landscaping. Elements of the Landscape Plan shall include but not be limited to:

a. **Landscape Limits** – Limits of right-of-way areas or easement areas, defined by concrete mow 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 Special Districts Division, including:

- Per Section 5.0 Design Guidelines for plant palette, sizing and spacing requirements in Harvest Landing Specific Plan Amendment 3. As well as, trees, plants, shrubs, and groundcover as determined by the Special Districts Division.

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 Special Districts Division. Components shall include, but not be limited to Rainbird XBT-20PC w/ Diffuser, or equal on flexible PVC risers, Sentry Guard Cable Guard and Union Guard, and backflow Wilkens Model 375 (or equal). The controller shall include an ET based controller with weather station that is centrally controlled capable and wi-fi ready (Weather Trak Pro3, or equal, with Rain Sensor). At the discretion of the 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. Five (5) year bundle wireless service, blade antenna and flow sensor, and ET programmed.

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. A meter cannot be shared between Flood Control District #1, Landscape Maintenance District #1, and/or Lighting Maintenance District 84-1, nor can a meter servicing on-site improvements be used to provide water and/or power to off-site improvements. All electrical and water meters shall be in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene and away from street intersections. Show location of separate water and electrical utility meters intended to serve maintenance district areas exclusively. Show locations of water and electrical meter for landscape district. Show location of water and electrical meter for flood control district. Show location of electrical meter for Traffic signal and street lighting district, on respective plans. Coordinate location of meters on landscape and civil engineering plan.

e. **Controllers** - The off-site irrigation controllers are to be located within the right of way (preferably within the off-site landscape area). All point of connection equipment including irrigation controller pedestals, electrical meter pedestals, and backflow preventers are to be in locations that are easily accessible to maintenance

staff while not visually obtrusive in the street scene, and away from street intersections. Backflow preventers are to be screened on at least three sides with (5) gallon plant material. The fourth side shall be open to the back of the landscape area to allow the backflow cage to be opened without interference with plant materials. Backflow cages shall meet the required City of Perris Engineering Standards in effect at the time of approval.

f. **Recycled Water** - If applicable. The project landscape architect shall coordinate with EMWD to verify if the site will be served with recycled water and design all irrigation and landscape plans to meet the requirements of EMWD and provide additional irrigation components as needed.

g. **EMWD Landscape Plan Approval** – The project landscape architect shall submit a copy of all irrigation plans and specifications to EMWD for approval. The project landscape architect must confirm with EMWD that the plans have been approved by EMWD and submit written proof of approval by EMWD prior to the City approving the final Landscape Plans. Until the final landscape plan has been approved by the City of Perris, the maintenance areas depicted cannot be accepted by the City for maintenance. The developer shall coordinate both reviews to ensure acceptability of plans by both EMWD and the City of Perris, prior to approval by either agency.

h. **Landscape Weed Barrier** - Weed cloth with a minimum expected life of 10-years shall be required under all gravel, rock, or cobble areas.

i. **Wire Mesh and Gravel at Pull Boxes** - Provide wire mesh and gravel layer within valve boxes to prevent rodent intrusion.

j. **Concrete Maintenance Band at Medians and Mortar Cobble Turn Lane** – Provide 12" wide concrete maintenance band (safety edge) around entire median. At turn pockets provide mortared cobble creek bed, round stone sized 6" to 12".

k. **Perimeter Walls Graffiti Coating** – Provide anti-graffiti coating to 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.

m. **SB 1383 Mulch Compliance** – All mulch procured for use on City landscape areas must be produced from green waste sourced from a permitted/registered

facility under 14 CCR 18993.1(4)(B). Visit https://www2.calrecycle.ca.gov/SolidWaste/Site/Search for facility searches. Developer must turn over invoices for such mulch that identify the Direct Procurement or Direct Service Provider name.

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 for at least two working days (Monday through Friday) during normal staff hours, prior to the actual inspection. Contact Public Works Special Districts Division at (951) 657-3280 to schedule inspections.

- **Inspection #1** – Trenches open, irrigation installed, and system pressurized to 150 PSI for four hours.
- **Inspection #2** – Soil prepared, and plant materials positioned and ready to plant.
- **Inspection #3** – Landscaping installed, with all equipment and irrigation system fully operational, including water meter and electric meter.
- **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 Division. **The applicant shall be responsible for ensuring that a 6-month reserve has been secured for the site prior to the City assuming maintenance responsibilities. A site will not be granted the Start of the 1 Year Maintenance Period if there is not adequate funding for the City to assume maintenance responsibilities the following year.**
- **Inspection #5 (Turn-Over)** – 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 #4 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. The 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 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 Special Districts Division, the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items. Prior to acceptance into Lighting District 84-1,

coordinate 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). Developers 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 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 Work's 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' Special Districts Division. 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 Special Districts Division. The Public Works' 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' Special Districts Division 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. **(A.) Assessment Districts.** **Prior to issuance of Grading Permit, issuance of Building Permit, or Final Map Recordation, whichever occurs first**, the developer shall **complete annexation** into the special districts, posting an adequate maintenance performance bond to be retained by the City as required by the Public Works Department. The applicant 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. Upon receipt of deposit and Consent and Waiver Forms, the developer shall work with City to meet all required milestones for annexations. 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 and traffic signal proposed by the project, as determined by the City Engineer
- ***Consent and Waiver for Landscape Maintenance District No. 1*** – New off-site parkway landscape proposed by the project and pay a fair share of the existing median landscape maintenance cost.
- ***Petition for Flood Control Maintenance District No. 1*** - New Off-site Flood Control Facilities proposed by the project, and existing storm

drain pipes, catch basins, and downstream earthen channels, as determined by the City Engineer.

- Original notarized document(s) to be sent to:
  Daniel Louie
  Wildan Financial Services
  27368 Via Industria, #200
  Temecula, CA 92590

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 the 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.

(B.) Community Facilities Districts. **Prior to issuance of Grading Permit, issuance of Building Permit, or Final Map Recordation, whichever occurs first**, the developer shall **complete annexation** into any community facilities or similar district that provides funding for maintenance, services, or public improvements that benefit the project or provision shall be made satisfactory to the City for providing these services in the applicable district. The cost and benefits shall be described in the applicable district and annexation documents. In addition to districts that exist as of the date of project approval, this condition shall include later-formed districts provided that such districts are in existence as of the time of

issuance of any grading permit or building permit for the project, as applicable. Such districts may include but are not limited to the following:

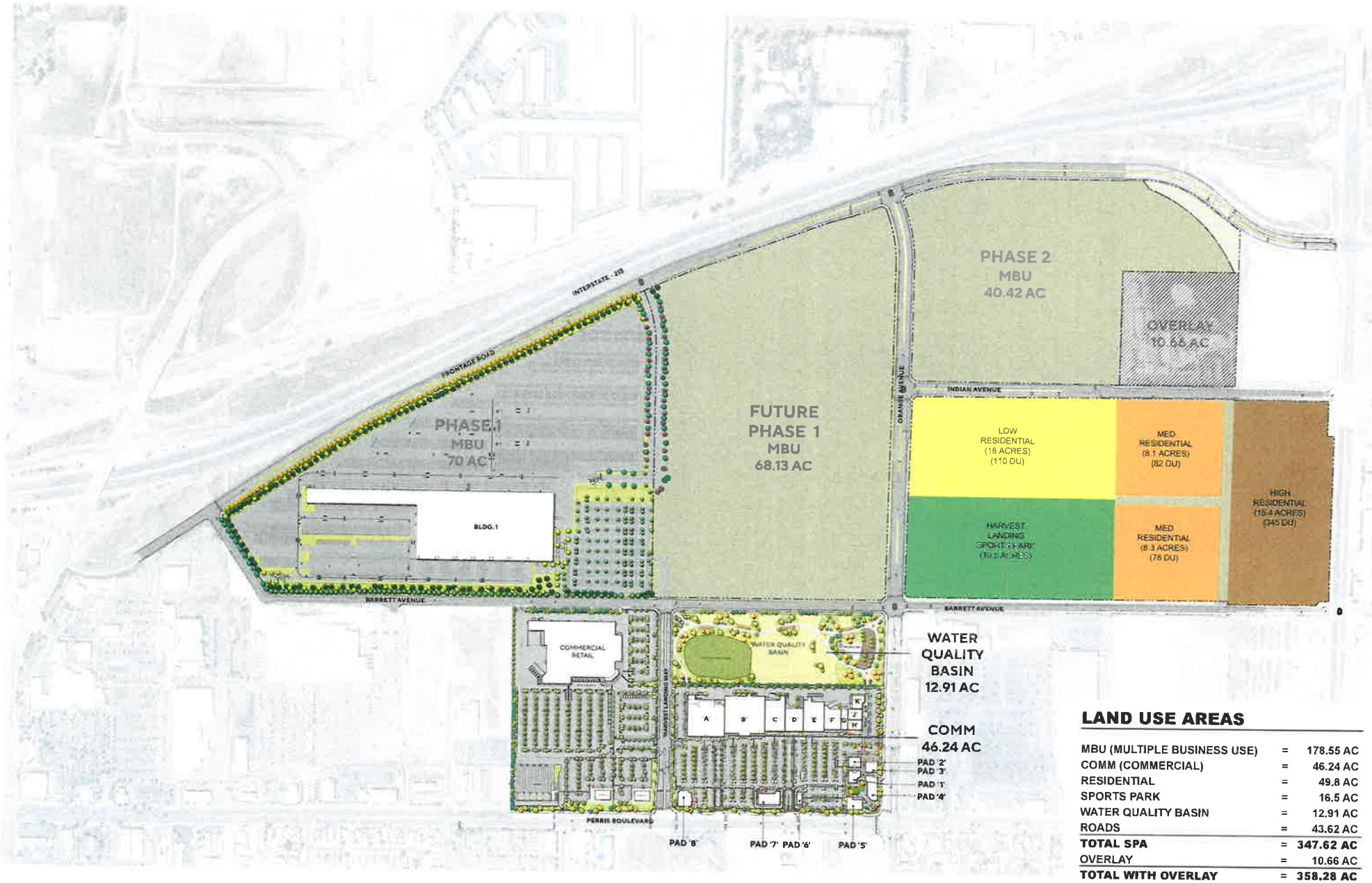
- ***Perris Community Facilities District; and***
- ***Any other applicable Community Facilities District***

10. **Prior to Certificate of Occupancy ~~(MBU/Commercial)~~.** The issuance of occupancy certificate(s) is ***stringent*** upon meeting the Conditions of Approval set forth by Public Works. The following should be understood by Developer:
    a. Issuance of First Temporary Certificate of Occupancy
        i. May only be permitted if Developer has completed annexations into aforementioned districts, and
        ii. Upon no Public Works corrections at completion of Condition 4: Landscape Inspection #3, and
        iii. Completion of Conditions 1 through 3 and 6 through 8.
    b. Issuance of First Certificate of Occupancy
        i. Upon confirmation by Public Works that all conditions set forth in this document have been completed to satisfaction.

Attachments
(Revised) Exhibit A – Proposed Project Site (Land Use)
(Revised) Exhibit B – Roadway Cross Sections

REVISED EXHIBIT A

PROPOSED PROJECT SITE (LAND USE)



LAND USE AREAS

MBU (MULTIPLE BUSINESS USE)	=	178.55 AC
COMM (COMMERCIAL)	=	46.24 AC
RESIDENTIAL	=	49.8 AC
SPORTS PARK	=	16.5 AC
WATER QUALITY BASIN	=	12.91 AC
ROADS	=	43.62 AC
TOTAL SPA	=	**347.62 AC**
OVERLAY	=	10.66 AC
TOTAL WITH OVERLAY	=	**358.28 AC**

HARVEST LANDING RETAIL CENTER & BUSINESS PARK

PERRIS, CA

CONCEPTUAL MASTER PLAN

Architecture Design Relationships

A1

REVISED EXHIBIT B

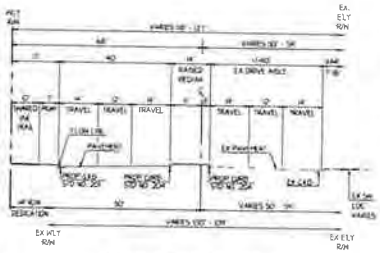
ROADWAY CROSS SECTIONS

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

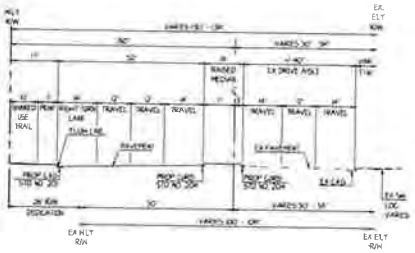
HARVEST LANDING RETAIL CENTER & BUSINESS PARK

PROPOSED STREET SECTIONS

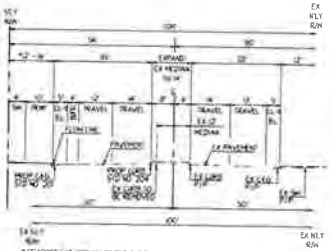
TENTATIVE PARCEL MAPS 38810 & 38811



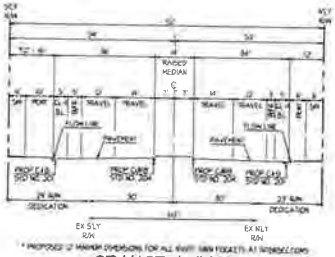
PERRIS BOULEVARD
PRIMARY ARTERIAL
(99'/80')



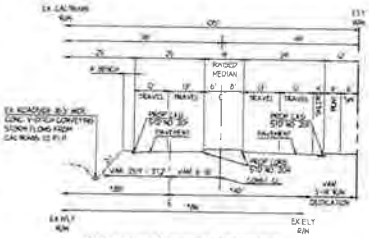
EXPANDED PERRIS BOULEVARD
PRIMARY ARTERIAL
(99'/80')



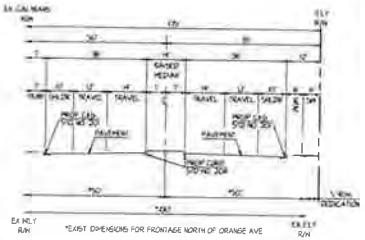
ORANGE AVENUE
(PERRIS BLVD - BARRETT AVE)
SECONDARY ARTERIAL
(104'/81')



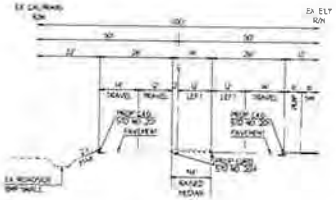
ORANGE AVENUE
(BARRETT AVE - FRONTAGE RD)
SECONDARY ARTERIAL
(102'/84')



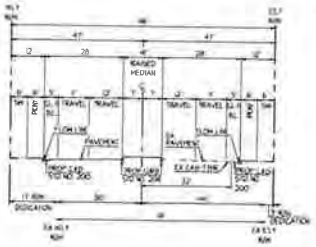
FRONTAGE ROAD
(BARRETT AVE - ORANGE AVE)
SECONDARY ARTERIAL
(105'/88')



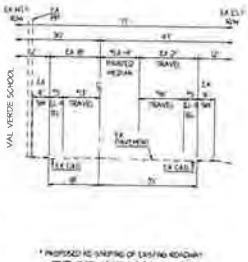
FRONTAGE ROAD
(ORANGE AVE - LIMITS OF TPM 38810)
SECONDARY ARTERIAL
(105'/86')



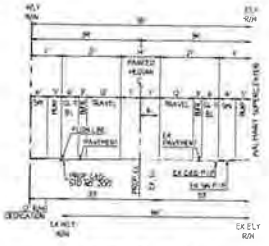
FRONTAGE ROAD
(LIMITS OF TPM 38810 - PLACENTIA AVE)
SECONDARY ARTERIAL
(100'/86')



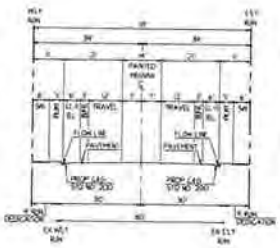
INDIAN AVE
(ORANGE - VAL VERDE SCHOOL)
SECONDARY ARTERIAL
(94'/70')



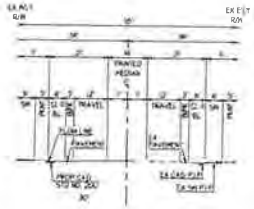
PROP INDIAN AVE
(VAL VERDE SCHOOL - PLACENTIA AVE)
SECONDARY ARTERIAL
(94'/70')



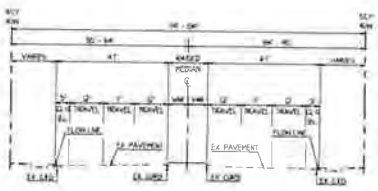
BARRETT AVE
(FRONTAGE RD. - N'LY WALMART DWY)
MAJOR COLLECTOR
(88'/64')



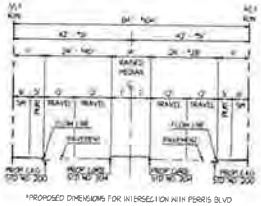
BARRETT AVE
(N'LY WALMART DWY - ORANGE AVE)
MAJOR COLLECTOR
(88'/64')



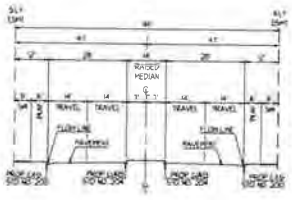
BARRETT AVE
(ORANGE AVE - PLACENTIA AVE)
MAJOR COLLECTOR
(88'/64')



EXISTING SECTION PER APPROVED PLACENTIA AVENUE WIDENING PROJECT PD 0308
PLACENTIA AVENUE
ARTERIAL



HARVEST LANDING WAY
MODIFIED COLLECTOR
(84'/62')



PRIVATE DRIVE "A"
SECONDARY ARTERIAL
(94'/70')

CITY OF PERRIS

HARVEST LANDING RETAIL CENTER & BUSINESS PARK
PROPOSED STREET SECTIONS
TENTATIVE PARCEL MAP 38810 & 38811

FMCIVIL ENGINEERS INC
24998 TECHNOLOGY DRIVE, SUITE 309
MURRIETA | CA 92563
(951) 973-0201 - FMCIVIL.COM

SHEET 1 OF 1 SHEETS

CITY OF PERRIS
PUBLIC WORKS DEPARTMENT

MEMO

Revised at Planning Commission December 17, 2025

Date: ~~December 8, 2025~~

To: Albert Armijo, Planner

From: Liset Hernadez, Public Works Manager

By: David Morones, Public Works Program Coordinator

Subject: Conditions of Approval - Harvest Landing Phase 2: PLN22-05251, TPM 38810, Financing Map

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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 conditioned shall be installed prior to issuance of any occupancy permits. All questions regarding the true meaning of the conditions shall be referred to the Public Works Department.

These conditions pertain to the proposed project site attached as **(Revised)** Exhibit A. These conditions are subject to change and new analyses may be necessary if 1) there is any change to the proposed project site or 2) Planning Commission or City Council recommends/approves any of the other EIR alternatives or 3) determined by the Planning Department and City Engineer.

Tentative Parcel Map 38810 is for Financing and Conveyance Purposes only. No permits will be issued as part of the approval of the Financing Map.

Development of individual parcels shall be subject to subsequent review of each parcel and subject to specific Conditions of Approval. Site layout, access, drainage pattern and conveyance, shall be reviewed and approved by the City, EMWD and RCFCD at the Development Review Stage.

The map title shall specify "For Financing and Conveyance Purposes Only".

All conditions below shall be completed prior to recordation of the Financing Parcel Map.

1. **Dedication and/or Landscape Maintenance Easement.** Offer of Dedication and Landscape Maintenance Easement for City landscape maintenance district shall be provided as follows:

   a. **Perris Boulevard – Primary Arterial** – Provide offer of dedication as needed to provide for full half-width street (68' half-width ROW), curb gutter, 14' raised landscape median, 17' westerly right-of-way parkway 10' shared use sidewalk, and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department.

   b. **Perris Boulevard – Primary Arterial – Expanded** – Provide offer of dedication as needed to provide for full half-width street (80' half-width ROW), curb gutter, 14' raised landscape median, 17' westerly right-of-way parkway 10' shared use sidewalk, and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department.

   c. **Frontage Road - ~~Major Collector~~ Secondary Arterial** – Between Barrett Ave and Orange Ave - Provide offer of dedication as needed to provide for full width street (105'ROW), curb gutter, 14' raised landscape median, easterly parkway: ~~5'~~ **6'** curb adjacent landscaping and ~~10' shared use~~ **6'** sidewalk ~~accommodated by an additional 3' wide easement~~, westerly parkway: 4' curb adjacent landscaping, and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department.

   d. **Frontage Road - ~~Major Collector~~ Secondary Arterial** – Between Orange Ave and Specific Plan Limits - Provide offer of dedication as needed to provide for full width street (105'ROW), curb gutter, 14' raised landscape median, easterly parkway: ~~5'~~ **6'** curb adjacent landscaping and ~~10' shared use~~ **6'** sidewalk ~~accommodated by an additional 3' wide easement~~, westerly parkway: 7' curb adjacent landscaping, and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department.

   e. **Orange Avenue – Secondary Arterial** – Between Perris Blvd and Barrett Ave - Provide offer of dedication as needed to provide for full width street, (109' ROW) curb gutter, 16' southerly right-of-way parkway, 14' raised landscape median, and off-site landscaping requirements, as determined by

Planning Department, City Engineer, and Public Works Department.

f. **Orange Avenue – Secondary Arterial** – Between Barrett Ave and Frontage Rd - Provide offer of dedication as needed to provide for full width street, (112' ROW) curb gutter, 16' southerly right-of-way parkway, 12' northerly right-of-way parkway, 14' raised landscape median, and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department.

g. **Indian Avenue – Secondary Arterial** – Between Orange Ave and Placentia Ave - Provide offer of dedication as needed to provide for full width street, (94' ROW, 47' halfwidth) curb gutter, 6' sidewalk, 6' curb adjacent landscape, 14' raised landscape median and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department.

(1) **Indian Avenue – Modified Secondary Arterial** – Provide offer of dedication as needed to provide for full width street (77' ROW), 30' westerly half-width, 47' easterly half-width, curb gutter, 6' sidewalk, and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department. This condition is only in effect until such time as the school site is relocated, at which point it shall be null and void and condition 1(g) shall be followed.

h. **Barrett Avenue - Major Collector** - Provide offer of dedication as needed to provide for full half width street, (78' ROW, 39' halfwidth) curb gutter, painted median, 6' sidewalk, 5' curb adjacent landscape and off-site landscaping requirements, as determined by Planning Department, City Engineer, and Public Works Department. The existing segment of easterly parkway along the Walmart Supercenter shall be protected in place.

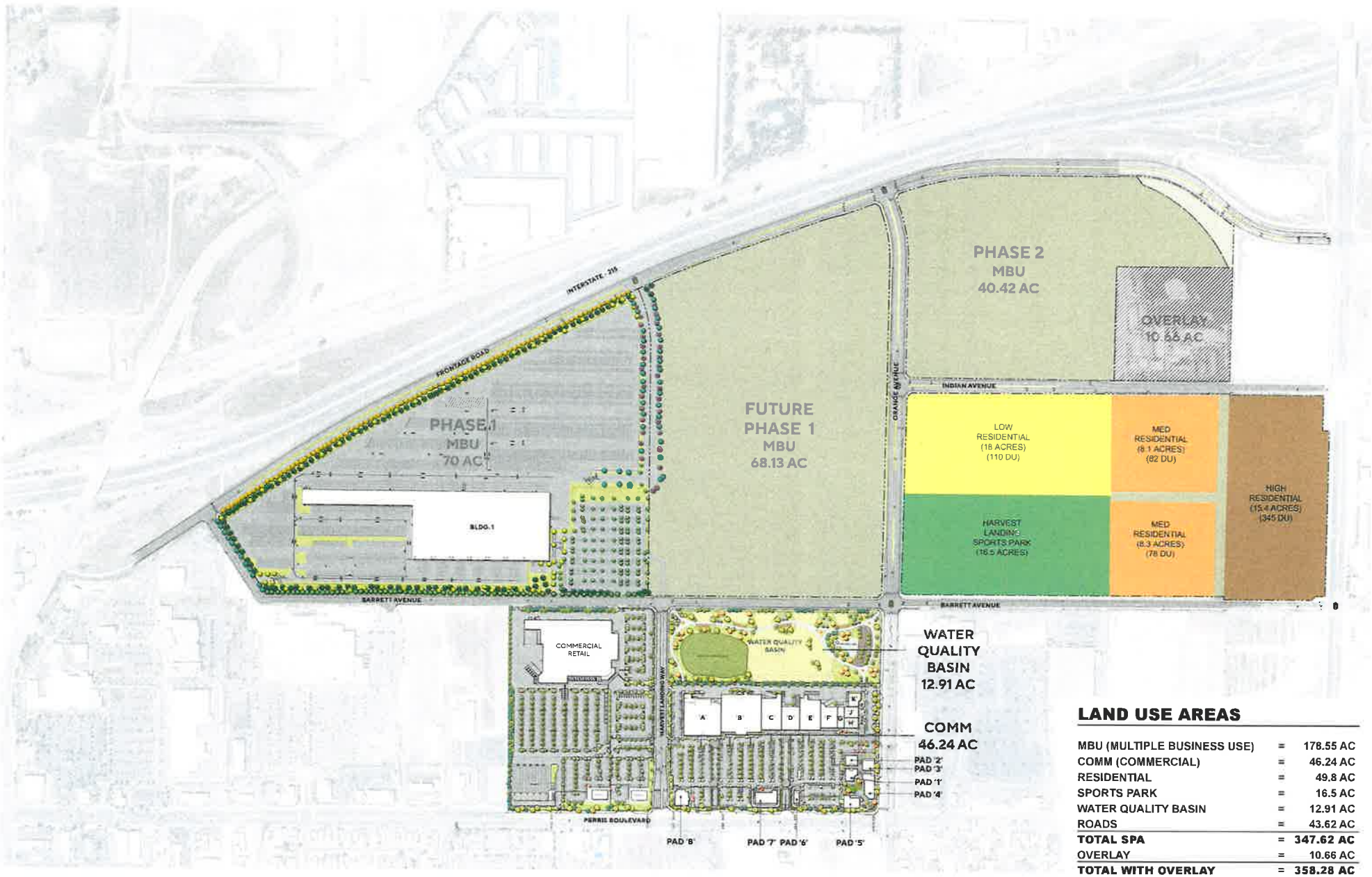
i. **Water Avenue - Local** - Provide offer of dedication as needed to provide for full width street, (60' ROW, 30' halfwidth) as determined by Planning Department, City Engineer, and Public Works Department. This condition is only in effect until such time as the school site is relocated, at which point it shall be null and void.

j. **Drainage Easements** – Provide drainage easements as determined by the City Engineer.

