

Recording requested by and when recorded mail to:

PERRIS UNION HIGH SCHOOL DISTRICT  
Attn: Superintendent  
155 East 4th Street  
Perris, CA 92570

This document is exempt from payment of a recording fee  
Pursuant to Government Code section 6103.

Space above this line for recorder's use

## **SCHOOL FACILITIES FUNDING AND MITIGATION AGREEMENT**

### **PERRIS UNION HIGH SCHOOL DISTRICT and METZ & A, LP**

### **FOR**

### **VILLA VERONA APARTMENT COMMUNITY**

THIS SCHOOL FACILITIES FUNDING AND MITIGATION AGREEMENT ("Agreement") dated as of September \_\_\_, 2017 ("Execution Date"), is entered into by and between the PERRIS UNION HIGH SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California ("District"), and METZ & A, LP, a Nevada limited partnership ("Developer"). District and Developer may be referred to herein individually as a "Party," or collectively as the "Parties."

### **RECITALS**

A. Developer intends to develop approximately 16.9 acres in the City of Perris ("City"), California, at the northeast corner of Metz Road and A Street, more particularly described in Exhibit A-1, Legal Description of Villa Verona Development, and Exhibit A-2, Plat of Villa Verona Development, with Assessor Parcel Numbers listed below ("Property"):

311-040-013, -015, -021, -024, -026

B. Developer has obtained entitlements from the City at the August 29, 2017 City Council meeting consisting of a general plan amendment and zone change under which the Property is conditionally approved to be developed with 360 multi-family residential units ("Villa Verona" or "Project").

C. District is the owner of the California Military Institute, located at 755 North A Street in the City, more particularly described on Exhibit B-1, Legal Description of California

Military Institute, and Exhibit B-2, Plat of California Military Institute ("CMI"), which is directly adjacent to the Property.

D. The Property is located within the attendance boundaries of the District, which is responsible for providing school facilities for students in Grades 7-12 who reside within those attendance boundaries and Developer is obligated to mitigate the impact of its Project on those school facilities pursuant to Education Code Section 17620 or Government Code Sections 65970, *et seq.* and 65995, *et seq.* or any other present or future law through payment of statutory impact fees ("Statutory Impact Fees"). However, District may enter into an in lieu agreement or arrangement in place of the payment of Statutory Impact Fees. Such an agreement may be for the provision of facilities improvements mutually agreed upon by the Parties ("Developer Improvements").

E. As part of the Project, Developer desires to widen the street that is in front of and directly adjacent to CMI ("A Street"), which, in turn, will: (1) affect the frontage of CMI; (2) affect existing CMI on-site parking; (3) require relocation of existing CMI parking lots; and (4) affect District student, employee, and visitor ingress and egress at the CMI site.

F. District and Developer agree that given the close geographical proximity of the Project and CMI, CMI's existing parking lot configuration, and existing traffic conditions on A Street, it is in the Parties' mutual best interests to enter into this Agreement to satisfy Developer's obligations and resolve issues caused by the widening of A Street.

G. Developer's performance of its obligations in this Agreement is intended to constitute complete mitigation of the Project's impact on the District in lieu of the Developer paying any special taxes and any fees that the District is authorized to impose in connection with the Project pursuant to Education Code Section 17620, Government Code Sections 65970 *et seq.* and 65995 *et seq.*, or any other present or future law.

H. Developer and District desire to enter into this Agreement to set forth Developer's obligations and District's corresponding obligations regarding mitigation of the Project's impact on the District.

**NOW, THEREFORE**, the Parties agree as follows:

## **AGREEMENT**

### **I. RECITALS.**

The foregoing recitals are true and correct.

### **II. PURPOSE OF SCHOOL FACILITIES FUNDING AND MITIGATION AGREEMENT.**

2.1. Purpose and Covenants. The purpose of this Agreement is to set forth the Parties' mutual obligations, including Developer's agreement to fund certain improvements in lieu of payment of Statutory Impact Fees for the Project, and the corresponding obligations of the District.

2.2. Fulfillment of Obligations. By entering into this Agreement and complying with its terms, Developer shall be deemed to have fulfilled its obligation to assist in funding impacts to school facilities resulting from the Project. In consideration of Developer's obligations provided for in this Agreement in Section 3 below, District agrees to fulfill its obligations as described in Section 4 below.

