

*Free Recording requested by and when recorded mail to:*

PERRIS UNION HIGH SCHOOL DISTRICT  
155 East 4<sup>th</sup> Street  
Perris, CA 92570  
Attn: Candace Reines,  
Deputy Superintendent of Business Services

Space Above Line for Recorder's Use

Exempt Government Code §27383 and §6103

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

### **PERRIS UNION HIGH SCHOOL DISTRICT and MINOR RANCH LLC**

THIS SCHOOL FACILITIES FUNDING AND MITIGATION AGREEMENT (“Agreement”) dated as of March 20, 2024 (“Effective 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 MINOR RANCH LLC, a Delaware limited liability company (“Developer”). District and Developer may be referred to herein individually as a “Party,” or collectively as the “Parties.”

- A. Developer intends to develop approximately 578 acres of property located in the City of Menifee (“City”), California, described in Exhibit A (“Property”).
- B. Developer is processing certain land use entitlements with the City, consisting of a general plan amendment, specific plan, tentative subdivision map and development agreement pursuant to which the Property would be entitled for up to 1,719 residential units and approximately 5.5 million square feet of non-residential, business park, commercial and office uses (“Project”).
- C. District’s Heritage High School (“HHS”) shares common boundaries with the Property on the HHS west and south property lines.
- D. The Property is located within the attendance boundaries of the District, which is responsible for providing school facilities for students in Grades 9-12 who reside within those attendance boundaries.
- E. Development of the Property will generate additional Grade 9-12 school students (“Project Students”) which in turn will have an impact on existing District facilities.
- F. District and Developer acknowledge and agree that while funding the school facilities has been a shared obligation between the State and local school districts, both the

adequacy and timing of State funding is unpredictable so that the Parties are not able to rely upon State funding to finance school facilities.

G. District and Developer agree that given the uncertainties of the timing and amount of State funding for school facilities, and given the close geographical proximity of the Project and HHS, it is in the Parties' mutual best interests to enter into this Agreement to (i) provide a local source of funding for District facilities that may be in excess of the statutory amount Developer would otherwise be required to provide; (ii) mutually design the interface of the Project on the HHS west and south property lines (the "Project/HHS Interface"), including fencing, walls, netting, landscape, setbacks, trails and access, that will then be constructed by Developer at its sole expense; (iii) provide for the remediation of ponding and flooding that occurs on the Property south of HHS with improvements to be constructed by Developer at its sole expense (the "Drainage Improvements"); and (iv) facilitate a District student internship program with businesses anticipated to be located within the non-residential portion of the Project (the "Career Development Program").

H. Developer's performance of this Agreement is intended to constitute complete mitigation of the impact of the development of the Property upon District in lieu of fees and exactions of any kind which the District might impose in connection with such development pursuant to Education Code Section 17620, Government Code Sections 65970 et seq. and 65995 et seq. or any other present or future law.

NOW , THEREFORE , the Parties agree as follows:

## AGREEMENT

### 1. Recitals.

The foregoing recitals are true and correct.

### 2. Definitions.

Capitalized terms used in this Agreement shall have the meanings set forth as follows unless such terms are defined elsewhere herein or the context requires otherwise:

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended (Government Code Section 53311, et seq.).

"Amount Per Square Foot" means \$2.40, which amount shall increase by 2% or the RS Means Index, whichever is greater, each January 1, commencing January 1, 2025.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

“Assessor’s Parcel Number” means the number assigned to an Assessor’s Parcel by the County for the purpose of identification.

“Building Square Feet” means (i) with respect to a Unit, the square footage of internal living space exclusive of garages or other structures not used for living space in a Unit, as determined by reference to the building permit application for such Unit, and (ii) with respect to Non-Residential Development, the square footage of covered and enclosed space with the perimeter of a commercial or other non-residential structure, not including any storage areas incidental to the principal use of the structure, garages, parking structures, unenclosed walkways, utility or disposal areas.

“Certificate of Compliance” means (i) a certificate issued by the District pursuant to Education Code Section 17620(b) acknowledging the fact that the recipient 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.

“City” means the City of Menifee.

“Community Facilities District” or “CFD” means a community facilities district authorized to finance public facilities that is formed by the District or other Public Agency pursuant to the provisions of the Act encompassing the residential portion of the Property.

“County” means the County of Riverside.