Attachments
(Revised) Exhibit A – Proposed Project Site (Land Use)
(Revised) Exhibit B – Roadway Cross Sections

REVISED EXHIBIT A

PROPOSED PROJECT SITE (LAND USE)



LAND USE AREAS

MBU (MULTIPLE BUSINESS USE)	=	178.55 AC
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RESIDENTIAL	=	49.8 AC
SPORTS PARK	=	16.5 AC
WATER QUALITY BASIN	=	12.91 AC
ROADS	=	43.62 AC
TOTAL SPA	=	**347.62 AC**
OVERLAY	=	10.66 AC
TOTAL WITH OVERLAY	=	**358.28 AC**

HARVEST LANDING RETAIL CENTER & BUSINESS PARK

CONCEPTUAL MASTER PLAN

A1

REVISED EXHIBIT B

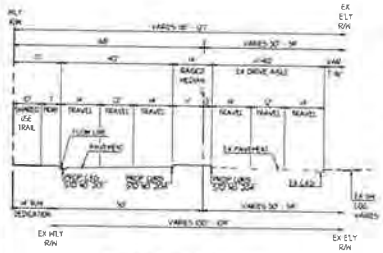
ROADWAY CROSS SECTIONS

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

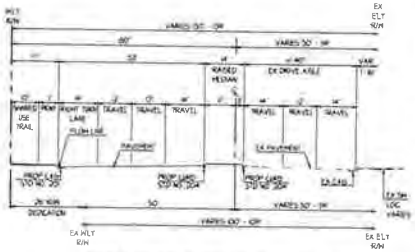
HARVEST LANDING RETAIL CENTER & BUSINESS PARK

PROPOSED STREET SECTIONS

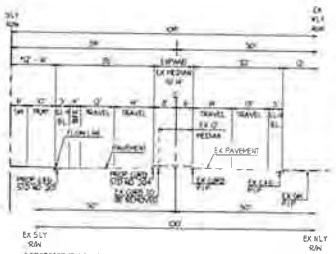
TENTATIVE PARCEL MAPS 38810 & 38811



PERRIS BOULEVARD
PRIMARY ARTERIAL
(NEW)

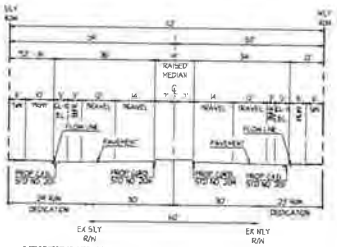


EXPANDED PERRIS BOULEVARD
PRIMARY ARTERIAL
(99/121)



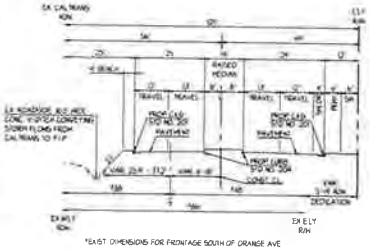
* PROPOSED 12' MINIMUM DIMENSIONS FOR ALL RIGHT TURN POCKETS AT INTERSECTIONS

ORANGE AVENUE
(PERRIS BLVD - BARRETT AVE)
SECONDARY ARTERIAL
(104/181)



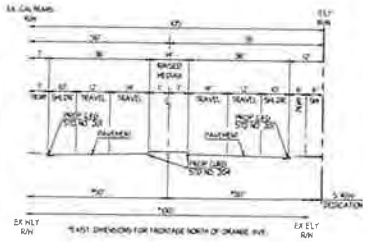
* PROPOSED 12' MINIMUM DIMENSIONS FOR ALL RIGHT TURN POCKETS AT INTERSECTIONS

ORANGE AVENUE
(BARRETT AVE - FRONTAGE RD)
SECONDARY ARTERIAL
(102/184)



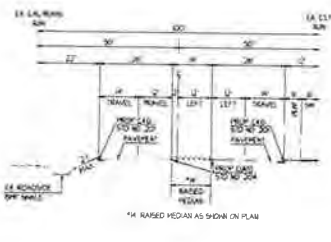
*EXIST DIMENSIONS FOR FRONTAGE SOUTH OF ORANGE AVE

FRONTAGE ROAD
(BARRETT AVE - ORANGE AVE)
SECONDARY ARTERIAL
(105/188)



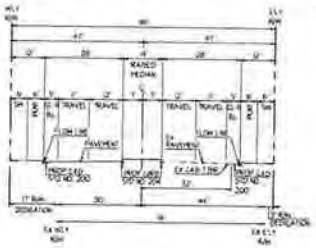
*EXIST. DIMENSIONS FOR FRONTAGE NORTH OF ORANGE AVE.

FRONTAGE ROAD
(ORANGE AVE - LIMITS OF TPM 38810)
SECONDARY ARTERIAL
(105/188)

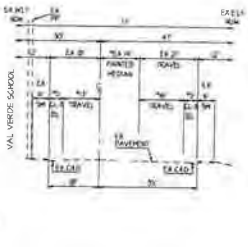


*14' RAISED MEDIAN AS SHOWN ON PLAN

FRONTAGE ROAD
(LIMITS OF TPM 38810 - PLACENTIA AVE)
SECONDARY ARTERIAL
(100/186)

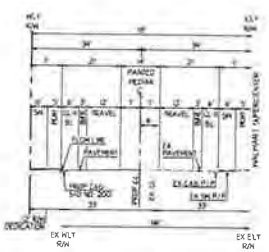


INDIAN AVE
(ORANGE - VAL VERDE SCHOOL)
SECONDARY ARTERIAL
(84/170)

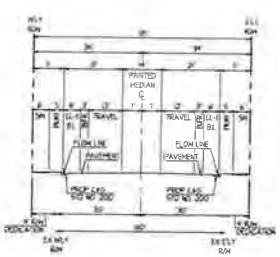


* PROPOSED RE-STRIPING OF EXISTING ROADWAY

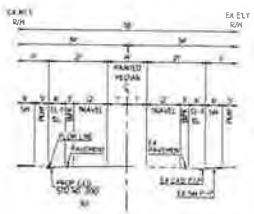
PROP INDIAN AVE
(VAL VERDE SCHOOL - PLACENTIA AVE)
SECONDARY ARTERIAL
(74/150)



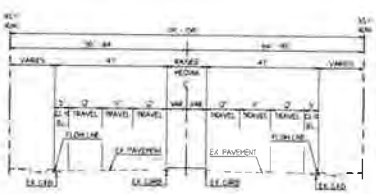
BARRETT AVE
(FRONTAGE RD. - N'LY WALMART DWY)
MAJOR COLLECTOR
(78/156)



BARRETT AVE
(N'LY WALMART DWY - ORANGE AVE)
MAJOR COLLECTOR
(78/156)

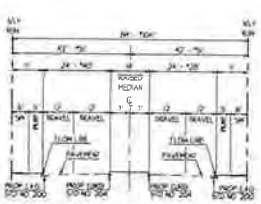


BARRETT AVE
(ORANGE AVE - PLACENTIA AVE)
MAJOR COLLECTOR
(78/156)



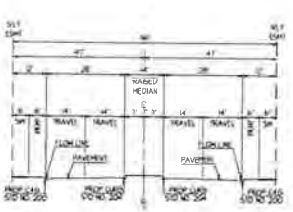
EXISTING SECTION PER APPROVED PLACENTIA AVENUE WIDENING PROJECT PB 128B

PLACENTIA AVENUE
ARTERIAL



*MODIFIED DIMENSION FOR INTERSECTION WITH PERRIS BLVD

HARVEST LANDING WAY
MODIFIED COLLECTOR
(84/162)



PRIVATE DRIVE "A"
SECONDARY ARTERIAL
(84/170)

CITY OF PERRIS

HARVEST LANDING RETAIL CENTER & BUSINESS PARK
PROPOSED STREET SECTIONS
TENTATIVE PARCEL MAP 38810 & 38811

FMCIVIL ENGINEERS INC
24440 TECHNOLOGY DRIVE, SUITE 809
MURRIETA, CA 92563
951.473.0201 • FMCIVIL.COM

SHEET 1

CITY OF PERRIS
COMMUNITY SERVICES

MEMO

Date: December 11, 2025

To: Albert Armijo, Project Planner

From: Arcenio Ramirez, Director of Parks and Community Services

Cc: Arturo Garcia, Parks Manager
Joshua Estrada, Parks Supervisor
Jose Mier, Parks Coordinator

Subject: General Plan Amendment 24-05175, Specific Plan Amendment 22-05250, Zone Change 24-05176, Development Agreement Amendment 17-05136, Tentative Parcel Maps 22-05251 (TPM 38810) and 24-05198 (TPM 38811), Conditional Use Permits 22-05005 and 23-05235, Development Plan Reviews 22-05239, 22-05235, 22-00023, 22-00024, 22-00025, 23-00018, 24-00008, and 24-00009 - A proposal to consider a comprehensive amendment of the Harvest Landing Specific Plan and proposed development, which has been revised in light of the recently adopted urgency moratorium to remove the industrial warehouse and distribution uses. The following entitlements are required for the revised Harvest Landing Project, consisting of a 428,507-square-foot commercial shopping center on 46.49 acres and a 322,079-square-foot parcel hub facility on 59.37 acres: 1) General Plan Amendment to change the land use designation of 16.2 acres north of Orange Avenue from Light Agricultural (A1) and Public (P) to Specific Plan; 2) Specific Plan Amendment to comprehensively amend the Harvest Landing Specific Plan and extend the Specific Plan boundaries by 16.2 acres north of Orange Avenue; 3) Zone Change to rezone 5.54 acres in the northerly area of the Project site from Light Agricultural (A1) to Multiple Business Use (MBU); and to apply the MBU Overlay to 10.66 acres currently developed with the Val Verde Elementary School; 4) Development Agreement Amendment for specific project improvements/community benefits; 5) Tentative Parcel Maps to create parcels for the commercial and parcel hub facility and consolidate parcels for future development; 6) Conditional Use Permits to allow two drive-thru restaurants and a vehicle fueling station; and 7) Development Plan Reviews for site plans/building elevations for the commercial shopping center and the parcel hub facility. Applicant: HIP SoCal Properties, LLC – Comments

CITY OF PERRIS
COMMUNITY SERVICES

Community Services Staff reviewed General Plan Amendment 24-05175, Specific Plan Amendment 22-05250, Zone Change 24-05176, Development Agreement Amendment 17-05136, Tentative Parcel Maps 22-05251 (TPM 38810) and 24-05198 (TPM 38811), Conditional Use Permits 22-05005 and 23-05235, Development Plan Reviews 22-05239, 22-05235, 22-00023, 22-00024, 22-00025, 23-00018, 24-00008, and 24-00009 and offer the following comment(s):

Development Impact Fees

☒ The Project is subject to payment of Industrial Park Development Impact Fees.

☐ The Project is subject to payment of Residential Park Development Impact Fees.

☒ This Project is subject to payment of Public Art Development Impact Fees.

Special Districts

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

SRC COMMENTS
* * * BUILDING & SAFETY * * *

Planning Case File No(s):	DPR-22-05239
Case Planner:	Albert Armijo
Applicant:	
Location:	
Project:	HARVEST LANDING SPECIFIC PLAN AMENDMENT TO: 1 MODIFY THE CIRCULATION PLAN; 2. CHANGE THE LAND USE MATRIX TO ALLOW WAREHOUSING & DISTRIBUTION OVER 100,000 SF AS PERMITTED USE (P) INSTEAD OF SUBJECT TO A CUP. 2. RECONFIGURE VARIOUS FIGURES TO ALIGN WITH THE PROPOSED PLAN.
Associated Cases:	APN:
Reviewed By:	Jorge Caballero, CBO
Date	12-11-2025

GENERAL CONDITIONS

1. The applicant shall obtain the required building permit(s) from the building department prior to any construction on the property. All building plans and supporting documentation shall comply with the current adopted California Building Codes and City of Perris Ordinances regulations in effect at the time of building plan submission and fee payment to the Building Department. All Building Department plan submittal and fee requirements shall apply.

   NOTE: **The project must comply with the current adopted California Building Codes at the time of the building application date**. The updated 2025 California Building Codes will take effect as of January 1, 2026, as mandated by the State of California. Any building plan and fee payment submitted to the building department on or after January 1st, 2026, will be subject to the new updated California Building Code(s).

   A. 2025 California Building Code

B. 2025 California Electrical Code

C. 2025 California Mechanical Code

D. 2025 California Plumbing Code

E. 2025 California Energy Code.

F. 2025 California Fire Code

G. 2025 California Green Building Standards Code.

2. The project must comply with the 2025 Green Code (or the most currently adopted Building codes) EV charging station requirements.

3. The project shall comply with the most recently adopted California Building Code chapter 11B.

4. GREEN BUILDING CODE WASTE REDUCTION (Non-Residential):
   Included within the building plan submittal documents to the Building Department for plan review, the applicant shall provide a copy of the approved construction waste management plan that:
   a. Identifies the materials to be diverted from disposal by efficient usage, reuse on the project, or salvage for future use or sales.
   b. Determines if materials will be sorted on-site or mixed.
   c. Identifies diversion facilities where the material collected will be taken.
   d. Specifies that the amount of materials diverted shall be calculated by weight or volume, but not both.

5. Fire access plans for the entire site (construction stage and final building approach) shall be approved. A fire access plan shall be provided.

6. The proposed structures will require fire sprinklers.

7 . Parking striping is required for accessibility and EV charger stalls.

7. **EV PARKING:** The site plan shall comply with the required designated EV parking per CGC.

a) Include in the parking calculation the EVCS required number based on the table below. (Plans shall comply with 2025 CGC if submitted on or after January 1 2006)

5.106.5.3 Electric vehicle (EV) charging. [N] For New Construction, provide electric vehicle infrastructure and facilitate electric vehicle charging in compliance with Section 5.106.5.3.1

TABLE 5.106.5.3.1

TOTAL NUMBER OF ACTUAL PARKING SPACES	NUMBER OF REQUIRED EV CAPABLE SPACES	NUMBER OF EVCS (EV CAPABLE SPACES PROVIDED WITH EVSE)[2]
0–9	0	0
10–25	4	0
26–50	8	2
51–75	13	3
76–100	17	4
101–150	25	6
151–200	35	9
201 and over	20 percent of total[1]	25 percent of EV capable spaces[1]

Revise the site plan to show the required designated EV parking per CGC.

9. DISABLED ACCESS GUIDELINE:

EVCS are not considered parking spaces by the code. Additionally, the required accessible parking spaces shall not be used for other purposes, as required by EVCS. 11B-208.1.

Required Number of Accessible EVCS

Where EVCS are provided for public use or common use, accessible EVCS shall be provided in accordance with the table below. (11B-228.3.1) (11B-228.3.2) (11B-228.3.2.1)

Electric Vehicle Charging Stations for Public Use and Common Use

Electric Vehicle Charging Stations for Public Use and Common Use

Total Number of EVCS at a Facility[1]	Minimum Number (by type) of Accessible EVCS Required		
	Van Accessible	Standard Accessible	Ambulatory
1 to 4	1	0	0
5 to 25	1	1	0
26 to 50	1	1	1
51 to 75	1	2	2
76 to 100	1	3	3
101 and over	1, plus 1 for each 300, or fraction thereof, over 100	3, plus 1 for each 60, or fraction thereof, over 100	3, plus 1 for each 50, or fraction thereof, over 100

1. Where an EV charger can simultaneously charge more than one vehicle, the number of EVCS provided shall be

10. An accessible path of travel to all trash enclosures is required.

11. All buildings shall comply with allowable Building Area calculations based on Chapter 5 of the California Building Code. All buildings.

PRIOR TO THE ISSUANCE OF THE BUILDING PERMIT

1. The following items shall be completed and/or submitted as applicable – prior to the issuance of building permits for this proposed project.

A. The following items shall be completed and/or submitted as applicable – prior to the issuance of building permits for this proposed project.
B. Precise grading plans shall be submitted and approved
C. Rough grading shall be completed.
D. Compaction must be certified
E. The Pad elevations must be certified
F. The rough and finished grade must be inspected and signed off

FIRE CONDITIONS

1. Fire Conditions will be provided by Dennis Grubb and Associates

ATTACHMENT 4

Amendment to the Specific Plan Land Use Table

Permitted Uses

The allowable land uses and permit requirements are indicated in Table 2.0-2, *Allowed Land Uses*.

Permitted Uses (P) are allowed, subject to compliance with all applicable provisions of the Zoning Ordinance, and to obtaining any other permit required by the Municipal Code, including a business license. Proposed projects comprised of a permitted use are not granted immediate approval as they must undergo a review process and are subject to public hearing and final approval determined by the City.

Administrative Development Plan Review/Development Plan Review (ADPR/DPR) would be required for any new development regardless of whether the use is permitted or permitted with an approved Conditional Use Permit.

Conditional Use Permit (CUP) is required, pursuant to Chapter 19.61 of the City of Perris Zoning Ordinance, for any use that may need to be conditioned in order to operate in a manner so as not to generate impacts on the community.

Prohibited Uses (PRO) are land uses that are not allowed in the specified land use designation.

For a full description of the approval process, refer to Section 7.0, *Implementation and Administration*.

Table 2.0-2, Allowed Land Uses

Land Use	MBU	C	LDR	MDR/HDR
Commercial Uses				
Administrative and Professional Offices/Services	P	P	PRO	PRO
Adult Entertainment	PRO	PRO	PRO	PRO
Alcohol Sales for Off-site Consumption	CUP	CUP	PRO	PRO
Alcohol Sales for On-site Consumption in Restaurant	P	P	PRO	PRO
Animal Services	P	CUP	PRO	PRO
Animal Boarding/Kennel (see Title 8 of the Municipal Code)	CUP	PRO	PRO	PRO
Auditoriums, Convention Halls, and Theaters	PRO	CUP	PRO	PRO
Auto Parts Sales	P	P	PRO	PRO
Bakeries (Commercial)	P	P	PRO	PRO
Barber/Beauty/Nail Shops	P	P	PRO	PRO
Cabinet and woodworking shops	P	PRO	PRO	PRO

Land Use	MBU	C	LDR	MDR/HDR
Cable Companies	P	PRO	PRO	PRO
Catering Establishments	P	CUP	PRO	PRO
Car, Sales	CUP	CUP	PRO	PRO
Car Washes	CUP	CUP	PRO	PRO
Bank	PRO	P	PRO	PRO
Cleaning/Janitorial	P	PRO	PRO	PRO
Clinics including dental, medical, and optical	P	P	PRO	PRO
Convenience Stores	P	P	PRO	PRO
Copy Centers/Postal Service Centers/Blueprinting	P	P	PRO	PRO
Dance Schools/Karate Studios	P	P	PRO	PRO
Deli/Sandwich Shops/Donut Shops (less than 12 fixed seats)	P	P	PRO	PRO
Distributors and showrooms	P	P	PRO	PRO
Drive-Thru Services	CUP	CUP	PRO	PRO
Drug Stores	P	P	PRO	PRO
Dry Cleaners	P	P	PRO	PRO
Flower/Gift Shops	P	P	PRO	PRO
Fueling stations and services	CUP	CUP	PRO	PRO
Funeral Homes	PRO	PRO	PRO	PRO
General Retail / General Merchandise	P	P	PRO	PRO
Grocery Store	P	P	PRO	PRO
Health/Athletic Clubs	P	P	PRO	PRO
Home Improvements with outdoor display of lumber, garden, and nursery items	P	P	PRO	PRO
Hotels	P	P	PRO	PRO
Kennels, veterinarians, and animal services	P	P	PRO	PRO
Laboratories (e.g., film, medical, dental, R&D, etc.)	P	P	PRO	PRO
Landscape Nurseries	P	P	PRO	PRO
Laundromats (self-serve)	P	P	PRO	PRO
Laundry and dry cleaning	CUP	P	PRO	PRO
Massage Parlor	PRO	PRO	PRO	PRO
Misc. Repair/Service, indoor only (exclusive of auto repair)*	CUP	P	PRO	PRO
Nurseries/Garden Supplies	P	P	PRO	PRO
Night Clubs/Bars/Lounges	CUP	CUP	PRO	PRO
Offices	P	P	PRO	PRO
Office Equipment/Supplies	P	P	PRO	PRO

Land Use	MBU	C	LDR	MDR/HDR
Thrift Shops	PRO	PRO	PRO	PRO
Personal Services	P	P	PRO	PRO
Pest Control	CUP	CUP	PRO	PRO
Publishing/Printing Plants	P	PRO	PRO	PRO
Restaurants (No Drive Thru)	P	P	PRO	PRO
Restaurants (With Drive Thru)	CUP	CUP	PRO	PRO
Restaurants With Alcohol Sales	P	P	PRO	PRO
Service Stations	CUP	CUP	PRO	PRO
Smoke Shops	P	P	PRO	PRO
Specialty Food Stores (no alcohol)	P	P	PRO	PRO
Storage (Indoor Ancillary Uses)	P	P	PRO	PRO
Swap Meets (Indoor)	PRO	PRO	PRO	PRO
Swap Meets (Outdoor)	PRO	PRO	PRO	PRO
Tattoo Parlors, Body-Piercing Studios	P	P	PRO	PRO
Vehicle Leasing/Rental	CUP	CUP	PRO	PRO
Vehicle-Related Routine Service and Maintenance (minor repair)*	CUP	CUP	PRO	PRO
Veterinary Services	P	P	PRO	PRO
Video Arcades	CUP	CUP	PRO	PRO
Welding and Related Uses	P	PRO	PRO	PRO
Wholesale Business	CUP	P	PRO	PRO
Residential				
Residential (Multi-Family)	P	P	P	P
Residential (Single-Family)	P	P	P	PRO
Communication Towers (Additional FAA review may be required)				
Stealth Monopoles/Wireless Communication Facilities	CUP	CUP	PRO	PRO
Educational and Care Facilities				
Blood Banks	PRO	PRO	PRO	PRO
Child Care Center / Nursery School, Private	CUP	CUP	PRO	PRO
Day Care for Employee Children Only*	P	P	PRO	PRO
Health Clinics/Outpatient Surgery	CUP	CUP	PRO	PRO
Hospitals Urgent Care Centers	CUP	CUP	PRO	PRO
Medical Care Clinics and Offices	P	P	PRO	PRO
Medical Equipment and Supplies	P	P	PRO	PRO
Outpatient Treatment Programs	P	P	PRO	PRO
Senior/Congregate Care Facilities	P	CUP	PRO	PRO

Land Use	MBU	C	LDR	MDR/HDR
Schools, Technical, Trade and Vocational	CUP	CUP	PRO	PRO
Business Park and Manufacturing ~~Industrial~~ Uses				
~~Industrial~~ Manufacturing (Indoor)	CUP ~~P~~	PRO	PRO	PRO
Recycling Facilities	PRO ~~CUP~~	PRO	PRO	PRO
Recycling Facilities, reverse vending only	PRO ~~ADMIN~~	PRO ~~ADMIN~~	PRO	PRO
Truck storage outdoor	PRO ~~ADMIN~~	PRO	PRO	PRO
Parcel Hub**	P	PRO	PRO	PRO
Business Park/Office	P	PRO	PRO	PRO
~~Manufacturing, Business: Indoor~~	~~P~~	~~PRO~~	~~PRO~~	~~PRO~~
~~Manufacturing, Business Park: Outdoor~~	~~ADMIN~~	~~PRO~~	~~PRO~~	~~PRO~~
~~Manufacturing: Pharmaceutical, Hazardous Materials, Chemicals~~	~~CUP~~	~~PRO~~	~~PRO~~	~~PRO~~
Warehouse and Distribution Centers	PRO	PRO	PRO	PRO
Recreation Uses				
Recreational Areas and Facilities (Outdoor)	CUP	CUP	PRO	PRO
Recreational Areas and Facilities (Indoor)	CUP	CUP	PRO	PRO
Storage Uses				
Mini-storage/Wholesale Facilities	CUP	PRO	PRO	PRO
Non-Profits				
Government Facilities	P	P	PRO	PRO
Public/Semi-Public Institutions	P	P	PRO	PRO
Public Infrastructure Facilities	P	PRO	PRO	PRO
Public or Semi-Public Education Facilities	CUP	CUP	PRO	PRO
Religious Institutions	CUP	CUP	PRO	PRO
Professional Office				
Business/Professional Office	P	P	PRO	PRO
Other Uses				
Drainage/Detention Basins	P	P	PRO	PRO
Libraries	CUP	P	PRO	PRO
Museums	CUP	P	PRO	PRO
Radio/TV Broadcasting	CUP	PRO	PRO	PRO
Private/Public Utility Facilities	P	CUP	PRO	PRO
Transportation	P	PRO	PRO	PRO

* Permitted by right when incidental and accessory to a primary permitted use; a Conditional Use Permit shall only be required when proposed as a standalone use.

** A maximum of one (1) Parcel Hub is permitted within the Harvest Landing Specific Plan.

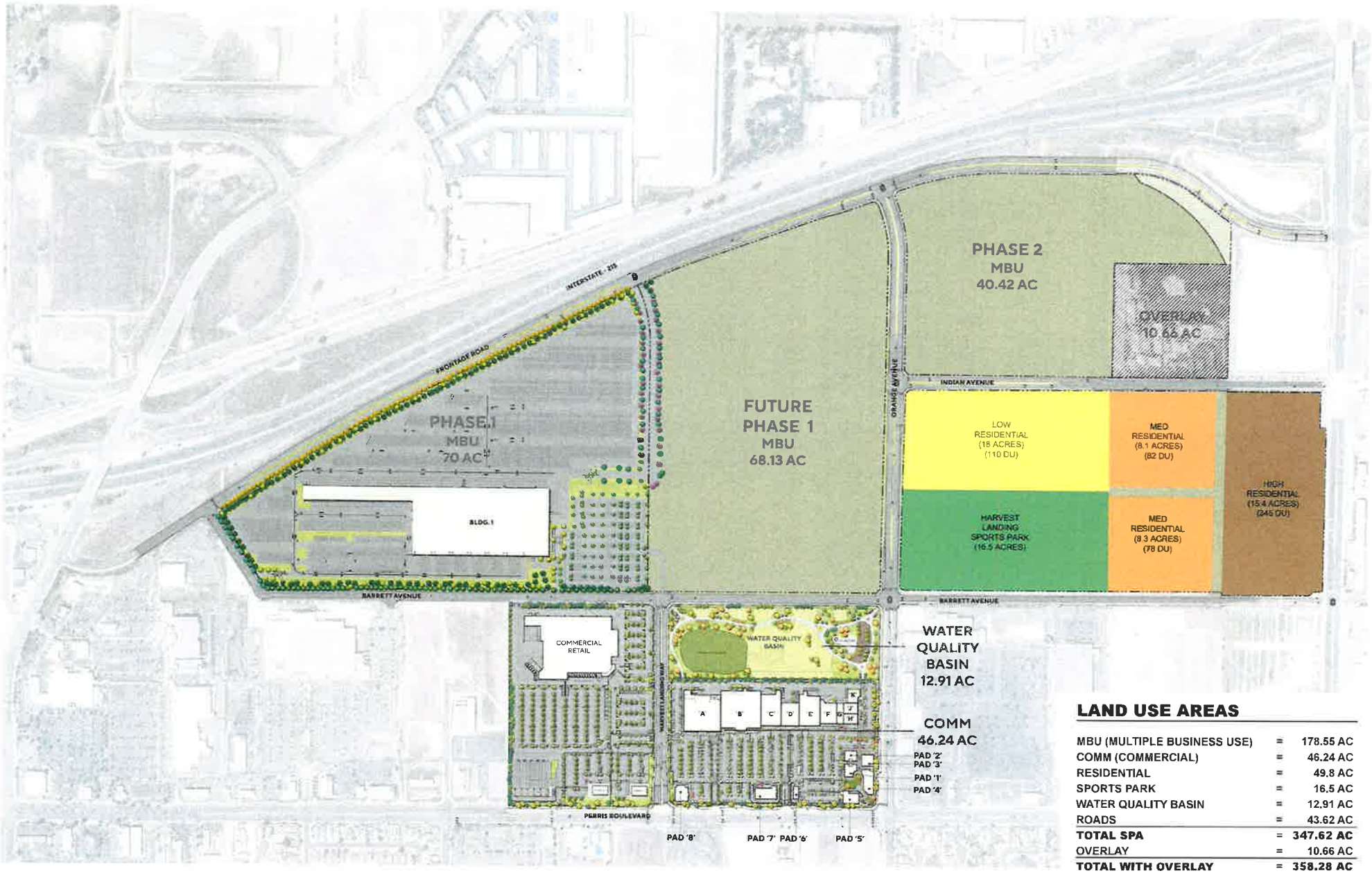
LAND USE TABLE NOTES:

The interpretation or inclusion of any uses not specifically listed in this table shall be subject to the discretion of the Director of Development Services and/or Planning Commission upon appeal using this Specific Plan as a guide. See Section 6, Implementation, for the accommodation of minor amendments to this table.

ATTACHMENT 5

Project Plans (Site Plan, Building Elevations, and Renderings) – Informational Purpose

WING SHOP
BISTRO
HARVEST LANDING
Frontage Rd
BUSINESS PARK
Indian Ave
BUSINESS PARK
RESIDENTIAL
SPORTS PARK
Barnett Ave
RETAIL
RETAIL
W Nuevo Rd
N Perris Blvd
215
* This is one of the many EIR alternatives analyzed, which includes over 600 residential units and a 16.5-acre sports park.