2.3. Agreement Unaffected by Changes in Law. District and Developer agree that each Party has negotiated in good faith to reach accord on this Agreement, and as such, the Agreement is a legally binding contract between the Parties, enforceable in accordance with its terms. District and Developer agree that to the maximum extent permitted by law, this Agreement shall not be affected, modified, or annulled by any subsequent change in local, state, or federal law.

### **III. DEVELOPER OBLIGATIONS PRIOR TO RECEIPT OF CERTIFICATE OF COMPLIANCE.**

3.1. Certificate of Compliance. In order for Developer to obtain: (i) a certificate issued by the District pursuant to Education Code Section 17620(b) acknowledging the fact that Developer has complied with all requirements of the District for the payment of statutory school fees/alternative school facility fees/mitigation payments, or (ii) a certificate issued by the District acknowledging that adequate provisions have been made for school facilities (both (i) and (ii) referred to as "Certificate of Compliance") for the Project, Developer must complete the following Developer Improvements, described in 3.2 below.

3.2. Developer Improvements. Developer, at its sole cost and expense, shall have completed construction of or posted a bond, if required, for the A Street Improvements as described in section 3.2.1. Additionally, District shall construct and Developer shall pay for the onsite improvements (ingress/egress and parking lots) described in sections 3.2.2 and 3.2.3. Collectively, the A Street Improvements and the onsite improvements shall be known as the "Developer Improvements."

3.2.1. A Street Improvements. The A Street Improvements consist of specifically, the removal of the curb and gutter and widening of A Street in front of CMI (collectively, "A Street Improvements"). The Developer's specific scope of work for the A Street Improvements shall include those improvements identified on Exhibit C - Engineers Estimate.

(a) The A Street improvements shall begin by May 2019. In considering the development of any construction schedule, Developer shall take into account, to the fullest extent reasonable, the impacts upon CMI operations and shall give maximum consideration to a summer construction period.

(b) All necessary Development Impact Fees ("DIF") credits from the City shall be applied to the Project to offset the costs of the A Street Improvements. As described in section 4.1.1 below, District will cooperate with Developer to obtain approvals from the City and specifically, will provide assistance to Developer in obtaining DIF credits from the City. If the A Street Improvement costs are more than the amount of the DIF credits, the District

is not obligated for any additional costs. In the event that the City does not permit the application of all necessary DIF credits towards the A Street Improvements, (i) Developer is not obligated to construct the A Street Improvements under this Agreement and (ii) District is not obligated to grant the Certificate of Compliance unless and until Developer deposits with the District Eight Hundred Thousand Dollars (\$800,000) in lieu of Statutory Impact Fees ("In-Lieu Fee").

(c) If Developer does not complete the widening of A Street in front of CMI, District, at its sole discretion, shall have the option to either use the In-Lieu Fee to complete the improvements identified in 3.2.2 and 3.2.3 below or deposit the In-Lieu Fee into its developer fee account and utilize the funds toward any high-priority capital facilities project at a school site and time to be determined at District's sole discretion.

3.2.2. Onsite Ingress/Egress Improvements at CMI. If Developer constructs the A Street Improvements in front of CMI, District shall construct and Developer shall pay for onsite ingress/egress improvements at CMI, consisting of a new driveway and drop-off/pick-up zone, per an agreed-upon concept plan by the District and Developer.

(a) The onsite ingress/egress improvements at CMI shall be completed through plans approved by the Department of General Services-Division of the State Architect and contracts that adhere to prevailing wage standards. The District's architect will process the plans for the onsite ingress/egress improvements. The District shall consider utilizing Developer's civil engineer and other Developer resources to assist with construction tasks to maximize efficiencies and achieve cost effectiveness.

(b) The onsite ingress/egress improvements shall begin by May 2019.

3.2.3. Construction of CMI North and South Parking Lots. If Developer constructs the A Street Improvements in front of CMI, District shall construct and Developer shall pay for new parking lots located on the north and south sides of the CMI campus in accordance with an agreed-upon concept plan by the District and Developer ("CMI North and South Parking Lots").

(a) The construction of CMI North and South parking lots shall be completed through plans approved by the Department of General Services-Division of the State Architect and contracts that adhere to prevailing wage standards. The District's architect will process the plans for the CMI North and South parking lots. The District shall consider utilizing Developer's civil engineer and other Developer resources to assist with construction tasks to maximize efficiencies and achieve cost effectiveness.