“Developer” means Minor Ranch LLC, a Delaware limited liability company, its successor and assigns.

“Effective Date” means the date this Agreement has been fully executed and approved by the District’s Board of Trustees.

“Mitigation Payment” means, for a Unit, the Amount Per Square Foot multiplied by the Building Square Feet of the Unit.

“Non-Residential Development” means any non-residential property including, but not limited to, any hotel, inn, motel, tourist home, or other lodging for which the maximum term of occupancy for guests does not exceed thirty days, but not including any residential hotel, as defined in paragraph (1) of subdivision (b) of section 50519 of the Health and Safety Code, nor any facility used exclusively for religious purposes that is thereby exempt from property taxation under the laws of California, any facility used exclusively as a private full-time day school as described in Section 48222 of the Education Code, or any facility that is owned and occupied by one or more agencies of federal, state, or local government.

“Non-Residential Statutory Fee” means District’s 28% share of the fee authorized pursuant to Education Code Section 17620 and Government Code Section 65995 to be imposed with respect to Non-Residential Development. As of the Effective Date, the Non-Residential Statutory Fee is \$0.2184 per square foot.

“Project Students” mean Grades 9-12 students enrolled in the District and residing within the Property.

“Public Agency” means the City or other public agency, the boundaries of which include all or any portion of the Property, or any State agency with the authority to establish a CFD encompassing the residential portion of the Property.

“Superintendent” means the Superintendent of the District, or his designee.

“Unit” means a separate dwelling unit constructed within the Property.

### 3. Mitigation of School Facilities Impacts.

3.1 Purpose and Covenants. The purpose of this Agreement is to set forth the Parties’ mutual obligations, including Developer’s agreement to fund District facilities needed as a result of its development of the Property and the corresponding obligations of District relating to development of the Property.

3.2 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 District facilities to house the Project Students resulting from development of the Property. In consideration of Developer’s obligations provided for in this Agreement, District agrees to fulfill its obligations as described in Section 6 below.

3.3 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. Developer and District 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.

### 4. Developer Obligations Prior to Receipt of Certificate of Compliance.

4.1 Non-Residential. All Non-Residential Development within the Property shall be subject to the Non-Residential Statutory Fee. Within thirty (30) days of the commencement of grading for the Project on the Property, Developer agrees to make a prepayment of Non-Residential Statutory Fees in the amount of \$1,201,200 (\$0.2184 x 5,500,000). Upon District’s receipt of such prepayment, Developer, and its successors and assigns, shall be deemed to have satisfied the obligation to pay Non-Residential Statutory Fees and shall be entitled to receive Certificates of Compliance for 5,500,000 Building Square Feet of Non-Residential Development within the Property.

4.2 Residential. In order for Developer to obtain a Certificate of Compliance for a Unit within the Property, Developer must timely pay the Mitigation Payments in accordance with Section 4.2.1 or have a Mitigation Payment Credit as the result of funding provided by a CFD pursuant to Section 4.2.2.

4.2.1 Payment of Mitigation Payment. Upon Developer’s request for a Certificate of Compliance for a Unit to be constructed within the Property, Developer shall pay

to District the then-applicable Mitigation Payment for such Unit. Developer will cooperate with District to expedite mitigation funding resulting from residential development in a manner that will expedite the District's access to such funding while causing no financial or scheduling harm to Developer.

4.2.2 CFD Option. At Developer's request, the District may agree to form a new CFD encompassing all or a portion of the residential portion of the Property, subject to the following requirements:

(i) Prior to the formation of a new CFD, the District must verify that certain economic conditions are met at the time of proposed CFD formation, the new CFD is able to be formed in accordance with the established goals and policies of the District, the new CFD complies with existing state and federal law; and

(ii) the Developer shall advance any costs associated with the formation of the CFD, subject to reimbursement from the proceeds of bonds of the CFD.

As an alternative to the District's formation of a new CFD, at Developer's request, District may agree to enter into a joint community facilities agreement with another Public Agency that will form the CFD in order to permit the CFD to finance District facilities in satisfaction of Mitigation Payments.

If the CFD is formed by District, the amount of the special tax applicable to a Unit shall be sufficient to finance the Mitigation Payment applicable to the Unit and the completion of the proceedings for formation of the CFD and authorization of the special taxes, maximum bonded indebtedness and appropriations limit of the CFD shall permit Developer or any other landowner within the CFD to obtain Certificates of Compliance for all Units within the CFD without the requirement to advance the Mitigation Payment. District shall receive 100% of the proceeds of the special taxes and bonds of the CFD, less the amount required to reimburse Developer for its formation costs advance.