LAND USE AREAS

MBU (MULTIPLE BUSINESS USE)	=	178.55 AC
COMM (COMMERCIAL)	=	46.24 AC
RESIDENTIAL	=	49.8 AC
SPORTS PARK	=	16.5 AC
WATER QUALITY BASIN	=	12.91 AC
ROADS	=	43.62 AC
TOTAL SPA	=	**347.62 AC**
OVERLAY	=	10.66 AC
TOTAL WITH OVERLAY	=	**358.28 AC**

HARVEST LANDING RETAIL CENTER & BUSINESS PARK

PERRIS, CA

CONCEPTUAL MASTER PLAN

Architecture Design Relationships

A1

CONCEPTUAL LANDSCAPE PLAN

HARVEST LANDING RETAIL CENTER & BUSINESS PARK

S W C. OF PERRIS BLVD AND ORANGE AVE

PERRIS, CA 92571

AZURE DEVELOPMENT

OCTOBER 30, 2025

L-1

HARVEST LANDING RETAIL CENTER & BUSINESS PARK

PERRIS, CA

VIEW OF BUILDING 1

close up view of building 1 - daytime

Architecture Design Relationships

View 1 from I-215 looking northeast toward the Parcel Hub

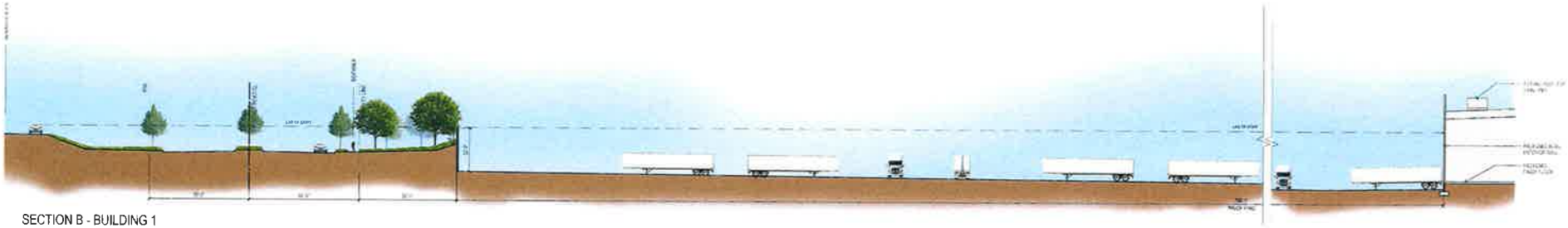
HARVEST LANDING RETAIL CENTER & BUSINESS PARK
PERRIS, CA

VIEW OF BUILDING 1
From northbound lane of I-215 near on-ramp

Architecture Design Relationships

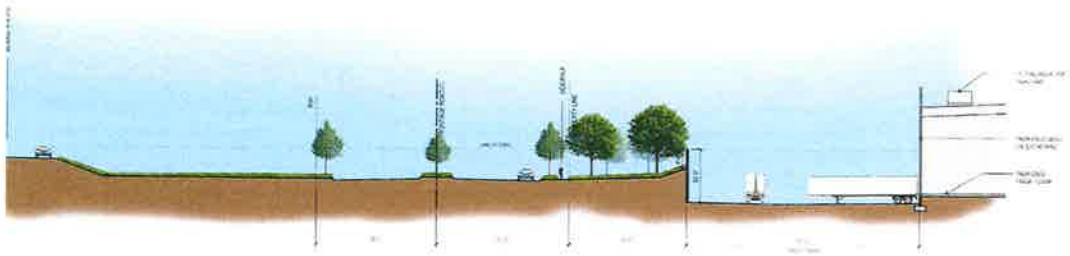
01

View 2 from I-215 looking east toward the Parcel Hub



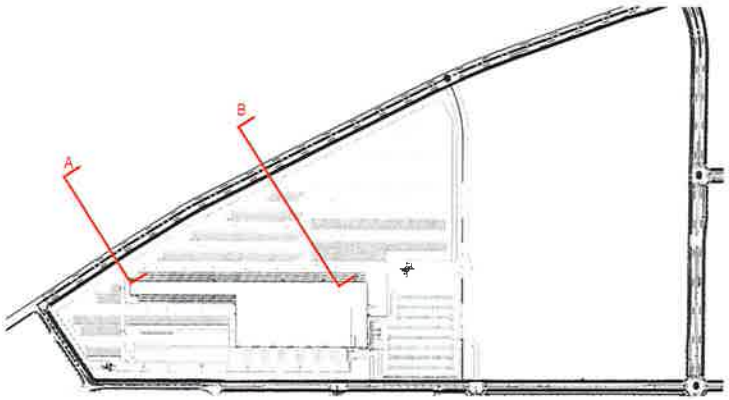
SECTION B - BUILDING 1

View 2



SECTION A - BUILDING 1

View 1



ATTACHMENT 6

City Council Agenda Submittal without Attachments - Dated February 10, 2026

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: February 10, 2026

SUBJECT: General Plan Amendment 24-05175, Specific Plan Amendment 22-05250, Zone Change 24-05176, Development Agreement Amendment 17-05136, Tentative Parcel Maps 22-05251 (TPM 38810) and 24-05198 (TPM 38811), Conditional Use Permits 22-05005 and 23-05235, Development Plan Reviews 22-05239, 22-05235, 22-00023, 22-00024, 22-00025, 23-00018, 24-00008, and 24-00009 - A proposal to consider a comprehensive update to the Harvest Landing Specific Plan that originally consisted of commercial, industrial, and parcel hub uses, which has been modified by Alternative 4 of the Environmental Impact Report (EIR), to eliminate industrial warehouse uses and provide for a two-phased development consisting of Phase 1, including a 391,725-square-foot parcel hub facility on approximately 70 acres, a commercial shopping center totaling 428,507 square feet on approximately 46.49 acres, a 12.91-acre water quality basin, and approximately 78.76 acres designated as Multiple Business Uses (MBU) for future development; and Phase 2, including approximately 51.08 acres designated as MBU for future development north of Orange Avenue, with the residentially designated areas and the Harvest Landing Sports Park north of Orange Avenue remaining unchanged. The following entitlements are required:

1) General Plan Amendment to change the land use designation of approximately 16.20 acres north of the Project site from Light Agricultural (A1) and Public (P) to Harvest Landing Specific Plan;
2) Specific Plan Amendment to expand the boundaries by adding 16.20 acres to the north, and to establish development standards, design guidelines, and implementation/administration provisions;
3) Zone Change to rezone approximately 5.64 acres in the northerly area of the Project site from A1 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;
4) Development Agreement Amendment for specific project improvements/community benefits;
5) Tentative Parcel Maps to create parcels for the commercial and MBU development and consolidate parcels for future MBU development;

6) Conditional Use Permits to allow two drive-thru restaurant businesses and a vehicle fueling station; and
7) Development Plan Reviews for review of site plans and building elevations.

Applicant: HIP SoCal Properties, LLC

REQUESTED ACTION: Adopt Resolution Number (*next in order*) certifying the Final Environmental Impact Report (FEIR) (SCH 2024080337) identifying EIR Alternative 4 as the Project consisting of 428,507-square-foot commercial/retail center and a 391,725-square-foot Parcel Hub; and adopting the Mitigation and Monitoring and Reporting Program, Statement Overriding Considerations, and Findings of Fact; and

Adopt Resolution Number (*next in order*) approving General Plan Amendment 24-05175; Specific Plan Amendment 22-05250; Tentative Parcel Maps 22-05251 (TPM 38810) and 24-05198 (TPM 38811), Conditional Use Permits 22-05005 and 23-05235; Development Plan Reviews 22-05239 and 23-00018 to facilitate the comprehensive update of the Harvest Landing Specific Plan and Phase 1 development, consisting of a 428,507-square-foot commercial/retail center, water quality/recreational basin, and parcel hub facility, as described in Alternative 4 of the Project EIR, with the modification to relocate the 391,725 square foot Parcel Hub to the southerly side of the site, subject to Conditions of Approval and findings contained herein; and

Introduce Ordinance Number (*next in order*) approving the 24-05176 to rezone 5.54 acres in the northerly area of the Project site from Light Agricultural (AI) to Multiple Business Use (MBU), and to apply the MBU Overlay to 10.66 acres currently developed with the Val Verde Elementary School; and

Introduce Ordinance Number (*next in order*) approving Development Agreement Amendment 17-05136 for specific project improvements and community benefits to facilitate the comprehensive update of the Harvest Landing Specific Plan and Phase 1 development, including the 391,725 square foot Parcel Hub on 70 acres on the southerly side of the site, subject to Conditions of Approval and findings contained herein.

CONTACT: Kenneth Phung, Director of Development Services

PROJECT BACKGROUND:

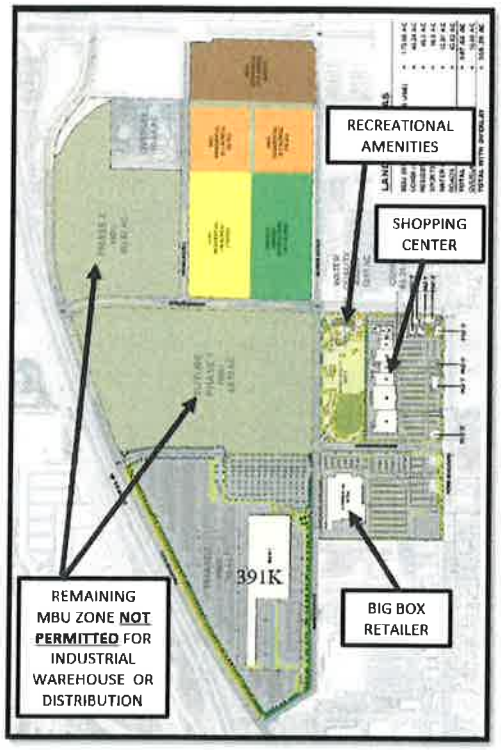
On December 17, 2025, the Planning Commission (PC) voted 3-1 with one recusal *(**Yes** – Hammond, Shively, and Jimenez; **No** – Lopez, **Recusal** – Menez)* to recommend that the City Council approve a comprehensive update of the Harvest Landing Specific Plan under Alternative 4 of the EIR to eliminate industrial warehouse uses and provide for a two-phased development

consisting of Phase 1, with an amendment to reduce the Parcel Hub square footage and lot size from 391,725-square-feet on 70 acres to 322,079 square feet on 59.37 acres, a commercial shopping center totaling 428,507 square feet on approximately 46.49 acres, a 12.91-acre water quality basin with open space amenities, and approximately 78.76 acres designated as Multiple Business Uses (MBU) for future development; and Phase 2, including approximately 51.08 acres designated as MBU for future development north of Orange Avenue, with the residentially designated areas and the Harvest Landing Sports Park north of Orange Avenue remaining unchanged.

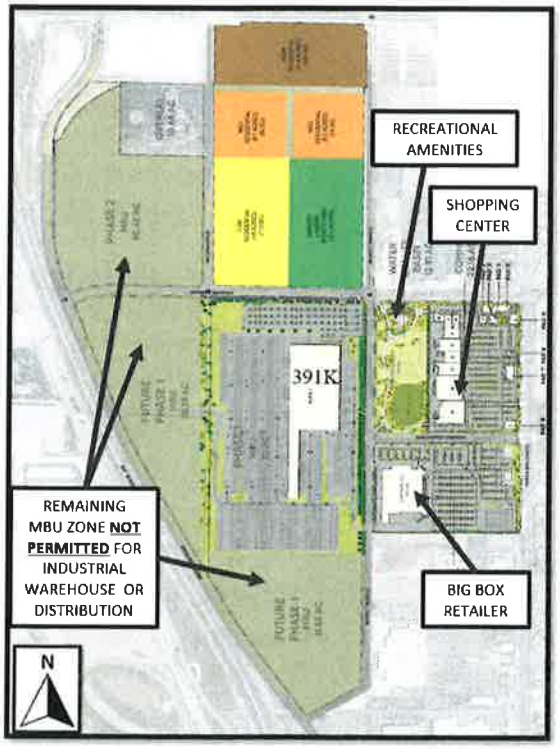
The applicant has revised the site plan per the Planning Commission's recommendation, except to reduce the Parcel Hub building and lot size. Per the developer, a reduction of the parcel hub building by approximately 70,000 square feet would not make the building feasible for FedEx to occupy the building, and therefore, the overall project's viability, including the commercial, would no longer be developable. Viability of the overall project depends on FedEx's occupancy of the Parcel Hub facility, which will fund much of the off-site infrastructure improvements and support the community benefits proposed with the project. Both the parcel hub and commercial center will be constructed at the same time and the sports complex will be constructed later in Phase 2. However, there will be passive recreational amenities in the water quality basin in Phase 1.

Below is the comparison of the Developer Original Project Proposal and the PC's recommended proposal.

DEVELOPER LATEST UPDATED PROPOSAL WITH PC RECOMMENDATIONS, EXCEPT PARCEL HUB SIZE REDUCTION (MODIFIED ALTERNATIVE 4)



PROJECT PROPOSAL AT PC



Planning Commission Recommendations to City Council

The PC recommended Alternative 4 proposal preserves residential land for up to 615 dwelling units and a 16.5-acre sports park, eliminates allowance of all industrial warehouse and distribution uses, allows only one Parcel Hub development for last mile delivery of goods, and commercial development for the remaining land uses, in a two-phased development consisting of:

- Phase 1 with the Planning Commission reducing the Parcel Hub square footage from 391,725 square feet to 322,079 square feet and lot acreage from 70 acres to approximately 59.37 acres, a commercial shopping center totaling 428,507 square feet on approximately 46.49 acres, a 12.91-acre water quality basin functioning partially as an outdoor open space gathering area that will be funded and maintained by the developer, and approximately 78.76 acres designated as Multiple Business Uses (MBU) for future development including but not limited to commercial and business park related uses; and

- Phase 2 with approximately 51.08 acres designated as MBU for future development, including but not limited to commercial and business park uses north of Orange Avenue, with the residentially designated areas and the Harvest Landing Sports Park north of Orange Avenue remaining unchanged.

During Planning Commission deliberations, a commissioner requested that the developer explore relocating the Parcel Hub closer to the freeway, rather than placing it across the street from future residential development and the 16.5 acres Sports Park. In response to this feedback, the applicant is proposing to relocate the Parcel Hub south, closer to the freeway, to create opportunities for other uses that would better complement the future residential development and sports park to the north. This amendment includes increasing the Parcel Hub square footage and lot size to 391,725 square feet on 70 acres instead of 322,079 square feet on 59.37 acres, as the developer indicated that the financial viability of the Project is dependent on FedEx's occupancy of the Parcel Hub facility. The EIR has been updated to reflect this amendment.

Recommended Modified Alternative 4 Plan

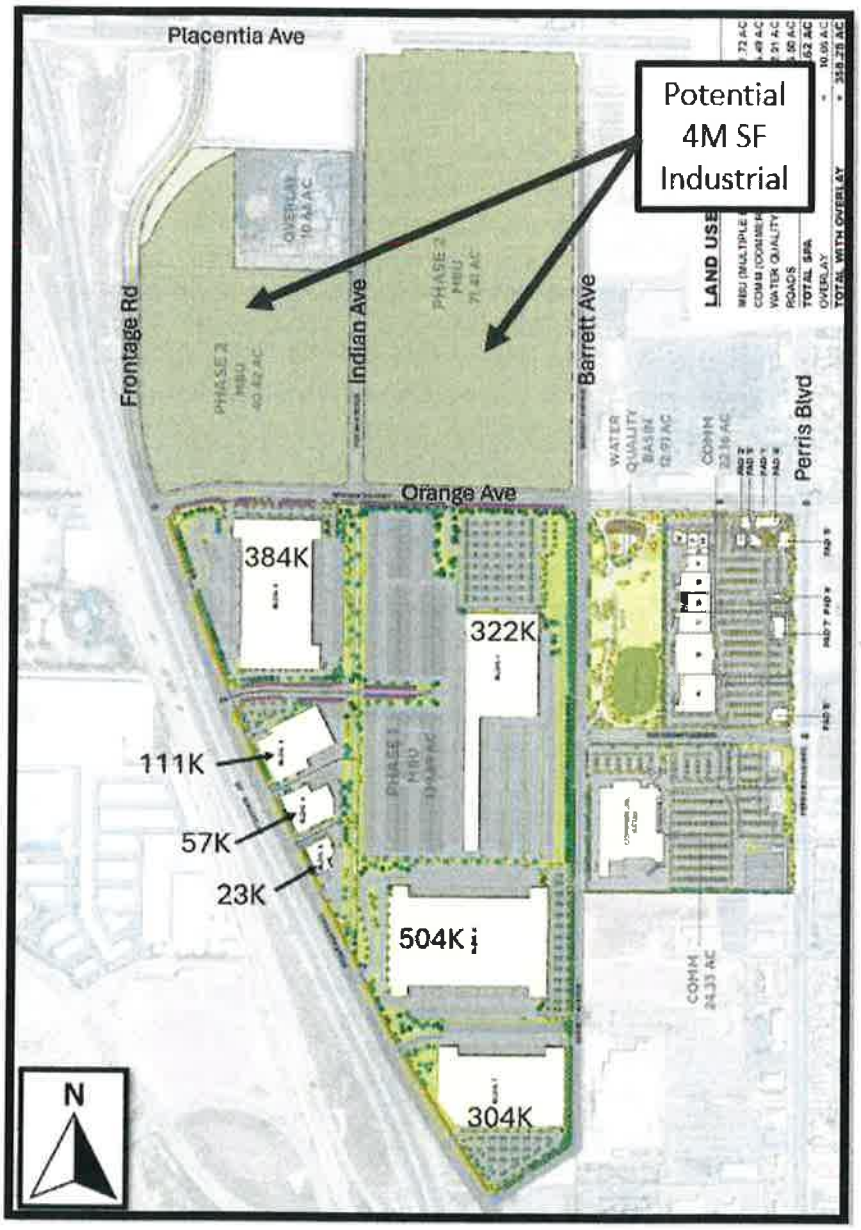
Council is being asked to consider the developer proposed Modified Alternative 4, allowing a 391,725 square foot Parcel Hub Facility instead of the PC recommended 322,079 square foot parcel hub. The applicant is requesting a larger building footprint and lot size to accommodate FedEx as the end user, as FedEx has identified the need for the large building and lot area to meet operational requirements.

The applicant explained that the parcel hub's size is needed to allow efficient on-site sorting and vehicle staging. Adequate space allows operations to be consolidated on site, while reducing the building or site area would constrain operations and could lead to more frequent and dispersed truck and van movements (Attachment 17).

The developer has indicated that the project's financial viability is dependent on FedEx occupying the Parcel Hub facility. Without FedEx's commitment, a reduced building and lot size would render the project unviable under the current community benefit terms. Originally, the developer had proposed 6 warehouses plus 4 million square feet of industrial in northerly portion of the specific plan, and a parcel hub. The developer has since removed all warehouses, leaving only the parcel hub

which FedEx has since then requested a larger facility in order to occupy this site. The following shows the original site plan, no longer proposed:

Previous Plan No Longer Proposed



Community Benefits

As part of the Project, the developer will provide the following community benefits through a 10-year Project Development Agreement and Conditions of Approval, with an estimated total value of approximately $35.5 million:

- Provide below-market commercial rental rates to attract top-tier tenants, with the approximate value of $24 million.

- Construct five public art installations in coordination with the City and the Historical Society, with an estimated value of $2.5 million.
- Build park amenities within the detention basin, including trails, exercise equipment, walkways, and community gathering areas, with an estimated value of $9 million.
- Offer a relocation site for Val Verde Elementary School north of the Specific Plan, for which exclusive negotiations have begun.
- Coordinate a job fair to provide employment opportunities for City residents.
- Maintain a lifetime partnership with the City for the annual Christmas Toy Drive.
- Construct the 16-acre Harvest Landing Sports Park as part of Phase 2 development.

The community benefit terms are based on FedEx occupying the Parcel Hub facility, which includes the larger building, with 391,725 square feet and a 70-acre lot. Without the increase in square footage and lot size, the applicant has indicated that there is no Project viability to include the commercial shopping center component.

Val Verde Elementary School

Since the Planning Commission meeting, the site plan was revised to relocate the parcel hub further south away from the existing Val Verde Elementary School site. The operations of the parcel hub, such as traffic and circulation, will not affect the school site if it chooses to remain at their current location. Additionally, no warehouses are proposed near the school site. While there are on-going discussion between the developer and the school to purchase the land and relocate, the school can choose to remain at their current or relocate at any time in the future.

PLANNING COMMISSION MEETING:

Discussion

At the December 17, 2025, meeting, the Planning Commission expressed support and praised the proposed Phase 1 commercial component and recreational water quality basin. The Commission also supported eliminating all Phase 1 industrial warehouse buildings and prohibiting industrial warehouse and distribution uses within the Multiple Business Use (MBU) areas. The Commissioners raised concerns about the parcel hub's size and proximity to future residential development north of Orange Avenue, noting potential exposure of sensitive receptors to emissions. The Commission recommended reducing the parcel hub size from 391,725 square feet to 322,079 square feet.

The Commission also considered the potential relocation of Val Verde Elementary School, which is located north of Orange Avenue within Phase 2 of the Project area. The applicant indicated ownership of a vacant site approximately 1.2 miles east of the Project area that could accommodate the school's relocation and stated that he is in negotiations with the School District. In response, the Commission recommended a Condition of Approval requiring that, if the school is relocated, the new school must be completed and operational before the existing school ceases operations, to ensure school employees have an opportunity to maintain their employment. Since the parcel hub has been moved, this condition no longer applies, and staff recommend removing it.

Compliance with Senate Bill 330 (No Net Loss of Housing)

The Harvest Landing Specific Plan comprehensive update retains all underlying residential land uses originally established in the plan, ensuring that the project maintains its full housing potential. This approach allows residential development to proceed at the densities allowed under the underlying residential designations, if the commercial or parcel hub designation on the MBU parcel is no longer needed in the future. In doing so, the project complies with Senate Bill 330 (SB 330), which remains in effect until 2030 and prohibits local jurisdictions from adopting new laws that would reduce the allowable amount of new housing or create regulatory barriers that delay housing development. By preserving the underlying residential land uses, the project safeguards existing housing capacity while providing flexibility for future development consistent with state law.

Public Comment

A total of forty-six (46) individuals spoke at the Planning Commission meeting regarding this project. Of these, 28 individuals expressed support for the Project, including representatives of local organizations, business and interest groups, union representatives, and city residents, while 18 individuals spoke in opposition to the Project, including representatives of environmental groups, city residents, and residents of neighboring communities. Opponents of the Project expressed concerns that the parcel hub facility would function similarly to a large-scale warehouse.

ENVIRONMENTAL DETERMINATION:

An Environmental Impact Report (SCH# 2024080337) has been completed in compliance with the California Environmental Quality Act (CEQA) Guidelines (Attachment 14). The EIR concludes that all project impacts have generally been reduced to less than significant or have been reduced to below the level of significance with the implementation of mitigation measures, except for impacts related to Air Quality, GHG emissions, Noise, and Transportation (VMT), which have been identified as significant and unavoidable. Thus, the adoption of a Statement of Overriding Consideration would be required to approve EIR Alternative 4, as recommended by the Planning Commission. During the public review period, staff received a total of 24 comment letters, six (6) of which were from the following agencies: CAL FIRE/Riverside County Fire; Riverside County Flood Control; Riverside Transit Agency; South Coast Air Quality Management District; Eastern Municipal Water District; and California Department of Transportation. Per Public Resources Code Section 21092.5, the City provided a written response to the commenting public agencies at least 10 days prior to the City Council's consideration of the Final EIR certification.

Responses to Comments were prepared and included in the Final EIR. None of the comments raised additional environmental concerns that were not already addressed in the EIR, 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 EIR. In addition, an Errata was included in the Final EIR, setting forth clarifications, amplifications, corrections of typographical errors, and an analysis of the parcel hub relocation to the south of the site. Information included in Errata does not constitute "significant new information," and no further recirculation is required pursuant to CEQA Guidelines, Section 15088.5.

NOTICE OF PUBLIC HEARING:

A Notice of Public Hearing for the City Council meeting was published in the local newspaper and sent to agencies and property owners within 1,000 feet of the Project site, exceeding the 300-foot minimum requirement (Attachment 18). Since the writing of the Planning Commission staff report, staff has received approximately 500 emails in support of and eight (8) in opposition to the Project. Copies of the emails and letters are available at the City Clerk's office and the Planning Division.

The comments in support cited the shopping opportunities to be provided by the Project's commercial component and the increased employment opportunities. Comments in opposition raised concerns about the adequacy of the EIR and potential environmental impacts on biological resources, air quality, noise, traffic, and compatibility with sensitive receptors in adjacent and nearby areas. Opponents specifically objected to the inclusion of any warehouse use, frequently stating that they perceived little, if any, distinction between a parcel hub and a warehouse. Additional concerns included the loss of recreational opportunities previously contemplated under the existing Specific Plan and skepticism regarding the applicant's commitment to delivering the community benefits associated with Project development.

RECOMMENDATIONS:

Staff is recommending that the City Council approve the Planning Commission's recommendation with the proposed amendment to move the Parcel Hub facility south and closer to the freeway so that it is further away from the future residential development and Sports Park north of Orange Avenue, plus the addition of increasing the Parcel Hub facility square footage as the project financial viability is depending on FedEx occupancy the Parcel Hub facility. Without the increase in square footage and lot size, the applicant has indicated that there is no Project viability to include the commercial shopping center component. Therefore, staff recommends the following:

1. Adopt Resolution Number (*next in order*) certifying the Final Environmental Impact Report (SCH 2024080337), identifying EIR Alternative 4 as the Project, with the 391,725 square foot Parcel Hub on 70 acres, and adopting the Mitigation Monitoring and Reporting Program, Statement of Overriding Considerations, and Findings of Fact;
2. Adopt Resolution Number (*next in order*) approving GPA 24-05175, SPA 22-05250, TPMs 22-05251 (TPM 38810) and 24-05198 (TPM 38811), CUPs 22-05005 and 23-05235, and DPRs 22-05239 and 23-00018; and
3. Introduce Ordinances Numbers (*next in order*) approving ZC 24-05176 and DAA 17-05136 to facilitate the comprehensive update of the Harvest Landing Specific Plan and Phase 1 development, subject to Conditions of Approval and findings contained herein.