(b) In the event that the State Architect does not approve the plans for the CMI North and South Parking Lots, District shall not be obligated to construct the CMI North and South Parking Lots under this Agreement and Developer shall pay the In-Lieu Fee. If the State Architect does not approve the plans, District, at its sole discretion, shall have the option to either use the In-Lieu Fee to complete the improvements identified in 3.2.2 and 3.2.3 or deposit the In-Lieu Fee into its developer fee account and utilize the funds toward any

high-priority capital facilities project at a school site and time to be determined at District's sole discretion.

(c) The onsite ingress/egress improvements at CMI shall begin by May 2019.

3.2.4. Financing Developer Improvements or Payment of In-Lieu Fee.

(a) District shall not be responsible for any costs of the A Street Improvements.

(b) Developer shall be responsible for up to Eight Hundred Thousand Dollars (\$800,000) in funding for the construction of the onsite ingress/egress improvements and the construction of CMI North and South parking lots. This financial contribution by Developer is in lieu of the payment of Statutory Impact Fees.

(c) If Developer does not construct the A Street Improvements and finance the onsite ingress/egress improvements and CMI North and South Parking Lots, Developer shall pay the In-Lieu Fee prior to obtaining its building permits.

3.3. Impacted/Involved Utility Companies. Developer will work with District and impacted/involved utility companies to complete any necessary relocations and/or improvements that result from the construction of the Developer Improvements.

3.4. Entry Requirements. Construction of the improvements in this Agreement will require entry onto and work on District property. Developer shall follow all applicable laws and District requirements for work on a school campus. Prior to beginning construction, Developer shall obtain a right of entry permit on a form mutually agreed to by the Parties requiring Developer to indemnify and hold harmless the District for any claims, loss or injury resulting from such construction on District property, in addition to maintaining appropriate levels of insurance naming the District as an "Additional Insured."

3.5. Developer Improvements in Lieu of Statutory Impact Fees. Developer Improvements shall be credited against the Project's Statutory Impact Fee requirements. In order to protect the Developer against bid climate increases, unforeseen costs, and construction delays, the cost of such Developer Improvements shall not exceed Eight Hundred Thousand Dollars (\$800,000). If the Developer Improvements are not completed, in order to obtain its Certificate of Compliance, Developer shall pay the In Lieu Fee to District prior to obtaining its building permits for the Project.

#### **IV. DISTRICT OBLIGATIONS.**

4.1. Provided Developer is not in breach of this Agreement, District hereby covenants the following as to the Project:

4.1.1. District's governing board shall include language in its resolution approving this Agreement stating that Developer's complete performance of the obligations in this Agreement will constitute full mitigation for any potential Project impacts to District

facilities, that the District will not seek any additional mitigation or fees for the Project, that the District supports the Project, and that the District will cooperate with Developer to obtain approvals from the City.

4.1.2. Except for the Developer Improvements described in Section 3.2, District will not exercise any power or authority (under Section 17620 of the California Education Code or any other provision of applicable current or future law) to levy a fee, charge, dedication, or other form of requirement against the Project for the purpose of funding or financing any school facilities.

4.1.3. District will not require the City or any other governmental entity to exercise, or cooperate with the City or any other governmental entity in the exercise of, the power under Title 7, Division 1, Chapter 4.7 of the California Government Code (commencing with Section 65970) or any other provision of applicable current or future law, to require the dedication of land, the payment of fees in lieu thereof, or both, or any other exaction or requirement for classroom or related facilities as a condition to the approval of the Project.

4.1.4. District will not sponsor or require the formation of a Community Facilities District, assessment district, or similar district that includes the Project, without the written consent of Developer, which consent may be given or withheld in Developer's sole discretion.

4.1.5. District will work with Developer and impacted/involved utility companies to complete any necessary relocations and/or improvements that result from the Project.

4.2. District acknowledges that compliance with the terms in this Agreement makes adequate provision for the need for school facilities that may be created by the Project. By execution of this Agreement, the Superintendent of the District or his designee is authorized to execute a document from time to time, if requested by Developer, indicating that this Agreement has been approved by the District and that full performance of the terms of this Agreement by Developer mitigates the school facilities impacts of the development of the Project.

## **V. MISCELLANEOUS.**

5.1. Successors and Assigns. All of the covenants, stipulations, promises, and agreements contained in this Agreement by or on behalf of, or for the benefit of, either of the Parties, shall bind or inure to the benefit of the successors and assigns of the respective Parties. Nothing in this Agreement shall in any way limit the right or ability of Developer to transfer, assign, encumber, hypothecate, or in any way convey any interest of Developer in the Property without the consent of the District provided that transferee assumes in writing all obligations of Developer under this Agreement and a copy of the executed transfer is delivered to District. District agrees to thereafter look solely to the transferee for performance of Developer's obligations under this Agreement.

5.2. Amendment. This Agreement may not be amended except in writing by Developer and District, duly executed by their authorized agents. Developer and District

recognize that it may be necessary to make revisions to this Agreement, clarify its terms or provide additional detail in order to implement its terms after execution by the Parties. Therefore, District delegates to the Superintendent of the District the authority to approve amendments to this Agreement that do not substantially affect the terms contained herein and to approve implementation agreements with Developer that implement or clarify the terms contained herein. Amendments to this Agreement that do substantially modify the terms contained herein must be approved by the Board of Education of the District.

5.3. Entire Agreement. This Agreement supersedes and cancels any and all other agreements, either oral or written, between the Parties with respect to the subject matter herein. Each Party acknowledges that no representation by either Party which is not included in this Agreement shall be valid and binding. The Parties agree to act in a manner that will not frustrate the purposes of this Agreement.

5.4. Attorney Fees. In the event of any action or proceeding brought by either Party against the other under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, costs, and expenses incurred in such action or proceeding. In addition to the foregoing, the prevailing party shall be entitled to its reasonable attorney fees, costs, and expenses incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

5.5. Execution. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

5.6. Notices. All correspondence, notices, or certificates required by this Agreement shall be sufficiently given and served if delivered by hand directly to the individuals named below or sent by United States first-class mail postage prepaid, with return receipt requested, and addressed as follows:

If to Developer: Metz & A LP  
Attention: Danny Brose  
31101 Rancho Viejo Road, Suite 535  
San Juan Capistrano, CA 92675

With a copy to: Best Best & Krieger LLP  
Attention: Michelle Ouellette  
3390 University Avenue, 5th Floor  
Riverside, CA 92501

If to District: Perris Union High School District  
Attention: Superintendent  
155 East 4th Street  
Perris, CA 92570

With a copy to: Perris Union High School District

Attention: Deputy Superintendent  
155 East 4th Street  
Perris, CA 92570

With a copy to: Fagen Friedman & Fulfroft LLP  
Attn: Kathleen J. McKee  
1525 Faraday Avenue, Suite 300  
Carlsbad, CA 92008

Either Party may change its mailing address at any time by giving written notice of such change to the other Party in the manner provided herein. All notices under this Agreement shall be deemed given, received, made, or communicated on the date personal delivery is effected or, if mail, on the delivery date or attempted delivery date shown on the return receipt.

5.7. Exhibits. The Exhibits attached hereto are deemed incorporated into this Agreement in their entirety by reference.

5.8. Time. Time is of the essence in this Agreement for each and every term, provision, and condition for which time is a factor.

5.9. Remedies Cumulative. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of such provision or of any other provision hereof.

5.10. Construction. The Parties acknowledge and agree that each has been given the opportunity to review this Agreement with legal counsel independently, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of these provisions. In the event of an ambiguity in or dispute regarding the interpretation of same, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the draftsman.

5.11. Choice of Law. This Agreement has been negotiated and executed in the State of California and shall be governed and construed by the laws of that state.

5.12. Captions. The captions, headings, and titles to the various articles and paragraphs of this Agreement are not a part of this Agreement, are for convenience and identification only, and shall have no effect upon the construction or interpretation of any part hereof.

5.13. No Third Party Benefit. This Agreement is by and between the Parties named herein, and unless expressly provided in the foregoing provisions, no third party shall be benefited hereby. This Agreement may not be enforced by anyone other than a Party hereto or a successor to such Party who has acquired his/her/its interest in a way permitted by the above provisions.



5.14. Force Majeure. The obligations of any Party under this Agreement and all deadlines by which any Party's obligations must be performed, shall be executed or extended for a period of time equal to any prevention, delay, or stoppage in performance that is attributable to any strike, lock-out, or other labor or industrial disturbance, civil disturbance, act of a public enemy, war, riot, sabotage, blockade, embargo, lightning, earthquake, fire, hurricane, tornado, flood, or explosion.

5.15. Recording the Mitigation Agreement. Within thirty (30) days of District's receipt of notice from Developer (or Developer's successor) that Developer is the legal owner of the Property, District shall cause this Agreement to be recorded in the official records of the County of Riverside.

5.16. Binding. Developer acknowledges that District's support of the Project is in consideration of the terms contained in this Agreement. Therefore, this Agreement shall be recorded in the County Recorder's Office and shall bind and inure to Developer's successors and assigns.

5.17. Governing Board Approval. This Agreement is effective upon the approval or ratification of the District's Board of Trustees ("Effective Date").

**[Signatures on following page]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

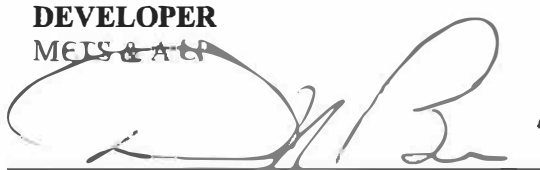
**DISTRICT**  
PERRIS UNION HIGH SCHOOL DISTRICT

DATE: 9/12/17

  
Name: Candace Reines  
Title: Deputy Superintendent

**DEVELOPER**  
~~MEIS & ACF~~

DATE: 9-11-2017

  
Name: DANNY H. BROSE  
Title: MEGA

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

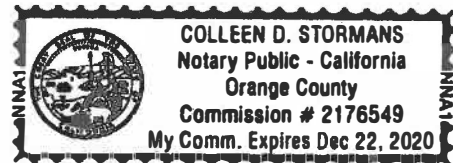
State of California )  
County of Orange )

On Sept 11 2017, before me, Colleen D. Stormans, a Notary Public, personally appeared Danny Harrison Brose, 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: Colleen D. Stormans



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

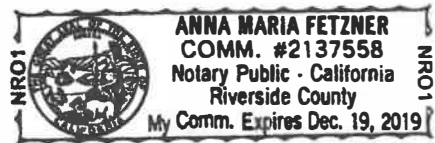
State of California )  
County of Riverside )

On September 12, 2017, before me, Anna Maria Fetzner, a Notary Public, personally appeared Candace Renee Reines, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: A. Fetzner



**EXHIBIT A-1**

**LEGAL DESCRIPTION OF VILLA VERONA DEVELOPMENT**

### LEGAL DESCRIPTION

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

PARCEL 1:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, 843.375 FEET NORTH 0° 54' EAST OF THE CENTER QUARTER CORNER THEREOF;

THENCE CONTINUING NORTH 0° 54' EAST, 131.125 FEET ON SAID WEST LINE;

THENCE SOUTH 89° 24' EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION, TO A POINT ON THE SOUTHWESTERLY LINE OF THE ATCHISON, TOPEKA AND THE SANTA FE RAILROAD RIGHT OF WAY (FORMERLY SOUTHERN CALIFORNIA RAILROAD) 200 FEET WIDE; THENCE SOUTH 18° 54' EAST, ON SAID SOUTHWESTERLY LINE TO THE INTERSECTION WITH A LINE PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION AND WHICH PASSES THROUGH THE POINT OF BEGINNING;

THENCE NORTH 89° 24' WEST, ON SAID PARALLEL LINE TO THE POINT OF BEGINNING;

EXCEPT THE WEST 30 FEET AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DOCUMENT RECORDED MAY 12, 1959 AS INSTRUMENT NO. 40883 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF AS CONVEYED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DESCRIBED AS PARCEL 4085-7 IN DOCUMENT RECORDED JULY 12, 1979 AS INSTRUMENT NO. 145146 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, 712.25 FEET NORTH 0° 54' EAST OF THE CENTER QUARTER CORNER THEREOF;

THENCE CONTINUING NORTH 0° 54' EAST, 131.125 FEET ON SAID WEST LINE;

THENCE SOUTH 89° 24' EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION, TO A POINT ON THE SOUTHWESTERLY LINE OF THE ATCHISON, TOPEKA AND THE SANTA FE RAILROAD RIGHT OF WAY (FORMERLY SOUTHERN CALIFORNIA RAILROAD), 200 FEET WIDE;

THENCE SOUTH 18° 54' EAST, ON SAID SOUTHWESTERLY LINE TO THE INTERSECTION WITH A LINE PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION AND WHICH PASSES THROUGH THE POINT OF BEGINNING;

THENCE NORTH 89° 24' WEST, ON SAID PARALLEL LINE TO THE POINT OF BEGINNING;

EXCEPT THE WEST 30 FEET AS CONVEYED TO THE COUNTY OF RIVERSIDE IN DOCUMENT RECORDED MAY 12, 1959 AS INSTRUMENT NO. 40883 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DESCRIBED AS PARCEL 4085-6 IN DOCUMENT RECORDED NOVEMBER 30, 1982 AS INSTRUMENT NO. 206410 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, 581.125 FEET NORTH 00° 54' 00" EAST OF THE CENTER QUARTER CORNER THEREOF;

THENCE CONTINUING NORTH 00° 54' 00" EAST, 131.125 FEET ON SAID WEST LINE;

THENCE SOUTH 89° 24' 00" EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION, TO A POINT ON THE SOUTHWEST LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD RIGHT OF WAY (FORMERLY SOUTHERN CALIFORNIA RAILROAD), 200.00 FEET WIDE;

THENCE SOUTH 18° 54' 00" EAST, ON SAID SOUTHWESTERLY LINE TO THE INTERSECTION WITH A LINE PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION AND WHICH PASSES THROUGH THE POINT OF BEGINNING;

THENCE NORTH 89° 24' 00" WEST, ON SAID PARALLEL LINE TO THE POINT OF BEGINNING;

EXCEPT THE WEST 30 FEET AS CONVEYED TO THE COUNTY OF RIVERSIDE IN DOCUMENT RECORDED MAY 12, 1959 AS INSTRUMENT NO. 40883 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF AS CONVEYED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DESCRIBED AS PARCEL 4085-5 IN DOCUMENT RECORDED OCTOBER 12, 1982 AS INSTRUMENT NO. 175663 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 4:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, 450.00 FEET NORTH 0° 54' EAST OF THE CENTER QUARTER CORNER THEREOF;

THENCE CONTINUING NORTH 0° 54' EAST, 131.125 FEET ON SAID WEST LINE;

THENCE SOUTH 89° 24' EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION TO A POINT ON THE SOUTHWESTERLY LINE OF THE ATCHISON, TOPEKA AND THE SANTA FE RAILROAD RIGHT OF WAY (FORMERLY SOUTHERN CALIFORNIA RAILROAD) 200 FEET WIDE;

THENCE SOUTH 18° 54' EAST ON SAID SOUTHERLY LINE TO THE INTERSECTION WITH A LINE PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION AND WHICH PASSES THROUGH THE POINT OF BEGINNING; THENCE NORTH 89° 24' WEST ON SAID PARALLEL LINE TO THE POINT OF BEGINNING;

EXCEPT THE WEST 30 FEET AS CONVEYED TO THE COUNTY OF RIVERSIDE IN DOCUMENT RECORDED MAY 12, 1959 AS INSTRUMENT NO. 40883 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DESCRIBED AS PARCEL 4085-4 IN DOCUMENT RECORDED APRIL 19, 1982 AS INSTRUMENT NO. 65615 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 5:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION;

THENCE NORTH 0° 54' EAST, 450 FEET ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION;

THENCE SOUTH 89° 24' EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION, TO A POINT ON THE SOUTHWESTERLY LINE OF THE ATCHISON, TOPEKA AND THE SANTA FE RAILROAD RIGHT OF WAY (FORMERLY SOUTHERN CALIFORNIA RAILROAD) 200 FEET WIDE;

THENCE SOUTH 18° 54' EAST ON SAID SOUTHWESTERLY LINE TO THE INTERSECTION WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION;

THENCE NORTH 89° 24' WEST, ON SAID SOUTH LINE TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE COUNTY OF RIVERSIDE IN DOCUMENT RECORDED MAY 12, 1959 AS INSTRUMENT NO. 40883 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DESCRIBED AS PARCEL



Order Number: ~~OSA-4956113 (50)~~

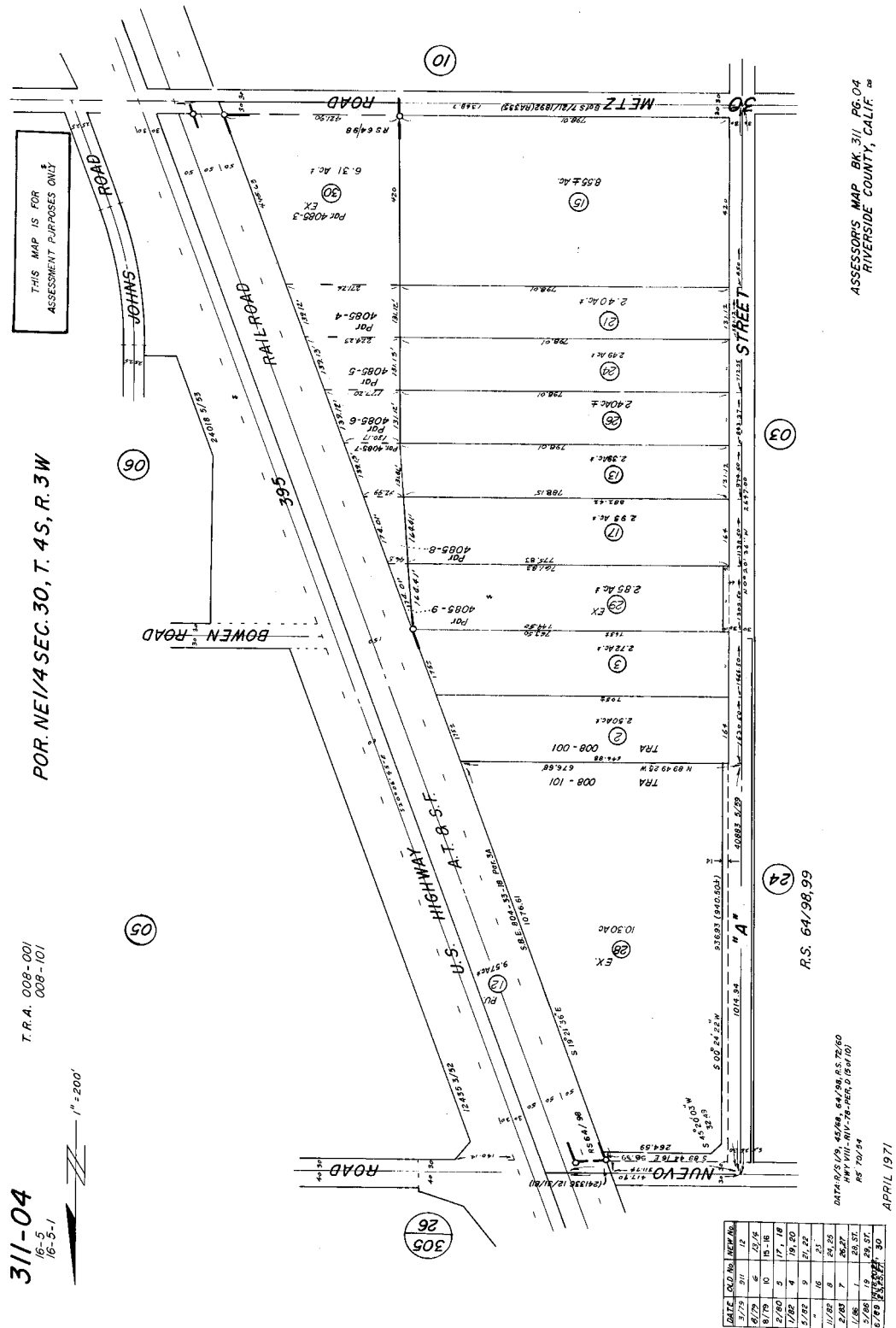
Page Number: ~~12~~

4085-3 IN DOCUMENT RECORDED JULY 12, 1979 AS INSTRUMENT NO. 145147 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 311-040-015-1 and 311-040-013-9 and 311-040-021-6 and 311-040-024-9 and 311-040-026-1

**EXHIBIT A-2**

**PLAT OF VILLA VERONA DEVELOPMENT**



## **EXHIBIT B-1**

### **LEGAL DESCRIPTION OF CALIFORNIA MILITARY INSTITUTE**

#### **EXHIBIT B-1**

##### **CMI SCHOOL PROPERTY DESCRIPTION**

That portion of the southeast one-quarter of Section 30, Township 4 South, Range 3 West, San Bernardino Base and Meridian in the City of Perris, County of Riverside, State of California Official Records of said County, described as follows:

Commencing at the southwest corner of that certain property conveyed to Perris Union High School District by Grant Deed recorded December 12, 1958 in Book 2379, Pages 455 through 457, inclusive of Deeds, Official Records of said County, said corner being a point in the centerline of "A" Street, 60.00 feet wide, as shown on Record of Survey Map on file in Book 64, Pages 98 and 99 of Records of Survey, Official Records of said County;

**THENCE** South 89°50'35" East 30.00 feet along the South line of said Grant Deed to a point in the easterly sideline of said "A" Street, said point being the **True Point of Beginning**;

**THENCE** continuing South 89°50'35" East 779.23 feet along said South line to the southeast corner of said Grant Deed;

**THENCE** North 00°24'22" East 538.68 feet along the East line of said Grant Deed to a point in the South line of that certain property conveyed to Perris Union High School District by Grant Deed recorded January 13, 1959 in Book 2395, Pages 78 and 79 of Deeds, Official Records of said County;

**THENCE** South 89°49'21" East 18.78 feet along last said South line to the southeast corner of last said Grant Deed;

**THENCE** North 00°24'22" East 581.18 feet along the East line of last said Grant Deed to a point in the South line of Metz Road, 60.00 feet wide as shown on said Record of Survey Map;

**THENCE** North 89°49'21" West 234.92 feet along last said South line;

**THENCE** leaving last said South line South 00°24'22" West 405.71 feet;

**THENCE** North 89°35'38" West 122.43 feet;

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THENCE South 45°06'53" West 262.61 feet;

THENCE South 44°53'07" East 38.16 feet;

THENCE South 45°06'53" West 69.09 feet;

THENCE North 89°35'38" West 189.32 feet;


THENCE North 00°24'22" East 91.83 feet;

THENCE North 89°35'38" West 45.00 feet to a point in said easterly side line of "A" Street;

THENCE South 00°24'22" West 545.94 feet along said easterly line to the **TRUE POINT OF BEGINNING**.

Contains 13.20 acres more or less.

Shown on Exhibit "B" attached hereto and made a part hereof, by this reference.

 5-17-10  
STEVEN L. RAY, L.S. 6980 EXP. 9/30/2011 DATE



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**EXHIBIT B-2**

**PLAT OF CALIFORNIA MILITARY INSTITUTE**



**EXHIBIT C**

**ENGINEERS ESTIMATE**

Engineer's Estimate					
for					
Villa Verona "A" Street Widening					
4/8/17					
Item No.	Item Description	Unit Meas.	Unit Cost	Item Quantity	Item Amount
	"A" STREET WIDENING				
1	ROUGH GRADE HAUL OFF DIRT FORM SUBGRADE	CY	\$12.00	1,647	\$19,763.56
2	FINE GRADE SUBGRADE	SF	\$0.20	22,234	\$4,446.80
3	5" AC/ 8" AB FULL LIFT	SF	\$4.00	22,234	\$88,936.00
4	SAWCUT ASPHALT EDGE	LF	\$1.00	1,644	\$1,644.00
5	CURB & GUTTER	LF	\$26.00	1,594	\$41,444.00
6	SIDEWALK	SF	\$4.50	5,755	\$25,897.50
7	RAMPS	EA	\$1,200.00	2	\$2,400.00
8	DRIVEWAY	SF	\$7.00	715	\$5,005.00
9	PARKWAY	SF	\$4.50	3,986	\$17,937.00
10	REMOVE EXISTING CURB & GUTTER	LF	\$14.00	1,691	\$23,674.00
11	REMOVE EXISTING SIDEWALK	SF	\$3.00	8,232	\$24,696.00
12	RELOCATE EXISTING FENCE	LF	\$15.00	563	\$8,445.00
13	REMOVE EXISTING PALM TREES	EA	\$1,500.00	8	\$12,000.00
14	RELOCATE EX. FIRE HYDRANT	EA		1	BY OTHERS
15	RELOCATE EX. BACKFLOW	EA		2	BY OTHERS
16	RELOCATE POWER POLES	EA		4	BY OTHERS
17	TRAFFIC SIGNAL	EA		1	BY OTHERS
18	STRIPING	EA	\$2,000.00	1	\$2,000.00
19	MISC. RELOCATION/ADJUSTMENTS	LS	\$5,000.00	1	\$5,000.00
20	TRAFFIC CONTROL	EA	\$7,500.00	1	\$7,500.00
	SUBTOTAL				\$290,788.86
	CONTINGENCY		10%	290,789	\$29,078.89
	ENGINEERING OFFICE/FIELD		12%	290,789	\$34,894.66
	PLAN CHECK/INSPECTION		6%	29,079	\$1,744.73
	Sub Total "A" Street Widening				\$356,507.14