If the CFD is formed by another Public Agency, prior to the issuance of bonds of the CFD, Developer shall pay the Mitigation Payment for any Unit for which a Certificate of Compliance is requested and such Mitigation Payments shall be referred to as "Deposits." Upon the issuance of bonds of the CFD and District's receipt of proceeds of the bonds, prior Deposits shall be returned to Developer to the extent the proceeds received by District equal or exceed the amount returned. To the extent the amount of proceeds received by District exceeds the prior Deposits, Developer shall earn a "Building Square Foot Credit" equal to such excess amount divided by the then-applicable Amount Per Square Foot. Such Building Square Feet Credit may be used to satisfy the Mitigation Payment for Units for which a Certificate of Compliance is requested until it has been exhausted.

4.3 No Rebate from State Funding. In the event District receives funds from the State to house existing and/or projected students generated for existing and/or future Units within the Project, neither Developer nor its successors or assigns shall be entitled to any refund of Mitigation Payments or Non-Residential Statutory Fees as a result of such State funds.

5. **Other HHS and Property Development Issues.**

5.1 **Project HHS Interface.** Developer intends that the portion of the Property that abuts the HHS west and south property lines will consist of an approximately 80-100 foot wide landscaped area in which no structures, parking or roads shall be permitted. Such area is referred to in this Agreement as the Project/HHS Interface. District and Developer shall collaborate with respect to the design and construction of the Project/HHS Interface, at no expense to District and as described herein.

Prior to the commencement of grading of the area within the Project/HHS Interface, Developer and District shall develop a conceptual design for the Project/HHS Interface that shall identify the locations and types of landscaping, fencing, walls, netting, potential trails, points of access within the Project/HHS Interface and identify any fencing or other improvements on the HHS property abutting the Project/HHS Interface to be demolished and replaced by Developer. Developer shall then develop improvement plans consistent with such conceptual design and provide such plans to District for review and comment prior to the commencement of construction.

In the event that construction of the improvements within the Project/HHS Interface require entry onto and work on the HHS property, 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.”

Developer and District shall, in good faith, also provide each other with necessary easements and/or drainage acceptance letter(s) for any improvements adjacent to shared property lines between the Project and HHS property.

5.2 **Drainage Improvements.** Developer anticipates it will alleviate the ponding and flooding that currently occurs in and around a drainage ditch in the south portion of the Property south of HHS with the grading and construction of the Project.

Developer will provide its draft drainage improvement plans for the south portion of the Property to District for District’s review and comment and construct the improvements pursuant to the final, approved plans at Developer’s sole cost and expense.

5.3 **Career Development Program.** The Developer and the District will collaborate to establish a student internship program aimed at benefiting District students and businesses that are part of the Non-Residential Development within the Property. This program will be designed to deliver a valuable learning experience that includes work opportunities, encourages career exploration, fosters skill development, and will be structured as a supervised, non-paid educational experience within a business setting.

6. **District Obligations.**

6.1 So long as Developer is not in breach of this Agreement, District hereby covenants the following:

6.1.1 Resolution. District's Board of Trustees shall include language in its resolution approving this Agreement stating that Developer has fully mitigated for any potential Project impacts to District facilities, that the District will not seek any additional mitigation for the Project, that the District supports the Project and will cooperate with Developer to obtain approvals for the Project from the City.

6.1.2 Additional Levies. Except for the Mitigation Payments, Non-Residential Statutory Fees, and the special taxes of a CFD, District will not exercise any power or authority (under Section 17620 et seq. of the California Education Code, California Government Code Section 65995 et seq. or any other provision of applicable current or future law) to levy a fee, charge, dedication, exaction or other form of requirement against any Unit or any Non-Residential Development undertaken within the boundaries of the Property for the purpose of funding or financing any District school facilities, without Developer's consent.

6.1.3 City Involvement. 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 a Unit or any development within the boundaries of the Property.