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

Prepared by: Albert G. Armijo, Contract Project Planner
Reviewed by: Patricia Brenes, Planning Manager

REVIEWED BY:

Assistant City Manager: _____
Assistant City Manager:_____
Director of Finance:_____

Attachments:

1. Resolution Number *(next in order)* Certifying the Environmental Impact Report Alternative 4 Project that includes a 391,725 square foot parcel hub in the southerly area, and Adopting the Statement of Overriding Considerations, Findings of Fact, and the Mitigation Monitoring and Reporting Program
   Due to the size of the file, only the Resolution is included as a hard copy; the Attachments are available online at:
   https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-528#docfold_1206_1313_479_528
2. Resolution Number *(next in order)* Approving General Plan Amendment 24-05175, Specific Plan Amendment 22-05250, Tentative Parcel Maps 22-05251 (TPM 38810) and 24-05198 (TPM 38811), Conditional Use Permits 22-05005 and 23-05235, and Development Plan Reviews 22-05239 and 23-00018, that includes a 391,725 square foot parcel hub in the southerly area, and Conditions of Approval (Planning, Engineering, Public Works, Community Services, and Building & Safety
3. Ordinance Number *(next in order)* Approving Development Agreement Amendment 17-05136 for the Harvest Landing Project, that includes a 391,725 square foot parcel hub in the southerly area
   Due to the size of the file, only the Ordinance is included as a hard copy; the Attachments are available online at:
   https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-528#docfold_1206_1313_479_528
4. Ordinance Number *(next in order)* Approving Zoning Change 24-05176 for a project with a 391,725 square foot parcel hub in the southerly area
   Due to the size of the file, only the Ordinance is included as a hard copy; the Attachments are available online at:
   https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-528#docfold_1206_1313_479_528
5. Vicinity/Aerial Map
6. Existing and Proposed Specific Plan Land Use Map
7. Harvest Landing Specific Plan document
   Due to the size of this file, the document is available in the Planning Division and online at:
   https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-528#docfold_1206_1313_479_528

8. MARB/IPA ALUCP Map
9. Tentative Parcel Maps 38810 and 38811
10. Project Plans
    a. Project including Reduced Parcel Hub Facility (Overall Site Plans, Floor Plans, Building Elevations, and Conceptual Landscape Plans, and Renderings)
    b. Project Plans including Large Parcel Hub Facility (Overall Site Plans, Floor Plans, Building Elevations, and Conceptual Landscape Plans, and Renderings)

    Due to the size of the plans, only select plans are provided in the staff report package; the complete set of plans 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-528#docfold_1206_1313_479_528
11. Harvest Landing Specific Plan Final EIR (Errata, Public Comments, and Responses to Comments) and Technical Reports
    Due to the size of the files; the documents are on file with the Planning Department and available online at:
    https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-528#docfold_1206_1313_479_528
12. Public Comment Letters
    Due to the size of the files, the public comment letters are on file with the Planning Division and available online at:
    https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-528#docfold_1206_1313_479_528
13. Planning Commission Staff Report Without Exhibits – Dated 12/17/2025.
    Due to the size of the files, only the staff report is included as a hard copy. The staff report and exhibits are available online at:
    https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-528#docfold_1206_1313_479_528
14. Applicant's Letter Requesting Council consideration to allow a larger Parcel Hub Facility, instead of PC Recommendation
15. Notice of Public Hearing

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

ATTACHMENT 7

City Council Agenda Submittal without Attachments - Dated March 10, 2026

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: March 10, 2026

SUBJECT: Second Reading of Ordinance Nos. 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 approximately 5.64 acres in the northerly area of the Harvest Landing Specific Plan from A1 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

REQUESTED ACTION: Second Reading and Adoption of Ordinance Nos. 1471 and 1472 approving Zone Change 24-05176 and Development Agreement Amendment 17-05136, based upon the findings and information contained in this submittal, and Conditions of Approval.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND:

On February 10, 2026, the City Council voted 3-2 *(Yes – Mayor Vargas, Corona, and Rabb, No – Nava and Vallejo)* to introduce the first reading of Ordinance Numbers 1471 and 1472 for the Harvest Landing Specific Project initiate a rezone of approximately 5.64 acres in the northerly area of the Harvest Landing Specific Plan from A1 Zone to Specific Plan (SP) and to apply the Multiple Business Uses (MBU) Overlay to 10.66 acres currently developed with the Val Verde Elementary School, and a Development Agreement Amendment providing specific project improvements and community benefits.

At the same meeting, the City Council adopted a Resolution approving a General Plan Amendment, Specific Plan Amendment, Tentative Parcel Maps, Conditional Use Permits, and Development Plan Reviews to facilitate the comprehensive update of the Harvest Landing Specific Plan and Phase 1 development consisting of a commercial shopping center totaling 428,507 square feet on 46.49 acres, a 12.91-acre water quality basin, a16.5 acre Harvest Landing Sports Park, and a 391,725-square-foot parcel hub facility on 70 acres.

The approval by the City Council also included directions to make the following changes to the Specific Plan, Conditions of Approval, and Development Agreement Terms:

- Make amendments to the Specific Plan to allow only one Parcel Hub, remove industrial uses and allow manufacturing uses, subject to a Conditional Use Permit,
- Update the conditions of approval to include 1) security guards and security surveillance for the shopping center and 2) a warehouse and distribution restriction covenant to complement the restriction already noted in the Specific Plan and Development Agreement terms, and
- Amend the Development Agreement to ensure that 1) At least one top tier tenant is an entertainment use; 2) For a period of 10 years land would be set-aside for a hospital facility with reasonable good faith effort to pursue such use; 2) Prior to occupancy permit of the Parcel Hub at least occupancy of 194,000 square feet of the commercial retail shall be opened and operational; 3) Construction of the Sports Park in Phase 1 within occupancy permit of the Parcel Hub, which was previously in Phase 2

To implement the Sports Park's completion prior to the Parcel Hub's occupancy permit under the terms of the Development Agreement, the engineering conditions have also been updated to identify all requirements to complete the park's construction.

The specific updates to the Development Agreement and Conditions of Approval are noted below:

Development Agreement – The Development Agreement includes the following changes:

- **Section 4.2 Commercial Construction and Land Subsidy.** Owner agrees that, except as otherwise provided in Section 4.2.1 below: (i) the entire Retail Commercial component of the Project, including the big box Commercial Retail building (165,050 sq. ft.), in-line commercial building (Majors A through K, totaling 202,977 sq. ft.), and all outlying buildings (Pads 1 through 8, and Pads A and B), as shown in Exhibit F, off-site improvements, and all parking lot improvements and landscaping for the Retail Commercial component of the Project, shall be constructed prior to or concurrently with construction of the Parcel Hub; and (ii) at least 194,000 square feet of the aforementioned retail commercial space shall be tenanted, open, and fully operational prior to occupancy permits (i.e., issuance of a certificate of occupancy) for the Parcel Hub. In addition to the foregoing, Owner agrees to provide a land subsidy for the Retail Commercial Center in the amount of approximately $22,400,000.00 to allow for the provision of lower rents that will attract a stable of top tier retail tenants with at least one tenant being an entertainment use.

- **Section 4.2.1 Exception.** In the event that clause (i) and/or clause (ii) in Section 4.2 above have not been fully satisfied by Owner at the time when all other requirements for issuance of a certificate of occupancy for the Parcel Hub are met, then if Owner requests issuance of the certificate of occupancy for the Parcel Hub without first fully satisfying these requirements and demonstrates to the Director's satisfaction that at minimum, construction of the Commercial Retail building (165,050 sq. ft.) and the in-line commercial building (Majors A through K, totaling 202,977 sq. ft.), as shown in Exhibit F, and all off-site improvements, and all parking lot improvements, and landscaping has been completed, the City shall issue a Certificate of Occupancy for the Parcel Hub provided Owner makes a payment to the City as

follows: (i) Fifteen Million Dollars ($15,000,000) prior to issuance of a certificate of occupancy for the Parcel Hub; and (ii) One Million Dollars ($1,000,000) monthly thereafter until construction of the outlying buildings (Pads 1 through 8, and Pads A and B) are completed and at least 194,000 square feet of the commercial retail space is tenanted, open and fully operational. If Owner utilizes the foregoing exception to obtain Parcel Hub occupancy permits, then in addition to making the aforementioned payments to the City, Owner shall have a continuing obligation to diligently complete construction of the outlying buildings (Pads 1 through 8, and Pads A and B)) and tenanting and open and operational status for the 194,000 square feet of retail commercial space. No Permitted Delay or other occurrence of Force Majeure shall apply to the payment obligations set forth in this Section 4.2.1

- **Section 4.5 Sports Park.** Owner agrees to construct a 16-acre Sports Park for the benefit of local residents in Phase 1 of the Project, prior to issuance of a certificate of occupancy for the Parcel Hub, substantially in the area depicted in green and labeled "Harvest Landing Sports Park" in the Development Plan included as Exhibit F to this Agreement, subject to the City's approval of an Administrative Development Plan Review application for the development, which shall be submitted by Owner within 60 days after the Effective Date and diligently pursued thereafter. The Sports Park shall include the following amenities, subject to the City's final approval: up to four (4) grass or artificial grass soccer fields, a tot-lot or playground area, perimeter fencing, a soccer pro-shop, restrooms, and designated storage area. La Academia, Soccer Club ("La Academia, S.C.") shall be entitled to a right of first refusal to lease or license the use of the Sports Park from Owner, including all maintenance, security and other responsibilities associated therewith. In the event that La Academia, S.C. fails to adequately maintain or secure the Sports Park, and at any other time when there is no lessee or licensee adequately performing such obligations, Owner (as landowner) shall be held responsible for such security and maintenance obligations. Nothing herein shall be construed to relieve Owner of any of its obligations as a landowner to maintain the property free of nuisances in compliance with Title 7 of the Perris Municipal Code. If La Academia, S.C. fails to exercise its right of first refusal or ceases to lease, license or operate the Sports Park at any point in the future, City shall have the first right of refusal to acquire fee title to the Sports Park from Owner at no cost to City. City shall be required to exercise such right of first refusal within ninety (90) days after receiving formal notice from Owner of the failure to exercise, termination or expiration of La Academia, S.C's lease or license to use the Sports Park, which notice shall specify the City's right of first refusal and the 90-day period to act.

- **Section 4.6 Hospital Use.** For a period of 10 years, Owner agrees to reserve and set aside the 40.42 acre parcel within the Phase 2 MBU designation for a hospital, and agrees to make reasonable and diligent good faith efforts to procure such a hospital development and use occupying all or most of the reserved land.

Planning Conditions of Approval – The following changes are incorporated into the Planning Conditions of Approval:

- **No. 40 – Warehouse and Distribution Use Restriction Covenant.** Prior to issuance of building permit for the Parcel Hub, the property owner shall record a covenant that runs with the land and permanently restricts warehouse and distribution uses on the property as identified

by: TPM 38810 - Lot 1 & 2, and TPM 38810 Parcel 1 subject to the review and approval City's legal counsel. The covenant shall be binding on all current and future property owners and shall remain in effect unless otherwise modified or released by the City through a public approval process.

- **No. 71 – Retail Security Guards and Surveillance.** The Project Developer shall maintain 24-hour security and surveillance monitoring for the retail commercial portion of the project. Surveillance footage shall be retained for a minimum of 30 days prior to deletion.

Engineering Conditions of Approval – The following change is incorporated into the Engineering Conditions of Approval:

- **No. 39** - Prior to issuance of the Certificate of Occupancy for the Parcel Hub, the developer/property owner shall complete the construction of the Sports Park, located at the northwest corner of Orange Avenue and Barrett Avenue.

  Approval of the Sports Park shall be subject to the approval of an Administrative Development Plan Review and approval of but not limited to the following items:

  a. Create a legal parcel for the Sports Park
  b. Site Layout
  c. Traffic Study
  d. Parking Analysis
  e. Pedestrian Accessibility Analysis
  f. Conceptual Grading Plan
  g. Drainage Report
  h. PWQMP
  i. EMWD Will Serve Letter
  j. Dedication of rights-of-way and/or easements
  k. Construction of public roadways and appurtenances around the perimeter of the Sports Park, including traffic signals as directed by the City Engineer.

HARVEST LANDING RETAIL CENTER ANNUAL SALES REVENUE

Since the City Council meeting on February 10, 2026, the applicant has provided a memorandum from DTA Public Finance, Inc. (formerly David Taussig & Associates), a national consulting firm specializing in development economics, estimating annual sales revenue of $238,249,013 at full build-out of the shopping center (see Attachment 7).

RECOMMENDATION:

Staff recommends the adoption of Ordinance Nos. 1471 and 1472, approving Zone Change 24-05176 and Development Agreement Amendment 17-05136, based upon the findings and information contained in this submittal, and Conditions of Approval, as modified by the City Council. Upon the adoption of the Ordinances, the General Plan Amendment, Specific Plan

Amendment, Tentative Parcel Maps, Conditional Use Permits, and Development Plan Reviews will become effective on April 10, 2026.

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

Prepared by: Patricia Brenes, Planning Manager
Reviewed by: Kenneth Phung, Director of Development Services

REVIEWED BY:
Assistant City Manager:_____
Assistant City Manager:_____
Director of Finance:_____

Attachments:

1. Ordinance No. 1471 approving the Zone Change
2. Ordinance No. 1472 approving the Development Agreement Amendment
3. Final Conditions of Approval (Planning, Engineering, Public Works, Community Services, and Building & Safety)
4. Amendments to the Specific Plan land use Table to remove industrial uses and allow manufacturing uses, subject to a Conditional Use Permit
5. Project Plans - Site Plan, Floor Plans, Building Elevations – Informational Purpose
6. City Council Agenda Submittal without Exhibits - Dated February 10, 2026
7. Estimated Annual Sales Revenue by DTA

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

ATTACHMENT 8

Memorandum to City Council –

Dated March 10, 2026

CITY OF PERRIS

DEVELOPMENT SERVICES DEPARTMENT PLANNING DIVISION

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Kenneth Phung, Director of Development Services

DATE: March 10, 2026

SUBJECT: Item 10.C. Harvest Landing Project Updated Development Agreement Terms and Conditions of Approval

---

The following are additional amendments that have been made to the Development Agreement Terms and Conditions of Approval highlighted in RED below, since issuance of the Staff Report for Harvest Landing Specific Project, which was approved by the City Council on February 10, 2026, by a 3-2 vote *(**Yes** – Mayor Vargas, Corona, and Rabb, **No** – Nava and Vallejo)*

The specific updates to the Development Agreement and Conditions of Approval are below:

Development Agreement

- **Section 4.2 Commercial Construction and Land Subsidy.** Owner agrees that, except as otherwise provided in Section 4.2.1 below: (i) the entire Retail Commercial component of the Project, including the big box Commercial Retail building (165,050 sq. ft.), in-line commercial building (Majors A through K, totaling 202,977 sq. ft.), one outlying building for a sit-down restaurant ~~and all outlying buildings (Pads 1 through 8, and Pads A and B)~~, as shown in Exhibit F, off-site improvements, including drainage and all parking lot improvements and landscaping for the Retail Commercial component of the Project, shall be constructed prior to or concurrently with construction of the Parcel Hub; and (ii) at least 194,000 square feet of the aforementioned retail commercial space, a family entertainment use, and one sit-down restaurant in the aforementioned outlying building for a sit down restaurant shall be ~~tenanted,~~ open, and fully operational prior to occupancy permits (i.e., issuance of a certificate of occupancy) for the Parcel Hub. In addition to the foregoing, Owner agrees to provide a land subsidy for the Retail Commercial Center in the amount of approximately $22,400,000.00 to allow for the provision of lower rents that will attract a stable of top tier retail tenants ~~with at least one tenant being an entertainment use~~.

- **Section 4.2.1 Exception.** In the event that clause (i) and/or clause (ii) in Section 4.2 above have not been fully satisfied by Owner at the time when all other requirements for issuance of a certificate of

occupancy for the Parcel Hub are met, then if Owner requests issuance of the certificate of occupancy for the Parcel Hub without first fully satisfying these requirements and demonstrates to the Director's satisfaction that at minimum, construction of the Commercial Retail building (165,050 sq. ft.) and the in-line commercial building (Majors A through K, totaling 202,977 sq. ft.), as shown in Exhibit F, with one unit for a family entertainment use, and one sit down restaurant in the outlying Pads and all off-site improvements, and all parking lot improvements, and landscaping has been completed, the City shall issue a Certificate of Occupancy for the Parcel Hub provided Owner makes a payment to the City as follows: (i) Fifteen Million Dollars ($15,000,000) prior to issuance of a certificate of occupancy for the Parcel Hub; and (ii) One Million Dollars ($1,000,000) monthly thereafter until ~~the outlying buildings (Pads 1 through 8, and Pads A and B) is completed and~~ one outlying building for a sit-down restaurant is constructed and restaurant is fully operational, at least 194,000 square feet of the constructed commercial retail space is fully operational, and ~~is tenanted~~ one family entertainment use is fully operational. If Owner utilizes the foregoing exception to obtain Parcel Hub occupancy permits, then in addition to making the aforementioned payments to the City, Owner shall have a continuing obligation to diligently complete construction ~~the outlying buildings (Pads 1 through 8, and Pads A and B)) and tenanting and open and operational status for~~ of the outlying sit-down restaurant building and be fully operational, and to have 194,000 square feet of retail commercial space and one family entertainment use fully operational. No Permitted Delay or other occurrence of Force Majeure shall apply to the payment obligations set forth in this Section 4.2.1

Planning Conditions of Approval

- **No. 40 – Warehouse and Distribution Use Restriction Covenant.** Prior to issuance of building permit for the Parcel Hub, the property owner shall record a covenant that runs with the land and permanently restricts warehouse and distribution uses on the property as identified in TPM 38810 ~~Lot 1 & 2, and TPM 38810 Parcel 1~~ and TPM 38811 subject to the review and approval City's legal counsel. The covenant shall be binding on all current and future property owners and shall remain in effect unless otherwise modified or released by the City through a public approval process.

- **No. 57.j. – Parcel Hub Additional Landscape Screening.** The applicant/developer shall increase and enhance the landscaped areas at the southeast corner of Frontage Road and Private Drive A, and the northeast corner of Frontage Road and Barrett Avenue, subject to review and approval by Planning staff.

Attachments:

~~1. Site Plan for Harvest Landing Development~~
2. Updated Development Agreement
~~3. Updated Planning Conditions of Approval~~

CITY OF PERRIS

10.F.

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: April 14, 2026

SUBJECT: Initiation of Annual Proceedings for City's Maintenance Districts (FY 2026/2027)

REQUESTED ACTION: That the City Council:

1) Adopts Resolution Ordering Preparation of the Engineer's Report, Maintenance District No. 84-1 (Streetlights and Traffic Signals)
2) Adopts Resolution Ordering Preparation of the Engineer's Report, Landscape Maintenance District No. 1
3) Adopts Resolution Ordering Preparation of the Engineer's Report, Flood Control Maintenance District No. 1

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION: In order to provide continued funding for the City's maintenance districts, annual procedures are required of the City Council. By adopting these resolutions that order the preparation of the annual Engineer's Reports, the procedures for FY 2026/2027 will be initiated. The next action is scheduled for May 26, 2026 when the Engineer's Reports will be presented to the City Council for preliminary approval.

The districts include residential tracts, commercial and industrial developments throughout the City.

BUDGET (or FISCAL) IMPACT:

For FY 2025/2026, approximately 37,907 assessments were levied totaling $10,905,337.96.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

Assistant City Manager: MB
Assistant City Manager: ER
Director of Finance: [signature]

Attachments:

1) Resolution Ordering Preparation of the Engineer's Report, Maintenance District No. 84-1
2) Resolution Ordering Preparation of the Engineer's Report, Landscape MD No. 1
3) Resolution Ordering Preparation of the Engineer's Report, Flood Control MD No. 1

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

Attachment No. 1

Resolution Ordering Preparation of Engineer's Report, Maintenance District Number 84-1

RESOLUTION NUMBER XXXX

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

WHEREAS, the City Council of the City of Perris, California ("this City Council"), has previously determined that the public interest, convenience and necessity, requires the installation, construction and maintenance of public lighting and appurtenant facilities as set forth in Section 22525 of the Streets and Highways Code, State of California, within the incorporated boundaries of the City of Perris, California; and

WHEREAS, this City Council hereby finds and determines that the public interest, convenience and necessity require the continued levy of assessments within the City of Perris, Maintenance District Number 84-1 for the purpose of installing, constructing, operating and maintaining public street lighting including traffic signals and appurtenant facilities authorized by Section 22525 of the Streets and Highways Code, State of California.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Perris as follows:

Section 1. That this City Council hereby initiates proceedings to levy and collect annual special benefit assessments within that area designated City of Perris, Maintenance District Number 84-1 (the "District") for the maintenance, servicing and operation of public street lighting, all pursuant to the Landscaping and Lighting Act of 1972 (Division 15 of the California Streets and Highways Code).

Section 2. That the maintenance proposed to be performed consists of the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of public lighting, traffic signals and landscaping, including:

(a) Repair, removal or replacement of all or any part of the improvements thereon.
(b) Required electrical operations, repair and replacement.
(c) Street light installation, servicing and maintenance.
(d) Traffic signal installation, servicing and maintenance.

Section 3. That the proposed maintenance district encompasses all that certain territory of the City of Perris included within the exterior boundary line shown upon that certain map entitled "Diagram of the City of Perris Maintenance District Number 84-1", indicating by said boundary line the extent of the territory included within the proposed district and which map is on file in the Office of the City Clerk. Reference is hereby made to said map for further, full and more particular description of said lighting maintenance district, and the said map so on file shall govern for all details as to the extent of said district. A boundary diagram of the District is included as Exhibit A.

Section 4. That the proceedings for the annual levy of the special benefit assessment are to be conducted under and in accordance with provisions of Division 15 of the Streets and Highways Code (Landscaping and Lighting Act of 1972) of the State of California.

Section 5. That John Pourkazemi, the City Engineer for the City of Perris, is hereby appointed the "Engineer of Work" and all provisions of Division 15 applicable to the Engineer shall apply to said "Engineer of Work" and Willdan Financial Services, is hereby appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of said Division 15 of the Streets and Highways Code.

ADOPTED, SIGNED and ***APPROVED*** this 14th day of April, 2026.

_____
Mayor, Michael M. Vargas

ATTEST:

_____
City Clerk, Nancy Salazar

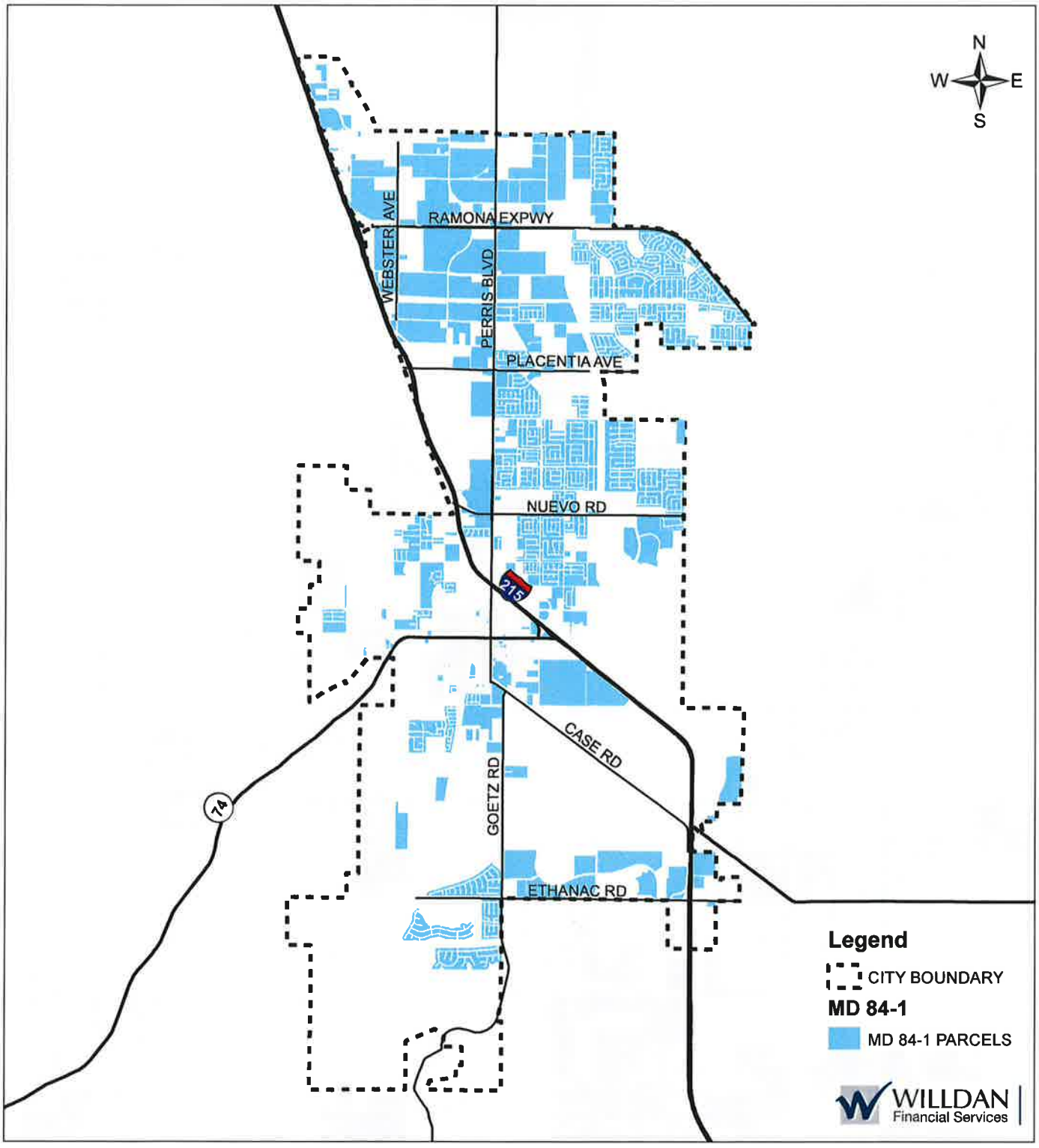
STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) §
CITY OF PERRIS)

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 14th day of April, 2026, by the following called vote:

Ayes:
Noes:
Absent:
Abstain:

_____
City Clerk, Nancy Salazar

MAINTENANCE DISTRICT NO. 84-1 VICINITY PARCEL MAP
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2025/2026



Attachment No. 2

Resolution Ordering Preparation of Engineer's Report, Landscape Maintenance District Number 1

RESOLUTION NUMBER XXXX

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

WHEREAS, the City Council of the City of Perris, California ("this City Council"), has previously determined that the public interest, convenience and necessity, requires the installation, construction and maintenance of public landscaping and appurtenant facilities as set forth in Section 22525 of the Streets and Highways Code, State of California, within the incorporated boundaries of the City of Perris, California; and

WHEREAS, this City Council hereby finds and determines that the public interest, convenience and necessity require the continued levy of assessments within the City of Perris, Landscape Maintenance District Number 1 for the purpose of installing, constructing, operating and maintaining public landscaping and appurtenant facilities authorized by Section 22525 of the Streets and Highways Code, State of California.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Perris as follows:

Section 1. That this City Council hereby initiates proceedings to levy and collect annual special benefit assessments within that area designated City of Perris, Landscape Maintenance District Number 1 (the "District") for the maintenance, servicing and operation of public landscaping, all pursuant to the Landscaping and Lighting Act of 1972 (Division 15 of the California Streets and Highways Code).

Section 2. That the maintenance proposed to be performed consists of the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of public landscaping, including:

(a) Repair, removal or replacement of all or any part of the improvements thereon.
(b) Required irrigation operation, repair and replacement.
(c) Required electrical operation, repair and replacement.

Section 3. That the proposed maintenance district encompasses all that certain territory of the City of Perris included within the exterior boundary line shown upon that certain map entitled "Diagram of the City of Perris Landscape Maintenance District Number 1", indicating by said boundary line the extent of the territory included within the proposed district and which map is on file in the Office of the City Clerk. Reference is hereby made to said map for further, full and more particular description of said landscape maintenance district, and the said map so on file shall govern for all details as to the extent of said district. A boundary diagram of the District is included as Exhibit A.

Section 4. That the proceedings for the annual levy of the special benefit assessment are to be conducted under and in accordance with provisions of Division 15 of the Streets and Highways Code (Landscaping and Lighting Act of 1972) of the State of California.

Section 5. That John Pourkazemi, the City Engineer for the City of Perris, is hereby appointed the "Engineer of Work" and all provisions of Division 15 applicable to the Engineer shall apply to said "Engineer of Work" and Willdan Financial Services, is hereby appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of said Division 15 of the Streets and Highways Code.

ADOPTED, SIGNED and ***APPROVED*** this 14th day of April, 2026.

_____
Mayor, Michael M. Vargas

ATTEST:

_____
City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 14th day of April, 2026, by the following called vote:

Ayes:
Noes:
Absent:
Abstain:

_____
City Clerk, Nancy Salazar

DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2025/2026
SHEET 1 OF 10

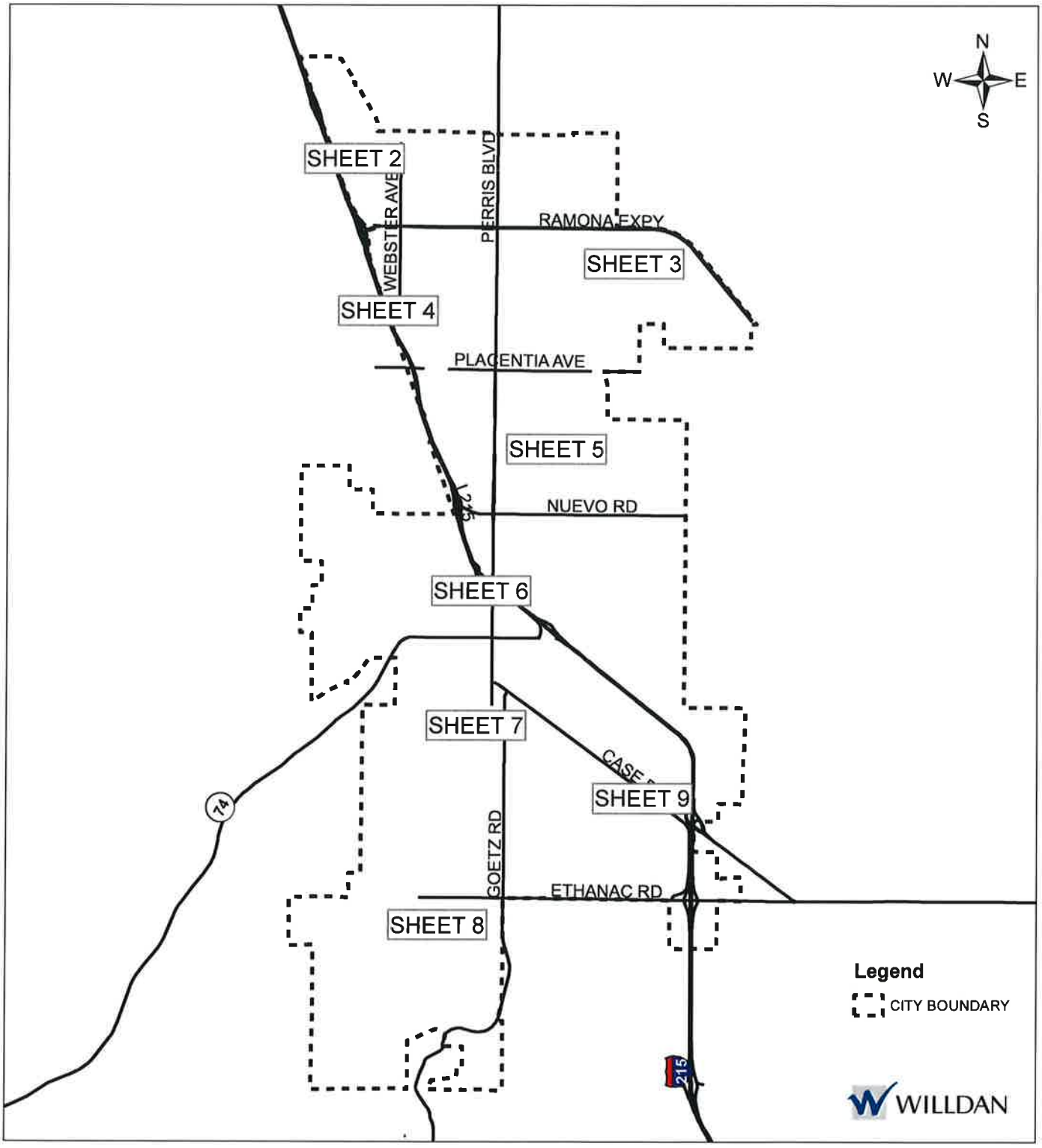
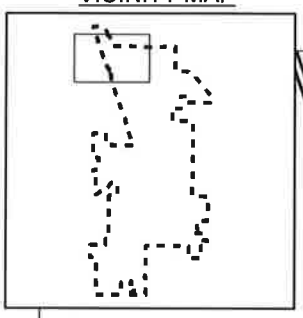


DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2025/2026
SHEET 2 OF 10

VICINITY MAP



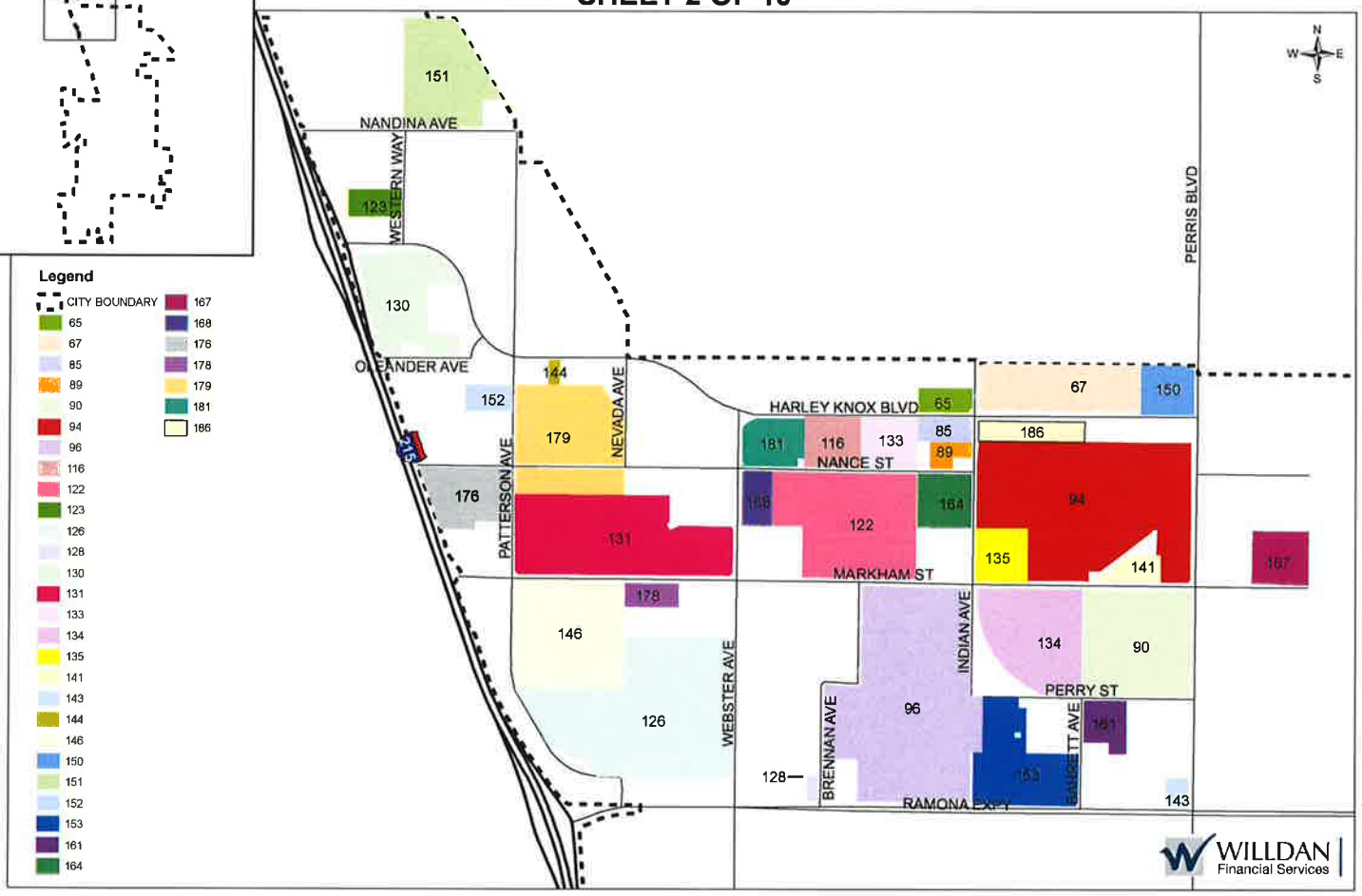


DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2025/2026
SHEET 3 OF 10

VICINITY MAP

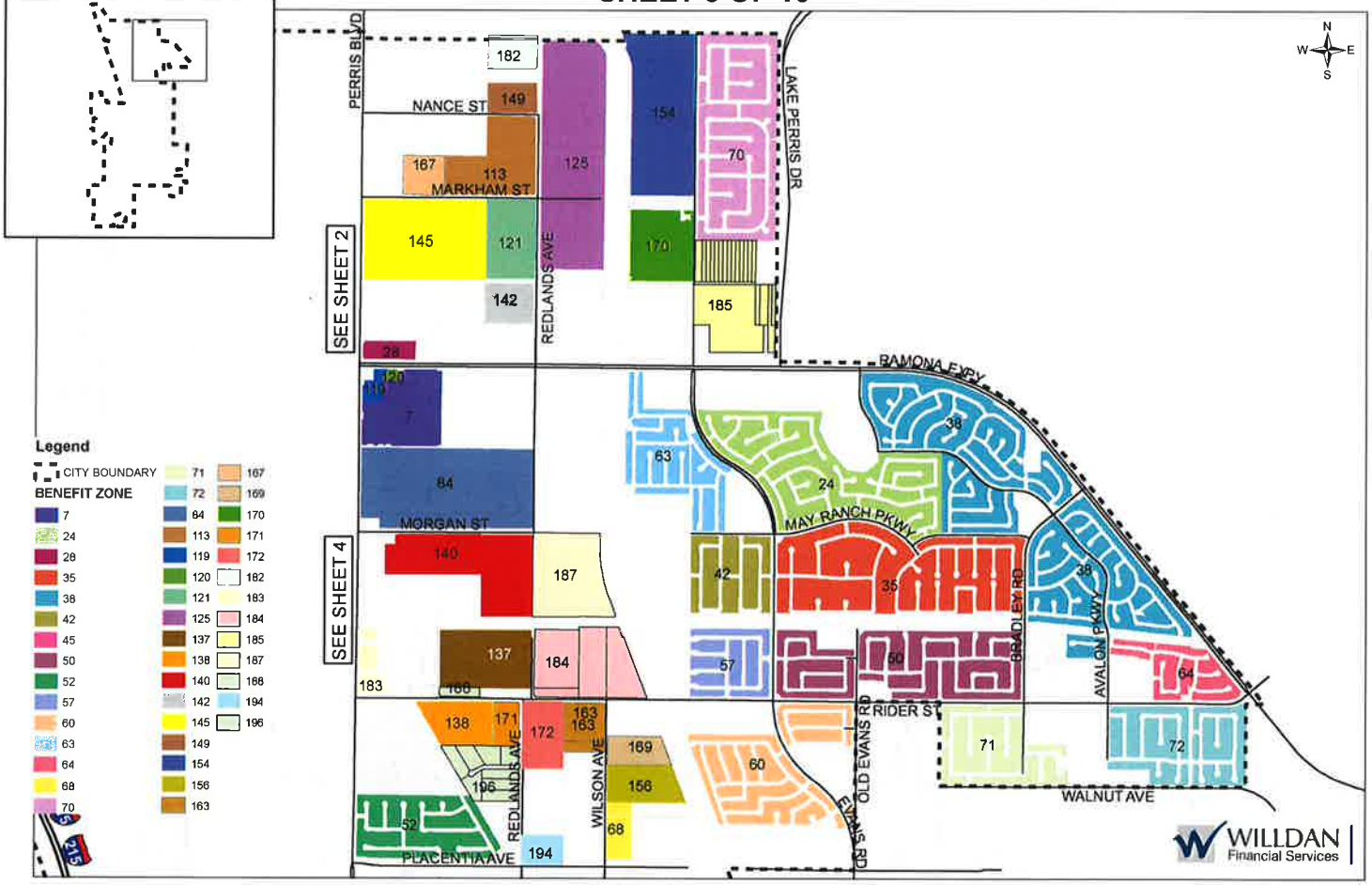


DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2025/2026
SHEET 4 OF 10

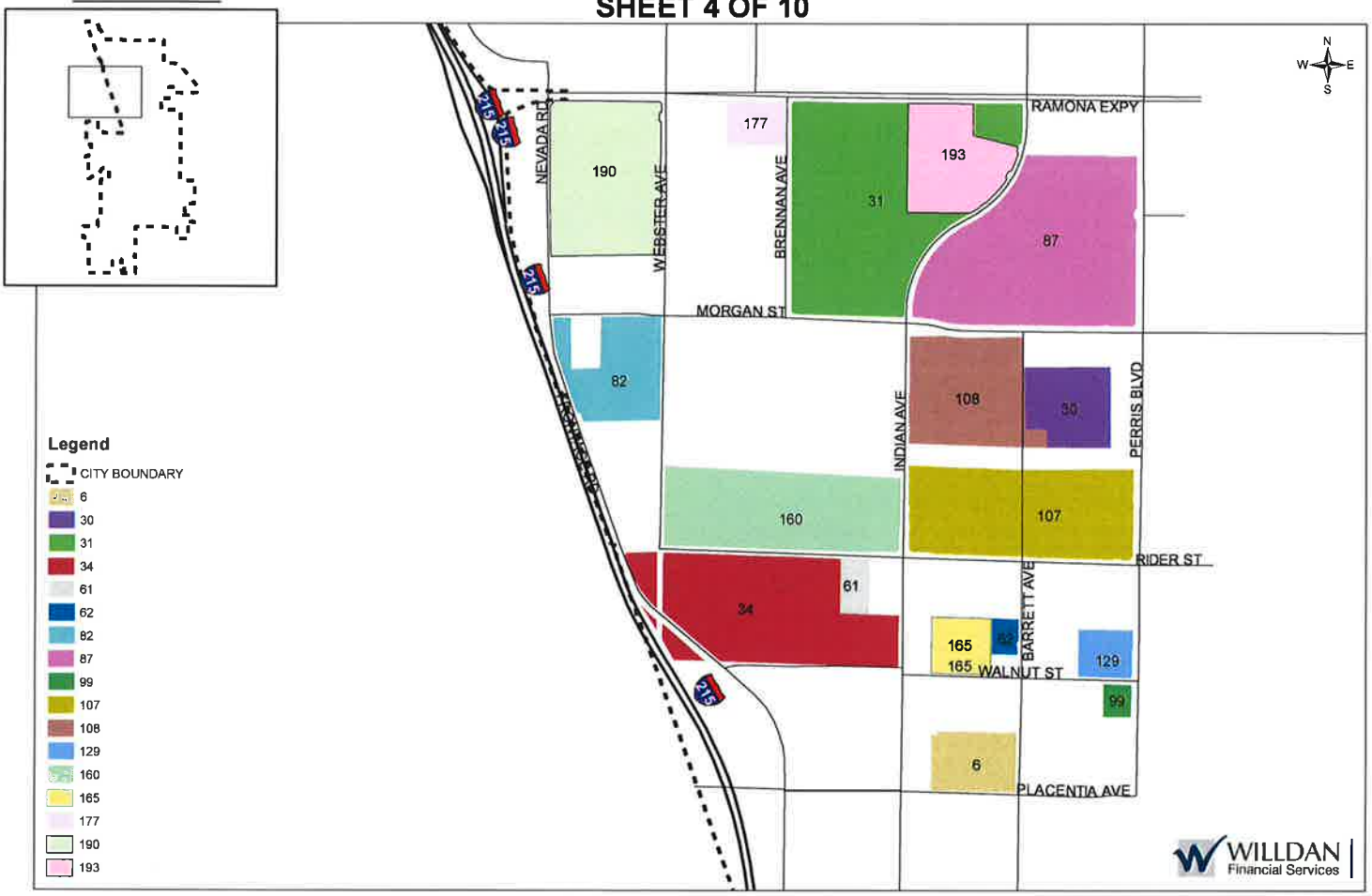


DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2025/2026
SHEET 5 OF 10

DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2025/2026
SHEET 6 OF 10

VICINITY MAP

DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2025/2026
SHEET 7 OF 10

VICINITY MAP

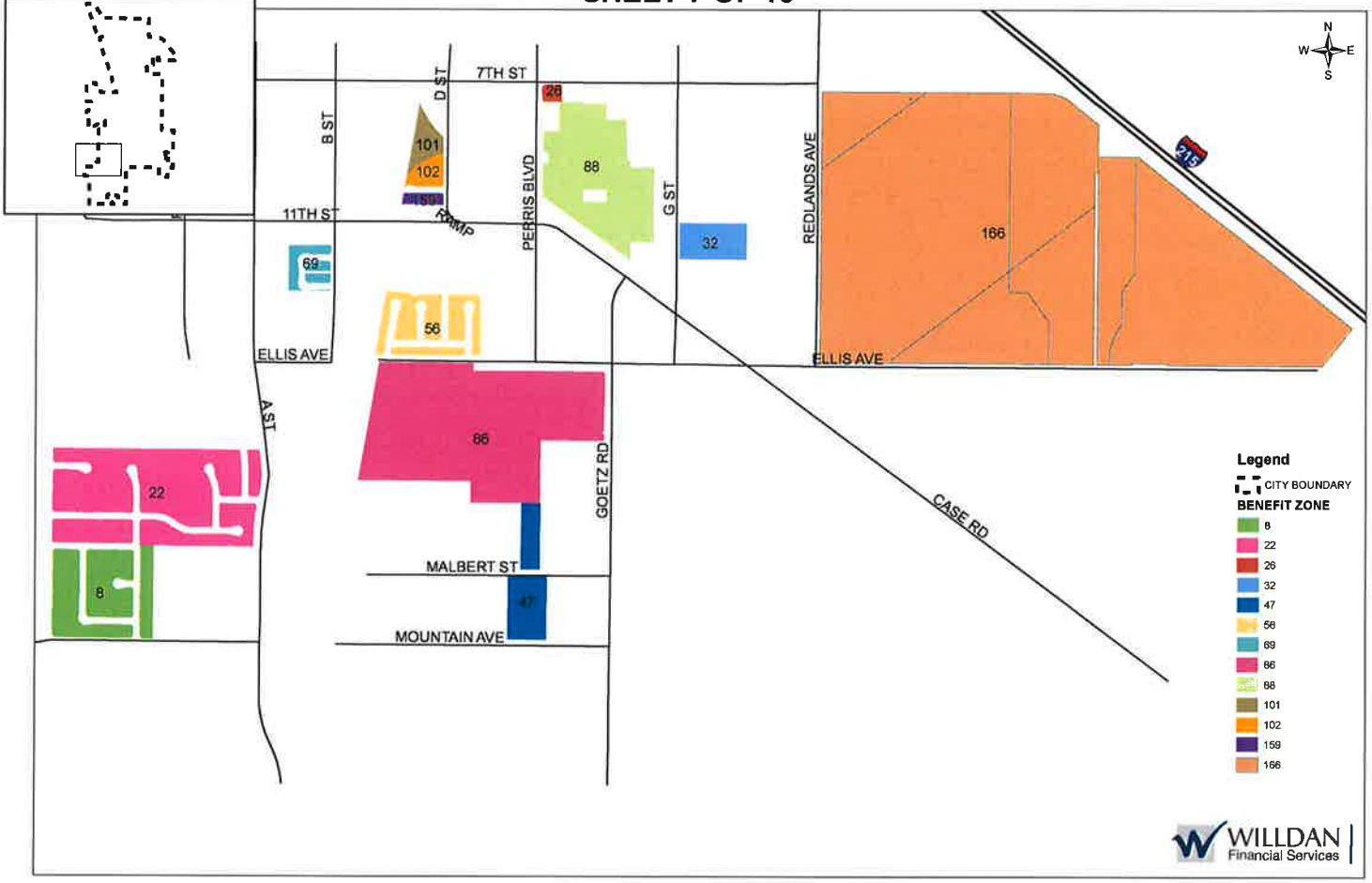
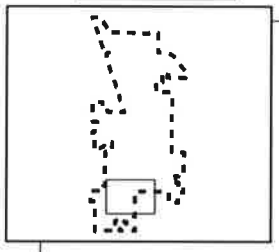


DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2025/2026
SHEET 8 OF 10

VICINITY MAP



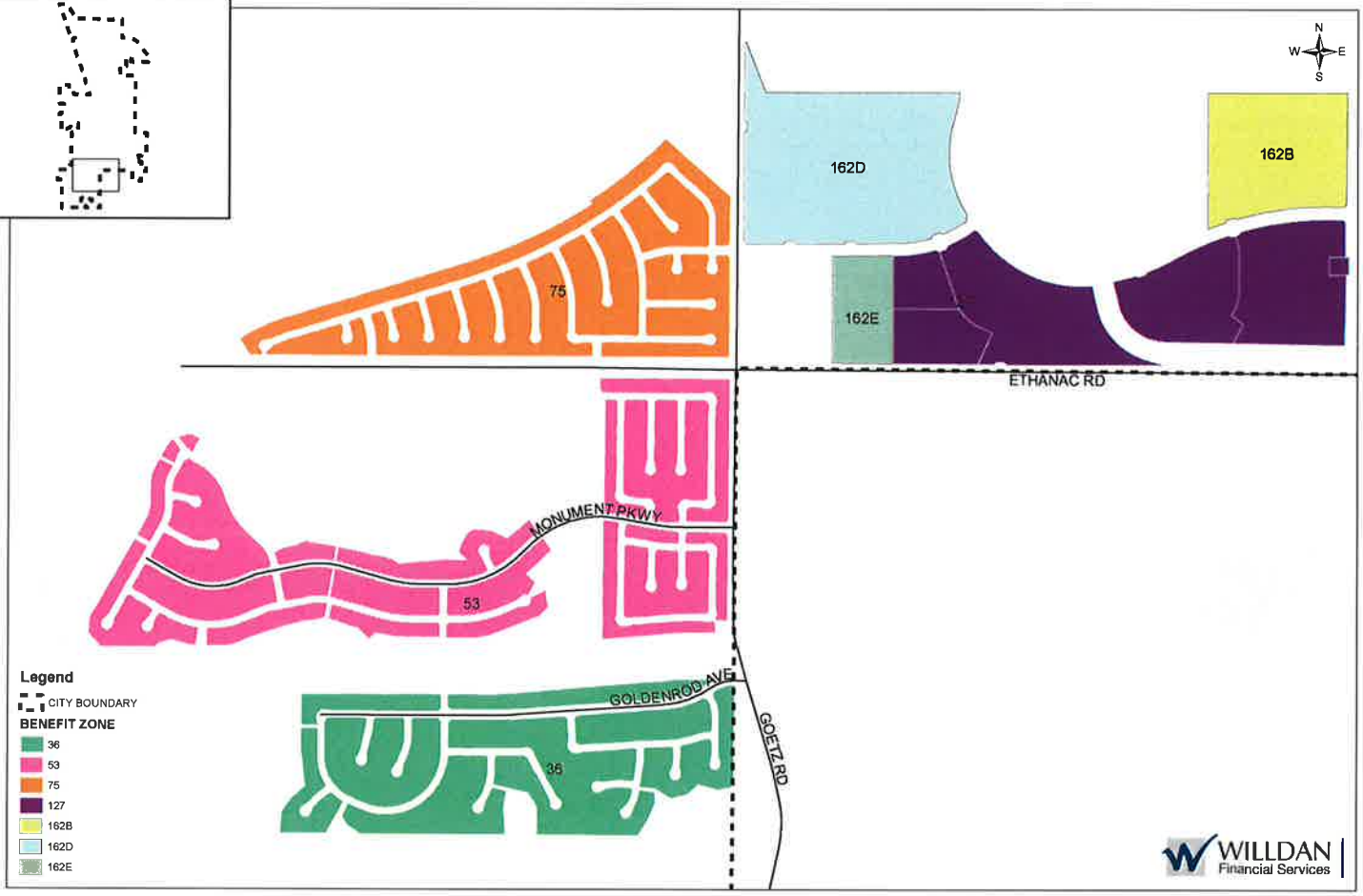


DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2025/2026
SHEET 9 OF 10

VICINITY MAP

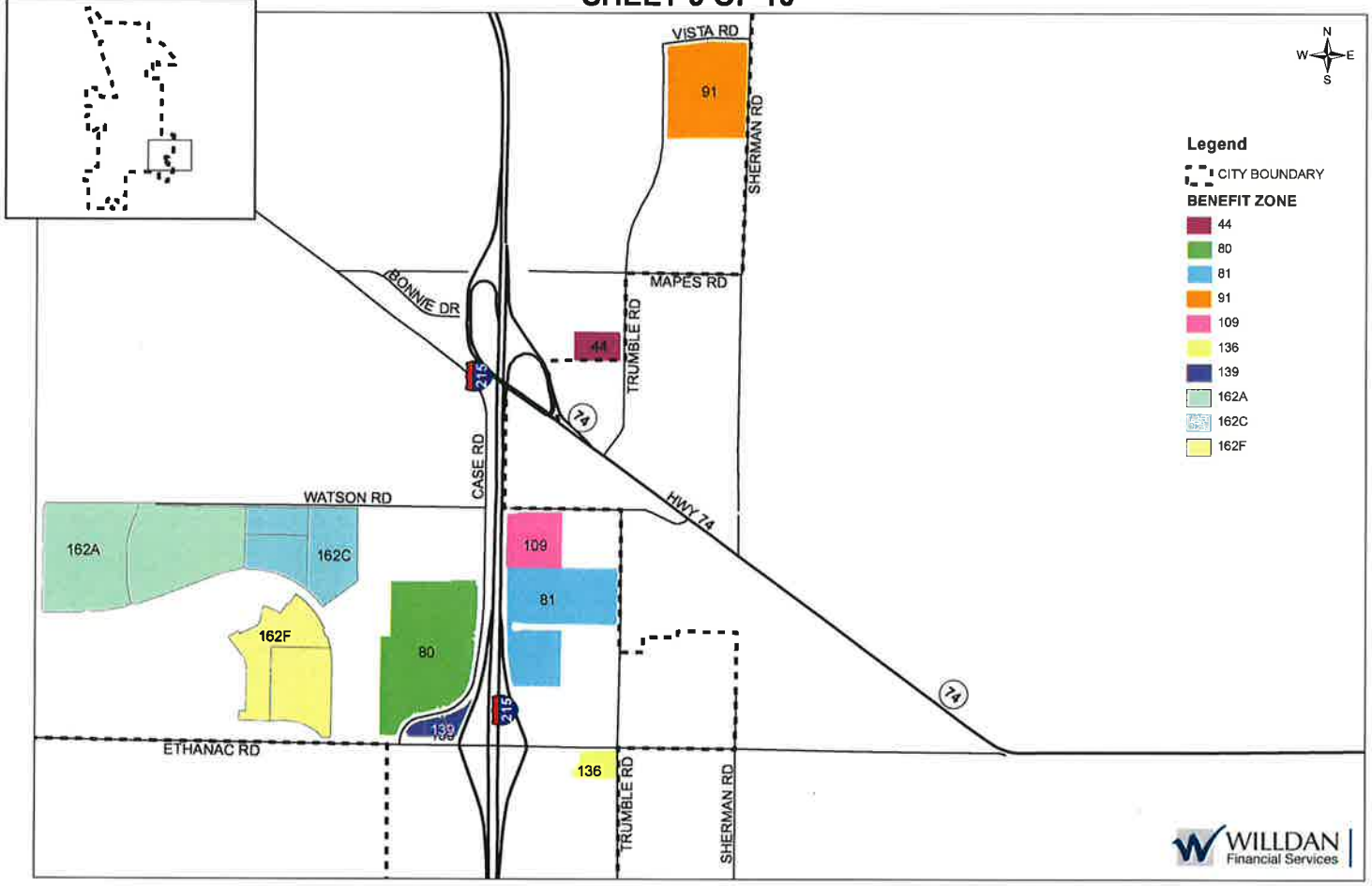


DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2025/2026
SHEET 10 OF 10

ZONE	DESCRIPTION	SHEET	Assessed (Y/N)
1A	TT 20280	6	Y
1B	TT 17399	5	Y
2	TT 19893	5	N
3	TT 21131	6	N
4	TT 20280	6	N
5	TT 20538	5	N
6	CUP 87/37	4	N
7	TT 21771	3	N
8	TT 22719	7	N
9	TT 22248	5	N
10	SUPERCEDED BY BZ38		
11	TT 22988	5	N
12	TT 22988	5	N
13	TT 24081	6	N
14	TT 24541/23275	6	N
15	TT 23825	5	N
16	TT 23838	6	N
17	TT 22910	6	N
18	TT 20645/31683	5	N
19	TT 20173	6	N
20	TT 24715	6	N
21	TT 20211	5	N
22	TT 24809	7	N
23	PM 26437	5	N
24	TT 24499	3	N
25	DPR 08/92	6	N
26	TT 27502	7	N
27	PM 27544	5	N
28	PM 26618	3	N
29	SUPERCEDED BY BZ86		
30	DPR 99/0174	4	N
31	PUP 99/0079	4	N
32	CUP 99-0185	7	N
33	SUPERCEDED BY BZ143		
34	DPR 97/0111	4	N
35	TT 29654/29993/29994	3	N
36	TT 28986	8	N
37	TT 24111	5	N
38	TT 22831	3	N
39	TT 30382	6	N
40	TT 30144	5	N
41	TT 26386	6	N
42	TT 30380	3	N
43	DPR 01-0051	5	N
44	DPR 02-0031	9	N
45	DPR 01-0210	3	N
46	DPR 98-0071	6	N
47	WOODWORK CREATIONS	7	N
48	PUP 99/0126	5	N
49	TT 30751	5	N
50	TT 30490/30518	3	N
51	TT 31114	3	N
52	TT 31241	3	N
53	TT 30662/31564	8	N
54	TT 31678	6	N
55	TT 31226	6	N
56	TT 31201	7	N
57	TT 31178	3	N
58	PENDING		
59	TT 29425	5	N
60	TT 30773/31416	3	N
61	CUP 02-0215	4	N
62	DPR 03-149	4	N
63	TT 32262	3	N
64	TT 33227/AMND 22832/ AMND 22833	3	N
65	DPR 04-0343	2	N
66	TT 32793/33720	5	N
67	PM 31832	2	N
68	PM 31743	3	N
69	TT 32769	7	N
70	TT 32707/32708	3	N
71	TT 30780	3	N
72	TT 32249	3	N
73	TT 31660	5	N
74	TT 32428	5	N
75	TT 31926	8	N
76	DPR 04-0314	5	N
77	PENDING		
78	TT 31651	6	N
79	TT 31240	6	N
80	PM 33266	9	N
81	PM 34082	9	N
82	PM 33759	4	N
83	TT 34073	6	N
84	DPR 04-0464	3	N
85	DPR 06-0450	2	N
86	CUP 06-0158	7	N
87	PM 35676	4	N
88	TT 33549	7	N
89	CUP 09-01-008	2	N
90	DPR 05-0192	2	N
91	AQUATICS CTR	9	N
92	DPR 07-0045	6	N
93	CUP 12-06-0012	6	N
94	PM 33587	2	N
95	DPR 12-07-0011	6	N
96	PM 36010	2	N
97	PM 34131	5	N
98	CUP 12-04-0015	6	N
99	PM 36576	4	N
100	DPR 12-03-0006	6	N
101	DPR 10-08-0009	7	N
102	DPR 10-08-0009	7	N
103	SOUTHEAST HS	5	N
104	TR 30850	5	N
105	DPR 12-05-0013	6	N
106	CUP 13-02-0014	6	N
107	PM 36462, PARCEL 1	4	N
108	PM 36462, PARCEL 2	4	N
109	CUP 13-07-0010	9	N
110	SUPERCEDED BY BZ125		
111	PTN WISE & KNIGHTS	6	N
112	PTN WISE & KNIGHTS	6	N
113	PM 36540	3	N
114	CLEARWATER ES	5	N
115	DPR 14-00099	5	N
116	DPR 07-09-0018	2	N
117	CUP 14-09-0001	5	N
118	CUP 15-05056	6	N
119	PM 37043 LOT 1	3	N
120	PM 37043 LOT 2	3	N
121	DPR 05-0477	3	N
122	PM 36726	2	N
123	DPR 06-0140	2	N
124	PM 36266	6	N
125	PM 36469	3	N
126	PM 36512/36582	2	N
127	TT 36988/36989/37262	8	N
128	CUP 16-05237	2	N
129	CUP 02-0061	4	N
130	PM 37055	2	N
131	PM 36678	2	N
132	CUP 16-05189	6	N
133	DPR 06-0059	2	N
134	PM 37187	2	N
135	DPR 16-00015	2	N
136	CUP 16-05168	9	N
137	PM 35268	3	N
138	DPR 06-0635	3	N
139	PM 35762	9	N
140	CUP 98-0005	3	N
141	PCL 2, PM 33587	2	N
142	DPR 16-00013	3	N
143	NW PERRIS & RAMONA	2	N
144	PR 17-05194	2	N
145	PM 37304	3	N
146	PM 37343	2	N
147	PENDING		
148	TR 32497	5	N
149	PM 36770	3	N
150	PM 37278	2	N
151	DPR 19-00003	2	N
152	DPR 18-00006	2	N
153	PM 37457	2	N
154	TR 36648	3	N
155	DPR 19-00002	2	N
156	DPR 19-00007	3	N
157	PM 37760	5	N
158	NOT ANNEXED		
159	DPR 16-00014	7	N
160	DPR 07-0119	4	N
161	DPR 18-00011	2	N
162A	TR 37223	9	N
162B	TR 37722	8	N
162C	TR 37817	9	N
162D	TR 37262	8	N
162E	TR 37816	8	N
162F	TR 37818	9	N
163	DPR 20-00011	3	N
164	DPR 16-00001	2	N
165	DPR 19-00014	4	N
166	PM 37988	7	N
167	CUP 20-05100	2	N
168	DPR 20-00017	2	N
169	DPR 21-00001	3	N
170	TR 36647	3	N
171	DPR 21-00003	3	N
172	DPR 19-00016	3	N
173	TR 31659, 32041-1, 33338	5	N
174	TR 31659, 32041-1, 33338	5	N
175	TR 31659, 32041-1, 33338	5	N
176	DPR 22-00003	2	N
177	DPR 22-00010	4	N
178	DPR 22-00020	2	N
179	DPR 21-00005	2	N
180	CUP 22-05055	6	N
181	DPR 16-00012	2	N
182	DPR 20-00014	3	N
183	DPR 18-00001, 18-00007 & 21-00007	3	N
184	PM 37437	3	N
185	TR 38071-1	3	N
186	DPR 20-00019	2	N
187	PM 37438	3	N
188	DPR 21-00017	3	N
189	TR 37038	5	N
190	DPR 21-00013	4	N
191	CUP 22-05100	6	N
192	TR 31157, 31157-1, 31157-2, 31157-3	6	N
193	DPR 22-00011	4	N
194	DPR 22-00008	3	N
195	CUP 19-05295	6	N
196	DPR 20-00020	3	N
197	DPR 15-00014	5	N

WILLDAN

Attachment No. 3

Resolution Ordering Preparation of Engineer's Report, Flood Maintenance District Number 1

RESOLUTION NUMBER XXXX

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

WHEREAS, the City Council of the City of Perris, California ("this City Council"), has previously determined that the public interest, convenience and necessity, requires the installation, construction and maintenance of public flood control improvements, drainage, interior streets, and appurtenant facilities as set forth in Section 54710 of the Government Code, State of California, within the incorporated boundaries of the City of Perris, California; and

WHEREAS, this City Council hereby finds and determines that the public interest, convenience and necessity require the continued levy of assessments within the City of Perris, Flood Control Maintenance District Number 1 for the purpose of installing, constructing, operating and maintaining public flood control improvements, drainage, interior streets, and appurtenant facilities authorized by Section 54710 of the Government Code, State of California.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Perris as follows:

Section 1. That this City Council hereby initiates proceedings to levy and collect annual special benefit assessments within that area designated City of Perris, Flood Control Maintenance District Number 1 (the "District") for the maintenance, servicing and operation of public flood control improvements, drainage, interior streets, and appurtenant facilities, all pursuant to the Benefit Assessment Act of 1982 (Chapter 6.4, Division 2, Title 5 of the California Government Code). A boundary diagram of the District is included as Exhibit A.

Section 2. That the maintenance proposed to be performed consists of the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of public flood control improvements, drainage, interior streets and appurtenant facilities.

Section 3. That the proceedings for the annual levy of the special benefit assessment are to be conducted under and in accordance with provisions of Chapter 6.4, Division 2, Title 5 of the California Government Code (Benefit Assessment Act of 1982) of the State of California.

Section 4. That John Pourkazemi, the City Engineer for the City of Perris, is hereby appointed for the purpose of preparing the written report for the annual levy of the benefit assessment as provided for in Chapter 6.4, Division 2, Title 5 of the California Government Code (Benefit Assessment Act of 1982) of the State of California, and is hereby directed to prepare and file such report with the City Clerk.

ADOPTED, SIGNED and ***APPROVED*** this 14th day of April, 2026.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 14th day of April, 2026, by the following called vote:

Ayes:
Noes:
Absent:
Abstain:

_____
City Clerk, Nancy Salazar

DIAGRAM OF
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2025/2026
SHEET 1 OF 7

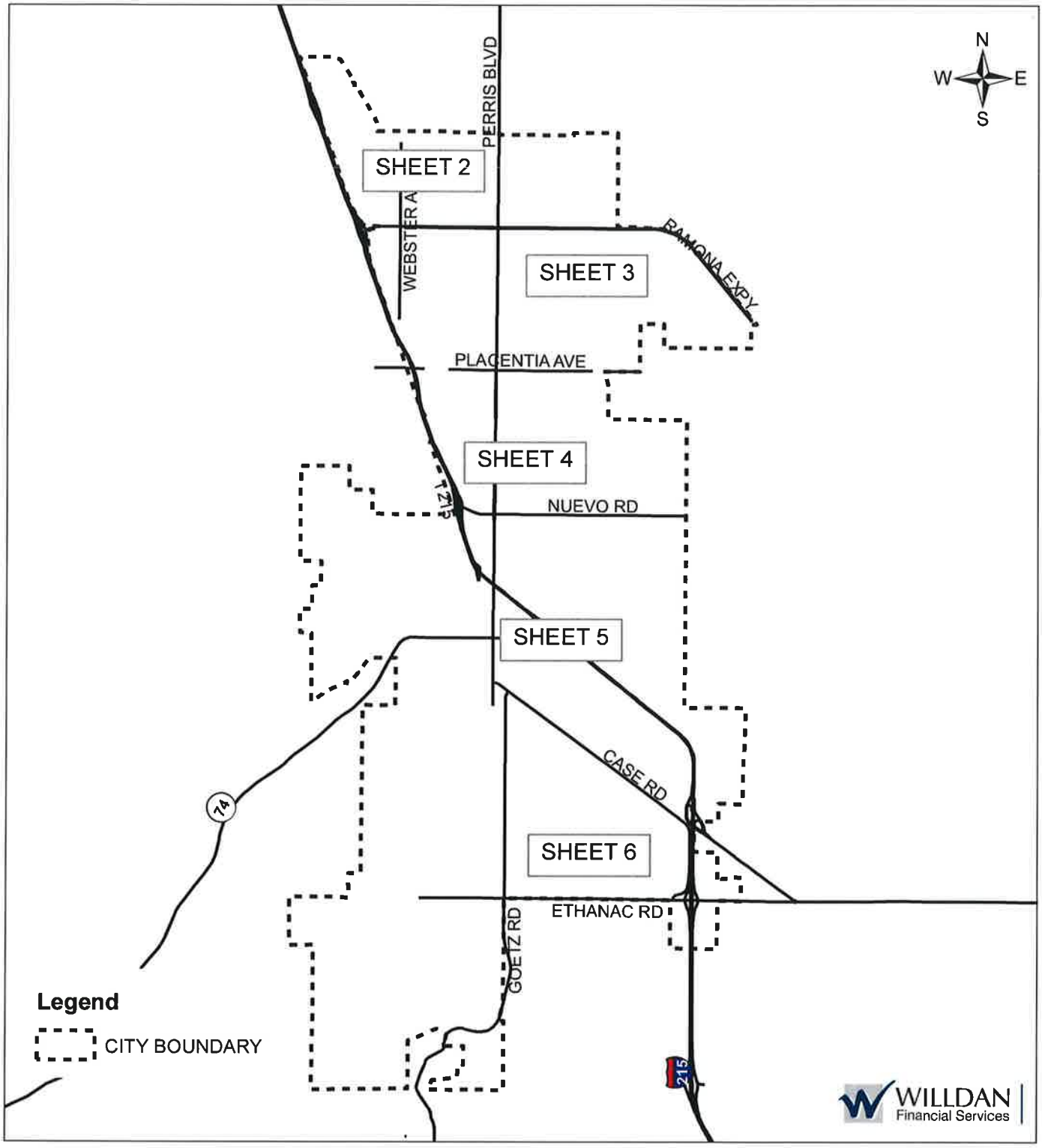


DIAGRAM OF
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2025/2026
SHEET 2 OF 7

VICINITY MAP

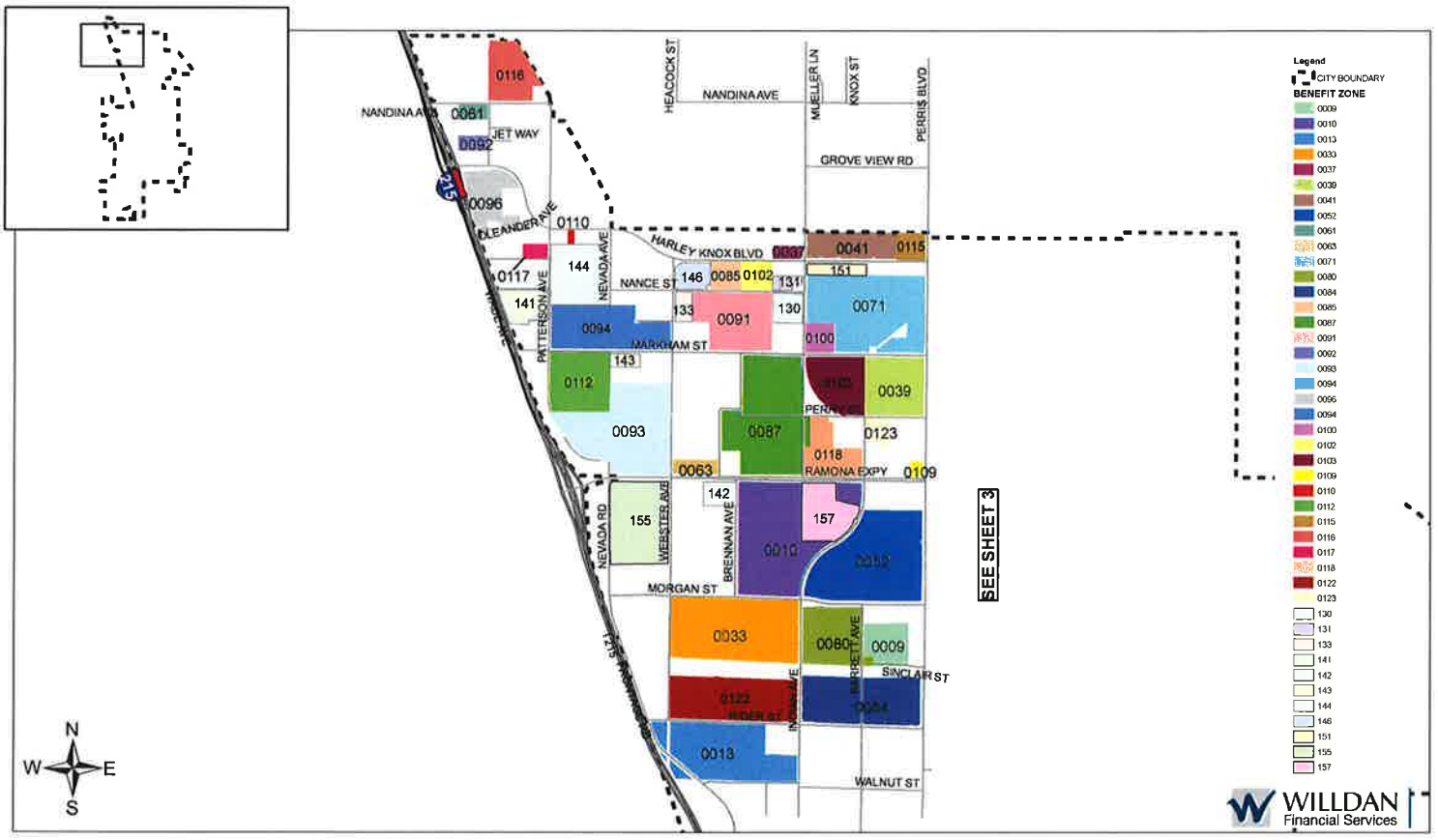


DIAGRAM OF
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2025/2026
SHEET 3 OF 7

VICINITY MAP

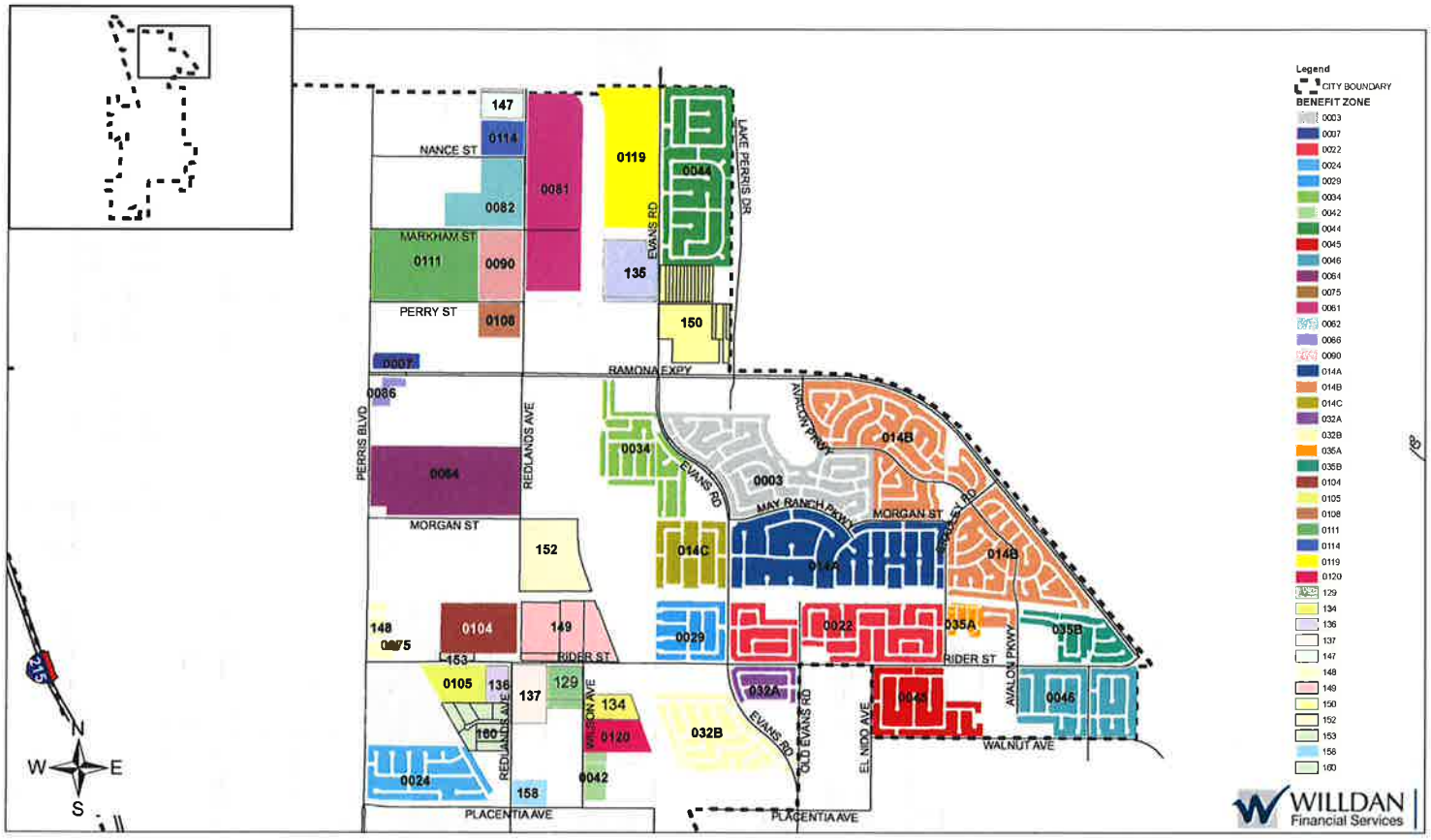


DIAGRAM OF
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2025/2026
SHEET 4 OF 7

VICINITY MAP

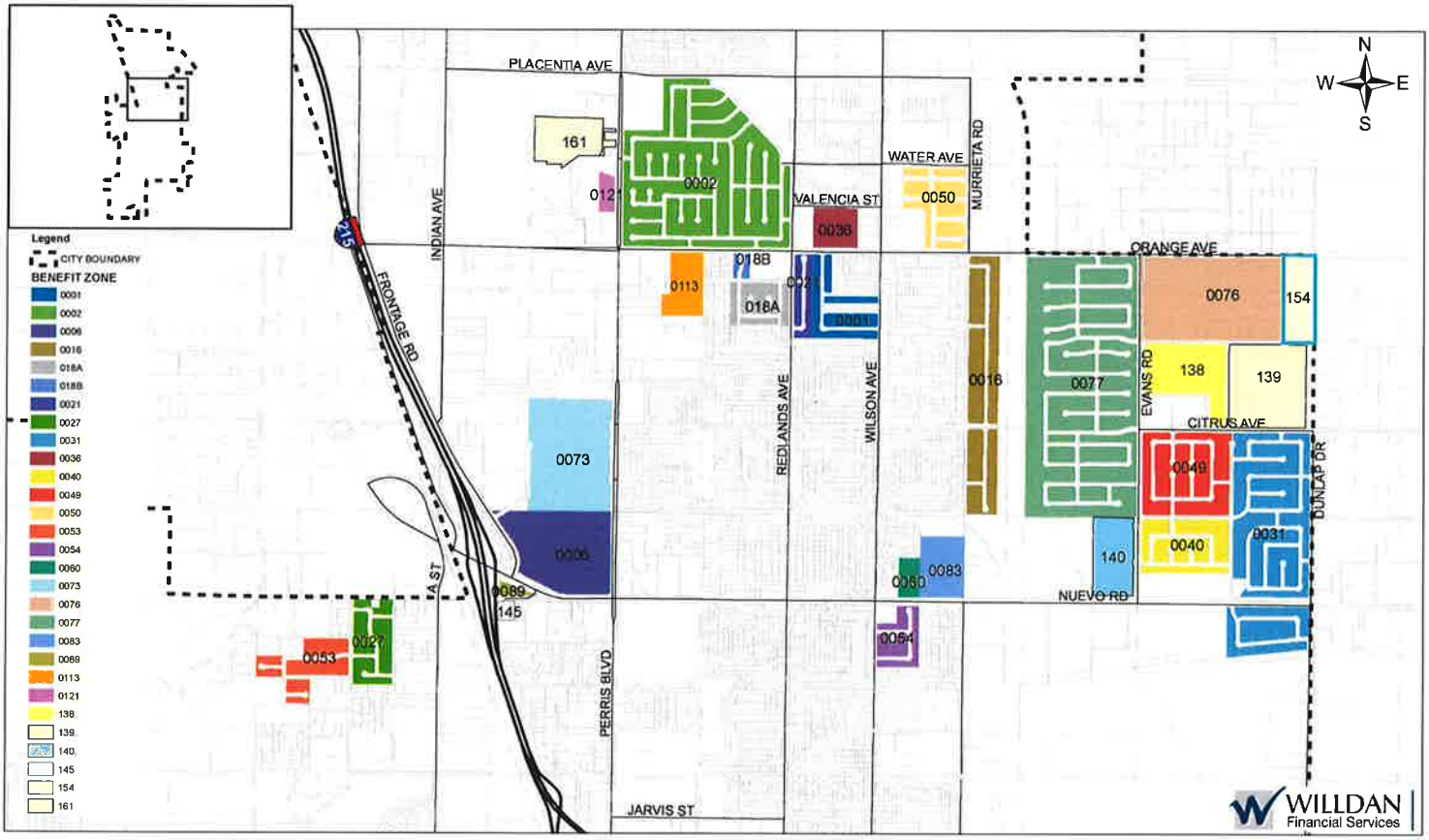


DIAGRAM OF
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2025/2026
SHEET 5 OF 7

VICINITY MAP

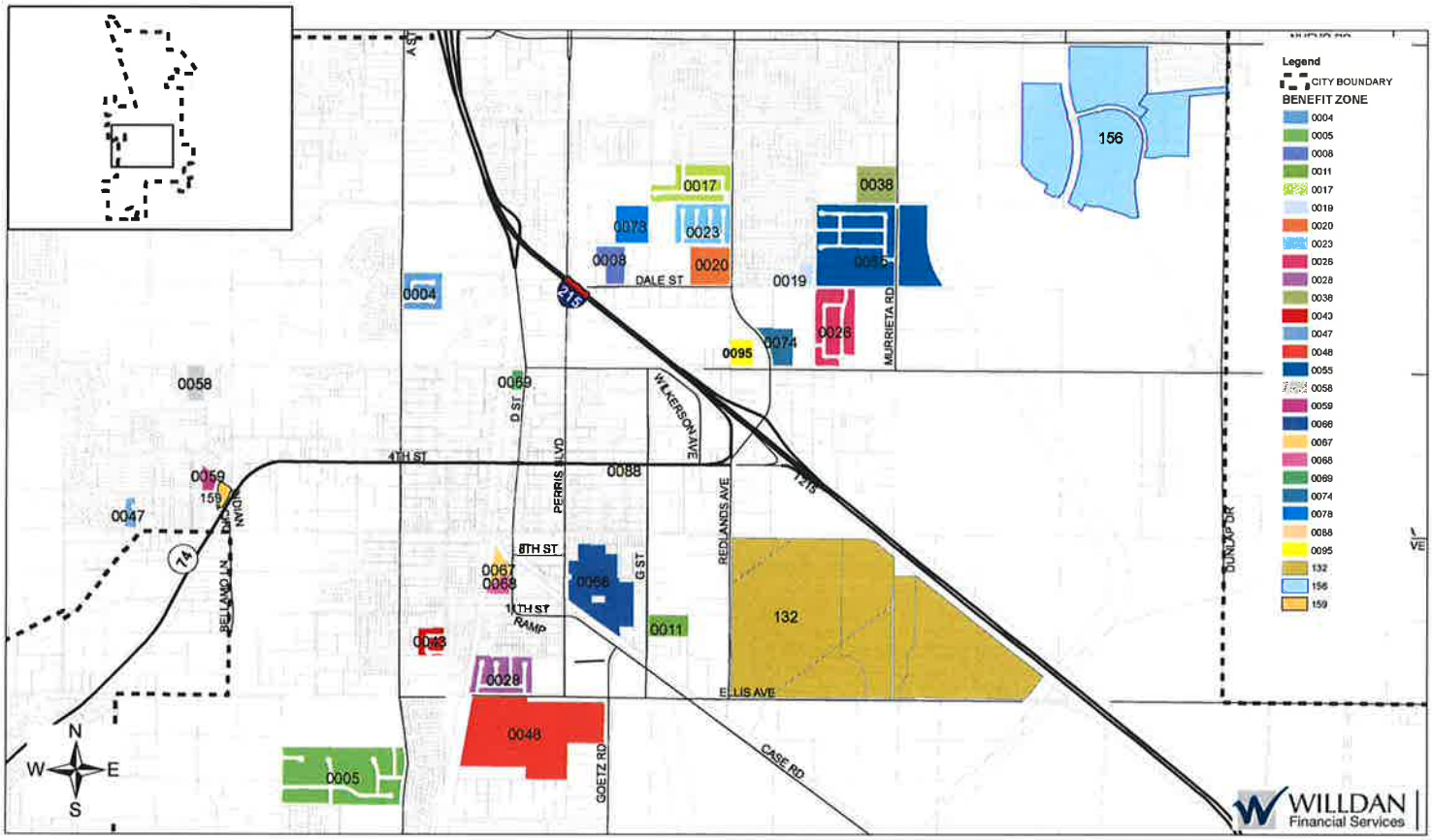


DIAGRAM OF
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2025/2026
SHEET 6 OF 7