6.2 Full Mitigation. District acknowledges that compliance with terms in this Agreement makes adequate provision for the District school facilities needed to house the Project Students. By execution of this Agreement, the Superintendent is authorized to execute a document from time to time, if requested by Developer, indicating that this Agreement has been approved by the District, that performance of this Agreement by Developer mitigates the District school facilities impacts of the development of the Property and that Developer, as of the time of execution of such document, has performed its obligations as set forth in this Agreement.

6.3 Cooperation. District agrees to fully cooperate with Developer's request to (i) form a CFD for the residential portion of the Property or (ii) enter into a joint community facilities agreement in connection with a CFD being formed by another Public Agency for the residential portion of the Property for the purpose of funding the Mitigation Payments.

6.4 Covenant to Support Project. District agrees to provide written and verbal support of the Project in the proceedings of both the City Planning Commission and City Council with respect to the Project in a form substantially similar to the letter attached hereto as Exhibit B.

## 7. Miscellaneous.

7.1 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 Developer shall only be relieved of its obligations

under this Agreement if the transferee assumes such obligations of Developer under this Agreement in writing. In that case, District agrees to thereafter look solely to the transferee for performance of Developer's obligations under this Agreement.

7.2 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 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 District's Board of Trustees.

7.3 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 to this Agreement acknowledges that no representation by any Party which is not embodied herein or in any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. The Parties hereto agree to act in a manner that will not frustrate the purposes of this Agreement.

7.4 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 and 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.

7.5 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.

7.6 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:	Minor Ranch LLC 3200 Park Center Drive, Suite 1000 Costa Mesa, CA 92626 Attention: Dave Bartlett
with a copy to:	O'Neil LLP 19900 MacArthur Blvd., Suite 1050 Irvine, CA 92612 Attention: John P. Yeager



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

with a copy to: Perris Union High School District  
155 East 4<sup>th</sup> Street  
Perris, CA 92570  
Attention: Candace Reines, Deputy Superintendent  
of Business Services

with a copy to: Kathleen McKee or Sarah Polito  
Fagen Friedman & Fulfrost LLP  
1525 Faraday Ave., 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.

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

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

7.9 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.

7.10 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.

7.11 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 without regard to the conflicts of laws principles.

7.12 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.

7.13 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.

7.14 Force Majeure. The obligations of any Party under this Agreement and all deadlines by which any Party's obligations must be performed, shall be excused or extended for a period of time equal to any prevention, delay or stoppage in performance which is attributable to strike, lock-out or other labor or industrial disturbance, civil disturbance, act of a public enemy, war, riot, sabotage, blockade, embargo, lightning, earthquake, fire, storm, hurricane, tornado, flood, explosions, and/or the inability of one of the Parties, despite its reasonable efforts to obtain in a timely manner, any inspections, approvals, or processing by a governmental authority to enable the affected Party to fulfill its obligations in accordance with this Agreement, provided that the delay or failure to obtain such inspection, approval, processing is not attributable to the Party in question. Economic hardship of either Party shall not constitute Force Majeure.

7.15 Recording the Mitigation Agreement. Within thirty (30) days of the Effective Date, District shall cause this Agreement to be recorded in the official records of the County.

7.16 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; provided, however, that individual purchasers of Units shall not be deemed successors and assigns of the Developer.

7.17 Termination. This Agreement may, at Developer's election, terminate if any of the following events occur within five (5) years after the Effective Date:

7.17.1 The Project is not approved by the City or is approved but subject to referendum or legal challenge; or

7.17.2 The Project is approved by the City but grading of the Property is not commenced.

If either event occurs, Developer may elect to terminate this Agreement by written notice to the District.

7.18 Governing Board Approval. This Agreement is subject to the approval or ratification of the District's Board of Trustees.

[Signatures on following page]

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

DISTRICT

Date: \_\_\_\_\_

**PERRIS UNION HIGH SCHOOL DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DEVELOPER

Date: \_\_\_\_\_

**MINOR RANCH LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

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

PARCEL 1 (APN: 331-260-006, 331-260-007, 331-260-008, 331-260-009, AND 331-260-012)

LOTS 100, 101, 102, 103, 104, 105, 106, 107, 108, AND 109 OF ROMOLA FARMS NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 20 OF MAPS, RIVERSIDE COUNTY RECORDS, TOGETHER WITH LOT "B" (MCKINLEY ROAD) ADJOINING LOTS 105 THROUGH 112 OF SAID ROMOLA FARMS NO. 2.

TOGETHER WITH LOT "A" (MENIFEE ROAD) ADJOINING LOTS 100 THROUGH 104, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS.

EXCEPT THOSE PORTIONS DESCRIBED AS PARCELS 1 AND 2 IN THE DEED TO SOUTHERN SURPLUS REALTY CO., RECORDED JUNE 1, 1973, AS INSTRUMENT NO. 71076 OF OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE.

ALSO, EXCEPT THAT PORTION OF SAID LOT 101, AS DESCRIBED IN JUDGMENT AND FINAL DISTRIBUTION IN SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES, CASE NO. NEP 13893, A CERTIFIED COPY OF WHICH WAS RECORDED JUNE 18, 1973, AS INSTRUMENT NO. 78707 OF OFFICIAL RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT; THENCE EAST ON THE NORTH LINE OF SAID LOT 637.40 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH ON THE EAST LINE OF SAID LOT 66 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT TO THE WEST LINE THEREOF; THENCE NORTH ON THE WEST LINE OF SAID LOT 66 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (APN: 331-270-005):

LOTS 1542 THROUGH 1557 OF ROMOLA FARMS NO. 15, AS SHOWN BY MAP ON FILE IN BOOK 15, PAGES 98, 99, AND 100 OF MAPS, RIVERSIDE COUNTY RECORDS, TOGETHER WITH LOT "E" (MCKINLEY ROAD), ADJOINING LOTS 1542 THROUGH 1549 OF SAID ROMOLA FARMS NO. 15.

TOGETHER WITH THOSE PORTIONS OF LOT "O" (ROMOLA BOULEVARD) AND LOT "F" (MALAGA ROAD) ADJOINING LOTS 1550 THROUGH 1557, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS.

ALSO, TOGETHER WITH LOT "T" (MCLAUGHLIN ROAD) ADJOINING LOTS 1549 AND 1550, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS.

EXCEPT THEREFROM LOT "E" THAT PORTION DESCRIBED AS PARCEL 2 IN THE DEED TO SOUTHERN SURPLUS REALTY CO., RECORDED JUNE 1, 1973, AS INSTRUMENT NO. 71076 OF OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE.

EXCEPT THEREFROM THAT PORTION CONTAINED IN ROADWAY DEDICATION RECORDED APRIL 20, 2015, AS INSTRUMENT NO. 2015-0157535 OF OFFICIAL RECORDS.

PARCEL 3 (APN: 331-300-013):

THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF EXCEPT THAT PORTION INCLUDED WITHIN THE EXTERIOR BOUNDARY LINES OF

ROMOLA FARMS NO. 15, AS SHOWN BY MAP ON FILE IN BOOK 15, PAGES 98, 99, AND 100 OF MAPS, RIVERSIDE COUNTY RECORDS.

ALSO, EXCEPT ANY PORTION INCLUDED IN ROADS ALONG THE NORTH AND EAST SIDES OF SAID LAND, STATE HIGHWAY 74, ALSO KNOWN AS ROMOLA BLVD., AND BRIGGS ROAD.

ALSO, EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JUNE 22, 1994, AS INSTRUMENT NO. 253035 OF OFFICIAL RECORDS.

ALSO, EXCEPT THEREFROM THAT PORTION CONVEYED TO PERRIS UNION HIGH SCHOOL DISTRICT, BY A DOCUMENT RECORDED APRIL 22, 2003, AS INSTRUMENT NO. 2003-283189 OF OFFICIAL RECORDS.

ALSO, EXCEPT THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED MARCH 6, 2018, AS INSTRUMENT NO. 2018-0084786 OF OFFICIAL RECORDS.

PARCEL 4 (APNS: 331-300-002 AND 331-300-007):

LOTS 1563, 1564, 1565, 1582, 1583, 1584, 1595, 1596, 1597, 1614, 1615, AND 1616 OF ROMOLA FARMS NO. 15, AS SHOWN BY MAP ON FILE IN BOOK 15, PAGES 98, 99, AND 100 OF MAPS, RIVERSIDE COUNTY RECORDS, TOGETHER WITH LOT H (MATEROS ROAD) OF SAID ROMOLA FARMS NO. 15.

TOGETHER WITH LOT "G", THE EAST HALF OF (MALAGA ROAD) ADJOINING LOTS 1563 THROUGH 1565, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS.

ALSO, TOGETHER WITH THE NORTH HALF OF LOT "R" (MCLAUGHLIN ROAD) ADJOINING LOTS 1565, 1582, 1597, AND 1614, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS.

ALSO, TOGETHER WITH LOT "A" (BRIGGS ROAD) LYING ADJACENT TO LOTS 1614 AND 1615 WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LAND.

ALSO, EXCEPT THEREFROM THAT PORTION CONVEYED TO PERRIS UNION HIGH SCHOOL DISTRICT, BY A DOCUMENT RECORDED APRIL 22, 2003, AS INSTRUMENT NO. 2003-283189 OF OFFICIAL RECORDS.

ALSO, EXCEPT THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED MARCH 6, 2018, AS INSTRUMENT NO. 2018-0084786 OF OFFICIAL RECORDS.

PARCEL 5 (APN: 331-260-005):

THAT PORTION OF LOT 101 OF ROMOLA FARMS NO. 2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 20 OF MAPS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 101; THENCE EAST ON THE NORTH LINE OF SAID LOT 63, 7.40 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH ON THE EAST LINE OF SAID LOT, 66 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT TO THE WEST LINE THEREOF; THENCE NORTH ON THE WEST LINE OF SAID LOT 66 FEET TO THE POINT OF BEGINNING.

PARCEL 6 (APN: 331-280-005):

LOTS 984 TO 988, 1012 TO 1017 AND THE WEST 20 FEET OF THAT PORTION OF LOT L (MCKINLEY ROAD) VACATED BY RESOLUTION RECORDED FEBRUARY 6, 1962, AS INSTRUMENT NO. 11656, OF OFFICIAL RECORDS, ADJOINING LOTS 1012 THROUGH 1017 OF ROMOLA FARMS NO. 10, AS SHOWN BY MAP ON FILE IN BOOK 15, PAGES 29, 30, AND 31 OF MAPS, RIVERSIDE COUNTY RECORDS.

TOGETHER WITH THE EAST HALF OF LOT "K" (MENIFEE ROAD) ADJOINING LOTS 984 THROUGH 987, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS.

ALSO, TOGETHER WITH LOT "B" (MCLAUGHLIN ROAD) ADJOINING LOTS 984 AND 1017, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS.

PARCEL 7 (APN: 331-290-004):

LOTS 1018 THROUGH 1024, LOT 1024A, LOTS 1044 THROUGH 1051, AND THE EAST 20 FEET OF THAT PORTION OF LOT L (MCKINLEY ROAD) VACATED BY RESOLUTION RECORDED FEBRUARY 6, 1962, AS INSTRUMENT NO. 11656 OF OFFICIAL RECORDS, ADJOINING LOTS 1018 THROUGH 1023, OF ROMOLA FARMS NO. 10 AS PER PLAT RECORDED IN BOOK 15, PAGES 29, 30, AND 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY.

TOGETHER WITH LOT "B" (MCLAUGHLIN ROAD) ADJOINING LOTS 1018 AND 1051, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS.

ALSO, TOGETHER WITH LOT "Q" (MALAGA ROAD) ADJOINING LOTS 1044 THROUGH 1051, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS.

ALSO, TOGETHER WITH THE NORTH HALF OF LOT "D" (ROUSE ROAD) ADJOINING LOT 1044, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOT.

PARCEL 8 (APNS: 333-170-006 AND 333-170-012):

LOTS 1043, 1052, 1053, 1053A, 1066 THROUGH 1073, 1080, 1081, 1082, AND 1083 OF ROMOLA FARMS NO. 10, AS SHOWN BY MAP ON FILE IN BOOK 15, PAGES 29, 30, AND 31 OF MAPS, RIVERSIDE COUNTY RECORDS.

TOGETHER WITH THAT PORTION OF LOT "D" (ROUSE ROAD) ADJOINING LOTS 1043, 1052, 1069, 1070 AND 1083, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOT.

ALSO, TOGETHER WITH THAT PORTION OF LOT "P" (MALAGA ROAD) ADJOINING LOTS 1043 AND 1052 WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOT.

ALSO, TOGETHER WITH THAT PORTION OF MATTHEWS AVENUE (FORMERLY ROMOLA AVENUE) ADJOINING LOTS 1043, 1052, 1053, 1053A, 1066, AND 1067, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS.

ALSO, TOGETHER WITH THE WEST HALF OF LOT "U" (BRIGGS ROAD FORMERLY ALICANTES ROAD) ADJOINING LOTS 1080 THROUGH 1082, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS.

ALSO, TOGETHER WITH LOT "R" (MATEROS ROAD) VACATED BY RESOLUTION RECORDED FEBRUARY 6, 1962, AS INSTRUMENT NO. 11656 OF OFFICIAL RECORDS, ADJOINING LOTS 1066 THROUGH 1070, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS.

ALSO, TOGETHER WITH THAT PORTION OF MATTHEWS AVENUE (FORMERLY ROMOLA AVENUE) ADJOINING LOT 1073, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOT.

PARCEL 9 (APN: 333-170-011):

THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE PORTION THEREOF INCLUDED IN ROMOLA FARMS NO. 10 AS SHOWN BY MAP ON FILE IN BOOK 15, PAGES 29, 30, AND 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM, THE PORTION THEREOF INCLUDED IN THE RIGHT OF WAY OF CALIFORNIA SOUTHERN RAILWAY:

ALSO EXCEPTING THE PORTION THEREOF SHOWN AS "SCHOOL LOT, 2.10 ACRES" ON SAID MAP OF ROMOLA FARMS NO. 10.

ALSO EXCEPTING THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED SEPTEMBER 27, 1965, AS INSTRUMENT NO. 110651 OFFICIAL RECORDS.

PARCEL 10 (APNS: 331-300-004 AND 331-300-005):

LOTS 1566 THROUGH 1581, AND LOTS 1598 THROUGH 1613 OF ROMOLA FARMS NO. 15, AS SHOWN BY MAP ON FILE IN BOOK 15, PAGES 98, 99, AND 100 OF MAPS, RIVERSIDE COUNTY RECORDS.

TOGETHER WITH LOT "B" (MATEROS ROAD) ADJOINING LOTS 1574 THROUGH 1581 AND 1598 THROUGH 1605, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LAND.

ALSO, TOGETHER WITH THE SOUTH HALF OF LOT "R" (MCLAUGHLIN ROAD) ADJOINING LOTS 1566, 1574 THROUGH 1581, 1598 THROUGH 1605, AND 1613, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS.

ALSO, TOGETHER WITH THE NORTH HALF OF (ROUSE ROAD) ADJOINING LOTS 1573, 1574, AND 1605, 1606, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS.

PARCEL 11 (APN: 333-170-013):

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING 30 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE WEST 20 RODS; THENCE SOUTH 20 RODS; THENCE EAST 20 RODS; THENCE NORTH 20 RODS TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION INCLUDED IN ROMOLA FARMS NO. 10 AS SHOWN BY MAP ON FILE IN BOOK 15, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO, EXCEPT THEREFROM ANY PORTION INCLUDED IN ROUSE ROAD AND ALICANTES ROAD, AS SHOWN ON ABOVE REFERRED TO MAP.

PARCEL 12

A WATER EASEMENT AND WELL SITE EASEMENT AS GRANTED IN GRANT DEED RECORDED APRIL 22, 2003, AS INSTRUMENT No. 2003-283190 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

WATER EASEMENT

THOSE PORTIONS OF LOTS 1615 AND 1616 OF ROMOLA FARMS NO. 15, AS SHOWN BY MAP ON FILE IN BOOK 15 OF MAPS AT PAGES 98 THROUGH 100 INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 00°01'59" EAST ALONG THE EAST LINE OF SAID SECTION 13, SAID LINE ALSO BEING THE CENTERLINE OF BRIGGS ROAD (FORMERLY ALICANTES ROAD) OF SAID ROMOLA FARMS NO. 15, A DISTANCE OF 105.67 FEET TO A POINT THEREON; THENCE SOUTH 89°58'01" WEST, A DISTANCE OF 39.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON A LINE PARALLEL WITH AND DISTANT WESTERLY 39.00 FEET, MEASURED AT RIGHT ANGLE, FROM SAID CENTERLINE OF BRIGGS ROAD; THENCE SOUTH 00°01'59" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 2158.21 FEET; THENCE SOUTH 89°58'01" WEST, A DISTANCE OF 20.00 FEET, TO A POINT ON A LINE PARALLEL WITH AND DISTANT WESTERLY 59.00 FEET, MEASURED AT A RIGHT ANGLE, FROM SAID CENTERLINE OF BRIGGS ROAD; THENCE NORTH 00°01'59" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 2158.21 FEET; THENCE NORTH 89°58'01" EAST, A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING.



WELL SITES

PARCEL 1

THOSE PORTIONS OF THE NORTHEAST ONE-QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 00°01'59" EAST ALONG THE EAST LINE OF SAID SECTION 13, SAID LINE ALSO BEING THE CENTERLINE OF BRIGGS ROAD (FORMERLY ALICANTES ROAD) OF ROMOLA FARMS NO. 15, AS SHOWN ON MAP ON FILE IN BOOK 15 OF MAPS, AT PAGES 98 THROUGH 100, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, A DISTANCE OF 80.21 FEET TO A POINT THEREON; THENCE SOUTH 89°58'01" WEST, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF SAID BRIGGS ROAD PER DOCUMENT RECORDED JUNE 24, 1994, AS INSTRUMENT NO. 253035, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT ALSO BEING ON A LINE PARALLEL WITH AND DISTANT WESTERLY 40.00 FEET, MEASURED AT A RIGHT ANGLE, FROM SAID CENTERLINE OF BRIGGS ROAD; THENCE SOUTH 00°01'59" EAST ALONG SAID RIGHT OF WAY LINE AND ALONG SAID PARALLEL LINE, A DISTANCE OF 48.00 FEET; THENCE SOUTH 89°58'01" WEST, A DISTANCE OF 52.00 FEET, TO A POINT ON A LINE PARALLEL WITH AND DISTANT WESTERLY 92.00 FEET, MEASURED AT A RIGHT ANGLE, FROM SAID CENTERLINE OF BRIGGS ROAD; THENCE NORTH 00°01'59" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 48.00 FEET; THENCE NORTH 89°58'01" EAST, A DISTANCE OF 52.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2

THOSE PORTIONS OF THE NORTHEAST ONE-QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 00°01'59" EAST ALONG THE EAST LINE OF SAID SECTION 13, SAID LINE ALSO BEING THE CENTERLINE OF BRIGGS ROAD (FORMERLY ALICANTES ROAD) OF ROMOLA FARMS NO. 15, AS SHOWN ON A MAP ON FILE IN BOOK 15 OF MAPS, AT PAGES 98 THROUGH 100, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, A DISTANCE OF 1491.48 FEET TO A POINT THEREON; THENCE SOUTH 89°58'01" WEST, A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF SAID BRIGGS ROAD, SAID POINT ALSO BEING ON A LINE PARALLEL WITH AND DISTANT WESTERLY 30.00 FEET, MEASURED AT A RIGHT ANGLE, FROM SAID CENTERLINE OF BRIGGS ROAD; THENCE SOUTH 00°01'59" EAST ALONG SAID RIGHT OF WAY LINE AND ALONG SAID PARALLEL LINE, A DISTANCE OF 40.00 FEET; THENCE SOUTH 89°58'01" WEST, A DISTANCE OF 60.00 FEET, TO A POINT ON A LINE PARALLEL WITH AND DISTANT WESTERLY 90.00 FEET, MEASURED AT A RIGHT ANGLE, FROM SAID CENTERLINE OF BRIGGS ROAD; THENCE NORTH 00°01'59" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 89°58'01" EAST, A DISTANCE OF 60.00 FEET TO THE TRUE POINT OF BEGINNING.

**EXHIBIT B**

**[On letterhead of Perris Union High School District]**

Re: GPA No. \_\_\_\_, Specific Plan No. \_\_\_\_, Tentative Tract Nos. \_\_\_\_ and the \_\_\_\_ EIR

Dear \_\_\_\_\_,

On behalf of the Board of Trustees of the Perris Union High School District, I am writing to express PUHSD's support for the \_\_\_\_ project. We have reviewed the EIR and planning documents for the project and have found that the project has been designed to respect and enhance its shared boundaries to the east and north with PUHSD's Heritage High School. Through agreement with the project applicant, the project will provide funding for PUHSD capital facilities in excess of, and sooner than, the statutory school fee requirements. In addition, we are working closely with the project applicant to develop a career enhancement program that will provide HHS and other PUHSD students opportunities with the businesses that will occupy the project.

We hope the [Planning Commission/Board of Supervisors] will join our Board in supporting this project.