VICINITY MAP

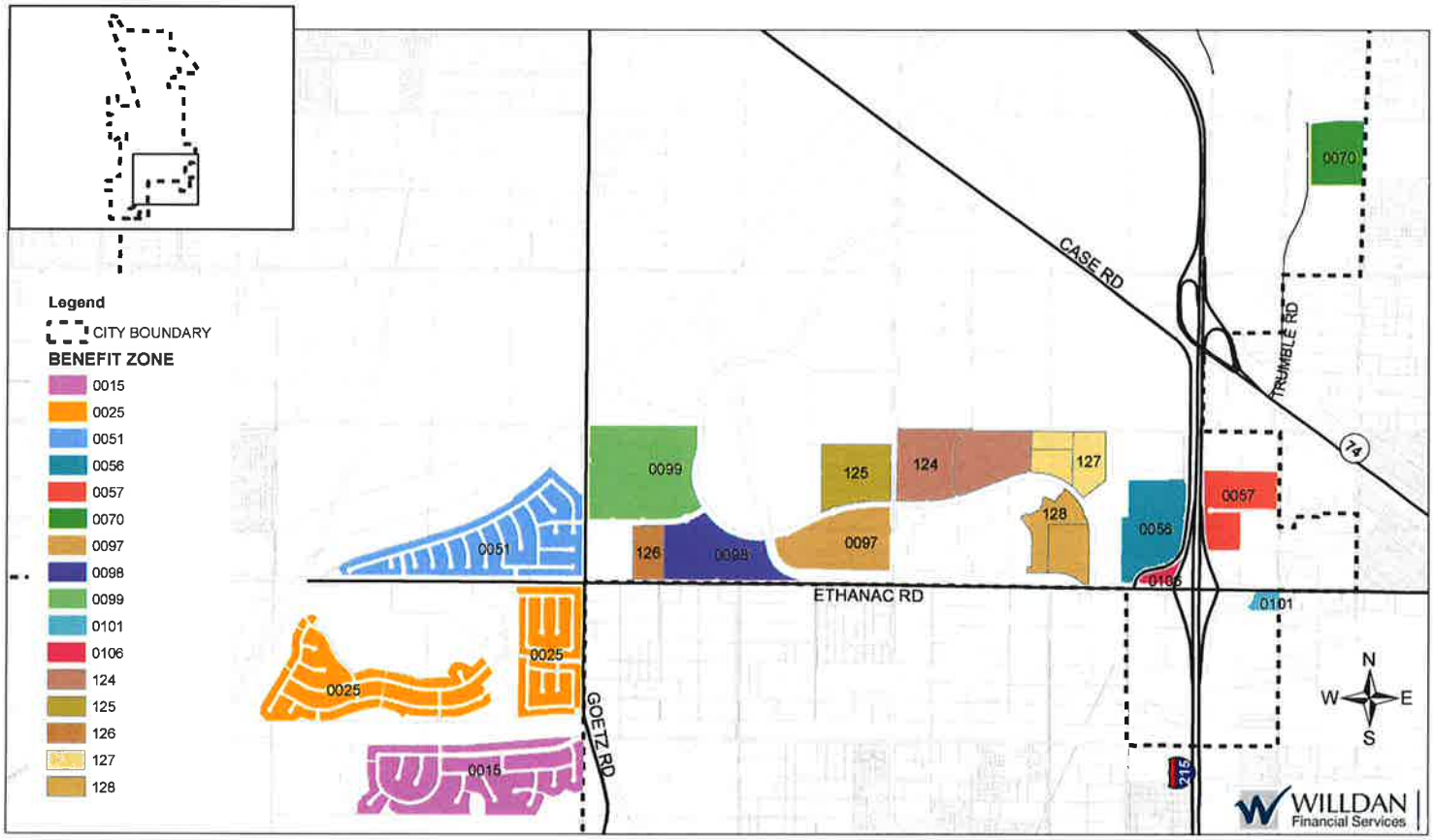


DIAGRAM OF
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2025/2026
INDEX SHEET
SHEET 7 OF 7

ZONE	DESCRIPTION	SHEET	Assessed (Y/N)
1	TT 19893	4	N
2	TT 20538	4	Y
3	TT 24499	3	N
4	TT 24715	5	N
5	TT 24809	5	Y
6	PM 27544	4	Y
7	PM 26618	3	N
8	DPR 98/84	5	N
9	DPR 99/0174	2	N
10	PUP 99/0079	2	N
11	CUP 99-0185	5	N
12	CUP 98-0081	2	N
13	DPR 97/0111	2	N
14A	TT 29654/29993/29994	3	Y
14B	TT 22831	3	Y
14C	TT 30380	3	Y
15	TT 28986	6	Y
16	TT 24111	4	Y
17	TT 30382	5	Y
18A	TT 30144	4	Y
18B	TT 31683	4	Y
19	TT 26386	5	Y
20	DPR 98/0071	5	N
21	TT 30751	4	Y
22	TT 30490	3	Y
22	TT 30518	3	Y
23	TT 31114	5	Y
24	TT 31241	3	Y
25	TT 30662/31654	6	Y
26	TT 31678	5	Y
27	TT 31226	4	Y
28	TT 31201	5	Y
29	TT 31178	3	Y
30	PENDING		
31	TT 29425	4	Y
32A	TT 30773	3	Y
32B	TT 31416	3	Y
33	DPR 01/0123	2	Y
34	TT 32262	3	Y
35A	TT 33227	3	N
35B	AMND TT 22832/22833	3	Y
36	TRIPLE CRN ELEMNTRY	4	Y
37	DPR 04/0343	2	Y
38	SKYVIEW ELEMNTRY	5	Y
39	DPR 05/0192	2	Y
40	TT 32793/33720	4	Y
41	PM 31832	2	Y
42	PM 31743	3	N
43	TT 32769	5	Y
44	TT 32707/32708	3	Y
45	TT 30780	3	Y
46	TT 32249	3	Y
47	TT 31912	5	N
48	CUP 06/0158	5	Y
49	TT 31660	4	Y
50	TT 32428	4	Y
51	TT 31926	6	Y
52	PM 35676	2	Y
53	TT 31650/32406	4	Y
54	TT 31651	4	N
55	TT 31240	5	N
56	PM 33266	6	Y
57	PM 34082	6	Y
58	TT 34073	5	Y
59	DPR 05/0279	5	Y
60	DPR 04/0314	4	Y
61	PM 34199	2	Y
62	PENDING		
63	PM 31677	2	Y
64	DPR 04/0464	3	Y
65	SUPERCEDED BY FC105		
66	TT 33549	5	N
67	DPR 10-03-0009	5	Y
68	DPR 10-03-0009	5	Y
69	DPR 07/0045	5	Y
70	AQUATICS CTR	6	Y
71	PM 33587	2	Y
72	SUPERCEDED BY FC87		
73	PM 34131	4	Y
74	CUP 12-04-0015	5	Y
75	LT 27&28, TT 24045-1	3	Y
76	SOUTHEAST HS	4	N
77	TR 30850	4	Y
78	DPR 12-05-0013	5	Y
79	SUPERCEDED BY FC84		
80	PM 36462, PARCEL 2	2	Y
81	PM 36469	3	Y
82	PM 36540	3	Y
83	CLEARWATER ELEMNTRY	4	Y
84	PM 36462, PARCEL 1	2	Y
85	DPR 07-09-0018	2	Y
86	PM 37043	3	Y
87	PM 36010	2	Y
88	CUP 15-05056	5	Y
89	CUP 14-09-0001	4	Y
90	DPR 05-0477	3	Y
91	PM 36726	2	Y
92	DPR 06-0140	2	Y
93	PM 36512/36582	2	Y
94	PM 36678	2	Y
95	CUP 16-05189	5	Y
96	PM 37055	2	Y
97	TM 36988	6	Y
98	TM 36989	6	Y
99	TM 37262	6	Y
100	DPR 16-00015	2	Y
101	CUP 16-05168	6	Y
102	DPR 06-0059	2	Y
103	PM 37187	2	Y
104	PM 35268	3	Y
105	DPR 06-0635	3	Y
106	PM 35762	6	Y
107	PENDING		N
108	DPR 16-00013	3	Y
109	NW PERRIS & RAMONA	2	Y
110	PR 17-05194	2	Y
111	PM 37304	2	Y
112	PM 37343	2	Y
113	TR 32497	4	Y
114	PM 36770	3	Y
115	PM 37278	2	Y
116	DPR 19-00003	2	Y
117	DPR 18-00006	2	Y
118	PM 37457	2	Y
119	PM 36648	3	Y
120	DPR 19-00007	3	Y
121	PM 37760	4	Y
122	DPR 07-00119	2	Y
123	DPR 18-00011	2	Y
124	TR 37223	6	N
125	TR 37722	6	Y
126	TR 37816	6	Y
127	TR 37817	6	N
128	TR 37818	6	N
129	DPR 20-00011	3	Y
130	DPR 16-00001 (667 Nance)	2	Y
131	CUP 09-01-0008	2	Y
132	PM 37988	5	Y
133	DPR 20-00017	2	Y
134	DPR 21-00001	3	Y
135	TR 36647	3	Y
136	DPR 21-00003	3	Y
137	DPR 19-00016	3	Y
138	TR 33338	4	Y
139	TR 31659	4	Y
140	TR 32401-1	4	Y
141	DPR 22-00003	2	Y
142	DPR 22-00010	2	Y
143	DPR 22-00020	2	N
144	DPR 21-00005	2	N
145	CUP 22-05055	4	Y
146	DPR 16-00012	2	Y
147	DPR 20-00014	3	Y
148	DPR 18-00001, 18-00007 & 21-00007	3	Y
149	PM 37437	3	Y
150	Tract 38071-1	3	Y
151	DPR 20-00019	2	Y
152	PM 37438	3	Y
153	DPR 21-00017	3	Y
154	Tract 37038	4	Y
155	DPR 21-00013	2	Y
156	TR 31157, 31157-1, 31157-2, 31157-3	5	Y
157	DPR 22-00011	2	Y
158	DPR 22-00008	3	Y
159	CUP 19-05295	5	Y
160	DPR 20-00020	3	N
161	DPR 15-00014	4	N

WILLDAN

CITY OF PERRIS 10.G.

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE:	April 14, 2026
SUBJECT:	Consideration to Approve IDI Logistics Request to Extend the Full Road Closure of Ellis Avenue between Case Road and Goetz Road to August 31, 2026.
REQUESTED ACTION:	That the City Council Approve IDI Logistics Request to Extend the Full Road Closure of Ellis Avenue between Case Road and Goetz Road to August 31, 2026.
CONTACT:	John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

On December 9, 2025, the City Council had approved the IDI Logistics request to extend the full road closure of Ellis Avenue between Case Road and Goetz Road to April 17, 2026, with a mandate that if the roadway is not open to full operation by that time, IDI Logistics will be subject to pay a $1,000.00/day penalty.

IDI Logistics are now informing us that the roadway opening will be delayed until August 31, 2026, due to design and construction coordination with numerous entities such as the Southern California Railroad Authority (SCRAA), California Public Utilities Commission (CPUC), Riverside County Transportation Commission (RCTC), Southern California Edison (SCE), Frontier and property owners.

IDI Logistics are actively coordinating and scheduling the construction activities and claim that the delays are beyond their control and they request that they will not be subject to the $1,000/day at this time.

Should the City Council approve extending the road closure period, the Engineering Department will extend the encroachment permit to August 31, 2026, with the set penalty stipulation of $1,000/day if the roadway is not open to full operation on September 1, 2026.

As a background, IDI Logistics is the developer of the industrial projects located at the northeast corner of Ellis Avenue and Redlands Avenue and at the southwest corner of Mapes Road and Goetz Road; these development applications/projects were approved in 2010. As part of the projects' Conditions of Approval, the Developer is required to construct and widen Ellis Avenue between Redlands Avenue and Goetz Road; including the intersection improvements at Ellis Avenue and Case Road.

As previously administered, IDI Logistics will notify the neighboring community by distributing flyers and by continuing to have the electronic notice boards identifying the detour and indicating the new timeline.

Staff recommends that City Council approve IDI Logistics request to extend the full road closure of Ellis Avenue between Case Road and Goetz Road to August 31, 2026.

BUDGET (or FISCAL) IMPACT:

There is no impact to the General Fund.

Prepared by: John Pourkazemi, City Engineer

REVIEWED BY:

Assistant City Manager UB
Assistant City Manager ER
Director of Finance _____

Attachments:

1. Vicinity map
2. Letter for Request for Extension

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

ATTACHMENT 1

VICINITY MAP

LEGEND

Closed Roadway

Open Roadway

ATTACHMENT 2

DEVELOPER'S REQUEST LETTER

IDI Logistics

April 2, 2026

John Pourkazemi
City Engineer
Email: jpourkazemi@cityofperris.org

Subject: Request to Extend Closure at Ellis & Case Intersection Until August 31, 2026

Dear Mr. Pourkazemi,

IDI Logistics continues to experience Force Majure unavoidable delays at the Case Rd / Ellis Ave intersection due to the SCE relocation work. There are several concurrent delays by various agencies, with SCE causing the main delay. Major impacts include the following:

1. **Underground Relocation of SCE infrastructure and removal of existing OH lines**
   Current / Ongoing Delays:
   - Since mid-2025, SCE has been determining the required private easements. We anticipated receiving these in Oct. 2025, yet the first "partial package" was provided on 03/16/2026, with more easements expected.
   - The initial round of required easements resulted in a design change on private property. We are negotiating between all parties to expedite an acceptable solution.
   - SCE requires the City to accept existing recorded offers of dedication along Ellis Ave. and the City is currently working to accept these offers.

2. **Permits**
   SCE and Frontier have applied for SCRRA Right-of-Entry (ROE) permits and are working to address SCRRA's comments. Additionally, their crews must receive the required rail safety training to work within SCRRA's right-of-way.

   Potential Future Delays:
   - If Frontier and SCE cannot timely obtain the SCRRA ROE permit, or are unable to provide the safety training, the installation of new lines and abandonment will be delayed.

3. **Collaboration between agencies and stakeholders: SCRRA, CPUC, RCTC, the City of Perris, SCE, Frontier, and Private Property Owners**
   Potential Future Delays:
   - The CPUC requires multiple inspections and approvals. If we don't receive prompt approvals, then the opening will be delayed.
   - The inability by any stakeholder to perform its assigned task will result in delays.

To mitigate the overall delay timeline, IDI has taken the following proactive actions:

- Directed the contractor to proceed at-risk, prior to confirmation of easements from SCE.
- Requested the traffic signal contractor, and SCRRA's railroad signal contractor to test all devices with temporary power, allowing us to receive agency approvals prior to SCE relocations.
- Requested the CPUC to explore interim inspections and approvals. This might allow CPUC to grant permission to open the road while the final reviews are being conducted.

IDI Logistics

As shown in the attached "risk-loaded" schedule and based on the Force Majure unavoidable delays, IDI Logistics respectfully requests an extension of the Case Road / Ellis Ave. intersection closure until August 31, 2026. Our construction team will continue to expedite operations to open as soon as we receive permission from the relevant agencies.

Sincerely,

Brian Caris, IDI Logistics
Vice President, Head of West Region Construction
840 Apollo Street, Suite 343
El Segundo, CA 90245
C 760.567.0266
brian.caris@idilogistics.com

CITY OF PERRIS

10.H.

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: April 14, 2026

SUBJECT: Consideration to Approve Richmond American Homes Request for Full Road Closure of Murrieta Road between Green Valley Parkway and Case Road

REQUESTED ACTION: That the City Council Approve Richmond American Homes Request for Full Road Closure of Murrieta Road between Green Valley Parkway and Case Road

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

On March 3, 2026, the Engineering Department received a request from Richmond American Homes for a full road closure of Murrieta Road between Green Valley Parkway and Case Road. As part of the development of Tract No. 37722, Richmond American Homes is required to construct Murrieta Road between Green Valley Parkway and Watson Road however, the closure would prolong to Case Road.

This work entails complete removal and reconstruction of Murrieta Road in the said segment by raising the elevation of the roadway (by approximately 4 feet), widening of the roadway and installation of water and recycled water main facilities.

The proposed road closure is anticipated to begin April 20, 2026 and finish by August 24, 2026.

The Engineering Department has reviewed the extent of the work and has deemed the closure necessary for safety purposes and to negate traffic impact. Access will be provided with a detour during the road closure to all traffic.

The surrounding businesses and neighborhoods have been notified with flyers and CMS boards have been installed to inform motorists in the surrounding area of the upcoming roadway closure.

BUDGET (or FISCAL) IMPACT:

There is no impact to the General Fund.

Prepared by: Alondra Pelayo, Administrative Technician I, Engineering Department

REVIEWED BY:

Assistant City Manager: CMB
Assistant City Manager: ER
Director of Finance: [signature]

Attachments:

1. Vicinity Map
2. Traffic Control Plan

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

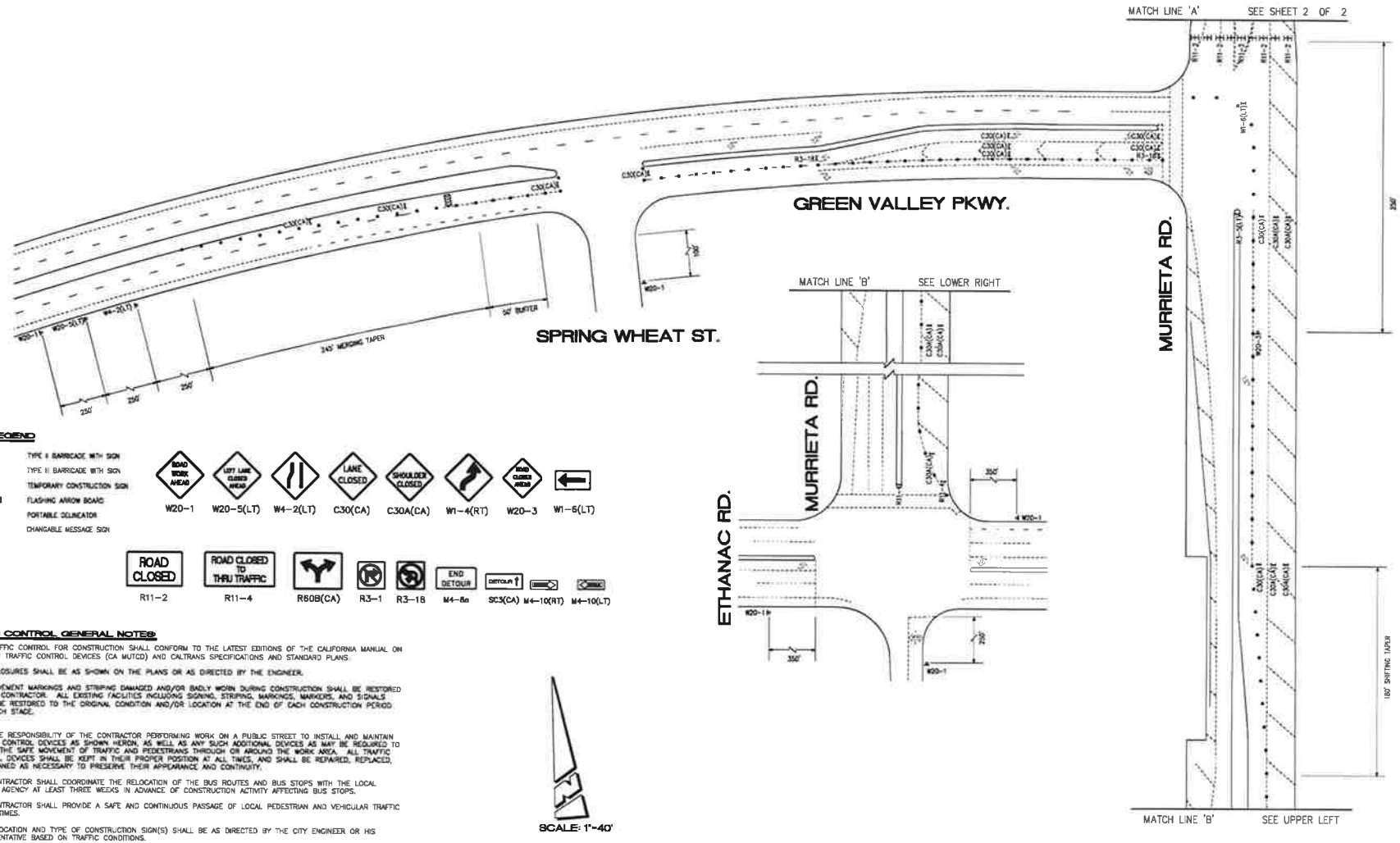
ATTACHMENT 1

VICINITY MAP

PERRIS
N
LEGEND
OPEN ROADWAY
CLOSED ROADWAY
Skydive Perris
CASE ROAD
GOETZ ROAD
MURRIETA ROAD
GREEN VALLEY PARKWAY
ETHANAC ROAD
WinCo Foods

ATTACHMENT 2

TRAFFIC CONTROL PLAN



LEGEND

- TYPE II BARRICADE WITH SIGN
- TYPE III BARRICADE WITH SIGN
- TEMPORARY CONSTRUCTION SIGN
- FLASHING ARROW BOARD
- PORTABLE DELINEATOR
- CHANGABLE MESSAGE SIGN

SCALE: 1"=40'

TRAFFIC CONTROL GENERAL NOTES:

1. ALL TRAFFIC CONTROL FOR CONSTRUCTION SHALL CONFORM TO THE LATEST EDITIONS OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) AND CALTRANS SPECIFICATIONS AND STANDARD PLANS.
2. LANE CLOSURES SHALL BE AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
3. ANY PAVEMENT MARKINGS AND STRIPING DAMAGED AND/OR BADLY WORN DURING CONSTRUCTION SHALL BE RESTORED BY THE CONTRACTOR. ALL EXISTING FACILITIES INCLUDING SIGNING, STRIPING, MARKINGS, MARKERS, AND SIGNALS SHALL BE RESTORED TO THE ORIGINAL CONDITION AND/OR LOCATION AT THE END OF EACH CONSTRUCTION PERIOD FOR EACH STAGE.
4. IT IS THE RESPONSIBILITY OF THE CONTRACTOR PERFORMING WORK ON A PUBLIC STREET TO INSTALL AND MAINTAIN TRAFFIC CONTROL DEVICES AS SHOWN HEREON, AS WELL AS ANY SUCH ADDITIONAL DEVICES AS MAY BE REQUIRED TO INSURE THE SAFE MOVEMENT OF TRAFFIC AND PEDESTRIANS THROUGH OR AROUND THE WORK AREA. ALL TRAFFIC CONTROL DEVICES SHALL BE KEPT IN THEIR PROPER POSITION AT ALL TIMES, AND SHALL BE REPAIRED, REPLACED, OR CLEANED AS NECESSARY TO PRESERVE THEIR APPEARANCE AND CONTINUITY.
5. THE CONTRACTOR SHALL COORDINATE THE RELOCATION OF THE BUS ROUTES AND BUS STOPS WITH THE LOCAL TRANSIT AGENCY AT LEAST THREE WEEKS IN ADVANCE OF CONSTRUCTION ACTIVITY AFFECTING BUS STOPS.
6. THE CONTRACTOR SHALL PROVIDE A SAFE AND CONTINUOUS PASSAGE OF LOCAL PEDESTRIAN AND VEHICULAR TRAFFIC AT ALL TIMES.
7. EXACT LOCATION AND TYPE OF CONSTRUCTION SIGN(S) SHALL BE AS DIRECTED BY THE CITY ENGINEER OR HIS REPRESENTATIVE BASED ON TRAFFIC CONDITIONS.
8. TRAFFIC CONES FOR NIGHTTIME USE SHALL BE INTERNALLY ILLUMINATED OR BE PROVIDED WITH 13" REFLECTIVE SILVER SLEEVES.
9. WHERE PRACTICAL, THE CONTRACTOR SHALL REMOVE ALL TRAFFIC CONTROL AND TEMPORARY SIGNING UPON COMPLETION OF DAILY CONSTRUCTION, AND RESTORE SIGNING AND STRIPING TO CONDITIONS SHOWN AS EXISTING.
10. THESE TRAFFIC CONTROL PLANS SHOW TRAFFIC CONTROL DEVICES FOR LONG TERM TRAFFIC CONTROL FOR CONSTRUCTION LIMITS SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONFORM TO SHORT TERM TRAFFIC CONTROL REQUIREMENTS IN ACCORDANCE WITH THE CA MUTCD. SHORT TERM TRAFFIC CONTROL AND CHANGES TO THESE PLANS DURING CONSTRUCTION SHALL BE APPROVED BY THE CITY ENGINEER OR THEIR REPRESENTATIVE.
11. STEEL PLATES OR A MINIMUM OF 4:1 SLOPE SHALL BE MAINTAINED FOR OPEN EXCAVATIONS DURING NON-WORKING HOURS. "STEEL PLATES AHEAD" SIGNS SHALL BE PROVIDED AT ALL TIMES.
12. CONTRACTOR SHALL MAINTAIN ROADWAY SURFACE IN OPERABLE DRIVING CONDITION AT ALL TIMES. TEMPORARY A.C. PAVEMENT MAY BE REQUIRED IN ORDER TO MAINTAIN TEMPORARY LANES IN ACCEPTABLE CONDITION.
13. TYPE II BARRICADE MOUNTED FLASHING YELLOW LIGHTS SHALL BE PLACED ON TYPE II BARRICADES AT 200' SPACING OR AS DIRECTED BY THE ENGINEER DURING NON-DAYLIGHT HOURS.
14. CONTRACTOR SHALL REMOVE OR COVER ALL CONFLICTING SIGNS.
15. CONTRACTOR SHALL BLACK-OUT ALL CONFLICTING STRIPING.

STAMP

PREPARED BY: RBI TRAFFIC
RBI Traffic, Inc.
1515 Garretson Ave.
Corona, CA 92879
(951) 264-1963

UNDER THE SUPERVISION OF:
William J. Beardsley, III T.E. #1784 3/13/25
Date

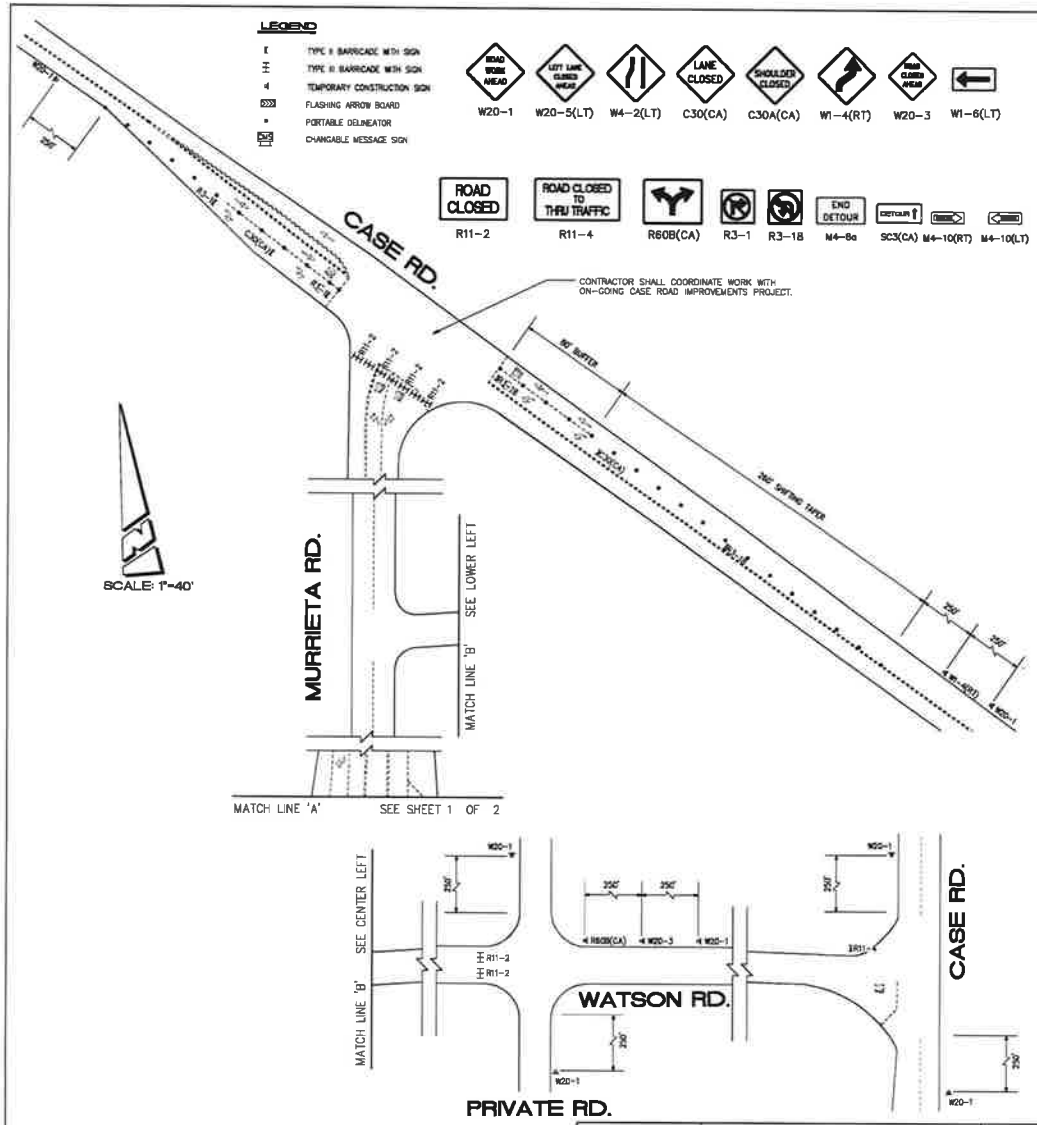
Revision		
NO.	DESCRIPTION	DATE

CITY OF PERRIS

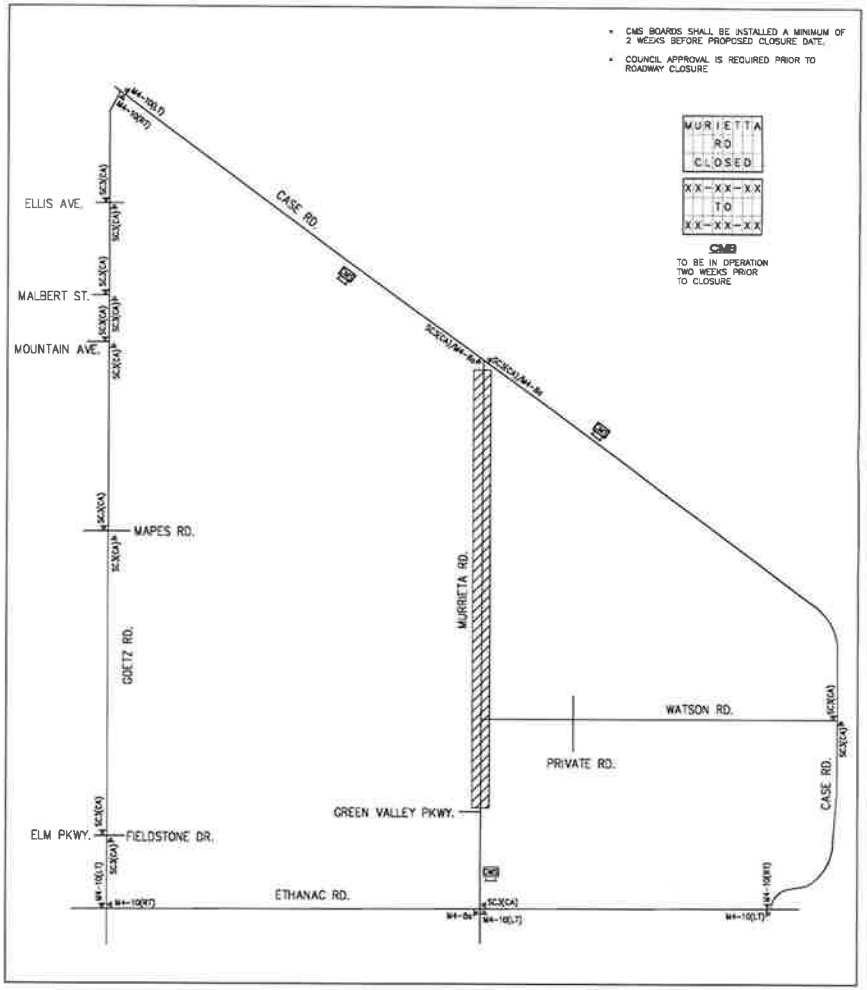
PROJECT NAME AND LIMITS
Traffic Control Plan
Murrieta Road Closure

DESIGN: JRL
DRAFT: JRL
CHECK: WJB

SCALE 1" = 40'
PLAN NO.
SHEET 1 OF 2



DETOUR ROUTE



STAMP	PREPARED BY: RBI TRAFFIC RBI Traffic, Inc. 1515 Garretson Ave. Corona, CA 92879 (951) 264-1963 UNDER THE SUPERVISION OF: William J. Beardsley, III T.E. #1784 3/13/25 Date	Revision NO. / DESCRIPTION / DATE
		CITY OF PERRIS PROJECT NAME AND LIMITS Traffic Control Plan Murrieta Road Closure
		DESIGN: JRL DRAFT: JRL CHECK: WJB
		SCALE 1" = 40' / PLAN NO. / SHEET 2 OF 2

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

10.I.

MEETING DATE: April 14, 2026

SUBJECT: Consideration to Consent to Assignment and Assumption Agreement by and 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).

REQUESTED ACTION: That the City Council:

1) Consent to Assignment and Assumption of Agreement by and 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); and
2) Authorize the City Manager to execute the Assignment and Assumption Agreement and all necessary documents, approved as to form by City Attorney.

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

The Ethanac Road Bridge is a component of the Ethanac Expressway Corridor Plan, a key regional transportation project spanning between I-15, I-215, and SR-74.

The City of Perris is the lead agency for the construction of the Ethanac Road Bridge over the San Jacinto River and Roadway Extension, CIP S139 (Project). The Project, currently under construction is comprised of a 450-foot-long bridge consisting of four lanes (2 lanes in each direction), bicycle lanes, and roadway extension west of the bridge.

On October 14, 2025, the City of Perris entered into a Professional Service Agreement with Vandermost Consulting Services, Inc. to provide the City with specialized biological, noise monitoring, and overall environmental support services during the construction of the Project. Subsequently, on January 6, 2026, notified the City that they had been acquired by ALL4 LLC, an international environmental firm. ALL4 LLC specializes in air quality, chemical reporting and management, digital solutions, sustainability, investigation and remediation, occupational health and safety, waste management, and water quality. As requested by the City, the same staff members who were assigned to the Project by Vandermost Consulting Services, Inc. will remain; but under ALL4 LLC.

As a part of ALL4 LLC contract assumption, ALL4 LLC will continue to provide the same environmental services that was provided by Vandermost Consulting Services, Inc..

Staff recommends that the City Council 1) Consent to Assignment and Assumption of Agreement by and 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); and 2) Authorize the City Manager to execute the Assignment and Assumption Agreement and all necessary documents, approved as to form by City Attorney.

BUDGET (or FISCAL) IMPACT:

There is no impact to the general fund. Assignment and Assumption Agreement is encumbered under CIP S139.

Prepared by: Brad Brophy, Assistant City Engineer

REVIEWED BY:

Assistant City Manager: _____
Assistant City Manager: _____
Director of Finance: _____

Attachments:

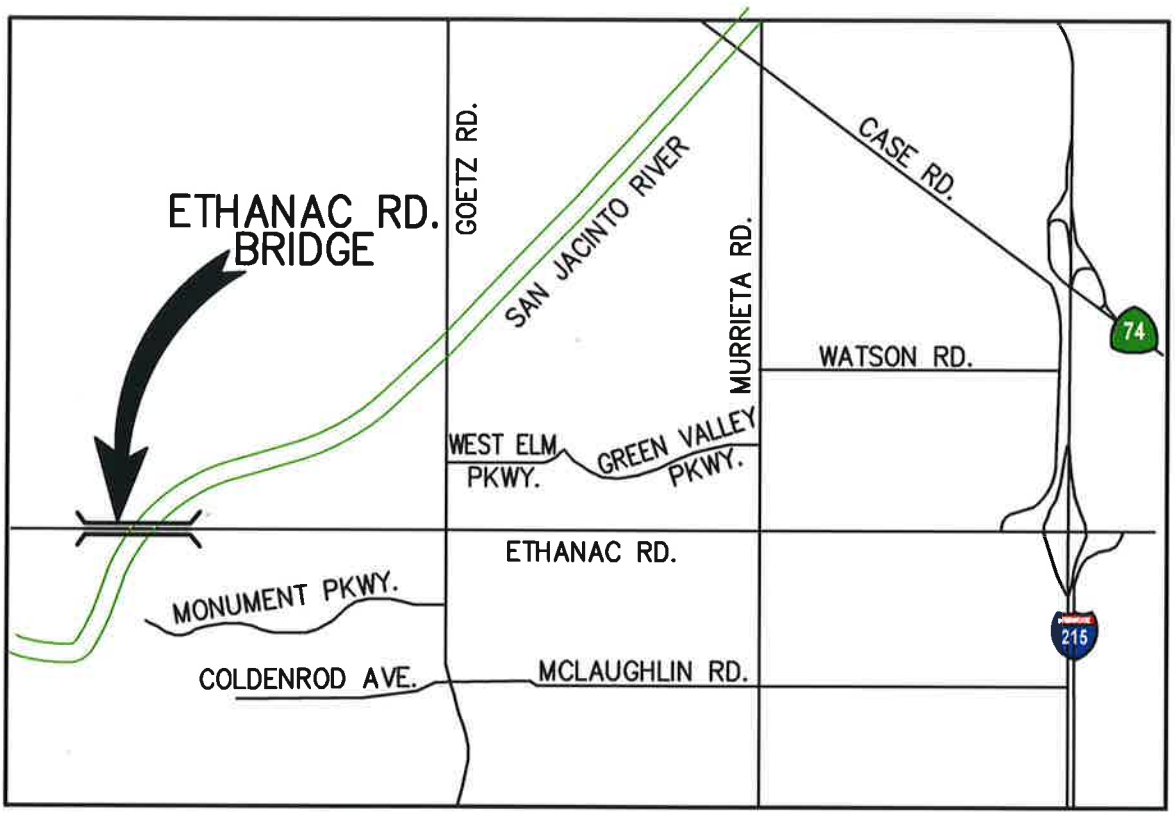
1. Vicinity Map
2. Assignment and Assumption Agreement by and between Vandermost Consulting Services, Inc. and ALL 4 LLC
3. Fully Executed PSA between the City of Perris and Vandermost Consulting Services, Inc.

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

ATTACHMENT 1

VICINITY MAP

ETHANAC ROAD BRIDGE OVER SAN JACINTO RIVER



VICINITY MAP

NTS

ATTACHMENT 2

ASSIGNMENT AND ASSUMPTION AGREEMENT
BY AND BETWEEN
VANDERMOST CONSULTING SERVICES, INC. AND
ALL4 LLC

Docusign Envelope ID: 5274B5FF-09BA-4B15-9B62-DCD624276ADE

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("**Assignment and Assumption**") is entered into and effective the 10.00 day of March, 2026 ("**Effective Date**"), by and between VANDERMOST CONSULTING SERVICES, INC., a California corporation ("**Assignor**"), and ALL4 LLC, a Delaware limited liability company ("**Assignee**"). The parties shall be collectively referred to hereinafter as the "**Parties**" or individually as a "**Party**."

RECITALS

WHEREAS, the City of Perris, a California municipal corporation ("City") and Assignor entered into that certain Agreement for Professional Services, dated October 14, 2025 ("**Agreement**"), pursuant to which City and Assignor agreed that Assignor would perform construction monitoring work.

WHEREAS, due to Assignee's acquisition of Assignor on or about January 10, 2026, Assignor desires to convey, assign and transfer the Agreement to Assignee, and Assignee desires to assume the Agreement and all rights and obligations thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

Section 1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Assignment and Assumption by this reference, as though set forth in full herein.

Section 2. ASSIGNMENT

As of the Effective Date, Assignor does hereby transfer and assign unto Assignee all of Assignor's rights and obligations under the Agreement. As of the Effective Date, Assignor shall have no further right or liability under the Agreement except to the extent Assignor may have violated any terms or conditions of the Agreement prior to the Effective Date. If any such circumstances exist, Assignor shall not be released from corresponding liabilities and the City retains all rights and remedies, both at law and in equity, to pursue such rights and remedies against Assignor.

Section 3. ASSUMPTION

Assignee hereby assumes all of Assignors interests, rights and obligations under the Agreement and agrees to perform all of the obligations contained in the Agreement, as of the Effective Date.

Docusign Envelope ID: 5274B5FF-09BA-4B15-9B62-DCD624276ADE

Section 4. CONTINUED EFFECTIVENESS

All terms, conditions and covenants under the Agreement shall remain in effect with respect to Assignee, subject to any subsequent amendments which may be approved by the City and Assignee, as appropriate.

Section 5. NOTICE

a. Any notice to be provided pursuant to this Assignment and Assumption shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the City:
City of Perris
101 N. D Street
Perris, CA 92570
Attn: John Pourkazemi, P.E., City Engineer
Email: jpourkazemi@cityofperris.org

To Assignor:
Vandermost Consulting Services, Inc.
30900 Rancho Viejo Rd., #100
San Juan Capistrano, CA 92675
Attn: Julie Beeman
Email: JBeeman@All4inc.com

To Assignee:
ALL4 LLC
2393 Kimberton Rd.
Kimberton, PA 19442
Attn: Drue Pounds, Chief Executive Officer
Email: DPounds@All4inc.com

b. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

Section 6. SUCCESSORS AND ASSIGNS

This Assignment and Assumption shall be binding on Assignor and Assignee and their respective successors and assigns.

Section 7. MODIFICATIONS AND AMENDMENTS

This Assignment and Assumption may be modified or amended only by a written document executed by both Parties provided that the City gives its written consent thereto.

Docusign Envelope ID: 5274B5FF-09BA-4B15-9B62-DCD624276ADE

Section 8. GOVERNING LAW AND VENUE

The laws of the State of California shall govern this Assignment and Assumption and all matters relating to it and any action brought relating to this Assignment and Assumption shall be held exclusively in a state court in the County of Riverside.

Section 9. SEVERABILITY

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Assignment and Assumption shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Assignment and Assumption which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Assignment and Assumption meaningless.

Section 10. COUNTERPARTS

This Assignment and Assumption may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Assignment and Assumption.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Docusign Envelope ID: 5274B5FF-09BA-4B15-9B62-DCD624276ADE

IN WITNESS WHEREOF, the Parties have executed this Assignment and Assumption as of the date first written above.

ASSIGNOR:

Vandermost Consulting Services, Inc.,
a California corporation

Signed by:
By: JULIE BEEMAN
4E9BABBCB7F34A8...
Name: Julie Beeman
Title: President

Signed by:
By: JULIE BEEMAN
4E9BABBCB7F34A8...
Name: Julie Beeman
Title: Secretary

ASSIGNEE:

ALL4 LLC, a Delaware limited liability company

Signed by:
By: Drue Pounds
8318B8FA55EB448...
Name: Drue Pounds
Title: CFO

By: _____
Name:
Title:

CONSENT TO ASSIGNMENT AND ASSUMPTION:

City of Perris, a municipal corporation

_____
Clara Miramontes, City Manager

ATTEST:

_____
Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks; rjl]

ATTACHMENT 3

ORIGINAL CONTRACT AGREEMENT WITH
VANDERMOST CONSULTING SERVICES, INC.

BATCH: BPOVCS
PO #281580

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF PERRIS AND VANDERMOST CONSULTING SERVICES, INC.

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") is made and entered into this 14th day of October, 2025 by and between CITY OF PERRIS, a California municipal corporation ("**City**") and VANDERMOST CONSULTING SERVICES, INC., a California corporation ("**Consultant**"). City and Consultant may be referred to individually as "**Party**" or collectively as "**Parties**."

RECITALS

A. Pursuant to the Perris Municipal Code, City has the authority to enter into and execute this Agreement.

B. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which may be referred to herein as the "**services**" or "**work**" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants: a) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; b) all materials used for services will be both of good quality as well as fit for the purpose intended; and, c) Consultant shall follow the highest professional standards and practices in performing the services required hereunder.

1.2 Consultant's Proposal. The Scope of Services shall include the scope of services or work included in Consultant's proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant's proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered.

City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Additional Services and Compensation. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes to the work by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order, consistent with both Section 9.4 as well as the Perris Municipal Code ("**PMC**"), is first given by City to Consultant, incorporating therein any adjustment in the Contract Sum for the actual costs of the extra work and/or the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in the Contract Sum of up to ten percent (10%) of the Contract Sum or $40,000, whichever is less, may be approved by the City Manager pursuant to Section 9.4. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other consultants.

1.6 Familiarity with Work. By executing this Agreement, Consultant represents and warrants Consultant: a) has thoroughly investigated and considered services to be performed, b) has carefully considered how services should be performed, and c) fully understands the facilities, difficulties and restrictions attending performance of services under this Agreement.

1.7 Software and Computer Services. If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it is familiar with and/or has inspected City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of City. Consultant acknowledges that City is relying on this representation by Consultant as a material consideration in entering into this Agreement.

1.8 Prevailing Wages. If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is $1,000 or more,

Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

1.9 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Contract Sum. Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Two Hundred Eighty-Three Thousand Seven Hundred Eighty-One Dollars ($283,781.00) ("**Contract Sum**"), unless additional compensation is approved pursuant to Section 1.5. Compensation may include reimbursement, for actual and necessary expenditures, if both specified in the Schedule of Compensation, as well as approved by City in advance. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

2.2 Invoices. Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall

be no later than May 19, 2027 ("**Term**").

3.3 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference. Such time period(s) may be increased by the Contract Officer, provided that such increases shall not serve to extend the Term.

3.4 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify City in writing of the causes of the delay. City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

ARTICLE 4. COORDINATION OF WORK

4.1 Representative of Consultant. The representative of Consultant is Julie Beeman, President, 949.289.3624, JBeeman@vcsenvironmental.com, who is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 Contract Officer for City. The Contract Officer for City is John Pourkazemi, P.E., City Engineer, 951-956-2120, JPourkazemi@cityofperris.org_(or such person as may be designated by the City Manager). The Contract Officer shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.

4.3 Approvals from City. City approvals or actions, pursuant to the authority of this Agreement, are to be made (unless otherwise specified) either by the City Manager or by their delegate as provided for in writing.

4.4 Independent Contractor. Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers,

employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer, employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

4.5 Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Consultant shall not contract with any other entity to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Consultant, or any surety or insured of Consultant, of any liability hereunder without express written consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts below, issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by City, which shall cover all elected and appointed officers, employees and agents of City. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

(a) **Commercial General Liability Insurance.** A policy of commercial general liability insurance, with coverage at least as broad as Insurance Services Office ("**ISO**") form CG 00 01, written on a per occurrence basis for bodily injury, personal injury and property damage. Defense costs must be paid in addition to limits. Coverage for an additional insured shall not be limited to its vicarious liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Limits shall be no less than $1,000,000 per occurrence for all covered losses and no less than $2,000,000 general aggregate.

(b) **Worker's Compensation Insurance.** A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) **Automobile Liability.** A policy of comprehensive automobile liability insurance, at least as broad as ISO form CA 00 01, written on a per occurrence basis covering bodily injury and property damage in an amount not less than $1,000,000 combined single limit for each accident. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) **Professional Liability.** Professional liability insurance appropriate to Consultant's profession. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least five (5) consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of City submit written evidence of this continuous coverage. Limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate.

(e) **Cyber Liability.** Reserved.

(f) **Excess Liability Insurance.** Excess liability insurance may be used to satisfy the obligations herein. If excess liability insurance is used then the policy shall meet all the requirements herein and be at least as broad as the primary coverages set forth herein. Such policy shall: 1) include a drop down feature requiring the policy to respond if primary insurance that

would otherwise have applied proves to be uncollectible in whole or in part for any reason; 2) be payable on behalf of wording as opposed to reimbursement; 3) have concurrency of effective dates with primary policies; 4) "follow form" to the underlying primary policies; and, 5) provide insureds, under primary policies required herein, shall be insureds under the excess liability policy.

(g) Subcontractors. In the event Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, Consultant shall either: 1) include each subcontractor as insureds under its policies of insurance required herein; or, 2) Consultant shall furnish to City all documentation, required in Article 5 for Consultant, for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

5.2 General Insurance Requirements.

(a) Proof of Insurance, Enforcement and Notice. No work or services under this Agreement shall commence until both Consultant has provided City with insurance certificates, endorsement forms and appropriate insurance binders evidencing the above insurance coverages, as well as said documentation is approved by City. City reserves the right to inspect complete, certified copies of, and endorsements to, all required insurance policies, at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City. In the event any insurance policy required under this Agreement is cancelled or amended (and the insurance policy is not replaced pursuant to subsection (b) below), or does not comply with Article 5, then: 1) City has the right but not the duty to obtain insurance required herein and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments; or, 2) City, notwithstanding any other provisions of this Agreement, may immediately terminate this Agreement. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required insurance policies.

(b) Cancellation/Amendment. All of herein required policies of insurance shall provide the insurance may not be amended or cancelled by insurer or any Party hereto without providing thirty (30) calendar days prior written notice (with exception of ten (10) calendar days prior written notice for nonpayment) to City. In the event any of said policies of insurance are amended or cancelled, Consultant shall, five (5) business days prior to the cancellation date, submit new evidence of insurance in conformance with this Agreement to City.

(c) Additional Insureds. The commercial general liability policy provided for in Section 5.1(a) and the automobile liability policy provided for in Section 5.1(c) both shall name City and its elected and appointed officers, employees and agents ("**City Parties**") as additional insureds and such coverage shall contain no special limitations on the scope of protection afforded to City and City Parties. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and policies of insurance shall not contain any cross-liability exclusions.

(d) Primary, Subrogation, Contribution and Coverage. All of the above policies of insurance shall be primary insurance. The insurers for the above policies, Consultant and any subcontractors are all deemed hereof to waive all rights of subrogation and contribution

they may have against City or City Parties, and their respective insurers, and all insurance policies required herein shall be endorsed to waive such rights. Any insurance maintained by City or City Parties will apply in excess of, and not contribute with, Consultant's insurance. If Consultant maintains broader coverage and/or higher limits than the minimum amounts provided herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City and City Parties. None of the coverages required herein will be in compliance with this Agreement if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing. Requirements of specific coverage features or limits contained herein are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(e) Limitations, Self- Insured Retention and Deductibles. Consultant agrees that requirements of Article 5 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible nor shall it limit Consultant's indemnification liabilities as provided in Section 5.3. All insurance policies must specify that where the primary insured does not satisfy any self-insured retention, any additional insured may satisfy the self-insured retention. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City Parties, or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, attorneys' fees, defense expenses and claims.

5.3 Indemnification.

(a) General Obligations. Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

(b) **Further Provisions.** The indemnity obligation herein shall be binding on successors, assigns and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.3(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City's sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence or willful misconduct of City, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorneys' fees, expert fees and costs of litigation.

(c) **Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder ("**books and records**") as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Ownership of Documents. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other

materials ("**documents and materials**") prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for City.

6.3 Confidentiality and Release of Information. All information gained or work product produced by Consultant in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Riverside, State of California.

7.2 **Suspension, or Termination, Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days' notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

7.3 **Default of Consultant and Opportunity to Cure.** In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

7.4 **Termination for Default of Consultant.** If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed by City therefor.

7.5 **Retention of Funds.** Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without

liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.6 Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

7.7 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.8 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

7.9 Attorneys' Fees. If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices. Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of City addressed to the Contract Officer at City of Perris, 101 N. "D" Street, Perris, CA 92570, and in the case of Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement, headings used, or any other rule of construction which might otherwise apply.

9.3 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument, whether the signatures are originals, electronic, or digital.

9.4 Integration; Amendment. This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by City, provided that City's approval thereof shall only be valid if made in a manner consistent with the PMC.

9.5 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 No Undue Influence. Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to remedies in Section 7.4 and any and all remedies at law or equity.

9.7 Corporate Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY:
CITY OF PERRIS, a California municipal corporation

Clara Miramontes
City Manager

ATTEST:

Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[pks; rjl]

CONSULTANT:
VANDERMOST CONSULTING SERVICES, INC., a California corporation

By: _____
Name: Julie Beeman, President

By: _____
Name: Julie Beeman, Secretary

Address: 30900 Rancho Viejo Rd., #100
San Juan Capistrano, CA 92675

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT A
SCOPE OF SERVICES

I. Consultant will perform services described and detailed below.

Construction Monitoring

A. Biological/Noise Monitoring during Earth Disturbance (assumes 60 days of monitoring at 8 hours per day).	**$114,960.00**
B. Biological/Noise Monitoring during Construction (assumes one visit per week for 4 hours over 85 weeks)	**$81,430.00**
C. Preconstruction meeting, Cultural Monitoring during Earth Disturbance (assumes 60 days of monitoring at 10 hours per day), negative findings report, and project management)	**$77,276.00**
D. General and Team Coordination (assumes 38 hours)	**$10,115.00**
Total:	**$283,781.00**

II. All work product is subject to review and acceptance by City, and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

EXHIBIT B
SPECIAL REQUIREMENTS
(Superseding Agreement Boilerplate)

NOT APPLICABLE

EXHIBIT C

SCHEDULE OF COMPENSATION

I. **Consultant will be compensated for Services provided under this Agreement in accordance with the schedule detailed below.**

Construction Monitoring

A. Biological/Noise Monitoring during Earth Disturbance (assumes 60 days of monitoring at 8 hours per day).	**$114,960.00**
B. Biological/Noise Monitoring during Construction (assumes one visit per week for 4 hours over 85 weeks)	**$81,430.00**
C. Preconstruction meeting, Cultural Monitoring during Earth Disturbance (assumes 60 days of monitoring at 10 hours per day), negative findings report, and project management)	**$77,276.00**
D. General and Team Coordination (assumes 38 hours)	**$10,115.00**
Total:	**$283,781.00**

II. **City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.2.**

III. **The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

2025-2026 Fee Schedule

Job Title	Hourly Rate
CEO	$400/hour
President	$350/hour
Vice President	$305/hour
Directors	$285/hour
Assistant Directors	$267/hour
Senior Project Manager III	$255/hour
Senior Project Manager II	$250/hour
Senior Project Manager I	$242/hour
Project Manager III	$239/hour
Project Manager II	$231/hour
Project Manager I	$222/hour
Assistant Project Manager	$212/hour
Project Coordinator	$199/hour
Biologist	$175/hour
Senior Archaeologist/Paleontologist	$215/hour
Production Coordinator	$145/hour
Office Assistant	$130/hour
Field Assistant	$130/hour
Senior Cultural Field Monitor	$122/hour
Cultural Field Monitor	$113/hour

The VCS project manager reserves the right to make adjustments to staff allocations as necessary within the overall budget.

REIMBURSABLE EXPENSES. Expenses incurred directly for the Client's project will be billed at the actual cost and are not included in the original contract amount. Expenses include, but are not limited to, reprographics, Federal Express, necessary transportation costs including mileage by automobile at the 2025 IRS reimbursement rate ($0.70/per mile), toll road fees, meals and lodging, computer software and services and photocopying.

EQUIPMENT CHARGES.
Small Unmanned Aircraft System (Drone) $325 per day | Field Survey Computer Software $350 per project Submeter GNSS Surveying Device $40 per day

EXHIBIT D
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule described in Consultant's Proposal and as described below:

All construction monitoring work to be completed by May 19, 2027

CITY OF PERRIS

12.A

CITY COUNCIL
AGENDA SUBMITTAL

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: