CITY OF WILDOMAR PLANNING COMMISSION

6:30 P.M. – REGULAR MEETING

OCTOBER 2, 2013

Council Chambers
23873 Clinton Keith Road, Suite #111

Stan Smith, Chairman
Michael Kazmier, Vice-Chairman
Veronica Langworthy, Planning Commissioner
Robert Devine, Planning Commissioner
Bobby L. Swann III, Planning Commissioner

Matthew C. Bassi
Planning Director

Erica L. Vega
Assistant City Attorney

WILDOMAR PLANNING COMMISSION
REGULAR MEETING AGENDA
OCTOBER 2, 2013

ORDER OF BUSINESS: Public sessions of the October 2, 2013 meeting of the Planning Commission begins at 6:30 p.m.

REPORTS: The Planning Commission agenda packet/reports are available for review at Wildomar City Hall, Planning Department located at 23873 Clinton Keith Road, Suite #201 and on the City's website, www.cityofwildomar.org. Any writings or documents provided to a majority of the Planning Commission regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection at City Hall during regular business hours.

PUBLIC COMMENTS: Prior to the business portion of the agenda, the Planning Commission will receive public comments regarding any items or matters within the jurisdiction of the governing body. The Chairman will separately call for testimony at the time of each public hearing. If you wish to speak, please complete a "Public Comment Card" available at the Chamber door. The completed form is to be submitted to the Planning Commission Clerk prior to an individual being heard. Lengthy testimony should be presented to the Commission in writing (15 copies) and only pertinent points presented orally. The time limit established for public comments is three minutes per speaker.

CONSENT CALENDAR: Consent Calendar items will be acted on by one roll call vote unless Council members, staff, or the public request the item be discussed and/or removed from the Consent Calendar for separate action.

PLEASE TURN ALL DEVICES TO VIBRATE/MUTE/OFF FOR THE DURATION OF THE MEETING. YOUR COOPERATION IS APPRECIATED.

CALL TO ORDER – REGULAR MEETING - 6:30 P.M.

ROLL CALL

FLAG SALUTE

PUBLIC COMMENTS

This is the time when the Planning Commission receives general public comments regarding any items or matters within the jurisdiction of the Planning Commission that do not appear on the agenda. Each speaker is asked to fill out a "Public Comments Card" available at the Chamber door and submit the card to the Planning Commission Secretary. Lengthy testimony should be presented to the Commission in writing (15 copies) and only pertinent points presented orally. The time limit established for public comments is three minutes per speaker. Prior to taking action on any open session agenda item, the public will be permitted to comment at the time it is considered by the Planning Commission.

APPROVAL OF THE AGENDA AS PRESENTED

The Planning Commission to approve the agenda as it is herein presented, or, if it the desire of the Planning Commission, the agenda can be reordered at this time.

1.0 CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of the Commission, the Public, or Staff request that specific items are removed from the Consent Calendar for separate discussion and/or action.

1.1 Minutes – August 7, 2013 Regular Meeting

Recommendation – Staff Recommends that the Planning Commission approve the Minutes as submitted.

2.0 PUBLIC HEARINGS

2.1 Development Agreement for Tentative Tract Map Nos. 25122 & 32078 (Planning Application No. 12-0395):

Planning Commission consideration of a proposed Development Agreement by C.V. Communities for two contiguous Riverside County approved Tentative Tract Maps (TTM No. 25122 & TTM No. 32078) located generally at the southwest corner of McVicar Street and Palomar Street (APN's: 380-080-008, 380-080-009, 380-080-012, 380-080-013, 380-080-014, and 380-140-001).

RECOMMENDATION:

The Planning Department recommends the Planning Commission take the following actions:

1. Adopt a Resolution entitled:

PC RESOLUTION NO. 13-17

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, RECOMMENDING CITY COUNCIL ADOPTION OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (PLANNING APPLICATION NO. 12-0395) FOR TENTATIVE TRACT MAP NO. 25122 & 32078 LOCATED ON THE SWC OF MCVICAR STREET AND PALOMAR STREET EXTENDING SOUTHWARD APPROXIMATELY 2,152 FEET ALONG THE WEST SIDE OF PALOMAR STREET (APN: TM 25122: 380-080-012, 380-080-013, 380-080-014 & 380-080-015; TM 32078: 380-080-008, 380-080-009, & 380-140-001).

2.2 Change of Zone and Plot Plan No. 13-0007:

Planning Commission consideration of proposed change of zone from R-R (Rural Residential) to C-1/C-P (Commercial Retail), and a Plot Plan to allow an "as-built" 1,150 square-foot medical office building with an existing parking lot located at 32299 Wildomar Road (APN: 365-051-025).

RECOMMENDATION:

The Planning Department recommends the Planning Commission take the following actions:

1. Adopt a Resolution entitled:

PC RESOLUTION NO. 13-19

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, RECOMMENDING CITY COUNCIL ADOPTION OF A CATEGORICAL EXEMPTION PER SECTION 15301 (EXISTING FACILITIES) OF THE CEQA GUIDELINES AND ADOPTION OF AN ORDINANCE APPROVING A CHANGE OF ZONE (PLANNING APPLICATION NO. 13-0007) FROM R-R (RURAL RESIDENTIAL) TO C-1/C-P (GENERAL COMMERCIAL) FOR PROPERTY LOCATED AT 32299 WILDOMAR ROAD (APN: 365-051-025).

2. Adopt a Resolution entitled::

PC RESOLUTION NO. 13-20

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, RECOMMENDING CITY COUNCIL ADOPTION OF A CATEGORICAL EXEMPTION PER SECTION 15301 (EXISTING FACILITIES) OF THE CEQA GUIDELINES AND ADOPTION OF A RESOLUTION APPROVING A PLOT PLAN (PLANNING APPLICATION NO. 13-0007) TO ALLOW "AS BUILT" 1,150 SQUARE-FOOT MEDICAL OFFICE BUILDING, SUBJECT TO CONDITIONS, LOCATED AT 32299 WILDOMAR ROAD (APN: 365-051-025).

2.3 Rancon Development Agreement for Tentative Tract Map No. 31479 (Planning Application No. 13-0083):

Planning Commission consideration of a proposed Development Agreement by The Rancon Group for Tentative Tract Map No. 31479 (an approved 51-lot single family residential subdivision) located on the east side of George Avenue approximately 440 feet south of La Estrella Road (APN: 362-240-020, 023, 029, 031 & 032).

RECOMMENDATION:

The Planning Department recommends the Planning Commission take the following actions:

1. Adopt a Resolution entitled:

PC RESOLUTION NO. 13-21

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, RECOMMENDING CITY COUNCIL ADOPTION OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (PLANNING APPLICATION NO. 13-0083) FOR TENTATIVE TRACT MAP NO. 31479 GENERALLY LOCATED ON THE ON THE EAST SIDE OF GEORGE AVENUE APPROXIMATELY 440 FEET SOUTH OF LA ESTRELLA ROAD (APN: 362-240-020, 023, 029, 031 & 032).

GENERAL BUSINESS

- There are no general business items for this agenda.

PLANNING DIRECTOR REPORT

This item is reserved for the Planning Director to report on items not on the agenda. No action by the Planning Commission is needed.

ASSISTANT CITY ATTORNEY REPORT

This item is reserved for the Assistant City Attorney to report on items not on the agenda. No action by the Planning Commission is needed.

PLANNING COMMISSION COMMUNICATIONS

This item is reserved for the Planning Commission to make comments on items not on the agenda, request information and/or provide direction to the Planning Department staff.

FUTURE AGENDA ITEMS

ADJOURNMENT

The City of Wildomar Planning Commission meeting of October 2, 2013 is hereby adjourned.

RIGHT TO APPEAL:
Any decision of the Planning Commission may be appealed to the Planning Commission provided the required appeal application and the $964 filing fee is submitted to the City Clerk within ten (10) calendar days proceeding the Planning Commission's action on any given project.

REPORTS:
All agenda items and reports are available for review at Wildomar City Hall, 23873 Clinton Keith Road, Suite 201, Wildomar, California 92595. Any writings or documents provided to a majority of the Planning Commission regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection at City Hall during regular business hours. If you wish to be added to the regular mailing list to receive a copy of the agenda, a request must be made through the Planning Department in writing or by e-mail.

ADDITIONS/DELETIONS:
Items of business may be added to the agenda upon a motion adopted by a minimum 2/3 vote finding that there is a need to take immediate action and that the need for action came to the attention of the City subsequent to the agenda being posted. Items may be deleted from the agenda upon request of staff or upon action of the Planning Commission.

ADA COMPLIANCE:
If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans With Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Planning Department either in person or by telephone at (951) 667-7751, no later than 10:00 A.M. on the day preceding the scheduled meeting.

POSTING STATEMENT:
On or before September 27, 2013, a true and correct copy of this agenda was posted at the three (3) designated places: 1) Wildomar City Hall, 23873 Clinton Keith Road; 2) United States Post Office, 21392 Palomar Street; and 3) Mission Trail Library, 34303 Mission Trail Road.

AGENDA SECTION 1.0

CONSENT CALENDAR ITEMS

Agenda Item No. 1.1

CITY OF WILDOMAR
OFFICIAL PLANNING COMMISSION MEETING MINUTES
OF AUGUST 7, 2013

CALL TO ORDER

The regular meeting of the Wildomar Planning Commission was called to order by Planning Commission Chairman Smith at 7:00 P.M. at Wildomar City Hall, Council Chambers.

ROLL CALL

Present: Stan Smith, Chairman, Robert Devine, Commissioner, Bobby L. Swann III, Commissioner, Veronica Langworthy Commissioner.

Absent: Michael Kazmier, Vice-Chairman

Staff Present Matthew Bassi, Planning Director
Alfredo Garcia, Assistant Planner
Erica Vega, Assistant City Attorney
Dan York, City Engineer

FLAG SALUTE

Chairman Smith led the flag salute.

PUBLIC COMMNENT:

Kenneth Hayes, resident provided public comment.

APPROVAL OF AGENDA AS SUBMITTED

Chairman Smith asked the Commission for a motion to approve the agenda as submitted. Commissioner Swann motioned to approve the agenda as submitted .The motion was seconded by Commissioner Devine. Motion carried 4-0-1, with the following vote resulted:

AYES: Devine, Swann, Langworthy, Smith
NOES:
ABSENT: Kazmier
ABSTAIN:

1.0 CONSENT CALENDAR

1.1 Approval of the March 6, 2013 Planning Commission minutes.

Commissioner Langworthy motioned to approve the March 6, 2013 Planning Commission minutes as submitted. Motioned was seconded by Commissioner Devine Motioned carried 3-1-1 with the following vote resulted:

AYES: Devine, Smith, Langworthy
NOES:
ABSENT: Kazmier
ABSTAIN: Swann
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1.2 Approval of the April 17, 2013 Planning Commission minutes.

Commissioner Devine motioned to approve the April 17, 2013 Planning Commission minutes as submitted. Motioned was seconded by Commissioner Devine. Motioned carried 3-1-1 with the following vote resulted:

AYES: Devine, Smith, Swann
NOES:
ABSENT: Kazmier
ABSTAIN: Langworthy

2.0 PUBLIC HEARINGS

2.1 Development Agreement for Tentative Tract Map Nos. 25122 & 32078 (Planning Application No. 12-0395):

Planning Commission consideration of a proposed Development Agreement by C.V. Communities for two contiguous Riverside County approved Tentative Tract Maps (TTM No. 25122 & TTM No. 32078) located generally at the southwest corner of McVicar Street and Palomar Street (APN's: 380-080-008, 380-080-009, 380-080-012, 380-080-013, 380-080-014, and 380-140-001).

Director Bassi made a presentation to the Planning Commission.

Ryan Smith, Applicant representative commented on the Development agreement proposal.

Chairman Smith opened the public hearing.

Gary Andre, resident with donation time from Kristine Lloyd and Martha Bridges, commented on the project.

Gina Castanon, resident with donation time from Ruben Castanon, commented on the project.

Sheryl Ade, resident, commented on the project.

Adam Smith, Applicant representative responded to comments made by speakers.

With no further public comments, Chairman Smith closed the public hearing.

The Commission deliberated on the proposed development agreement.

With no further discussion from the Commission, Chairman Smith asked for a motion to table the item to a future Planning Commission meeting. A motion was made by Commissioner Swann, and was seconded by Commissioner Devine. Motion carried 4-0-1, with the following vote resulted:

AYES: Swann, Smith, Devine, Langworthy,
NOES:
ABSENT: Kazmier,
ABSTAIN:

2.2 <u>C.V. Communities Development Agreement for Tentative Tract Map No. 32535 (Planning Application No. 13-0033):</u>

Planning Commission consideration of a proposed Development Agreement by C.V. Communities for a Riverside County approved Tentative Tract Map (TTM No. 32535) generally on the west side of Stable Lanes Road, north of Clinton Keith Road and south of Catt Road (APN: 380-110-005, 380-110-006, 380-120-001, 380-120-002, 380-100-006, 380-100-005, 380-130-002, 380-130-018 and 380-100-004).

Director Bassi made a presentation to the Planning Commission.

Chairman Smith opened the public hearing.

Adam Smith, Applicant representative, commented on the proposed development agreement.

No public comments were presented to the Commission.

City Manager, Gary Nordquist, commented on the proposed development agreement.

With no further questions, Chairman Smith closed the public hearing

With no further discussion from the Commission, Chairman Smith asked for a motion to approve PC Resolution No. 13-18. A motion was made by Commissioner Swann, and was seconded by Commissioner Devine. Motion carried 4-0-1 with the following vote resulted:

AYES: Swann, Smith, Devine, Langworthy,
NOES:
ABSENT: Kazmier,
ABSTAIN:

3.0 GENERAL BUSINESS ITEMS:

None

Planning Directors Report

None

City Attorney's Report

None

Planning Commission Communications

Commissioner Langworthy requested staff to create a map that shows a 600-foot boundary distance from all parks and schools located within the City.

With no other communications, Chairman Smith adjourned the regular Planning Commission meeting of August 7, 2013 at 9:11 P.M.

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Matthew C. Bassi
Planning Director/Minutes Secretary

AGENDA SECTION 2.0

PUBLIC HEARING ITEMS

CITY OF WILDOMAR – PLANNING COMMISSION
Agenda Item No. 2.1
PUBLIC HEARING
Meeting Date: October 2, 2013

TO: Chairman and Members of the Planning Commission

FROM: Matthew C. Bassi, Planning Director
Erica Vega, Assistant City Attorney

SUBJECT: **Development Agreement No. 12-0395:**
Planning Commission consideration of a proposed Development Agreement by C.V. Communities for two contiguous Riverside County approved Tentative Tract Maps (TTM No. 25122 & TTM No. 32078).

STAFF RECOMMENDATION

The Planning Department recommends the Planning Commission take the following actions:

1. Adopt a Resolution entitled:

PC RESOLUTION NO. 13–17

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVAL OF A DEVELOPMENT AGREEMENT FOR TENTATIVE TRACT MAP NO. 25122 & TENTATIVE TRACT MAP NO.32078 (PLANNING APPLICATION NO. 12-0395) LOCATED GENERALLY ON THE SWC OF MCVICAR STREET AND PALOMAR STREET EXTENDING SOUTHWARD APPROXIMATELY 2,152 FEET ALONG PALOMAR STREET (APN: TM 25122: 380-080-012, 380-080-013, 380-080-014 & 380-080-015; TM 32078: 380-080-008, 380-080-009, & 380-140-001)

PROJECT BACKGROUND

The proposed Development Agreement was first reviewed by the Planning Commission at its August 7, 2013 meeting. As part of the public hearing, there were a number of concerns raised by the Commission and public regarding potential flooding issues along Murrieta Creek from the future development of the approved tract map (public written comments submitted at the August 7 PC meeting are provided in Attachment attached .

There was also a belief that the proposed Development Agreement should have undergone a new CEQA environmental review process rather than relying on the original Mitigated Negative Declaration as staff proposed.

After deliberating the issues and considering public input, the Commission decided to table the agenda item, and directed staff to coordinate with the regional agencies having jurisdiction over the operation and maintenance of Murrieta Creek. The goal was to meet with them to determine what flooding impacts, if any, existed along the creek (and from the approved tract map), and report back to the Commission.

Since the August 7 meeting, staff has been diligently working on this matter, and has met several times with the Riverside County Flood Control District (RCFCD), and the project applicant to address the concerns. A summary analysis of the conclusions reached from our meetings are described below. It is staff's intention to make a detailed presentation addressing the flooding concerns at the Commission meeting that also will include a special presentation by RCFCD staff and the Applicant's engineer of record.

Murrieta Creek Flooding Discussion

During the August 7, 2013 public hearing regarding the proposed Development Agreement(DA), items/concerns not associated with the terms of the DA were raised by the general public and Commission. The items raised questioned flood implications from the development associated with Murrieta Creek. The following items were raised:

Concerns/Issues Raised:

1. The conditions in Murrieta Creek at Clinton Keith Road bridge has changed significantly since the original CEQA document was prepared for the project.

    a. Vegetation and silt accumulation is significantly different today then when the bridge was first constructed.

        i. There used to be at least 10' of clearance under the bridge allowing horse and rider to traverse under the bridge.

    b. Riverside County Flood Control (RCFC) is not maintaining the vegetation and silt.

    c. Water now backs up to the point of affecting properties north of McVicar.

2. A new CEQA document should be prepared because of the conditions identified in Item 1.

    a. The request is based on the terminology "significant change".

3. No development should be allowed to occur based on the conditions identified in Item 1 until Murrieta Creek drainage is fixed.

4. A field walk should be conducted prior to bringing the item back to Planning Commission. Attendees should include resource agencies, county flood and city elected officials and staff.

5. In 2008 FEMA re-mapped the flood plain associated with Murrieta Creek based on a Conditional Letter of Map Revision (CLOMR) for the proposed subdivision TTM 25122 and TTM 32078.

    a. The remapping has placed property and structures north of McVicar into the flood plain.

    b. Placement in the flood plain has required property owners to pay for flood insurance.

Staff Responses

Staff will facilitate a presentation to the Planning Commission regarding the items listed above. The presentation will include the Professional Engineer responsible for preparing the Conditional Letter of Map Revision (CLOMR); Chief officials from RCFCD, and Engineering staff. All presentation materials will become part of the public record. In summary, the highlights of the presentation will include the following:

1. Conditions in Murrieta Creek at Clinton Keith Road bridge have not changed significantly.

    a. Vegetation and silt accumulation is within the acceptable tolerance of the bridge and channel design.

    b. The clearance under the bridge will fluctuate. The clearance is similar today as when the bridge was constructed in 1996.

    c. RCFC has an approved maintenance program for the reach of Murrieta Creek between Clinton Keith Road and McVicar Road. The maintenance program is in compliance with regulatory agency permits.

    d. Water back up from Clinton Keith Road bridge does not affect the design calculations included in the CLOMR.

2. A significant change has not been identified that would require a subsequent EIR, subsequent mitigated negative declaration or subsequent negative declaration or addendum pursuant to Title 14 Cal. Code Regs., Section 15162.

3. The proposed single family residential development approved under Tract Map 25122 and Tract Map 32078 may continue to move forward while satisfying all required/adopted conditions of approval for both tract maps.

4. A field survey/meeting was conducted on Friday, August 23, 2013 at which time Mayor Tim Walker, Councilmember Ben Benoit, 1st District Supervisor Kevin Jefferies, 1st District Director Bob McGee, Planning Commissioners Stan Smith and Bobby Swann, RCFCD staff and City staff participated in the field walk.

5. The CLOMR was prepared on FEMA approved flood insurance rate maps. The City (Wildomar Municipal Code Section 15.96) and the County participate in the National Flood Insurance Program (NFIP).

    a. Requirements of the FEMA approved CLOMR and participation in NFIP ensures that no new development can increase the flood elevation on any existing structure.

    b. The County prepared a site specific Letter of Map Revision (LOMR) for a structure north of McVicar confirming the structure is out of the flood plain and exempt from paying flood insurance.

In conclusion, it is staff's opinion, based on the facts and information provided in this report and at the October 2, 2013 Commission meeting, that implementation of the proposed Development Agreement between the City and C.V. Communities <u>will not</u> create new environmental impacts that warrant a new CEQA environmental review; either in the form a new Mitigated Negative Declaration or EIR. Further, it is staff's opinion that future development of the approved tract map will not result in flooding impacts from the project site on the surrounding areas, or to Murrieta Creek, as all original conditions approved by Riverside County Board of Supervisors, including those being imposed by the Riverside County Flood Control District, adequately mitigate any impacts.

Therefore, staff is recommending that the Planning Commission adopt PC Resolution No. 13-17 that recommends City Council approval of the proposed Development Agreement by C.V. Communities.

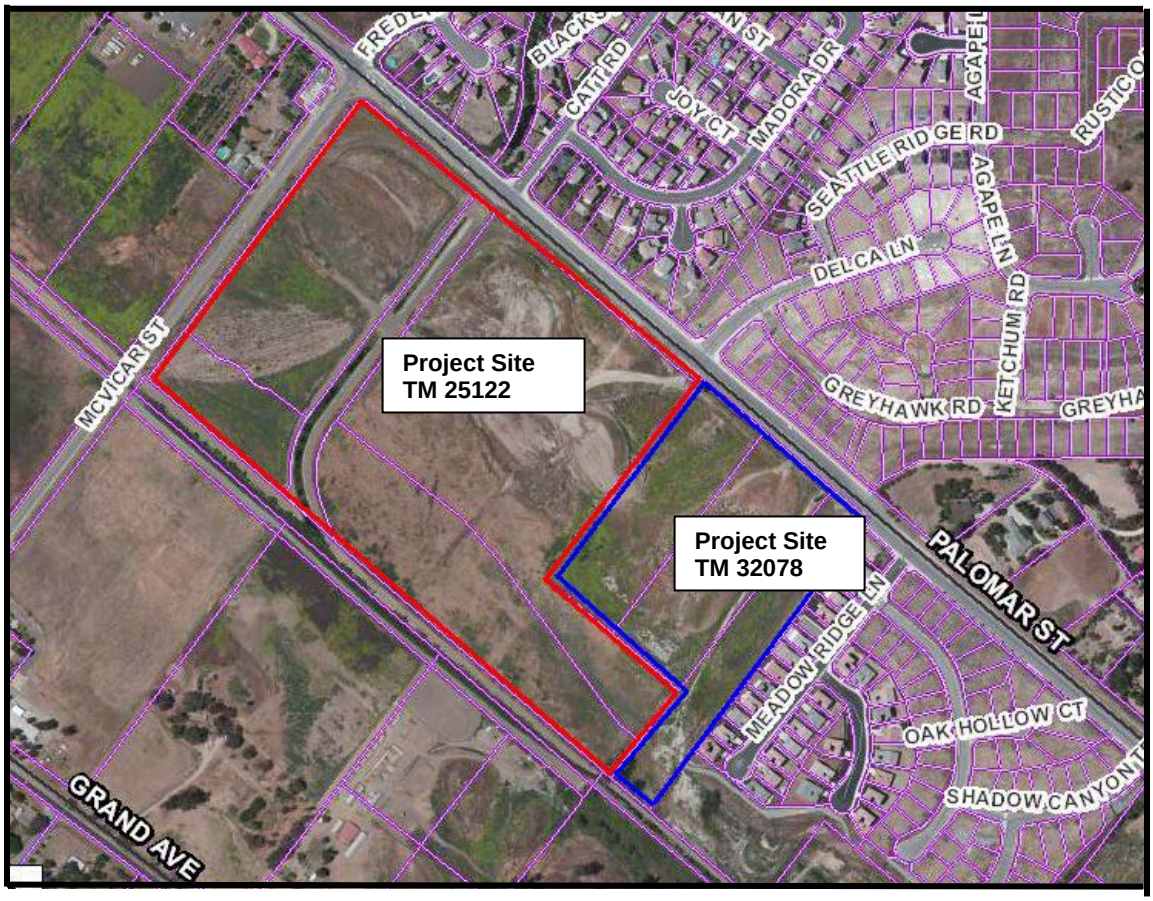
The following staff report information and analysis has not changed from the original staff report dated August 7, 2013.

PROJECT DESCRIPTION

The applicant (CV Communities) is proposing a Development Agreement for two contiguous Riverside County approved tentative tract maps (TTM No. 25122 & TTM No.

32078) located generally at the southwest corner of McVicar Street and Palomar Street. Refer to vicinity map on the following page.

Vicinity/Location Map



Tentative Tract Map No. 25122 permits the development of 102 single-family homes on the Tract 25122 Property and Tentative Tract Map No. 32078 permits the development of 55 single-family homes on the Tract 32078 Property. The City, CV Wildomar 55 and CV Communities have determined that the Project is a development for which a Development Agreement is appropriate. The Parties desire to define the parameters within which the obligations of the Developers, or their successors and assigns, for public infrastructure and services will be met and to provide for the orderly development of the Property, assist in attaining the most effective utilization of resources within the City and otherwise achieve the goals of the Development Agreement Statute. In consideration of these benefits to the City and the public benefits of the Project, the Developers will receive assurances that the City shall review all permits and approvals required for total Development of the Property in accordance with existing development regulations.

PROJECT ANALYSIS

Tentative Tract Maps 25122 and 32078 have already been approved by Riverside County prior to the City's incorporation and no varying negative impacts are anticipated as a result of this Agreement. The Agreement will, however, facilitate already agreed upon and anticipated development and ensure that the Project will provide local and regional public benefits to the City, including, without limitation, the following: increased tax revenues, improved pedestrian mobility and connection, implementation of the Circulation Element of the General Plan and preservation of natural space in excess of 12.1 acres.

This Development Agreement requires the developers to include the properties in and pay for the formation of a Community Facilities District ("CFD") to finance certain City public service costs (Section 5.1 of the DA - $580/dwelling unit). In addition, the developer will pay to the City a "Development Agreement Fee" of $180/dwelling unit that will be charged at the time of the issuance of a Certificate of Occupancy for each unit.

In exchange, the City agrees to "lock in" Development Impact Fees for the project at current rates (except for drainage impact fees and regional fees imposed by other public agencies and collected by the City), and to apply only existing development standards to the project. The current DIF rate for single family residential development is $4,221/dwelling unit. In addition, if the Developer requests it, the City will agree to enter into a Joint CFD with Lake Elsinore Unified School District and the developers to finance school improvements and developers' payment of school impact fees.

CEQA DISCUSSION

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), mitigated negative declarations were prepared, considered and approved by the County Planning Commission and the County Board of Supervisors in approving Tentative Tract Map 25122 and Tentative Tract Map 32078 and notices of determination were filed. The City Council find the Development Agreement does not change in any way the design or project features evaluated in the mitigated negative declarations prepared for Tentative Tract Maps 25122 and 32078. Further, while the City of Wildomar has incorporated since the original approval of these Tentative Tract Maps, the City adopted the General Plan and Zoning Ordinance of Riverside County that were used to consider and approve Tentative Tract Maps 25122 and 32078 upon incorporation and has made no amendments to the Zoning Ordinance or General Plan that would affect these maps since then. As there have been no changes in the project, no changes in the circumstances under which the project will be undertaken, and no new information has come to light regarding new or significant environmental effects, none of the conditions exist that might otherwise require a subsequent EIR, subsequent mitigated negative declaration or subsequent negative declaration or addendum pursuant to Title 14 Cal. Code Regs. Section 15162.

PUBLIC NOTICING

All public noticing of the August 7, 2013 Commission meeting was done in accordance with Government Code Sections 65353, 65355 and 65090. For the October 2, 2013 Commission meeting, the Planning Department in the same manner following the same Government Code Sections, on September 19, 2013, mailed a 2nd public hearing notice to all property owners within a 600-foot radius of the proposed project boundaries notifying them of the October 2, 2013 Commission hearing for the proposed Development Agreement. In addition, on September 21, 2013, a 2nd legal notice was published in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the October 2, 2013 Commission hearing for the proposed Development Agreement. At the request of Ray Johnson (refer to Attachment D), notice of the public hearing was also provided via email.

Respectfully Submitted,	Reviewed By,
Matthew C. Bassi	Erica Vega
Planning Director	Assistant City Attorney

ATTACHMENTS

A. PC Resolution No. 13-17 for DA 12-0395
    Exhibit 1 – Draft Council Ordinance
        Attachment A – Development Agreement
B. County Conditions of Approval for TM 25122
C. County Conditions of Approval for TM 32078
D. Public Comments received on and after the August 7, 2013 PC meeting

ATTACHMENT A

PC Resolution No. 13-17

PC RESOLUTION NO. 13–17

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVAL OF A DEVELOPMENT AGREEMENT FOR TENTATIVE TRACT MAP NO. 25122 & TENTATIVE TRACT MAP NO.32078 (PLANNING APPLICATION NO. 12-0395) LOCATED GENERALLY ON THE SWC OF MCVICAR STREET AND PALOMAR STREET EXTENDING SOUTHWARD APPROXIMATELY 2,152 FEET ALONG PALOMAR STREET (APN: TM 25122: 380-080-012, 380-080-013, 380-080-014 & 380-080-015; TM 32078: 380-080-008, 380-080-009, & 380-140-001)

WHEREAS, an application for a Development Agreement for Tentative Tract Map No. 25122 and 32078 has been filed by:

Applicant / Owner:	C.V. Communities, Inc.
Authorized Agent:	Mr. Adam Smith
Project Location:	SWC Corner of Palomar Street & McVicar Street
APN Number:	380-080-012, 380-080-013, 380-080-014 & 380-080-015 (TM 25122); 380-080-008, 380-080-009, & 380-140-001 (TM 32078)

WHEREAS, the County of Riverside approved Tentative Tract Map No. 25122 on January 30, 2002. In connection with such approval, the County adopted a Mitigated Negative Declaration (EA No. 34891); and,

WHEREAS, the County of Riverside approved Tentative Tract Map No. 32078 on April 25, 2006. In connection with such approval, the County adopted a Mitigated Negative Declaration (EA No. 39406); and,

WHEREAS, Tentative Tract Map No. 25122 permits the development of 102 single-family homes on the Tract 25122 Property and Tentative Tract Map No. 32078 permits the development of 55 single family homes on the Tract 32078 Property; and,

WHEREAS, CV Wildomar 55 owns the Tract 25122 Property and CV Communities own the Tract 32078 property; and,

WHEREAS, the City of Wildomar, CV Wildomar 55, and CV Communities desire to enter into a Development Agreement for the Tract 25122 and Tract 32078 properties to define the parameters within which the obligations of the developers, or their successors and assigns, for public infrastructure and services will be met and to provide for the orderly development of the properties; and,

WHEREAS, the approval of this Development Agreement does not change in any way the design or project features evaluated in the mitigated negative declarations

prepared for Tentative Tract Maps 25122 and 32078, and for which notices of determination were filed. As there have been no changes in the project, and the City of Wildomar implements the same development requirements as Riverside County, none of the conditions exist that might otherwise require a subsequent EIR, mitigated negative declaration or negative declaration pursuant to Title 14 Cal. Code Regs. Section 15162; and,

WHEREAS, the Development Agreement is consistent with the City's General Plan and will include improvements and contribute fees to improvements that will implement the Circulation Element of the General Plan; and,

WHEREAS, in accordance with Government Code Sections 65353, 65355 and 65090, the City of Wildomar Planning Department, on July 24, 2013, gave public notice by mailing a public hearing notice to all property owners within a 600-foot radius of the project boundaries notifying said property owners of the date and time of the August 7, 2013 public hearing that would be considered by the City of Wildomar Planning Commission; and

WHEREAS, in accordance with Government Code Sections 65353, 65355 and 65090 the City of Wildomar Planning Department, on July 26, 2013, published a legal notice in the "Press Enterprise", a local newspaper of general circulation, in compliance with State law notifying the public of the holding of the August 7, 2013 public hearing for proposed project that would be considered by the City of Wildomar Planning Commission; and

WHEREAS, in accordance with Government Code Section 65353, the City of Wildomar Planning Commission conducted the duly noticed public hearing on August 7, 2013, at which time interested persons had an opportunity to testify in support of, or opposition to the proposed project and at which time the Planning Commission received public testimony concerning the project, and voted 4-0 to table action on Development Agreement No. 12-0395, and directed the Planning Department to re-notice the project for a future public hearing; and

WHEREAS, in accordance with Government Code Sections 65353, 65355 and 65090, the City of Wildomar Planning Department, on September 19, 2013, gave public notice by mailing a public hearing notice to all property owners within a 600-foot radius of the project boundaries notifying said property owners of the date and time of the October 2, 2013 public hearing that would be considered by the City of Wildomar Planning Commission; and

WHEREAS, in accordance with Government Code Sections 65353, 65355 and 65090 the City of Wildomar Planning Department, on September 21, 2013, published a legal notice in the "Press Enterprise", a local newspaper of general circulation, in compliance with State law notifying the public of the holding of the October 2, 2013 public hearing for proposed project that would be considered by the City of Wildomar Planning Commission; and

WHEREAS, in accordance with Government Code Section 65353, the City of Wildomar Planning Commission conducted the duly noticed public hearing on October 2, 2013, at which time interested persons had an opportunity to testify in support of, or opposition to the proposed project and at which time the Planning Commission received public testimony concerning the project.

NOW THEREFORE, the Planning Commission of the City of Wildomar does hereby resolve, determine, order as follows:

SECTION 1. CEQA FINDINGS.

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), mitigated negative declarations were prepared, considered and approved by the County Planning Commission and the County Board of Supervisors in approving Tentative Tract Map 25122 and Tentative Tract Map 32078 and notices of determination were filed. The City Council find the Development Agreement does not change in any way the design or project features evaluated in the mitigated negative declarations prepared for Tentative Tract Maps 25122 and 32078. Further, while the City of Wildomar has incorporated since the original approval of these Tentative Tract Maps, the City adopted the General Plan and Zoning Ordinance of Riverside County that were used to consider and approve Tentative Tract Maps 25122 and 32078 upon incorporation and has made no amendments to the Zoning Ordinance or General Plan that would affect these maps since then. As there have been no changes in the project, no changes in the circumstances under which the project will be undertaken, and no new information has come to light regarding new or significant environmental effects, none of the conditions exist that might otherwise require a subsequent EIR, subsequent mitigated negative declaration or subsequent negative declaration or addendum pursuant to Title 14 Cal. Code Regs. Section 15162.

SECTION 2. PLANNING COMMISSION ACTION

The Planning Commission of the City of Wildomar, based on the above finding and the conditions and obligations contained in the proposed Development Agreement, recommends to the City Council adoption of an Ordinance (Exhibit 1 to this Resolution) approving Development Agreement No. 12-0395 (Exhibit A of attached Ordinance) with the findings, conditions and obligations contained in the record.

PASSED, APPROVED AND ADOPTED this 2nd day of October 2013, by the following vote:

AYES.

NOES:

ABSENT:

ABSTAINED:

_____
Stan Smith
Planning Commission Chairman

ATTEST:

_____
Matthew C. Bassi
Planning Director/Minutes Secretary

APPROVED AS TO FORM:

_____
Eric Vega, Assistant City Attorney

EXHIBIT 1 to PC Resolution No. 13-17

DRAFT COUNCIL ORDINANCE

DRAFT ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR APPROVING A DEVELOPMENT AGREEMENT FOR TENTATIVE TRACT MAP NO. 25122 & TENTATIVE TRACT MAP NO.32078) (PLANNING APPLICATION NO. 12-0395) GENERALLY LOCATED AT THE SOUTHWEST CORNER OF MCVICAR STREET AND PALOMAR STREET (APN: 380-080-008, 380-080-009, 380-080-012, 380-080-013, 380-080-014, and 380-140-001)

WHEREAS, California Government Code Title 7, Chapter 4, Article 2.5 authorizes the City of Wildomar to enter into development agreements which will provide certainty, definition and commitment to developers as well as to necessary public improvements required by development; and

WHEREAS, the County of Riverside approved Tentative Tract Map No. 25122 on January 30, 2002. In connection with such approval, the County adopted a Mitigated Negative Declaration (EA No. 34891); and

WHEREAS, the County of Riverside approved Tentative Tract Map No. 32078 on April 25, 2006. In connection with such approval, the County adopted its Mitigated Negative Declaration (EA No. 39406); and

WHEREAS, Tentative Tract Map No. 25122 permits the development of 102 single-family homes on the Tract 25122 Property and Tentative Tract Map No. 32078 permits the development of 55 single-family homes on the Tract 32078 Property; and

WHEREAS, the City of Wildomar, CV Wildomar 55, and CV Communities desire to enter into a Development Agreement for the Tract 25122 and Trace 32078 properties to define the parameters within which the obligations of the developers, or their successors and assigns, for public infrastructure and services will be met and to provide for the orderly development of the properties; and

WHEREAS, the approval of this Development Agreement does not change in any way the design or project features evaluated in the mitigated negative declarations prepared for Tentative Tract Maps 25122 and 32078, and for which notices of determination were filed. As there have been no changes in the project, and the City of Wildomar implements the same development requirements as Riverside County, none of the conditions exist that might otherwise require a subsequent EIR, mitigated negative declaration or negative declaration pursuant to Title 14 Cal. Code Regs. Section 15162; and

WHEREAS, on October 31, 2013, the Planning Department, gave public notice by mailing a public hearing notice to all property owners within a 600-foot radius of the project boundaries notifying said property owners of the date and time of the public hearing that would be considered by the City of Wildomar City Council.

WHEREAS, November 1, 2013, the Planning Department published a legal notice in the "Press Enterprise", a local newspaper of general circulation, in compliance with State law notifying the general public that the City Council would be holding a public hearing on the approval of this development agreement; and

WHEREAS, the Planning Commission held two (2) duly noticed public hearings for the approval of this Development Agreement on August 7, 2013 and October 2, 2013, and at the conclusion of the October 2, 2013 public hearing adopted Planning Commission Resolution No. 13-17 recommending that the City Council approve the development agreement.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR, AS FOLLOWS:

Section 1. This Ordinance incorporates, and by this reference makes a part hereof, that certain Development Agreement, substantially in the form on file with the City Clerk, by and between the City of Wildomar, CV Wildomar 55 and CV Communities, relative to the Project.

Section 2. This Ordinance is adopted under the authority of the Government Code Section 65864, et seq.

Section 3. The City Council hereby finds and determines that the Development Agreement is consistent with the General Plan of the City of Wildomar and will include improvements and contribute fees to improvements that will implement the Circulation Element of the General Plan.

Section 4. In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), mitigated negative declarations were prepared, considered and approved by the County Planning Commission and the County Board of Supervisors in approving Tentative Tract Map 25122 and Tentative Tract Map 32078 and notices of determination were filed. The City Council find the Development Agreement does not change in any way the design or project features evaluated in the mitigated negative declarations prepared for Tentative Tract Maps 25122 and 32078. Further, while the City of Wildomar has incorporated since the original approval of these Tentative Tract Maps, the City adopted the General Plan and Zoning Ordinance of Riverside County that were used to consider and approve Tentative Tract Maps 25122 and 32078 upon incorporation and has made no amendments to the Zoning Ordinance or General Plan that would affect these maps since then. As there have been no changes in the project, no changes in the circumstances under which the project will be undertaken, and no new information has come to light regarding new or significant environmental effects, none of the conditions exist that might otherwise require a subsequent EIR, subsequent mitigated negative declaration or subsequent negative declaration or addendum pursuant to Title 14 Cal. Code Regs. Section 15162.

Section 5. Based on the findings set forth in this Ordinance and the evidence in the Staff Report, the City Council hereby approves the Development Agreement, substantially in the form on file with the City Clerk, and attached hereto as Exhibit A of this Ordinance.

Section 6. The City Manager is hereby authorized and directed to execute the Development Agreement on behalf of the City of Wildomar.

Section 7. The City Manager or his or her designee is hereby authorized and directed to perform all acts required to be performed by the City in the administration and implementation of this Development Agreement, including, without limitation, reviewing the Development Agreement on an annual basis, approving assignments and executing other agreements or documents necessary to carry out the purposes of the Development Agreement.

Section 8. This Ordinance shall take effect thirty (30) days following its final passage. The City Clerk shall cause this Ordinance to be posted or published pursuant to the requirements of Government Code Section 36933.

Section 9. Within ten (10) days after the date upon which the City Manager executes the Development Agreement on behalf of the City, the City Clerk shall record the Development Agreement and this Ordinance with the County Recorder of the County of Riverside.

Section 10. If any part of this Ordinance, or the Development Agreement which it approves, is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Agreement, and this City Council hereby declares that it would have passed the remainder of the Ordinance, or approved the remainder of the Agreement, if such invalid portion thereof had been deleted.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2013.

_____
Timothy Walker
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

I, Debbie Lee, City Clerk of the City of Wildomar, do hereby certify that the foregoing Ordinance No. ____ was duly adopted by the City Council of the City of Wildomar at a regular meeting, held on the ___ day of _____, 2013, by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Debbie Lee, City Clerk

EXHIBIT A to Draft Ordinance

Development Agreement No. 12-0395 for TM 25122 & TM 32078

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY CLERK
City of Wildomar
23873 Clinton Keith Road
Wildomar, CA 92595

No Recording Fee Required – Government Code § 27383

DEVELOPMENT AGREEMENT

between

THE CITY OF WILDOMAR,

CV WILDOMAR 55

A Delaware limited liability company

and

CV COMMUNITIES, LLC

A Delaware limited liability company

Tract Map No. 25122 and 32078

(Planning Application No. 12-0395)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT(this "Agreement") is entered into on _____, 2013, between the CITY OF WILDOMAR (the "City"), a municipal corporation, CV WILDOMAR 55, LLC ("CV Wildomar"), a Delaware limited liability company, and CV COMMUNITIES, LLC ("CV Communities") pursuant to Article 2.5 of Chapter 4 of Division 1 of Title 7, §§ 65864 through 65869.5 of the Government Code. The parties hereto may be referred to in some instances as a party ("Party") or parties ("Parties").

R E C I T A L S

A. Capitalized Terms. The capitalized terms used in these Recitals and throughout this Agreement shall have the meaning assigned to them in Section 1. Any capitalized terms not defined in Section 1 shall have the meaning otherwise assigned to them in this Agreement or apparent from the context in which they are used.

B. Ownership of the Property. CV Wildomar owns the property described in Exhibit "A" as Tract 32078 (the "Tract 32078 Property") and CV Communities owns the property described in Exhibit "A" as Tract 25122 (the "Tract 25122 Property"). References in this Agreement to the "Developer" shall mean CV Wildomar with respect to the Tract 32078 Property and CV Communities with respect to the Tract 25122 Property, and their successors and assigns, and references to the "Developers" shall mean both CV Wildomar and CV Communities, and their successors and assigns. References in this Agreement to the "Property" shall mean each of the Tract 32078 Property and the Tract 25122 Property.

C. Development of the Property. The City residents approved incorporation in February 2008 and the City was incorporated effective July 1, 2008. The County of Riverside approved Tentative Tract Map No. 25122 for the Tract 25122 Property on January 30, 2002. In connection with such approval, the County adopted its Mitigated Negative Declaration (EA No. 34891). Pursuant to extensions approved by the County and the operation of State legislation, Tentative Tract Map No. 25122 remains in effect as of the date of this Agreement. The County approved Tentative Tract Map No. 32078 for the Tract 32078 Property on April 25, 2006. In connection with such approval, the County adopted its Mitigated Negative Declaration (EA No. 39406). Pursuant to extensions approved by the County and the operation of State legislation, Tentative Tract Map No. 32078 remains in effect as of the date of this Agreement. Tentative Tract Map No. 25122 permits the development of 102 single-family homes on the Tract 25122 Property and Tentative Tract Map No. 32078 permits the development of 55 single-family homes on the Tract 32078 Property. Tentative Tract Map No. 25122 has an expiration date of January 30, 2017. Prior to the approval of this Agreement, Tentative Tract Map No. 32078 would have had an expiration date of April 25, 2016.

D. Legislation Authorizing Development Agreements. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California

adopted the Development Agreement Statute, authorizing the City to enter into an agreement with any person having a legal or equitable interest in real property providing for the development of such property and establishing certain development rights therein. The legislative findings and declarations underlying the Development Agreement Statute and the provisions governing contents of development agreements state, in Government Code §§ 65864(c) and 65865.2, that the lack of public facilities, including, but not limited to, streets, sewerage, transportation, drinking water, school, and utility facilities is a serious impediment to the development of new housing, and that applicants and local governments may include provisions in development agreements relating to applicant financing of necessary public facilities and subsequent reimbursement over time.

E. Intent of the Parties. The Parties have determined that the Project is a development for which a Development Agreement is appropriate. The Parties desire to define the parameters within which the obligations of the Developers, or their successors and assigns, for public infrastructure and services will be met and to provide for the orderly development of the Property, assist in attaining the most effective utilization of resources within the City and otherwise achieve the goals of the Development Agreement Statute. In consideration of these benefits to the City and the public benefits of the Project, the Developers will receive assurances that the City shall grant all permits and approvals required for total Development of the Property and will provide for the assistance called for in this Agreement in accordance with the terms of this Agreement.

F. Public Benefits of the Project. This Agreement provides assurances that the public benefits identified below in this Recital F will be achieved in accordance with the terms of this Agreement. The Project will provide local and regional public benefits to the City, including, without limitation, the following:

1. Increased Tax Revenues. The Project will result in increased real property, sales and special taxes and other revenues to the City.

2. Pedestrian Mobility. The Project encourages pedestrian mobility through the provision of walking paths, through signage guiding pedestrians to nearby destinations and through preservation of significant open space to create pleasant environments that will encourage walking.

3. Pedestrian Connection. The Project will include a series of public pedestrian trails throughout the Property.

4. Implement Circulation Element. The Project will include improvements and contribute fees to improvements that will implement the Circulation Element of the General Plan.

5. Natural Open Space. Over 12.1 acres of natural open space will be preserved in perpetuity.

G. Public Hearings: Findings. In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), mitigated negative declarations were prepared, considered and approved by the County Planning Commission and the County Board of Supervisors in approving Tentative Tract Map 25122 and Tentative Tract Map 32078 and notices of determination were filed. On _____, 2013, the City of Wildomar Planning Commission, after giving notice pursuant to Government Code §§ 5090, 65091, 65092 and 65094, held a public hearing on the Developers' application for this Agreement. On _____, 2013, the City Council, after providing the public notice required by law, held a public hearing to consider the Developers' application for this Agreement. The Planning Commission and the City Council have found this Agreement does not change in any way the design or project features evaluated in the mitigated negative declarations prepared for Tentative Tract Maps 25122 and 32078. Further, while the City of Wildomar has incorporated since the original approval of these Tentative Tract Maps, the City adopted the General Plan and Zoning Ordinance of Riverside County that were used to consider and approve Tentative Tract Maps 25122 and 32078 upon incorporation and has made no amendments to the Zoning Ordinance or General Plan that would affect these maps since then. As there have been no changes in the project, no changes in the circumstances under which the project will be undertaken, and no new information has come to light regarding new or significant environmental effects, none of the conditions exist that might otherwise require a subsequent EIR, subsequent mitigated negative declaration or subsequent negative declaration or addendum pursuant to Title 14 Cal. Code Regs. Section 15162. The Planning Commission and the City Council have found on the basis of substantial evidence that this Agreement is consistent with the General Plan and all other applicable policy plans of the City.

H. Mutual Agreement. Based on the foregoing and subject to the terms and conditions set forth herein, Developer and City desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and having determined that the foregoing recitals are true and correct and should be, and hereby are, incorporated into this Agreement, the Parties agree as follows:

1. DEFINITIONS. The following words and phrases are used as defined terms throughout this Agreement. Each defined term shall have the meaning set forth below.

1.1 Application(s). "Application(s)" means a complete application for the applicable land use approvals (such as a subdivision map, conditional use permit, etc.) meeting all of the current ordinances of the City provided that any additional or alternate requirements in those ordinances enacted after the Effective Date which affect the application shall apply only to the extent permitted by this Agreement.

1.2 Authorizing Ordinance. "Authorizing Ordinance" means Ordinance No. _____ approving this Agreement.

1.3 Building Permit. "Building Permit," with respect to any building or structure to be constructed on the Property, means a building permit for not less than the shell and core of such building or structure issued by the City's Building and Safety Department.

1.4 Certificate of Occupancy. "Certificate of Occupancy," with respect to a particular building or other work of improvement, means the final certificate of occupancy issued by the City with respect to such building or other work of improvement.

1.5 CFD. "CFD" means a community facilities district allowed to be formed pursuant to the CFD Act by a Local Agency.

1.6 CFD Act. "CFD Act" means the Mello-Roos Community Facilities Act of 1982 (Government Code § 53311 *et seq*.), as it may be amended from time to time, authorizing the imposition of special taxes to fund capital facilities and services.

1.7 CFD Agreement. "CFD Agreement" shall have the meaning set forth in Section 5.2 below.

1.8 City. "City" means the City of Wildomar, California.

1.9 City Council. "City Council" means the governing body of the City.

1.10 City Development Agreement Resolution. "City Development Agreement Resolution" means Resolution No. 2013-06 of the City adopted February 13, 2013, which establishes a procedure for the consideration and approval of development agreements pursuant to the Development Agreement Statute.

1.11 City Manager. "City Manager" means the City Manager of City, or his or her designee.

1.12 Claim or Litigation. "Claim or Litigation" means any challenge by any third party (whether legal, equitable, declaratory, administrative or adjudicatory in nature) (i) to the legality, validity or adequacy of the General Plan, Land Use Regulations, this Agreement, Development Approvals or other actions of the City pertaining to the Project, whether such actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction, or (ii) seeking damages against the City as a consequence of the foregoing actions, for the taking or diminution in value of their property or for any other reason.

1.13 Commencement of Construction. "Commencement of Construction" means that a Building Permit for residential construction on the Property has been issued by the City and construction has commenced pursuant to the permit.

1.14 Dedicate or Dedication. "Dedicate" or "Dedication" means to offer fee title to the subject land to the City, other governmental agency or a public utility.

1.15 Default. "Default" refers to any material default, breach, or violation of a provision of this Development Agreement. "City Default" refers to a Default by the City, while "Developer Default" refers to a Default by the Developer.

1.16 Developed Property. "Developed Property" shall mean a Lot for which a Building Permit has been issued.

1.17 Developers. "Developer" means CV Wildomar 55, LLC with respect to the Tract 32078 Property, and CV Communities, LLC with respect to the Tract 25122 Property, and their successors and assigns. "Developers" means CV Wildomar 55, LLC and CV Communities, LLC, and their successors and assigns.

1.18 Development. "Development" or "Develop" means the improvement of the Property for purposes of effecting the structures, improvements and facilities required or permitted by the Development Plan, including, without limitation: grading, the construction of infrastructure and public facilities related to the Project, whether located within or outside the Property; the construction of structures and buildings; the installation of landscaping; and the operation, use and occupancy of, and the right to maintain, repair, or reconstruct, any private building, structure, improvement or facility after the construction and completion thereof, provided that such repair, or reconstruction takes place during the Term of this Agreement on parcels subject to this Agreement.

1.19 Development Agreement Statute. "Development Agreement Statute" means §§ 65864 through 65869.5 of the Government Code as it exists on the Effective Date.

1.20 Development Approvals. "Development Approvals" means all site-specific (meaning specifically applicable to the Property only and not generally applicable to some or all other properties within the City) plans, maps, permits, and entitlements to use of every kind and nature. Development Approvals include, but are not limited to, specific plans, site plans, tentative and final subdivision maps, vesting tentative subdivision maps, variances, zoning designations, planned unit developments, conditional use permits, grading, building and other similar permits, the site-specific provisions of general plans, environmental assessments, including environmental impact reports, and any amendments or modifications to those plans, maps, permits, assessments and entitlements. The term Development Approvals does not include rules, regulations, policies, and other enactments of general application within the City.

1.21 Development Impact Fees. "Development Impact Fees" or "DIF" means all capital improvement, development impact and related fees imposed and collected by the City. Development Impact Fees shall not include (i) fees charged by the City for the review and processing of Building Permit or Grading Permit approvals or

any other future Development Approvals and (ii) fees imposed by regional public agencies such as the "TUMF Fee" and "MSHCP Fee."

1.22 DIF In-Lieu Fee. "DIF In-Lieu Fee" means a fee payable prior to the issuance of each Building Permit in an amount equal to the lesser of (i) $4,221 or (ii) the total amount of DIFs (excluding any Drainage Fee) being charged by the City with respect to other development within the City at the time of payment.

1.23 DIF Program. "DIF Program" means the ordinances, resolutions and studies and reports pursuant to which the Development Impact Fees are initially authorized, modified periodically and implemented.

1.24 DIF Reimbursement Facilities. "DIF Reimbursement Facilities" shall mean those Public Facilities that are included in the DIF Program, as specified in Section 5.3 below.

1.25 Development Plan. "Development Plan" means the Existing Development Approvals, Future Development Approvals and Existing Land Use Regulations.

1.26 Director. "Director" means the City's Planning Director or equivalent official, and his or her designee.

1.27 Drainage Fee. "Drainage Fee" means a fee that is applicable City-wide for storm drain purposes and that has been duly adopted and authorized by the City in accordance with applicable law.

1.28 Effective Date. "Effective Date" means the date this Agreement becomes effective as set forth in Section 3.5.

1.29 Estoppel Certificate. "Estoppel Certificate" means an executed certificate in the form attached hereto as Exhibit "C."

1.30 Exaction. "Exaction" means a Dedication, payment of Development Impact Fees or other monetary contribution and/or construction of public infrastructure required to serve the Property.

1.31 Existing Development Approvals. "Existing Development Approvals" means only the Development Approvals listed on Exhibit "B."

1.32 Existing Land Use Regulations. "Existing Land Use Regulations" means those Land Use Regulations applicable to the Property in effect on the Effective Date.

1.33 Final Map. "Final Map" means an approved and filed final subdivision map pursuant to Tentative Tract 25122 or Tentative Tract 32078.

1.34 Force Majeure. "Force Majeure" shall have the meaning set forth in Section 18.2 below.

1.35 Future Development Approvals. "Future Development Approvals" means those Development Approvals applicable to the Property that are consistent with this Agreement and approved by the City after the Effective Date such as Final Maps, subdivision improvement agreements and other more detailed planning, engineering or construction approvals.

1.36 General Plan. "General Plan" means the City's General Plan as it exists on the Effective Date, and as expressly amended by future amendments applicable to the Property, if permitted, by Article 10 below.

1.37 Grading Permit. "Grading Permit" means a permit issued by the City's Building and Safety Department which allows the excavation or filling, or any combination thereof, of earth.

1.38 Index. "Index" means the index published monthly by the U.S. Department of Labor, Bureau of Labor Statistics for all urban consumers in the Los Angeles-Riverside-Orange County area.

1.39 Innocent Party. "Innocent Party" shall have the meaning set forth in Section 12.8 below.

1.40 Land Use Regulations. "Land Use Regulations" means those ordinances, laws, statutes, rules, regulations, initiatives, policies, requirements, guidelines, constraints, codes or other actions of the City which affect, govern, or apply to the Property or the implementation of the Development Plan or this Agreement. Land Use Regulations include the ordinances and regulations adopted by the City which govern permitted uses of land, density and intensity of use and the design of buildings, applicable to the Property, including, but not limited to, the General Plan, zoning ordinances, development moratoria, implementing growth management and phased development programs, ordinances establishing development exactions, subdivision and park codes, any other similar or related codes and building and improvements standards, mitigation measures required in order to lessen or compensate for the adverse impacts of a project on the environment and other public interests and concerns or similar matters.

1.41 Local Agency. "Local Agency" means any public agency authorized to levy, create or issue any form of land secured financing over all or any part of the Property, including, but not limited to, the City, Elsinore Valley Municipal Water District and the Lake Elsinore Unified School District.

1.42 Lot. "Lot" means any of the parcels legally created within the Project as a result of any approved Final Map pursuant to the Subdivision Map Act.

1.43 Mortgage. "Mortgage" means a mortgage, deed of trust, sale and leaseback arrangement or other transaction in which all, or any portion of, or any interest in, the Property is pledged as security.

1.44 Mortgagee. "Mortgagee" refers to the holder of a beneficial interest under a Mortgage.

1.45 Municipal Code. "Municipal Code" means the City's Municipal Code as it existed on the Effective Date and as it may be amended from time to time consistent with the terms of this Agreement.

1.46 Non-Defaulting Party. "Non-Defaulting Party" shall have the meaning set forth in Section 12.1 below.

1.47 Planning Commission. "Planning Commission" means the City's Planning Commission.

1.48 Property. "Property" means the Tract 25122 Property and the Tract 32078 Property, as described in Exhibit "A" hereto.

1.49 Project. "Project" means the Development of the Property pursuant to this Agreement and the Development Plan.

1.50 Public Facilities. "Public Facilities" means those public improvements set forth on Exhibit "D" attached hereto.

1.51 Reservations of Authority. "Reservation of Authority" shall have the meaning set forth in Section 10.1 below.

1.52 Subdivision Map Act. "Subdivision Map Act" means Government Code § 66412 et seq. as implemented by Title 16 of the Municipal Code.

1.53 Taxes. "Taxes" means general or special taxes, including but not limited to ad valorem property taxes, sales taxes, transient occupancy taxes, utility taxes or business taxes of general applicability citywide which do not burden the Property disproportionately to similar types of development in the City and which are not imposed as a condition of approval of a development project. Taxes do not include Development Impact Fees or Processing Fees.

1.54 Term. "Term" means that period of time during which this Agreement shall be in effect and bind the Parties, as defined in Section 3 below.

1.55 Tentative Tract 25122. "Tentative Tract 25122" means Tentative Tract Map No. 25122 originally approved by the County in January 2002.

1.56 Tentative Tract 32078. "Tentative Tract 32078" means Tentative Tract Map No. 32078 originally approved by the County in April 2006.

1.57 Tract 25122 Property. "Tract 25122 Property" means the real property subject to Tentative Tract 25122, as further described in Exhibit A hereto.

1.58 Tract 32078 Property. "Tract 32078 Property" means the real property subject to Tentative Tract 32078, as further described in Exhibit A hereto.

1.59 Zoning Ordinance. "Zoning Ordinance" means Title 17 of the Municipal Code as it existed on the Effective Date except (i) as amended by any zone change relating to the Property approved concurrently with the approval of this Agreement, and (ii) as the same may be further amended from time to time consistent with this Agreement.

2. EXHIBITS.

The following are the Exhibits to this Agreement:

Exhibit "A": Map and Legal Description of the Property

Exhibit "B": Existing Development Approvals

Exhibit "C": Estoppel Certificate

Exhibit "D": Public Facilities

Exhibit "E": Form of Joint Community Facilities Agreement

Exhibit "F": Form of Assignment and Assumption Agreement

3. TERM.

3.1 Term. The term of this Development Agreement(the "Term") shall commence on the Effective Date and shall continue for a period of not less than ten (10) years from the Commencement of Construction.

3.2 Termination Upon Completion of Construction. Except with respect to the benefits applicable to the Lot pursuant to Section 4 of this Agreement, this Agreement shall terminate with respect to any Lot, and such Lot shall be released and no longer subject to this Agreement, without the execution or recordation of any further document, when a Certificate of Occupancy has been issued for the first building on the Lot or, if no Certificate of Occupancy is issued, when the final inspection for the first building on the Lot has taken place.

3.3 Termination for Default. This Agreement may be terminated due to the occurrence of any Default in accordance with the procedures in Article 12.

3.4 Extension of the Term: The Term shall be subject to extension at the Developer's request for up to five (5) years if Final Maps have been approved for the entire Property and Building Permits have been issued for 10% of the Lots within

both the Tract 25122 Property and the Tract 32078 Property, subject to the review and approval of the City.

3.5 Effective Date. This Agreement shall become effective upon the date thirty (30) days after the adoption of the Authorizing Ordinance. If a Claim or Litigation has been filed with respect to this Agreement or the Project, then the Term of this Agreement shall be extended by the period of time from such filing until the date that the Claim or Litigation has been settled or successfully resolved in the City's favor, and the time for any further judicial review has run.

4. DEVELOPMENT OF THE PROPERTY.

4.1 Right to Develop. During the Term, the Developer shall have vested rights to Develop the Property to the full extent permitted by the Development Plan and this Agreement. Except as provided within this Agreement, the Development Plan shall exclusively control the Development of the Property (including the uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes and the design, improvement and construction standards and specifications applicable to the Project). The number of residential units authorized to be constructed hereunder is 102 dwelling units within the Tract 25122 Property and 55 dwelling units within the Tract 32078 Property. Nothing in this Agreement is intended to diminish or affect any Developer's vested rights as may be established under other applicable laws.

4.2 Right To Future Approvals. Subject to the City's exercise of its police power in accordance with the Reservations of Authority as specified in Article 10 below, the Developer shall have vested rights: (i) to receive from the City all Future Development Approvals for the Property that are consistent with, and implement, the Existing Land Use Regulations and this Agreement; (ii) not to have such approvals be conditioned or delayed for reasons which are inconsistent with the Existing Land Use Regulations or this Agreement; and (iii) to Develop the Property in a manner consistent with such approvals in accordance with the Existing Land Use Regulations and this Agreement. All Future Development Approvals for the Property shall, upon approval by the City, be vested in the same manner as provided in this Agreement for the Existing Development Approvals, for the Term of this Agreement.

4.3 Existing Development Approvals. Only those items specifically set forth on Exhibit "B" hereto are deemed Existing Development Approvals for purposes of this Agreement. Any approvals not included within Exhibit "B" shall not apply to the Project with the exception of those Reservations of Authority set forth in Article 10 below.

4.4 Later Enacted Measures. This Agreement is a legally binding contract which will supersede any initiative, measure, moratorium, statute, ordinance, or other limitation enacted after the Effective Date, except as provided in Article 10. Any such enactment which affects, restricts, impairs, delays, conditions, or otherwise impacts the implementation of the Development Plan (including the issuance of all

necessary Future Development Approvals or permits for the Project) in any way contrary to the terms and intent of this Agreement shall not apply to the Project unless otherwise provided by State law.

5. FACILITIES AND SERVICES FINANCING.

5.1 Formation of Services CFD. Subject to the provisions of this Article 5, Developers agree that following the approval of a Final Map for the Tract 25122 Property and Tract 32078 Property the City may include the Property in a CFD that is authorized to finance certain City public services costs through the levy of an annual special tax on assessor's parcels of Developed Property in an amount not to exceed $580 per dwelling unit, subject to adjustment each July 1, commencing July 1, 2013, by the percentage change in the Index for the twelve-month period ending the prior May 31, not to exceed 2%. Such special tax shall be authorized to be levied in perpetuity. Within fifteen (15) days following the approval of the first Final Map, Developers shall pay $15,000 to the City to be used for the City's costs of formation of such CFD. The inclusion of the Property in such CFD shall be in lieu of annexation of the Property into, or inclusion of the Property in, County Service Area ("CSA") Nos. 103 and 152 and LLMD No. 89-1. The Property has already been included in LLMD No. 89-1, Zone 90. The City shall take all necessary actions to detach the Property from LLMD No. 89-1 prior to the approval of the next annual Engineer's Report for LLMD No. 89-1. If the detachment has not occurred by that time, the maximum amount of the annual special tax of the CFD per dwelling unit shall be reduced by an amount equal to $32,247 divided by the number of residential lots approved in the Final Maps for the Property.

5.2 Approval of CFD Agreement. Upon Developers' request, City agrees to enter into a joint community facilities agreement with the Lake Elsinore Unified School District in substantially the form set forth in Exhibit "E" (the "CFD Agreement"). The CFD Agreement provides for the financing of public facilities through a CFD established by Lake Elsinore Unified School District encumbering the Property in satisfaction of DIFs applicable to the Development of the Property.

6. CONSTRUCTION AND COMPLETION OF PROJECT.

6.1 Timing of Development. The Parties acknowledge that the substantial public benefits to be provided by the Developers to the City pursuant to this Agreement are in consideration for, and in reliance upon, assurances that the City will permit Development of the Property in accordance with the terms of this Agreement. Accordingly, the City shall not attempt to restrict, limit or otherwise dictate the Development of the Property in any manner that would conflict with the provisions of this Agreement. The City acknowledges that the Developers 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 demand, interest rates, absorption, completion schedules and other factors, which are not within the control of the Developers or the City. In *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, the California Supreme Court held that a construction company was not

exempt from a city's growth control ordinance notwithstanding that the construction company and the city had entered into a consent judgment (tantamount to a contract under California law) establishing the company's vested rights to develop its property in accordance with the zoning. The California Supreme Court reached this result on the basis that the consent judgment failed to address the timing of development. It is the intent of the Parties to avoid the result of the Pardee case by acknowledging and providing in this Agreement that the Developers shall have the vested right to Develop the Property in such order and at such rate and at such time as the Developers deem appropriate. In addition to, and not in limitation of, the foregoing, but except as set forth in the following sentence, it is the intent of the Parties that no City moratorium or other similar limitation relating to the rate or timing of the Development of the Property or any portion thereof, whether adopted by initiative, referendum or otherwise, shall apply to the Property to the extent that such moratorium, referendum or other similar limitation is in conflict with this Agreement. Notwithstanding the foregoing, the Developers acknowledge that nothing herein is intended or shall be construed as (i) overriding any provision of the Existing Land Use Regulations relating to the phasing of Development of the Property; or (ii) restricting the City from exercising the Reservations of Authority described in Article 10 of this Agreement to regulate Development of the Property.

6.2 Public Improvements. The City shall not condition any Future Development Approvals to require a Developer to Dedicate land, and/or to construct the public infrastructure other than the Public Facilities. In addition to the Public Facilities, however, Developers agree that, unless the work has previously been completed by the City or another landowner, in connection with the Developers' half-width improvements to McVicar Street required by the Conditions of Approval of Tentative Tract 25122, Developer shall also grind and overlay any additional existing pavement in McVicar Street along the Project frontage.

7. FEES, TAXES AND ASSESSMENTS.

7.1 Development Impact Fees. The City shall charge and impose only those exactions, mitigation measures and conditions, including, without limitation, Dedications as are set forth in the Existing Land Use Regulations, the DIF In-Lieu Fee and the Drainage Fee. Developer's payment of the DIF In-Lieu Fee shall fully satisfy and be in lieu of any and all DIFs that could be imposed with respect to the Property in the absence of this Agreement. In addition, the Developer shall pay all applicable regional impact fees imposed by regional agencies that apply to the Property, including, but not limited to, TUMF, MSHCP, ADP and K-RAT fees. Developers reserve the right to oppose any such regional agency's imposition of such fees.

7.2 Drainage Fees. In addition to the DIF In-Lieu Fee, the City may charge and impose upon the Project a Drainage Fee provided it has been adopted and is in effect prior to the Developer's request for the first Certificate of Occupancy within the Property. The Drainage Fee shall be payable prior to the issuance of each Certificate of Occupancy.

7.3 Public Benefit**.** The parties acknowledge and agree that this Agreement confers private benefits on the Developer that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on the Developer by imposition of the Development Agreement Fee set forth in Section 7.4 hereof. City acknowledges, as partial consideration for this Agreement, the Development Agreement Fee will be payable by Developer as provided in section 7.4 hereof which fee will be utilized to further mitigate the impacts of the Project.

7.4 Development Agreement Fee**.** Developer shall pay to City a Development Agreement Fee equal to $180.00 for each single-family housing unit constructed on the Property. The Development Agreement Fee shall be payable prior to the issuance of a Certificate of Occupancy for each housing unit within the Project.

8. PROCESSING OF REQUESTS AND APPLICATIONS: OTHER GOVERNMENT PERMITS.

8.1 Processing. In reviewing any discretionary Future Development Approvals, the City may impose only those conditions, exactions, and restrictions that are allowed by the Development Plan and this Agreement. Upon satisfactory completion by the Developer of all required preliminary actions, meetings, submittal of required information and payment of appropriate Processing Fees, if any, the City shall promptly commence and diligently proceed to complete all required steps necessary for the implementation of this Agreement and the Project in accordance with the Existing Land Use Regulations. In this regard, the Developer, in a timely manner, will provide the City with all documents, applications, plans and other information necessary for the City to carry out its obligations hereunder and will cause the Developer's planners, engineers and all other consultants to submit in a timely manner all required materials and documents therefor. It is the express intent of this Agreement that the parties cooperate

and diligently work to implement any zoning or other land use, site plan, subdivision, grading, building or other approvals for the Project in accordance with the Development Plan.

8.2 Additional Inspectors and Plan Checkers. In the event that the Developer requests it, the City shall permit overtime, including both additional days and hours, for inspections and plan checking at the Developer's expense. In the event that the City is unable to provide inspectors or plan checkers capable of meeting the demand for inspections or plan checks required for the Project in a timely fashion, the City shall, if requested to do so by the Developer and at the Developer's expense, employ additional private entities or persons to perform such services.

8.3 Tentative Subdivision Maps. The City hereby extends the expiration date of Tentative Tract 32078 to April 25, 2019. Nothing herein shall preclude the further extension of such expiration date by operation of state law, as applicable at the time of map expiration.

8.4 Multiple Final Subdivision Maps. The Developer may file as many Final Maps as it deems appropriate in its sole and absolute discretion.

8.5 Other Governmental Permits. The City shall cooperate with the Developer in its efforts to obtain other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the Development of, or provision of services to, the Project.

8.6 Local Agency Coordination. The City and Developers shall cooperate and use reasonable efforts in coordinating the implementation of the Project with other Local Agencies, if any, having jurisdiction over the Property or the Project.

9. AMENDMENT AND MODIFICATION OF DEVELOPMENT AGREEMENT.

9.1 Initiation of Amendment. Either Party may propose an amendment to this Agreement.

9.2 Procedure. Except as set forth in Section 9.4 below, the procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure required for entering into this Agreement in the first instance, and meet the requirements of the Development Agreement Statute § 65867.

9.3 Consent. Except as expressly provided in this Agreement, no amendment to all or any provision of this Agreement shall be effective unless set forth in writing and signed by duly authorized representatives of each of the Parties hereto and recorded in the Official Records of Riverside County. In the event that such amendment affects only a portion of the Property, such amendment may be agreed to by the City and the Developers.

9.4 Minor Modifications.

9.4.1 Flexibility Necessary. The provisions of this Agreement require a close degree of cooperation between the City and the Developers. Implementation of the Project may require minor modifications of the details of the Development Plan and affect the performance of the Parties under this Agreement. The anticipated refinements to the Project may demonstrate that clarifications to this Agreement and the Development Plan are appropriate with respect to the details of performance of the City and the Developers. The Parties desire to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. Therefore, non-substantive and procedural modifications of the Development Plan pursuant to this Section 9.4 shall not require modification of this Agreement and may be approved in writing by the City Manager.

9.4.2 Non-Substantive Changes. A modification will be deemed non-substantive and/or procedural if it does not:

9.4.2.1 Alter the permitted uses of the Property as a whole;

9.4.2.2 Increase the density or intensity of use of the Property as a whole;

9.4.2.3 Increase the maximum height and size of permitted buildings by more than fifteen percent (15%); or

9.4.2.4 Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole and in a manner that will result in significant public health and safety impacts.

9.4.3 Hearing Rights Protected. Notwithstanding the foregoing, City will process any change to this Agreement consistent with state law and will hold public hearings thereon if so required by state law and the Parties expressly agree nothing herein is intended to deprive any party or person of due process of law.

9.5 Effect of Amendment to Development Agreement. Except as expressly set forth in any such amendment, an amendment to this Agreement will not alter, affect, impair, modify, waive, or otherwise impact any other rights, duties, or obligations of either Party under this Agreement.

10. RESERVATIONS OF AUTHORITY.

10.1 Limitations, Reservations and Exceptions. Notwithstanding anything to the contrary set forth hereinabove, in addition to the Existing Land Use Regulations, only the following Land Use Regulations adopted by City hereafter shall apply to and govern the Project ("Reservation of Authority"):

10.1.1 Future Regulations. Future Land Use Regulations which (i) are not in conflict with the Existing Land Use Regulations, (ii) would be applicable

under the Development Agreement Statute (§ 65866); or (iii) are in conflict with the Existing Land Use Regulations but the application of which to the Project has been consented to in writing by Developers.

10.1.2 State and Federal Laws and Regulations. Where state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement the Parties shall meet and confer in order to mutually determine and implement modifications to, or the suspension of, those provisions of the Agreement as may be necessary to comply with such state or federal laws and regulations in the manner that has the least negative impact on the Development Plan and Developer's rights and benefits under this Agreement.

10.1.3 Public Health and Safety/Uniform Codes.

10.1.3.1 Adoption Automatic Regarding Uniform Codes. This Agreement shall not prevent the City from adopting future Land Use Regulations or amending Existing Land Use Regulations which are uniform codes and are based on recommendations of a multi-state professional organization and become applicable throughout the City, such as, but not limited to, the Uniform Building, Electrical, Plumbing, Mechanical, or Fire Codes.

10.1.3.2 Adoption Regarding Public Health and Safety/Uniform Codes. This Development Agreement shall not prevent the City from adopting future Land Use Regulations respecting public health and safety to be applicable throughout the City, including the Property, which directly result from findings by the City that failure to adopt such future Land Use Regulations would result in an imminent significant and unanticipated condition injurious or detrimental to the public health and safety and that the application of such future Land Use Regulations to the Property are the only reasonable means to correct or avoid such condition as to the Property.

10.1.4 Amendments to Codes for Local Conditions. Notwithstanding the foregoing, no construction within the Project shall be subject to any provision in any of the subsequent Uniform Construction Codes, adopted by the State of California, but modified by the City to make it more restrictive than the provisions of the Uniform Construction Codes that previously applied to the Project, notwithstanding the fact that the City has the authority to adopt such more restrictive provision pursuant to the California Building Standards Law, including, but not limited to, Health and Safety Code § 18941.5.

10.2 Fees, Taxes and Assessments. Notwithstanding any other provision herein to the contrary, the City retains the right (i) to impose or modify processing fees, (ii) to impose or modify business licensing or other fees pertaining to the operation of businesses, (iii) to impose or modify Taxes that apply City-wide such as utility taxes, sales taxes and transient occupancy taxes and (iv) to impose or modify

user fees and charges for City services such as electrical utility charges, water rates, and sewer rates.

11. PERIODIC REVIEW.

11.1 City Process. The City shall periodically review this Agreement in accordance with Section 4 of the City Development Agreement Resolution.

11.2 Estoppel Certificate. If at the conclusion of the periodic review, the City finds that the Developer is in substantial compliance with this Agreement, the City shall upon the Developer's request, issue an Estoppel Certificate to the Developer.

11.3 Failure to Conduct Periodic Review. The failure of the City to conduct its periodic review shall not be a Developer Default unless Developer fails to cooperate in providing necessary information.

12. DEFAULT, REMEDIES AND TERMINATION.

12.1 Rights of Non-Defaulting Party after Default. The Parties acknowledge that all Parties shall have hereunder all legal and equitable remedies as provided by law following the occurrence of a Default or to enforce any covenant or agreement herein except as provided in Section 12.2 below. Before this Agreement may be terminated or action may be taken to obtain judicial relief the Party seeking relief ("Non-Defaulting Party") shall comply with the notice and cure provisions of this Article 12.

12.2 No Recovery for Monetary Damages. The nature of a Development Agreement under the Development Agreement Statute is a very unusual contract involving promoting a very large development project facing many complex issues including geologic, environmental, finance, market, regulatory and other constantly evolving factors over an extremely long time frame. The high level of uncertainty and risk involved justify the extraordinary commitments made to the Developers. However, the original persons representing the parties and approving the transaction are only likely to be involved with the Project for a limited time in comparison to the over-all life of the Project.

As part of the bargained for consideration for this Agreement, the Parties agree that any action or proceeding to cure, correct or remedy any Default or to enforce any covenant or promise herein shall be limited solely and exclusively to those remedies expressly provided herein. City and Developers may institute legal or equitable proceedings to cure, correct or remedy any Default, or to enforce any covenant or promise herein, enjoin any threatened or attempted violation, or enforce by specific performance, declaratory relief or writ of mandate the obligations and rights of the Parties hereto. In no event shall Developers or City, or any of their officers, agents, representatives, officials, employees or insurers, be liable to Developers or City for damages for any breach or violation of this Agreement. The enforceability and validity of the above limitations on the remedies available to the Parties, including, without limitation, the specific provision prohibiting the recovery of damages, is part of the

bargained for, negotiated consideration for the City's agreement to enter into this Agreement, and it is acknowledged that the City would not have entered this Agreement if it were to be liable in damages under this Agreement. In the event Developers seek or accept damages in any action or proceeding brought for breach or violation of this Agreement or to enforce any provision hereof, such award shall destroy the consideration supporting the City's agreement to enter into this Agreement, and shall, in turn, entitle the City to immediately impose whatever terms, conditions, ordinances, fees and/or exactions the City deems appropriate, and further shall entitle the City, at its option, to undertake to revoke any entitlements granted pursuant to this Agreement, irrespective of any provision to the contrary contained herein. Accordingly, the remedy of monetary damages is not available to any Party except as provided in subsections 12.3.1 and 12.3.2 below.

For purposes of enforcement, stated positively, the Parties shall have the equitable remedies of specific performance, injunctive and declaratory relief, or a mandate or other action determining that the City has exceed its authority, and similar remedies, other than recovery of monetary damages, to enforce their rights under this Agreement. The Parties shall have the right to recover their attorney fees and costs pursuant to Section 18.9 in such action. Moreover, the Developer shall have the right to a public hearing before the City Council before any Developer Default can be established under this Agreement, as provided in Section 12.6.

12.3 Recovery of Monies Other Than Damages.

12.3.1 Restitution of Improper Exactions and Withheld Reimbursement. In the event any Exactions, whether monetary or through the provision of land, good or services, are imposed on the Project other than those authorized pursuant to this Agreement, or if any DIF credit or reimbursement is improperly denied, withheld or reduced by the City, the Developer shall be entitled to recover from City restitution of all such improperly assessed Exactions or improperly denied, withheld or reduced DIF credit or reimbursement, either in kind or the value in lieu of the Exaction, credit or reimbursement, together with interest thereon at the lesser of (i) five percent (5%) per annum, or (ii) the maximum rate provided by law per year from the date such Exactions were provided to City to the date of restitution.

12.3.2 Monetary Default. In the event the Developer fails to perform any monetary obligation under this Agreement, City may sue for the payment of such sums to the extent due and payable. The Developer shall pay interest thereon at the lesser of: (i) five percent (5%) per annum, or (ii) the maximum rate permitted by law, from and after the due date of the monetary obligation until payment is actually received by the City.

12.4 Compliance with the Claims Act. Compliance with this Article 12 shall constitute full compliance with the requirements of the Claims Act, Government Code § 900 *et seq*., pursuant to Government Code § 930.2 in any action brought by the Developer.

12.5 Notice and Opportunity to Cure. Subject to Section 12.6.1, a Non-Defaulting Party in its discretion may elect to declare a Default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other Party ("Defaulting Party") to perform any material duty or obligation of the Defaulting Party under the terms of this Agreement. However, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by the Defaulting Party to cure such breach or failure ("Default Notice"). The Defaulting Party shall be deemed in Default under this Agreement, if the breach or failure can be cured, but the Defaulting Party has failed to take such actions to cure such Default within thirty (30) days after the date of receipt of such notice or ten (10) days thereafter for monetary defaults (or such lesser time as may be specifically provided in this Agreement). However, if a non-monetary Default cannot be cured within such thirty (30) day period, and if and, as long as the Defaulting Party does each of the following:

A. Notifies the Non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted Default is not curable within the thirty (30) day period;

B. Notifies the Non-Defaulting Party of the Defaulting Party's proposed cause of action to cure the Default;

C. Promptly commences to cure the Default within the thirty (30) day period;

D. Makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure; and

E. Diligently prosecutes such cure to completion, and

Then the Defaulting Party shall not be deemed in Default of this Agreement.

Notwithstanding the foregoing, the Defaulting Party shall be deemed in Default under this Agreement if the breach or failure involves the payment of money but the Defaulting Party has failed to completely cure the monetary Default within ten (10) days (or such lesser time as may be specifically provided in this Agreement) after the date of such notice.

12.6 Dispute Resolution.

12.6.1 Meet and Confer. Prior to any Party issuing a Default Notice hereunder (other than a Default Notice respecting a monetary Default), the Non-Defaulting Party shall inform the Defaulting Party either orally or in writing of the Default and request a meeting to meet and confer over the alleged Default and how it might be corrected. The Parties through their designated representatives shall meet within ten (10) days of the request therefore. The Parties shall meet as often as may be necessary to correct the conditions of Default, but after the initial meeting either Party may also terminate the meet and confer process and proceed with the formal Default Notice.

12.6.2 Termination Notice. Upon receiving a Default Notice, should the Defaulting Party fail to timely cure any Default, or fail to diligently pursue such cure as prescribed above, the Non-Defaulting Party may, in its discretion, provide the Defaulting Party with a written notice of intent to terminate this Agreement and other agreements ("Termination Notice"). The Termination Notice shall state that the Non-Defaulting Party will elect to terminate the Agreement and such other agreements as the Non-Defaulting Party elects to terminate within thirty (30) days and state the reasons therefor (including a copy of any specific charges of Default) and a description of the evidence upon which the decision to terminate is based. Once the Termination Notice has been issued, the Non-Defaulting Party's election to terminate any agreements will only be waived or resolved (i) if the Defaulting Party fully and completely cures all Defaults prior to the date of termination, (ii) pursuant to Section 12.6.3 below or (iii) if the Non-Defaulting Party elects to revoke the Termination Notice.

12.6.3 Hearing Opportunity Prior to Termination. Prior to any termination by the City, a termination hearing shall be conducted as provided herein ("Termination Hearing"). The Termination Hearing shall be scheduled as an open public hearing item at a regularly-scheduled City Council meeting within thirty (30) days of the Termination Notice, subject to any legal requirements including but not limited to the Ralph M. Brown Act, Government Code Sections 54950-54963. At said Termination Hearing, the Defaulting Party shall have the right to present evidence to demonstrate that it is not in Default and to rebut any evidence presented in favor of termination. Based upon substantial evidence presented at the Termination Hearing, the Council may, by adopted resolution, act as follows:

A. Decide to terminate this Agreement.

B Determine that the alleged Defaulting Party is innocent of a default and, accordingly, dismiss the Termination Notice and any charges of Default; or

C. Impose conditions on a finding of Default and a time for cure, such that Defaulting Party's fulfillment of said conditions will waive or cure any Default.

Nothing herein shall vest authority in the City Council to unilaterally change any material provision of the Agreement.

Following the decision of the City Council, any Party dissatisfied with the decision may seek judicial relief consistent with this Article 12.

12.7 Waiver of Breach. By not challenging any Development Approval within 180 days of the action of City enacting the same, the Developer shall be deemed to have waived any claim that any condition of approval is improper or that the action, as approved, constitutes a breach of the provisions of this Agreement. By recordation of a final Subdivision Map on any portion of the Property, the Developer shall be deemed to have waived any claim that any condition of approval of such final Subdivision Map is improper or that the condition of approval constitutes a breach of the provisions of this Agreement.

12.8 Limitations on Defaults. Notwithstanding any provision in this Agreement to the contrary, a Default by one Developer shall not constitute a Default by any other Developer of a different portion of the Property, (an "Innocent Party"). Likewise, a Default by a Developer with respect to a Lot (or group of Lots) it owns or leases shall not constitute a Default by an Innocent Party, nor shall the Default by another Developer of a portion of the Property not owned by an Innocent Party constitute a Default of the Innocent Party. Therefore, (i) no Innocent Party shall have any liability to the City for, or with respect to, any Default by another Developer, and (ii) the City's election to terminate this Agreement as a result of a Default by a Developer shall not result in a termination of this Agreement with respect to either (x) any portion of the Property not owned by such Developer or (y) those Lots owned or leased by an Innocent Party until such time that this Agreement would otherwise terminate in accordance with its terms.

12.9 Venue. In the event of any judicial action, venue shall be in the Superior Court of Riverside County.

13. ASSIGNMENT.

13.1 General. A Developer shall not transfer this Agreement or any of the Developer's rights hereunder, directly or indirectly, voluntarily or by operation of law, unless and until the successor party and Developer sign and deliver to the City an assignment and assumption agreement, in the form attached hereto as Exhibit "F," pursuant to which the successor party shall assume such obligations. The transferee's and Developer's execution of the assignment and assumption agreement shall be deemed to release the Developer of liability for performance under this Agreement of the obligations specified in such assignment and assumption agreement and the City shall thereafter look solely to that transferee for compliance with this Agreement with respect to such obligations and the portion of the Property so transferred, provided that the Developer shall not be released from liability for any Defaults on its part existing at the time of execution of the assignment and assumption agreement.

Notwithstanding any provision of this Agreement to the contrary, City approval shall not be required for the transfer of any portion of the Property under this Agreement.

13.2 Subject to Terms of Agreement. Following any such transfer or assignment of any of the rights and interests of the Developer under this Agreement, in accordance with Section 13.1 above, the exercise, use and enjoyment of such rights and interests shall continue to be subject to the terms of this Agreement to the same extent as if the assignee or transferee were the Developer.

13.3 Termination of Agreement With Respect to Individual Lots. Notwithstanding any provisions of this Agreement to the contrary and as provided in Section 3.2 above, this Agreement shall terminate as to any single-family residential Lot which has been finally subdivided and improved with all required public improvements and which is individually (and not in "bulk") sold or otherwise conveyed to an owner-user and thereupon, and without the execution or recordation of any further document or instrument, such Lot shall be released from and no longer be subject to the provisions of this Agreement. In addition, this Agreement shall terminate as to any Lot or other portion of the Property that is sold or otherwise conveyed to a Local Agency or public utility.

14. RELEASES AND INDEMNITIES.

14.1 Third-Party Litigation.

14.1.1 Non-liability of City. As set forth above, the City has determined that this Agreement is consistent with the General Plan and that the General Plan and Development Approvals meets all of the legal requirements of State law. The Parties acknowledge that:

A. In the future there may be challenges to legality, validity and adequacy of the General Plan, the Development Approvals and/or this Agreement; and

B. If successful, such challenges could delay or prevent the performance of this Agreement and the Development of the Property.

In addition to the other provisions of this Agreement, including, without limitation, the provisions of this Article 14, neither Party shall have liability under this Agreement for any failure of the City to perform under this Agreement or the inability of the Developer to Develop the Property as contemplated by the Development Plan or this Agreement as the result of a judicial determination resulting from a Claim or Litigation that on the Effective Date, or at any time thereafter, the General Plan, the Land Use Regulations, the Development Approvals, this Agreement, or portions thereof, are invalid or inadequate or not in compliance with law.

14.1.2 Revision of Land Use Restrictions. If, for any reason, the General Plan, Land Use Regulations, Development Approvals, this Agreement or any part thereof is hereafter judicially determined, as provided above, to not be in

compliance with the State or Federal Constitution, laws or regulations and, if such noncompliance can be cured by an appropriate amendment thereof otherwise conforming to the provisions of this Agreement, then this Agreement shall remain in full force and effect to the extent permitted by law. The Development Plan, Development Approvals and this Agreement shall be amended, as necessary and as agreed by the Parties, in order to comply with such judicial decision.

14.1.3 Participation in Litigation: Indemnity. The Developers shall indemnify, protect and defend the City and its elected boards, commissions, officers, agents and employees (each, an "Agent") and will hold and save them and each of them harmless from any and all Claims or Litigation (including but not limited to reasonable attorneys' fees and costs) against the City and/or Agent for any such Claims or Litigation and shall be responsible for any judgment arising therefrom. The City shall provide the Developers with notice of the pendency of such action and shall request that the Developers defend such action. The Developers may select legal counsel providing the Developers' defense and it is expressly agreed that the City shall have the right to approve separate legal counsel providing the City's defense. The Developers shall reimburse City for any reasonable attorneys' fees, costs and expenses directly and necessarily incurred by the City in the course of the defense. Developer agrees that City will forward monthly invoices to Developers for attorneys' fees, costs and expenses it has incurred related to its defense of any Claim or Litigation and Developer agrees to timely payment within thirty (30) days of receipt of the invoice. Developer agrees to post adequate security or a cash deposit with City in an amount to cover the City's reasonably estimated attorneys' fees, costs and expenses incurred by City in the course of the defense in order to ensure timely payment of the City's invoices. The amount of the security or cash deposit shall be reasonably determined by the City. City shall cooperate with Developers in the defense of any Claim or Litigation.

The Developers' obligation to pay the cost of the action, including judgment, shall extend until judgment. After judgment in a trial court, the Parties may mutually agree as to whether any appeal will be taken or defended. The Developers shall have the right, within the first 30 days of the service of the complaint or judgment in a trial court, in their sole and absolute discretion, to determine they do not want to defend any litigation, or appeal any judgment, attacking this Agreement or the Development Approvals in which case the City shall allow the Developers to settle the litigation on whatever terms the Developers determine, in their sole and absolute discretion, but Developers shall confer with City before acting and cannot bind City. In that event, the Developers shall be liable for any costs incurred by the City up to the date of settlement but shall have no further obligation to the City beyond the payment of those costs. In the event of an appeal, or a settlement offer, the Parties shall confer in good faith as to how to proceed.

14.2 Survival of Indemnity Obligations. All indemnity provisions set forth in this Agreement shall survive termination of this Agreement for any reason other than the City's Default.

15. EFFECT OF AGREEMENT ON TITLE.

15.1 Covenant Run with the Land. Subject to the provisions of Sections 14 and 18 and pursuant to the Development Agreement Statute (§ 65868.5):

A. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring any rights or interests in the Property, or any portion thereof, whether by operation of laws or in any manner whatsoever and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns;

B. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law; and

C. Each covenant to do or refrain from doing some act on the Property hereunder (i) is for the benefit of and is a burden upon every portion of the Property, (ii) runs with such lands, and (iii) is binding upon each Party and each successive Developer during its ownership of such properties or any portion thereof, and each person having any interest therein derived in any manner through any Developer of such lands, or any portion thereof, and each other person succeeding to an interest in such lands.

16. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION.

16.1 Non-liability of City Officers and Employees. No official, agent, contractor, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any Default or breach by the City or for any amount which may become due to the Developer or to its successor, or for breach of any obligation of the terms of this Agreement.

16.2 Conflict of Interest. No officer or employee of the 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 the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any state statute or regulation.

17. MORTGAGEE PROTECTION.

17.1 No Encumbrances Except Mortgages to Finance the Project. Mortgages required for any reasonable method of financing of the Project are permitted but only for the following: (i) for the purpose of securing loans of funds used or to be used for financing the acquisition of a separate Lot(s) or parcel(s), (ii) for the construction of improvements thereon, in payment of interest and other financing costs, and (iii) for any other expenditures necessary and appropriate to Development of the

Property under this Agreement, or for restructuring or refinancing any for same. No map permitted herein, even if for financing purposes, shall permit financing for other than purposes of developing the Project solely.

17.2 Developer's Breach Not Defeat Mortgage Lien. A Developer's breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render void the lien of any Mortgage made in good faith and for value but, unless otherwise provided herein, the terms, conditions, covenants, restrictions, easements, and reservations of this Agreement shall be binding and effective against the holder of any such Mortgage whose interest is acquired by foreclosure, trustee's sale or otherwise.

17.3 Holder Not Obligated to Construct or Complete Improvements. The holder of any Mortgage shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

17.4 Notice of Default to Mortgagee. Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer hereunder, the City shall at the same time deliver a copy of such notice or demand to each holder of record of any Mortgage who has previously made a written request to the City therefor, or to the representative of such lender as may be identified in such a written request by the lender. No notice of default shall be effective as to the holder unless such notice is given.

17.5 Right to Cure. Each holder of a Mortgage (insofar as the rights of City are concerned) shall have the right, at its option, within ninety (90) days (or fifteen (15) days in the case of a monetary Default) after the receipt of the notice, one hundred twenty (120) days (or fifteen (15) days in the case of a monetary Default) after the Developer's cure rights have expired, or (only in the case of a non-monetary Default) ninety (90) days after it has acquired possession of the Property, whichever is later, to:

A. Obtain possession, if necessary, and to commence and diligently pursue the cure until the same is completed, and

B. Add the cost of said cure to the security interest debt and the lien or obligation on its security interest;

provided that, in the case of a Default which cannot with diligence be remedied or cured within such cure periods referenced above in this Section 17.5, such holder shall have additional time as reasonably necessary to diligently remedy or cure such Default.

In the event there is more than one such Mortgage holder, the right to cure or remedy a breach or Default of the Developer under this Section shall be exercised by the holder first in priority or as the holders may otherwise agree among themselves, but

there shall be only one exercise of such right to cure and remedy a breach or Default of the Developer under this Section.

No Mortgage holder shall undertake or continue the construction or completion of the improvements (beyond the extent necessary to preserve or protect the improvements or construction already made) without first having expressly assumed the Developer's obligations to the City by written agreement satisfactory to City with respect to the Project or any portion thereof in which the holder has an interest. The Mortgage holder must agree to complete, in the manner required by this Agreement, the improvements to which the lien or title of such holder relates, and submit evidence satisfactory to the City that it has the qualifications and financial responsibility necessary to perform such obligations.

18. MISCELLANEOUS.

18.1 Estoppel Certificates. Either Party (or a Mortgagee under Article 17) may at any time deliver written notice to the other Party requesting an Estoppel Certificate stating:

A. the Agreement is in full force and effect and is a binding obligation of the Parties;

B. the Agreement has not been amended or modified either orally or in writing or, if so amended, identifying the amendments; and

C. there are no existing Defaults under the Agreement to the actual knowledge of the party signing the Estoppel Certificate.

A Party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting Party within thirty (30) days after receipt of the request. The Director may sign Estoppel Certificates on behalf of the City. An Estoppel Certificate may be relied on by assignees and Mortgagees. The Estoppel Certificate shall be substantially in the same form as Exhibit "C."

18.2 Force Majeure. The time within which the Developer or the City shall be required to perform any act (other than the payment of money) under this Agreement shall be extended by a period of time equal to the number of days during which performance of such act is delayed due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, natural disasters, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions on priority, initiative or referendum, moratoria, processing with governmental agencies other than the City, unusually severe weather, third party litigation as described in Section 14.1 above, or any other similar causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if written notice by the party claiming such extension is sent to the other Party within thirty (30) days of

knowledge of the commencement of the cause. Any act or failure to act on the part of a Party shall not excuse performance by that Party.

18.3 Interpretation.

18.3.1 Construction of Development Agreement. The language of this Agreement shall be construed as a whole and given its fair meaning. The captions of the sections and subsections are for convenience only and shall not influence construction. This Agreement shall be governed by the laws of the State of California. This Agreement shall not be deemed to constitute the surrender or abrogation of the City's governmental powers over the Property.

18.3.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and this Agreement supersedes all previous negotiations, discussions, and agreements between the Parties. No parol evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement.

18.3.3 Recitals. The recitals in this Agreement constitute part of this Agreement and each Party shall be entitled to rely on the truth and accuracy of each recital as an inducement to enter into this Agreement.

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

18.4 Severability. If any provision of this Agreement is adjudged invalid, void or unenforceable, that provision shall not affect, impair, or invalidate any other provision, unless such judgment affects a material part of this Agreement in which case the parties shall comply with the procedures set forth in Section 14.1.2 above.

18.5 Joint and Several Obligations. All obligations and liabilities of the Developer hereunder shall be joint and several among the Developers except they specifically relate to a portion of the Property owned by a Developer, in which case they shall only be obligations and liabilities of the Developer landowner.

18.6 No Third Party Beneficiaries. The only Parties to this Agreement are the Developers and the City and their successor and assigns. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person whatsoever.

18.7 Notice.

18.7.1 To Developer. Any notice required or permitted to be given by the City to the Developers under this Agreement shall be in writing and delivered personally to the Developers or mailed, with postage fully prepaid, registered or certified mail, return receipt requested, addressed as follows:

CV Wildomar, LLC and CV Communities, LLC
c/o CV Communities, LLC
1900 Quail Street
Newport Beach, CA 92660
Attention: Adam Smith

With a copy to:

John P. Yeager, Esq.
O'Neil, LLP
19900 MacArthur Blvd., Suite 1050
Irvine, CA 92612

or such other address as a Developer may designate in writing to the City.

18.7.2 To the City. Any notice required or permitted to be given by the Developer to the City under this Agreement shall be in writing and delivered personally to the City Clerk or mailed with postage fully prepaid, registered or certified mail, return receipt requested, addressed as follows:

City of Wildomar
23873 Clinton Keith Road
Wildomar, CA 92595
Attention: City Manager

With a copy to:

Burke, Williams & Sorensen LLP
2280 Market Street, Suite 300
Riverside, CA 92501-2121
Attention: Wildomar City Attorney

or such other address as the City may designate in writing to the Developer.

Notices provided pursuant to this Section shall be deemed received at the date of delivery as shown on the affidavit of personal service or the Postal Service receipt.

18.8 Relationship of Parties. It is specifically understood and acknowledged by the Parties that the Project is a private development, that no Party is acting as the agent of any other Party 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. The only relationship between the City and the Developers is that of a government entity regulating the development of private property and the owner of such private property.

18.9 Attorney's Fees. If any Party to this Agreement is required to initiate or defend litigation against another Party, 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 attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and, in addition, a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to a final judgment.

18.10 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement. Upon the request of a Party at any time, the other Party or Parties shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

18.11 Time of Essence. Time is of the essence in:

A. the performance of the provisions of this Agreement as to which time is an element; and

B. the resolution of any dispute which may arise concerning the obligations of the Developer and the City as set forth in this Agreement.

18.12 Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by another Party, or the failure by a Party to exercise its rights upon the Default of another 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.

18.13 Execution.

18.13.1 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.

18.13.2 Recording. The City Clerk shall cause a copy of this Agreement to be executed by the City and recorded in the Official Records of Riverside County no later than ten (10) days after the Effective Date (Government Code § 65868.5). The recordation of this Agreement is deemed a ministerial act and the failure of the City to record the Agreement as required by this Section and the Development Agreement Statute does not make this Agreement void or ineffective.

18.13.3 Authority to Execute. 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 sign and deliver this Agreement on behalf of the Party he or she represents, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, (iv) the entering into of this

Agreement does not violate any provision of any other agreement to which the Party is bound and (v) there is no litigation or legal proceeding which would prevent the Parties from entering into this Agreement.

18.14 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and Developers. The anticipated refinements to the Project may demonstrate that clarifications to this Agreement and the Development Approvals are appropriate with respect to the implementation of this Agreement and the Development Approvals. If, when, and as it becomes necessary or appropriate to take implementing actions or make such changes, adjustments or clarifications the Parties may effectuate such actions, changes, adjustments or clarifications through an operating memorandum ("Operating Memorandum") approved by the Parties in writing which references this Section 18.14. Such Operating Memorandum shall not require public notices and hearings or an amendment to this Agreement unless it is required by Article 9 above. The Director shall be authorized, after consultation with and approval of Developer, to determine whether a requested adjustment, clarification or implementing action (i) may be effectuated pursuant to this Section 18.14 and is consistent with the intent and purpose of this Agreement and the Development Approvals or (ii) is of the type that would constitute an amendment to this Agreement and thus would require compliance with the provisions of Article 9 above. Any such Operating Memorandum must be approved by the City Council before becoming effective.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the City and the Developer have executed this Agreement on the date first above written.

CITY OF WILDOMAR

By: _____

Name: _____

Title: _____

ATTEST

_____

City Clerk

APPROVED AS TO FORM

_____

City Attorney

"DEVELOPER"

CV WILDOMAR , LLC, a Delaware limited liability company

By: CV Communities, LLC, a Delaware limited liability company, its sole member

By: _____
August Belmont, President

By: _____
Adam Smith, Vice President

CV COMMUNITIES, LLC, a Delaware limited liability company

By: _____
August Belmont, President

By: _____
Adam Smith, Vice President

STATE OF CALIFORNIA)
) Ss
COUNTY OF)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are 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.

Notary Public

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are 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.

Notary Public

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

TRACT 25122 PROPERTY

REAL PROPERTY IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1: (APN: 380-080-012-6)

PARCEL "A" AS SHOWN ON LOT LINE ADJUSTMENT LLA NO. 4497, AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCEL 1, PARCEL 2, AND PARCEL 3 AND A PORTION OF LOT "B" OF PARCEL MAP 8725 RECORDED IN BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF PARCEL 1 AS SHOWN ON SAID PARCEL MAP NO. 8725, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF PARCEL 7070-31 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 103 ON PAGES 13 THROUGH 15 IN THE OFFICE OF RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 7070-31 OF SAID RECORD OF SURVEY 103/13-15, SOUTH 37° 07' 15" WEST, A DISTANCE OF 62.65 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT "B" OF PARCEL MAP NO. 8725;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT "B" OF PARCEL MAP NO. 8725, NORTH 49° 16' 18" WEST, A DISTANCE OF 14.03 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT "B" AS SHOWN ON PARCEL MAP NO. 8725;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT "B" OF PARCEL MAP NO. 8725, NORTH 37° 07' 15" EAST, A DISTANCE OF 260.00 FEET TO A POINT ON SAID NORTHWESTERLY LINE OF SAID LOT "B" OF PARCEL MAP NO. 8725;

THENCE LEAVING SAID NORTHWESTERLY LINE OF SAID LOT "B" OF PARCEL MAP NO. 8725, SOUTH 52° 34' 35" EAST, A DISTANCE OF 133.89 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 47.00 FEET HAVING A RADIAL BEARING OF NORTH 61°
06' 29" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41° 35' 15", A DISTANCE OF 34.11 FEET;

THENCE SOUTH 70° 28' 46" EAST, A DISTANCE OF 35.84 FEET TO A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 100.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 25' 55", A DISTANCE OF 74.06 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 70.00 FEET AND A RADIAL BEARING OF NORTH 61° 57' 09" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61° 58' 33", A DISTANCE OF 75.72 FEET TO A POINT WITH A RADIAL BEARING OF NORTH 00° 01' 24" WEST; THENCE SOUTH 53° 06' 05" EAST, A DISTANCE OF 160.45 FEET TO A POINT ON THE WESTERLY LINE OF PARCEL 7077-1A AS SHOWN ON SAID RECORD OF SURVEY FILED IN BOOK 103/13-15, SAID POINT ON A NON-TANGENT CURVE WITH A RADIUS OF 341.00 FEET AND A RADIAL BEARING OF NORTH 57° 53' 39" WEST;

THENCE ALONG SAID WESTERLY LINE OF PARCEL 7077-1A THROUGH A CENTRAL ANGLE OF 38° 30' 09", A DISTANCE OF 229.15 FEET TO A POINT WITH A RADIAL BEARING NORTH 83° 36' 12" EAST;

THENCE CONTINUING ALONG SAID WESTERLY LINE OF PARCEL 7077-1A OF SAID RECORD OF SURVEY FILED IN BOOK 103/13-15, SOUTH 40° 46' 46" WEST, A DISTANCE OF 42.04 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 7070-31 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 103/13-15;

THENCE ALONG SAID NORTHERLY LINE OF SAID PARCEL 7070-31 OF SAID RECORD OF SURVEY FILED IN BOOK 103/13-15, NORTH 49° 16' 18" WEST, A DISTANCE OF 582.60 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (APN: 380-080-013-7)

PARCEL "B" AS SHOWN ON LOT LINE ADJUSTMENT LLA NO. 4497, AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCEL 1, PARCEL 2, AND PARCEL 3 AND PORTIONS OF LOTS "A" AND "B" OF PARCEL MAP 8725 RECORDED IN BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT "A" AS SHOWN ON SAID PARCEL MAP NO. 8725, SAID POINT ALSO BEING 30.00 FEET

SOUTHWESTERLY AND PARALLEL TO THE CENTERLINE OF PALOMAR STREET AS SHOWN ON SAID PARCEL MAP NO. 8725;

THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT "A" AND PARALLEL WITH SAID PALOMAR STREET CENTERLINE, SOUTH 49° 19' 30" EAST, A DISTANCE OF 502.42 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT "A", SAID POINT BEING THE INTERSECTION OF SAID NORTHERLY LINE OF SAID LOT "A" AND THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF PARCEL 7077-900A OF RECORD OF SURVEY FILED IN BOOK 103 ON PAGES 13 THROUGH 15 IN THE OFFICE OF RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THENCE ALONG SAID NORTHWESTERLY LINE OF PARCEL 7077-900A OF SAID RECORD OF SURVEY 103/13-15, SOUTH 37° 07' 24" WEST A DISTANCE OF 573.65 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 7077-1A AS SHOWN ON SAID RECORD OF SURVEY 103/13-15;

THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE OF SAID PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15, SOUTH 52° 52' 36" EAST, A DISTANCE OF 3.00 FEET;

THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE OF SAID PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15, SOUTH 37° 07' 24" WEST A DISTANCE OF 336.24 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 341.00 FEET;

THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5° 01' 03", A DISTANCE OF 29.86 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15 WITH A RADIAL BEARING OF NORTH 57° 53' 39" WEST;

THENCE LEAVING SAID NORTHWESTERLY LINE OF SAID PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15, NORTH 53° 06' 05" WEST, A DISTANCE OF 160.45 FEET TO A NONTANGENT CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 70.00 FEET AND A RADIAL BEARING OF NORTH 00° 01' 24" WEST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61° 58' 33", A DISTANCE OF 75.72 FEET TO A REVERSE CURVE CONCAVE SOUTHWESTERLY WIT H A RADIUS OF 100.00 FEET AND A RADIAL BEARING OF NORTH 61° 57' 09" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 25' 55", A DISTANCE OF 74.06 FEET;

THENCE NORTH 70° 28' 46" WEST, A DISTANCE OF 35.84 FEET TO A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 47.00 FEET AND A RADIAL BEARING OF NORTH 61° 06'
29" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41° 35' 15", A DISTANCE OF 34.11 FEET;

THENCE NORTH 52° 34' 35" WEST, A DISTANCE OF 133.89 FEET TO A POINT ON THE NORTHWESTERLY LINE OF LOT "B" OF SAID PARCEL MAP NO. 8725;

THENCE ALONG SAID NORTHWESTERLY LINE OF SAID LOT "B", NORTH 37° 07' 15" EAST A DISTANCE OF 982.92 FEET TO THE POINT OF BEGINNING.

PARCEL 3: (APN: 380-080-014-8)

PARCEL "C" AS SHOWN ON LOT LINE ADJUSTMENT LLA NO. 4497, AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCEL 3 AND PARCEL 4 AND A PORTION OF LOT "A" OF PARCEL MAP 8725 RECORDED IN BOOK 38 PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT "A" AS SHOWN ON SAID PARCEL MAP NO. 8725, SAID POINT ALSO BEING 30.00 FEET SOUTHWESTERLY AND PARALLEL TO THE CENTERLINE OF PALOMAR STREET AS SHOWN ON SAID PARCEL MAP NO. 8725, SAID POINT ALSO BEING THE INTERSECTION OF SAID NORTHERLY LINE OF SAID LOT "A" AND THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725;

THENCE ALONG SAID SOUTHEASTERLY LINE OF SAID PARCEL 4, SOUTH 37° 06' 08" WEST, A DISTANCE OF 825.70 FEET;

THENCE SOUTH 49° 17' 46" EAST, A DISTANCE OF 562.67 FEET;

THENCE SOUTH 37° 05' 22" WEST, A DISTANCE OF 208.73 FEET TO A POINT ON THE
SOUTHERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725;

THENCE LEAVING SAID SOUTHERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725, NORTH 49° 16' 18" WEST, A DISTANCE OF 80.00 FEET;

THENCE NORTH 36° 34' 13" WEST, A DISTANCE OF 670.00 FEET;

THENCE NORTH 40° 10' 10" WEST, A DISTANCE OF 189.64 FEET;

THENCE NORTH 52° 18' 39" WEST, A DISTANCE OF 568.19 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PARCEL 7077-1A AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 103 ON PAGES 13 THROUGH 15 IN THE OFFICE OF RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THENCE ALONG SAID SOUTHEASTERLY LINE OF PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15, NORTH 37° 07' 24" EAST, A DISTANCE OF 314.61 FEET;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE OF PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15, SOUTH 52° 52' 36" EAST, A DISTANCE OF 3.00 FEET;

THENCE NORTH 37° 07' 24" EAST, A DISTANCE OF 543.13 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT "A" OF PARCEL MAP NO. 8725, SAID POINT BEING THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT "A" OF PARCEL MAP NO. 8725 AND THE PROLONGATION OF THE NORTHEASTERLY LINE OF SAID PARCEL 7077-1A ON SAID RECORD OF SURVEY 103/13-15;

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF SAID LOT "A" OF PARCEL MAP NO. 8725, SOUTH 49° 19' 30" EAST, A DISTANCE OF 858.24 FEET TO THE POINT OF BEGINNING.

PARCEL 4: (APN: 380-080-015-9)

PARCEL "D" AS SHOWN ON LOT LINE ADJUSTMENT LLA NO. 4497, AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCEL 3 AND PARCEL 4 OF PARCEL MAP NO. 8725 RECORDED IN BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL 4 AS SHOWN ON SAID PARCEL MAP NO. 8725;

THENCE NORTH 49° 16' 18" WEST, A DISTANCE OF 32.96 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725, SOUTH 37° 14' 26" WEST, A DISTANCE OF 3.02 FEET TO

A POINT ON THE SOUTHWESTERLY LINE OF PARCEL 4, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF PARCEL 7070-31 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 103 ON PAGES 13 THROUGH 15 IN THE OFFICE OF RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725, NORTH 49° 16' 18" WEST, A DISTANCE OF 868.97 FEET TO A CURVE CONCAVE NORTHEASTERLY WITH RADIUS OF 1952.82 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2° 09' 05", A DISTANCE OF 73.33 FEET;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725, NORTH 47° 07' 13" WEST, A DISTANCE OF 213.28 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF PARCEL 7077-1B AS SHOWN ON SAID RECORD OF SURVEY 103/13-15;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 7077-1B OF SAID RECORD OF SURVEY 103/13-15, NORTH 18° 49' 17" WEST, A DISTANCE OF 147.60 FEET TO CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 259.00 FEET;

THENCE CONTINUING ALONG SAID EASTERLY LINE OF PARCEL 7077-1B THROUGH A CENTRAL ANGLE OF 55° 56' 41", A DISTANCE OF 252.89 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PARCEL 7077-1A AS SHOWN ON SAID RECORD OF SURVEY 103/13-15;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE OF SAID PARCEL 7077-1A OF RECORD OF SURVEY 103/13-15, NORTH 37° 07' 24" EAST, A DISTANCE OF 21.63 FEET;

THENCE LEAVING SAID PARCEL 7077-1A OF RECORD OF SURVEY 103/13-15, SOUTH 52° 18' 39" EAST, A DISTANCE OF 513.73 FEET;

THENCE SOUTH 40° 10' 10" EAST, A DISTANCE OF 189.64 FEET;

THENCE SOUTH 36° 34' 13" EAST, A DISTANCE OF 670.00 FEET;

THENCE SOUTH 49° 16' 18" EAST, A DISTANCE OF 80.00 FEET TO A POINT ON THE
SOUTHERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725;

THENCE ALONG SAID SOUTHERLY LINE OF SAID PARCEL 4, SOUTH 37° 05' 22" WEST, A

DISTANCE OF 160.00 FEET POINT OF BEGINNING.

PARCEL 5:

A NON-EXCLUSIVE EASEMENT FOR ROAD PURPOSES AS RESERVED IN THAT CERTAIN GRANT DEED RECORDED SEPTEMBER 12, 1997 AS INSTRUMENT NO. 333580 OF OFFICIAL RECORDS.

TRACT 32078 PROPERTY

REAL PROPERTY IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1: (APN: 380-140-001-1)

THAT PORTION OF LOT 47 IN BLOCK .L. OF ELSINORE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED OCTOBER 15, 1885 IN BOOK 4 PAGE 174, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF HAND STREET (VACATED) AS SHOWN ON SAID MAP WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD RIGHT OF WAY AS SHOWN UPON THE MAP OF PARCEL MAP NO. 13471, RECORDED OCTOBER 3, 1979 IN BOOK 70, PAGE 56 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY;

THENCE NORTH 49° 16. 06. WEST ALONG SAID NORTHEASTERLY LINE 476.67 FEET TO THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO HARRY I. HAGAN, ET UX., RECORDED NOVEMBER 21, 1963 AS INSTRUMENT NO. 123114, IN BOOK 3540, PAGE 202, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, SAID CORNER BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 37° 07. 15. EAST ALONG THE NORTHWESTERLY LINE OF SAID HAGAN PARCEL 1194.90 FEET TO THE SOUTHWESTERLY LINE OF PALOMAR STREET AS SHOWN ON SAID MAP OF ELSINORE;

THENCE NORTH 49° 19. 27. WEST ALONG SAID SOUTHWESTERLY LINE OF PALOMAR STREET 179-89 FEET TO THE NORTHEASTERLY CORNER OF THE NORTHWESTERLY 33 FEET OF SAID LOT 47, SAID CORNER BEING THE MOST EASTERLY CORNER 0F THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO WAYNE O. HUTSON, ET UX., RECORDED JANUARY 25, 1957 AS INSTRUMENT NO. 6272, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY;

THENCE SOUTH 37° 07. 10. WEST PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 47 TO THE SAID NORTHEASTERLY LINE OF SAID RAILROAD RIGHT OF WAY, SAID POINT BEING THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 2 IN DEED TO ELLSWORTH BRANDENBURG, ET. UX., RECORDED MARCH 23, 1962 AS INSTRUMENT NO. 26774, IN BOOK 3103, PAGE 368 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY. THENCE SOUTH 49° 16. 06. EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE 179.88 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2: (APN: 380-080-009-4)

THE SOUTHEASTERLY 247.82 FEET TO THE NORTHEASTERLY 824.00 FEET OF LOT 46 IN BLOCK "L" OF RANCHO LA LAGUNA, AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 174, OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, ALSO THE NORTHWESTERLY 33 FEET OF THE NORTHEASTERLY 824.00 FEET OF LOT 47 OF SAID BLOCK "L".

PARCEL 3: (APN: 380-080-008-3)

THAT PORTION OF LOT 46 IN BLOCK "L" OF RANCHO LA LAGUNA AS SHOWN BY CERTIFICATE OF COMPLIANCE NO. 1366, RECORDED DECEMBER 5, 1980 AS INSTRUMENT NO. 228611 OF First American Title OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHWESTERLY 280.82 FEET OF THE SOUTHEASTERLY 528.64 FEET OF THE NORTHEASTERLY 824.00 FEET OF LOT 46 IN BLOCK "L" OF RANCHO LA LAGUNA, AS SHOWN BY MAP ON FILE IN BOOK 4 PAGE 174 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

EXHIBIT "B"

EXISTING DEVELOPMENT APPROVALS

(1) Tentative Tract Map No. 25122
and County EA No. 34891

(2) Tentative Tract Map No. 32078
and County EA No. 39406

EXHIBIT "C"

ESTOPPEL CERTIFICATE

Date Requested: _____

Date of Certificate: _____

On _____, 2012, the City of Wildomar approved the Development Agreement between CV Wildomar 55, a Delaware limited liability company, CV Communities, LLC, a Delaware limited liability company and the City of Wildomar (the "Development Agreement").

This Estoppel Certificate certifies that, as of the Date of Certificate set forth above:

[CHECK WHERE APPLICABLE]

____ 1. The Development Agreement remains binding and effective.

____ 2. The Development has not been amended.

____ 3. The Development Agreement has been amended in the following aspects:
_____
_____

_____.

____ 4. To the best of our knowledge, neither Developer nor any of its successors is in default under the Development Agreement.

____ 5. The following defaults exist under the Development Agreement:
_____
_____
_____.

This Estoppel Certificate may be relied upon by an transferee or mortgagee of any interest in the property which is the subject of the Development Agreement.

CITY OF WILDOMAR

By: _____

Name:_____
City Manager

EXHIBIT "D"

PROPOSED PROJECT FACILITIES

The public infrastructure improvements required by the conditions of approval of Tentative Tract 25122, Tentative Tract 32078, County EA No. 34891 and County EA No. 39406

EXHIBIT "E"

FORM OF JOINT COMMUNITY FACILITIES AGREEMENT

[JCFA on following page]

JOINT COMMUNITY FACILITIES AGREEMENT

by and among

LAKE ELSINORE UNIFIED SCHOOL DISTRICT,

CITY OF WILDOMAR,

CV WILDOMAR 55, LLC

and

CV COMMUNITIES, LLC

relating to

COMMUNITY FACILITIES DISTRICT NO. 2013-1

OF THE LAKE ELSINORE UNIFIED SCHOOL DISTRICT

Dated _____, 2013

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JOINT COMMUNITY FACILITIES AGREEMENT
BY AND BETWEEN
LAKE ELSINORE UNIFIED SCHOOL DISTRICT,
CITY OF WILDOMAR,
CV WILDOMAR 55, LLC
AND
CV COMMUNITIES, LLC

(Community Facilities District No. 2013-1
of the Lake Elsinore Unified School District)

This **JOINT COMMUNITY FACILITIES AGREEMENT** ("Agreement") is made and entered into as of the ____ day of _____, 2013 by and between the CITY OF **WILDOMAR**, a municipal corporation ("City"), the **LAKE ELSINORE UNIFIED SCHOOL DISTRICT**, a California public school district organized and operating pursuant to the applicable provisions of the California Education Code ("School District"), **CV WILDOMAR 55, LLC**, a Delaware limited liability company ("CV Wildomar"), and **CV COMMUNITIES, LLC**, a Delaware limited liability company ("CV Communities"), each the owner of certain real property planned for residential development and referred to herein individually as "Property Owner" and collectively as "Property Owners." The parties hereto may be referred to in some instances as a party ("Party") or parties ("Parties").

R E C I T A L S

A. CV Wildomar owns the property described in Exhibit "A" as Tract 32078 (the "Tract 32078 Property") and CV Communities owns the property described in Exhibit "A" as Tract 25122 (the "Tract 25122 Property"). References in this Agreement to a Property Owner shall mean CV Wildomar with respect to the Tract 32078 Property and CV Communities with respect to the Tract 25122 Property, and their successors and assigns, and references to the Property Owners shall mean both CV Wildomar and CV Communities. References in this Agreement to the "Property" shall mean each of the Tract 32078 Property and the Tract 25122 Property.

B. The Tract 32078 Property is currently included in Community Facilities District No. 2006-5 of the Lake Elsinore Unified School District. The Tract 25122 Property is currently included in Community Facilities District No. 2004-4 of the Lake Elsinore Unified School District. The Property shall now be included in Community Facilities District No. 2013-1 of the Lake Elsinore Unified School District ("CFD No. 2013-1"), which shall replace and supersede the prior community facilities district with respect to the Property.

C. The Property is included within the boundaries of the School District and City. The Property Owners desire to develop the Property for residential purposes

and have obtained the necessary development approvals to construct approximately 157 single family detached residential units ("SF/DU") on the Property ("Project").

D. Development of the Project will require the payment, pursuant to the rules and regulations of the City, as amended from time to time ("City Rules and Regulations"), of the "DIF In-Lieu Fees" and "Drainage Fees" (as those terms are defined in the Development Agreement between the Property Owners and City with respect to the Project) ("City Costs"), proceeds of which will be used by the City to construct public facilities to be owned or operated by the City as further described herein ("City Facilities"), to be paid from funds of CFD No. 2013-1 to the extent such funds are available pursuant to the "School Facilities Impact Mitigation Agreement" by and among the School District and the Property Owners ("School Facilities Mitigation Agreement"). Also, development of the Property will require mitigation payments to be paid to the School District which may be reimbursed or satisfied by funds of CFD No. 2013-1 as provided for by the School Facilities Mitigation Agreement.

E. Pursuant to the request of the Property Owner, the Governing Board of the School District intends to form CFD No. 2013-1 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California ("Act"), and the terms and conditions of the School Facilities Mitigation Agreement.

F. CFD No. 2013-1 is being established to provide financing, in part, and subject to available funds of CFD No. 2013-1, of (i) amounts payable to School District as school facilities mitigation payments under the terms of the School Facilities Mitigation Agreement to fund Grade K-12 school facilities for CFD No. 2013-1 (collectively, "School Facilities") to accommodate students resulting from development of the Property, (ii) City Costs to be used for the acquisition or construction of City Facilities, or reimbursement to the Property Owners for advances paid for such City Costs, and (iii) Elsinore Valley Municipal Water District water and sewer capacity and connection charges and facilities costs to be used for the acquisition or construction of water and sewer facilities.

G. School District and the City are authorized by Section 53313.5 of the Act to finance, by means of CFD No. 2013-1, the City Costs for the acquisition and/or construction of the City Facilities and the costs of the School Facilities of CFD No. 2013-1. This Agreement constitutes a "joint community facilities agreement" ("JCFA") within the meaning of Section 53316.2 of the Act by and between the City, the School District and the Property Owners, pursuant to which CFD No. 2013-1, when formed, will be authorized to finance the City Facilities to be funded by the City Costs. The Parties hereto understand that the requirements of Government Code Section 53316.2(e) will be satisfied inasmuch as the amount paid by CFD No. 2013-1 to the School District for School Facilities from the proceeds of both Special Taxes (defined herein) and Bond Proceeds (defined herein) will exceed the amount paid by CFD No. 2013-1 from the combination of such sources for City Costs and City Facilities as shown in the CFD No. 2013-1 CFD Report submitted to the Governing Board of the School District. As provided by Section 53316.6 of the Act, City shall be responsible for

operating or maintaining the City Facilities and for the design and construction of the City Facilities.

H. The Parties hereto find and determine that the residents of City, the School District and CFD No. 2013-1 will be benefitted by the construction and/or acquisition of the City Facilities and the School Facilities and that this Agreement is beneficial to the interests of such entities and residents.

ARTICLE I

GENERAL PROVISIONS

Section 1.1. Recitals. The above recitals are true and correct and are hereby incorporated by this reference.

Section 1.2. Definitions.

Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meanings herein specified.

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

(b) "Advances" means an amount paid by Property Owner to the City for City Facilities in lieu of payment of City Costs prior to the availability of Proceeds of the Bonds and which are eligible for reimbursement from Bond Proceeds.

(c) "Agreement" means this Joint Communities Facilities Agreement.

(d) "Board" means the Governing Board (Board of Trustees) of the Lake Elsinore Unified School District.

(e) "Bond Proceeds" or "Proceeds of the Bonds" shall mean those net funds generated by the sale of the Bonds, or other securities issued on behalf of or for the benefit of CFD No. 2013-1.

(f) "Bond Resolution" means collectively that Resolution, Resolution Supplement, Fiscal Agent Agreement, and/or other equivalent document(s), providing for the issuance of the Bonds.

(g) "Bonds" shall mean those bonds, or other securities, issued by, or on behalf of, as authorized by the qualified electors within CFD No. 2013-1.

(h) "CFD No. 2013-1" means Community Facilities District No. 2013-1 of the Lake Elsinore Unified School District.

(i) “City Facilities” means those public facilities to be owned or operated by City and to be funded by the City Costs as generally described in Exhibit ”B” and which have not been previously funded with Bond Proceeds.

(j) “City Facilities Fund” means the fund(s) and/or account(s) (regardless of final designation in the Bond Resolution) into which a portion of the Proceeds of the Bonds may be deposited in accordance with the School Facilities Mitigation Agreement for payment of City Costs to acquire or construct the City Facilities applicable to the Property.

(k) “Rate and Method” means the Rate and Method of Apportionment of the Special Tax expected to be authorized for levy and collection pursuant to proceedings undertaken for the formation of CFD No. 2013-1 pursuant to the Act.

(l) “Special Taxes” means the special taxes expected to be authorized to be levied and collected pursuant to the final Rate and Method as approved by CFD No. 2013-1.

(m) “State” means the State of California.

Words of the masculine gender shall be deemed and constructed to include correlative words of the feminine and neuter genders. Unless the context clearly otherwise indicates, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

The terms “hereby,” “hereof,” “herein,” “hereunder’ and any similar terms, as used in this Agreement, refer to this Agreement.

ARTICLE II

FORMATION OF CFD AND ISSUANCE OF BONDS

Section 2.1. Formation of CFD No. 2013-1. The School District, pursuant to the School Facilities Mitigation Agreement, has initiated proceedings pursuant to the Act for the formation of CFD No. 2013-1, the authorization of the Special Taxes within CFD No. 2013-1 thereof, and the authorization of Bonds on behalf of CFD No. 2013-1. Nothing contained herein shall be deemed to limit the discretion of the School District in that regard and the School District shall have no liability to City if CFD No. 2013-1 is not formed or if the Special Taxes and Bonds are not authorized by the qualified electors within CFD No. 2013-1.

Section 2.2. Issuance and Sale of Bonds. In the event that CFD No. 2013-1 is formed and the Special Taxes and Bonds are authorized, the Board, acting as the Legislative Body of CFD No. 2013-1 and may, in its sole discretion, in accordance with its adopted policies (“CFD Policies”) and the School Facilities Mitigation Agreement, adopt the Bond Resolution and issue the Bonds.

Section 2.3. <u>Bond Proceeds</u>. Upon completion of the issuance of the Bonds, and receipt of the Bond Proceeds, the School District shall determine the amount of the Bond Proceeds allocable to finance the City Costs to be used by City to construct the City Facilities to accommodate development of the Property in accordance with the CFD Policies and the School Facilities Mitigation Agreement. CFD No. 2013-1 may (i) pay directly to the City the City Costs applicable to SF/DUs within the Property for which Advances have been made (at which time, City will return to the Property Owner all of the corresponding prior Advances) and (ii) pay City for the City Costs for SF/DUs within the Property for which prior Advances have not been made (in which case the Property Owners shall receive credit for the City Costs for such SF/DUs), all as shall be coordinated with City and the Property Owner from time to time and as described in Section 2.4.

Section 2.4. <u>Disbursements for City Facilities.</u>

Upon and following the funding of the City Facilities Fund, a Property Owner may execute and submit a payment request to the District or CFD No. 2013-1 requesting disbursement from the City Facilities Fund of an amount equal to (but not greater than) its respective prior Advances. Upon City's receipt of such payment the Property Owner's prior Advances shall be returned to it. The form of payment request shall be substantially in the form set forth in Exhibit "C" of this Agreement ("Payment Request").

In addition, following the funding of the City Facilities Fund, a Property Owner may notify City in writing requesting that the City execute and submit a Payment Request to the School District requesting a disbursement from the City Facilities Fund to fund City Costs for all or a portion of the remaining SF/DUs within the Project for which Advances have not been made previously. Upon receipt of such Payment Request completed in accordance with the terms of this Agreement, CFD No. 2013-1 shall wire transfer, or otherwise pay, to City such requested funds to the extent that Bond Proceeds are available in the City Facilities Fund. Upon City's acknowledgment/approval of such Payment Request relating to City Costs, and City's receipt of such Bond Proceeds from CFD No. 2013-1, the Property Owner shall be deemed to have satisfied the portion of the applicable City Costs paid therefrom to City with respect to the number of SF/DUs for which the City Costs would otherwise have been required in an amount equal to such disbursement.

City agrees that prior to submitting a Payment Request for City Facilities requesting payment from CFD No. 2013-1 a City representative shall review and approve all disbursements included in such request.

The sole source of funds from which City Costs may be funded shall be the Bond Proceeds deposited into the City Facilities Fund for such Project and "Surplus Special Taxes" to the extent they are available pursuant to the School Facilities Mitigation Agreement.

Section 2.5. <u>Responsibility for City Costs and Facilities.</u>

(a) The Parties hereto acknowledge and agree that the final responsibility for the payment of the City Costs lies with the Property Owner. The responsibility for maintenance or operation of the City Facilities lies with City.

(b) Prior to the issuance of Bonds, any payments of City Costs that have been made, or will be made, by Property Owners shall be Advances to be held by City. When City receives disbursements of funds pursuant to a Payment Request for City Costs for the SF/DUs for which such Advances were made, the Advances shall be returned to the Property Owners. If the amount allocated to pay City Costs derived from Bond Proceeds, including investment earnings thereon, if any, are not sufficient to fund the total cost of the City Costs for the Project of the Property Owner, the Parties hereto agree that all responsibility and liability for the amount of such shortfall(s) shall be and remain with the respective Property Owner(s) and shall not lie with the School District, CFD No. 2013-1 or City. City and the Property Owner may enter into a separate agreement(s) which may address such situation. Property Owner and City agree that Property Owner will pay to City the amount of any such shortfall: (i) for units/development for which such payment(s) to City were due prior to the time the corresponding series of Bonds are sold and for which a shortfall remains, Property Owner shall satisfy such shortfall within fifteen (15) days after the date such Bonds are delivered, and/or (ii) for units/development occurring after the date such Bonds are delivered, at the time such payment(s) to City would otherwise be due.

(c) In addition to the City Costs referenced above, the Parties acknowledge that City may require the Property Owner, pursuant to the City Rules and Regulations, to design, construct and dedicate certain facilities to City, as a condition of approval of the Project. The Parties hereto agree and acknowledge that all responsibility and obligation for the design, construction and dedication of such facilities to City, in accordance with all applicable statutes and the City Rules and Regulations, shall be and remain the responsibility of the Property Owner.

(d) City agrees to utilize or apply funds provided to it for the City Facilities.

(e) City expressly acknowledges that the Bonds are subject to Federal tax requirements applicable to the tax-exempt securities. City expressly confirms and warrants to the School District that the City Facilities financed hereunder have not been previously financed with the proceeds of other tax-exempt securities or bonds. City agrees to promptly provide written notice to the School District of any such financing of City Facilities financed hereunder until the issuance of the Bonds.

Section 2.6. Responsibility for Debt Service or Special Taxes. City's obligations under this Agreement shall be limited to its obligations with respect to the design, construction, ownership, operation and maintenance of the City Facilities to be funded by the City Costs and the express terms hereof, and City shall have no obligation, responsibility, or authority with respect to the issuance and sale of the Bonds, or the payment of the principal and interest thereon, or for the levy and collection of the Special Taxes to provide for the payment of principal and interest thereon, and CFD No. 2013-1 shall have the sole authority and responsibility for all such matters.

The Parties hereto specifically agree that the liabilities of CFD No. 2013-1 and Property Owners pursuant to the documents providing for the issuance of Bonds, including the Bond Resolution, shall not be or become liabilities of City.

Section 2.7. Administration of CFD No. 2013-1. The School District shall have the power and duty to provide for the administration of CFD No. 2013-1 and once it is formed, subject to the terms hereof and the School Facilities Mitigation Agreement, including employing and compensating all consultants and providing for the various other administration duties set forth in this Agreement. It is understood and agreed by Parties hereto that City will not be considered a participant in the proceedings relative to formation of CFD No. 2013-1 or the issuance of the Bonds, other than as a Party to this Agreement.

Section 2.8. Tax Matters. In connection with the issuance of any Bonds, a portion of the Bond Proceeds which are to be made available for the payment of City Costs, City agrees to execute and deliver such certifications and agreements as may be reasonably required in order for Bond Counsel to conclude that interest on such Bonds will be excluded from gross income under Section 103 of the Internal Revenue Code of 1986. City, which may consult and request information from bond counsel for the Bonds, further agrees that it shall not use Bond Proceeds provided to pay City Costs in any manner that would cause interest on the Bonds to become included in gross income for federal income tax purposes. City represents the following with respect to the use of the Bond Proceeds provided to pay City Costs:

(a) In General. The Bond Proceeds provided to pay City Costs will not be used for any activities that constitute a "Private Use" (as such term is defined below in subsection (b)).

(b) Definition of Private Use. For purposes of this Section 2.8, the term "Private Use" means any activity that constitutes a trade or business that is carried on by persons or entities, other than governmental entities. The leasing of the facilities or the access of a person or entity other than a governmental unit to property or services on a basis other than as a member of the general public ("General Public Use") shall constitute a Private Use unless City obtains an opinion of bond counsel to the contrary. Use of the Bond Proceeds in a trade or business constitutes General Public Use only if the property is intended to be available and is in fact reasonably available for use on the same basis by natural persons not engaged in a trade or business.

(c) Management and Service Contracts. With respect to management and service contracts, the determination of whether a particular use constitutes Private Use under this Section 2.8 shall be determined on the basis of applying Revenue Procedure 97-13, 1997-1 C.B. 632. As of the date hereof, no portion of City Costs are expected to be used to provide property subject to contracts or other arrangements with persons or entities engaged in a trade or business (other than governmental units) that involve the management of property or the provision of services that do not comply with the standards of Revenue Procedure 97-13.

Property Owner expects that Bonds will not be issued prior to July 1, 2014. City reasonably expects to expend the Bond Proceeds on all or any portion of the costs of the City Facilities as identified in Exhibit "B," attached hereto, which list may be amended by City from time to time without approval of the Parties hereto, and by this reference herein incorporated, within three (3) years from the date of issuance of the Bonds. City further agrees to maintain Bond Proceeds provided to pay City Costs in a separate account, apart from all other accounts of City, from which disbursements may be made by the City, in its sole discretion, for any costs relating to any City Facilities. City shall maintain City Costs accounting records, in accordance with generally accepted accounting principles, as to its receipt and expenditure of Bond Proceeds provided to pay City Costs for the City Facilities. City will, upon request, provide School District and/or Property Owner with access to City records related to the City Facilities and will provide to the School District and/or Property Owner, its annual financial report certified by an independent certified public accountant upon either Party's request and payment of applicable copying charges, if any, in accordance with the City Public Record Act guidelines.

The School District and CFD No. 2013-1 agree to maintain full and accurate records of all amounts, and investment earnings, if any, expended from the City Facilities Fund for such Projects. The School District or CFD No. 2013-1 will, upon request, provide City and/or the Property Owner with access to the School District's or CFD No. 2013-1's records relating to the City Facilities Fund.

ARTICLE III

TERM AND TERMINATION

Section 3.1. Effective Date. This Agreement shall become effective and of full force and effect as of the date ("Effective Date") it is approved by the governing boards of both of the Parties, to be confirmed by the execution hereof by the authorized representatives of the Parties hereto.

Section 3.2. Term and Termination. If the School District is unable to complete the sale of the first series of Bonds prior to December 31, 2020, this agreement shall thereafter automatically terminate and be of no further force or effect. Notwithstanding the foregoing, in the event that such term shall expire without issuance of Bonds by the School District, the Parties to this Agreement may further extend the term hereof by additional one (1) years terms (each ending on December 31) by letter agreement of the

Parties without need to further amend the terms hereof or further approval by the Governing Board of the District or City.

ARTICLE IV

ADDITIONAL GENERAL PROVISIONS

Section 4.1. Recordkeeping: Inspection of Records. Each Party hereto agrees to keep and maintain full and accurate records of all amounts, and investment earnings, if any, paid to City for the City Facilities as to the respective portions of the Property and amounts expended from the City Facilities Fund as provided for in the School Facilities Mitigation Agreement. Each Party further agrees to make such records available to the other Party hereto during normal business hours upon reasonable prior notice. All such records shall be kept and maintained by the appropriate Party as provided by applicable law and their respective policies.

City and Property Owners agree that they will cooperate in a timely manner with CFD No. 2013-1 and the School District, on behalf of the CFD No. 2013-1, in providing documentation, reports or other data reasonably required and requested by the School District and/or CFD No. 2013-1 in meeting the reporting requirements of the CFD No. 2013-1 under Sections 50075.1, 50075.3, and 50075.5 and Article 1.5 (commencing with Section 53410) of Chapter 3 of Part 1 of Division 2 of Title 5 of, the Government Code (collectively, the "Local Agency Special Tax and Bond Accountability Act"). City's reporting obligations pursuant to this section shall be limited to providing reports or other data detailing the following: (A) the amount of CFD No. 2013-1 funds received by City to fund City Costs, (B) the amount of such CFD No. 2013-1 funds deposited in separate funds or accounts of City reflecting the City Costs and the number of dwelling units for which such City Costs apply, (C) a brief description concerning the facilities financed from such City funds or accounts, and (D) the balance, if any, of each such fund and account in which CFD No. 2013-1 funds were deposited.

Section 4.2. Partial Invalidity. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 4.3. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Party hereto. This Agreement may not be assigned without the prior written consent of the other Parties hereto, which consent shall not be unreasonably withheld, and any such non-consented assignment shall be void. This Agreement is for the sole benefit of the School District, City and the Property Owners and their successors and assigns (excluding property owners of residential lots within CFD No. 2013-1 who are end users, who shall not be considered to be the successors or assigns of the Property Owners and shall have no rights hereunder), and no other person or entity shall be deemed to be a beneficiary hereof or have an interest herein.

Section 4.4. Notice. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party or other person shall be deemed to have been received when personally delivered or upon deposit of the same in the United States Post Office registered or certified, postage prepaid, addressed as follows:

School District: Lake Elsinore Unified School District
545 Chaney Street
Lake Elsinore, CA 92530
Attention: Assistant Superintendent, Fiscal Support Services

City: City of Wildomar
23873 Clinton Keith Road
Wildomar, CA 92595
Attention: City Manager

Property Owners: c/o CV Communities
1900 Quail Street
Newport Beach, CA 92660
Attn: Adam Smith

Any Party can change its address for delivery of notice by delivering written notice of such change or address to the other Parties within ten (10) calendar days prior to such change.

Section 4.5. Captions. The captions to Sections used herein are for convenience purposes only and are not part of this Agreement.

Section 4.6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts made and performed in such State.

Section 4.7. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the Parties with respect to the subject matter of this Agreement.

Section 4.8. Amendments. This Agreement may be amended or modified only in writing executed by the authorized representative(s) of each of the Parties hereto.

Section 4.9. Waiver. The failure of any Party hereto to insist on compliance within any of the terms, covenants or conditions of this Agreement by any other Party hereto, shall not be deemed a waiver of such terms, covenants or conditions of this Agreement by such other Party, nor shall any waiver constitute a relinquishment of any other right or power for all or any other times.

Section 4.10. Disclosure of Special Tax; Calculation of Special Tax Requirement.

(a) Delivery of Notice. From and after the date of this Agreement, Property Owner and its successors and assigns, shall give a "Notice of Special Tax" (as defined in Section (b) below) to each prospective purchaser of a parcel of real property located within the boundaries of CFD No. 2013-1 and shall deliver a fully executed copy of each such notice to School District, which copies to the School District shall be provided upon request therefore by the School District. Property Owner, and its successors and assigns, shall (i) maintain records of each Notice of Special Tax for a period of five (5) years, and (ii) shall provide copies of each notice to School District, which copies to the School District shall be provided upon request therefore by the School District. Property Owner, and its successors and assigns, shall include the Notice of Special Tax in all Property Owner's and its successors and assigns' applications for Final Subdivision Reports required by the Department of Real Estate ("DRE") which are filed after the effective date of this Agreement.

Property Owner, and its successors and assigns, shall require, as a condition precedent to close an escrow for the sale of real property to a developer acquiring lots (a "Residential Developer") within CFD No. 2013-1, that such Residential Developer shall (i) maintain records of each Notice of Special Tax for a period of five (5) years, (ii) provide copies of each notice to School District which copies to the School District shall be provided upon request therefore by the School District, and (iii) include the Notice of Special Tax in all of such Residential Developer's applications for Final Subdivision Reports required by DRE.

(b) Notice of Special Tax. With respect to any parcel, the term "Notice of Special Tax" means a notice in the form prescribed by California Government Code Section 53341.5 which is calculated to disclose to the purchaser thereof (i) that the property being purchased is subject to the special tax of the School District; (ii) the land use classification of such property; (iii) the maximum annual amount of the special tax and the number of years for which it will be levied; (iv) if available at the time such notice is delivered, an indication of the amount of special tax to be levied on such property for the following fiscal year; and (v) the types of facilities or services to be paid or with the proceeds of the special tax.

(c) Notice to Subsequent Purchasers. Upon formation of CFD No. 2013-1 and authorization of Special Taxes of CFD No. 2013-1, the School

District shall file with the Riverside County Recorder a notice of special tax lien that gives notice of the existence of CFD No. 2013-1 and the levy of the Special Tax on Taxable Property (as defined in the Rate and Method) within CFD No. 2013-1 pursuant to requirements of Section 3114.5 of the Streets and Highways Code.

Section 4.11. **Cooperation and Execution of Documents**. The Parties hereto agree to complete and execute any further or additional documents which may be necessary to complete or further the terms of this Agreement.

Section 4.12. **Attorneys' Fees**. In the event of the bringing of any action or suit by any Party against another Party arising out of this Agreement, the Party in whose favor final judgment shall be entered shall be entitled to recover from the other Party all costs and expenses of suit, including reasonable attorneys' fees.

Section 4.13. **Exhibits.**The following exhibits attached hereto are incorporated into this Agreement by reference:

Exhibits	Description
"A"	Property Description
"B"	City Facilities Descriptions
"C"	Payment Request Form - City Facilities

Section 4.14. **Signatories.**The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the party for whom they sign.

Section 4.15. **Execution in Counterparts.**This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year written alongside their signature below.

LAKE ELSINORE UNIFIED SCHOOL DISTRICT

By:_____
President of the Governing Board of the Lake Elsinore Unified School District

APPROVED AS TO FORM:

BOWIE, ARNESON, WILES & GIANNONE
Attorneys for Lake Elsinore Unified School District

By:_____

ATTEST:

By:_____
Clerk of the Governing Board of the Lake Elsinore Unified School District

CITY OF WILDOMAR

By: _____
Name:_____
Title: _____

APPROVED AS TO FORM:

_____
Attorneys for City of Wildomar

By: _____
Name:_____

[Signatures continued on next page]

CV WILDOMAR , LLC, a Delaware limited liability company

By: _____

Name:_____

Title: _____

CV COMMUNITIES, LLC, a Delaware limited liability company

By: _____

Name:_____

Title: _____

By: _____

Name:_____

Title: _____

EXHIBIT “A” TO JCFA

TRACT 25122 PROPERTY

REAL PROPERTY IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1: (APN: 380-080-012-6)

PARCEL "A" AS SHOWN ON LOT LINE ADJUSTMENT LLA NO. 4497, AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCEL 1, PARCEL 2, AND PARCEL 3 AND A PORTION OF LOT "B" OF PARCEL MAP 8725 RECORDED IN BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF PARCEL 1 AS SHOWN ON SAID PARCEL MAP NO. 8725, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF PARCEL 7070-31 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 103 ON PAGES 13 THROUGH 15 IN THE OFFICE OF RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 7070-31 OF SAID RECORD OF SURVEY 103/13-15, SOUTH 37° 07' 15" WEST, A DISTANCE OF 62.65 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT "B" OF PARCEL MAP NO. 8725;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT "B" OF PARCEL MAP NO. 8725, NORTH 49° 16' 18" WEST, A DISTANCE OF 14.03 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT "B" AS SHOWN ON PARCEL MAP NO. 8725;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT "B" OF PARCEL MAP NO. 8725, NORTH 37° 07' 15" EAST, A DISTANCE OF 260.00 FEET TO A POINT ON SAID NORTHWESTERLY LINE OF SAID LOT "B" OF PARCEL MAP NO. 8725;

THENCE LEAVING SAID NORTHWESTERLY LINE OF SAID LOT "B" OF PARCEL MAP NO. 8725, SOUTH 52° 34' 35" EAST, A DISTANCE OF 133.89 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 47.00 FEET HAVING A RADIAL BEARING OF NORTH 61°
06' 29" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41° 35' 15", A DISTANCE OF 34.11 FEET;

THENCE SOUTH 70° 28' 46" EAST, A DISTANCE OF 35.84 FEET TO A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 100.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 25' 55", A DISTANCE OF 74.06 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 70.00 FEET AND A RADIAL BEARING OF NORTH 61° 57' 09" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61° 58' 33", A DISTANCE OF 75.72 FEET TO A POINT WITH A RADIAL BEARING OF NORTH 00° 01' 24" WEST; THENCE SOUTH 53° 06' 05" EAST, A DISTANCE OF 160.45 FEET TO A POINT ON THE WESTERLY LINE OF PARCEL 7077-1A AS SHOWN ON SAID RECORD OF SURVEY FILED IN BOOK 103/13-15, SAID POINT ON A NON-TANGENT CURVE WITH A RADIUS OF 341.00 FEET AND A RADIAL BEARING OF NORTH 57° 53' 39" WEST;

THENCE ALONG SAID WESTERLY LINE OF PARCEL 7077-1A THROUGH A CENTRAL ANGLE OF 38° 30' 09", A DISTANCE OF 229.15 FEET TO A POINT WITH A RADIAL BEARING NORTH 83° 36' 12" EAST;

THENCE CONTINUING ALONG SAID WESTERLY LINE OF PARCEL 7077-1A OF SAID RECORD OF SURVEY FILED IN BOOK 103/13-15, SOUTH 40° 46' 46" WEST, A DISTANCE OF 42.04 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 7070-31 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 103/13-15;

THENCE ALONG SAID NORTHERLY LINE OF SAID PARCEL 7070-31 OF SAID RECORD OF SURVEY FILED IN BOOK 103/13-15, NORTH 49° 16' 18" WEST, A DISTANCE OF 582.60 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (APN: 380-080-013-7)

PARCEL "B" AS SHOWN ON LOT LINE ADJUSTMENT LLA NO. 4497, AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCEL 1, PARCEL 2, AND PARCEL 3 AND PORTIONS OF LOTS "A" AND "B" OF PARCEL MAP 8725 RECORDED IN BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT "A" AS SHOWN ON SAID PARCEL MAP NO. 8725, SAID POINT ALSO BEING 30.00 FEET SOUTHWESTERLY AND PARALLEL TO THE CENTERLINE OF PALOMAR STREET AS SHOWN ON SAID PARCEL MAP NO. 8725;

THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT "A" AND PARALLEL WITH SAID PALOMAR STREET CENTERLINE, SOUTH 49° 19' 30" EAST, A DISTANCE OF 502.42 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT "A", SAID POINT BEING THE INTERSECTION OF SAID NORTHERLY LINE OF SAID LOT "A" AND THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF PARCEL 7077-900A OF RECORD OF SURVEY FILED IN BOOK 103 ON PAGES 13 THROUGH 15 IN THE OFFICE OF RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THENCE ALONG SAID NORTHWESTERLY LINE OF PARCEL 7077-900A OF SAID RECORD OF SURVEY 103/13-15, SOUTH 37° 07' 24" WEST A DISTANCE OF 573.65 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 7077-1A AS SHOWN ON SAID RECORD OF SURVEY 103/13-15;

THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE OF SAID PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15, SOUTH 52° 52' 36" EAST, A DISTANCE OF 3.00 FEET;

THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE OF SAID PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15, SOUTH 37° 07' 24" WEST A DISTANCE OF 336.24 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 341.00 FEET;

THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5° 01' 03", A DISTANCE OF 29.86 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15 WITH A RADIAL BEARING OF NORTH 57° 53' 39" WEST;

THENCE LEAVING SAID NORTHWESTERLY LINE OF SAID PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15, NORTH 53° 06' 05" WEST, A DISTANCE OF 160.45 FEET TO A NONTANGENT CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 70.00 FEET AND A RADIAL BEARING OF NORTH 00° 01' 24" WEST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61° 58' 33", A DISTANCE OF 75.72 FEET TO A REVERSE CURVE CONCAVE SOUTHWESTERLY WIT H A RADIUS OF 100.00 FEET AND A RADIAL BEARING OF NORTH 61° 57' 09" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 25' 55", A DISTANCE OF 74.06 FEET;

THENCE NORTH 70° 28' 46" WEST, A DISTANCE OF 35.84 FEET TO A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 47.00 FEET AND A RADIAL BEARING OF NORTH 61° 06'
29" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41° 35' 15", A DISTANCE OF 34.11 FEET;

THENCE NORTH 52° 34' 35" WEST, A DISTANCE OF 133.89 FEET TO A POINT ON THE NORTHWESTERLY LINE OF LOT "B" OF SAID PARCEL MAP NO. 8725;

THENCE ALONG SAID NORTHWESTERLY LINE OF SAID LOT "B", NORTH 37° 07' 15" EAST A DISTANCE OF 982.92 FEET TO THE POINT OF BEGINNING.

PARCEL 3: (APN: 380-080-014-8)

PARCEL "C" AS SHOWN ON LOT LINE ADJUSTMENT LLA NO. 4497, AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCEL 3 AND PARCEL 4 AND A PORTION OF LOT "A" OF PARCEL MAP 8725 RECORDED IN BOOK 38 PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT "A" AS SHOWN ON SAID PARCEL MAP NO. 8725, SAID POINT ALSO BEING 30.00 FEET SOUTHWESTERLY AND PARALLEL TO THE CENTERLINE OF PALOMAR STREET AS SHOWN ON SAID PARCEL MAP NO. 8725, SAID POINT ALSO BEING THE INTERSECTION OF SAID NORTHERLY LINE OF SAID LOT "A" AND THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725;

THENCE ALONG SAID SOUTHEASTERLY LINE OF SAID PARCEL 4, SOUTH 37° 06' 08" WEST, A DISTANCE OF 825.70 FEET;

THENCE SOUTH 49° 17' 46" EAST, A DISTANCE OF 562.67 FEET;

THENCE SOUTH 37° 05' 22" WEST, A DISTANCE OF 208.73 FEET TO A POINT ON THE
SOUTHERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725;

THENCE LEAVING SAID SOUTHERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725, NORTH 49° 16' 18" WEST, A DISTANCE OF 80.00 FEET;

THENCE NORTH 36° 34' 13" WEST, A DISTANCE OF 670.00 FEET;

THENCE NORTH 40° 10' 10" WEST, A DISTANCE OF 189.64 FEET;

THENCE NORTH 52° 18' 39" WEST, A DISTANCE OF 568.19 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PARCEL 7077-1A AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 103 ON PAGES 13 THROUGH 15 IN THE OFFICE OF RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THENCE ALONG SAID SOUTHEASTERLY LINE OF PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15, NORTH 37° 07' 24" EAST, A DISTANCE OF 314.61 FEET;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE OF PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15, SOUTH 52° 52' 36" EAST, A DISTANCE OF 3.00 FEET;

THENCE NORTH 37° 07' 24" EAST, A DISTANCE OF 543.13 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT "A" OF PARCEL MAP NO. 8725, SAID POINT BEING THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT "A" OF PARCEL MAP NO. 8725 AND THE PROLONGATION OF THE NORTHEASTERLY LINE OF SAID PARCEL 7077-1A ON SAID RECORD OF SURVEY 103/13-15;

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF SAID LOT "A" OF PARCEL MAP NO. 8725, SOUTH 49° 19' 30" EAST, A DISTANCE OF 858.24 FEET TO THE POINT OF BEGINNING.

PARCEL 4: (APN: 380-080-015-9)

PARCEL "D" AS SHOWN ON LOT LINE ADJUSTMENT LLA NO. 4497, AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCEL 3 AND PARCEL 4 OF PARCEL MAP NO. 8725 RECORDED IN BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL 4 AS SHOWN ON SAID PARCEL MAP NO. 8725;

THENCE NORTH 49° 16' 18" WEST, A DISTANCE OF 32.96 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725, SOUTH 37° 14' 26" WEST, A DISTANCE OF 3.02 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF PARCEL 4, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF PARCEL 7070-31 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 103 ON PAGES 13 THROUGH 15 IN THE OFFICE OF RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725, NORTH 49° 16' 18" WEST, A DISTANCE OF 868.97 FEET TO A CURVE CONCAVE NORTHEASTERLY WITH RADIUS OF 1952.82 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2° 09' 05", A DISTANCE OF 73.33 FEET;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725, NORTH 47° 07' 13" WEST, A DISTANCE OF 213.28 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF PARCEL 7077-1B AS SHOWN ON SAID RECORD OF SURVEY 103/13-15;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 7077-1B OF SAID RECORD OF SURVEY 103/13-15, NORTH 18° 49' 17" WEST, A DISTANCE OF 147.60 FEET TO CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 259.00 FEET;

THENCE CONTINUING ALONG SAID EASTERLY LINE OF PARCEL 7077-1B THROUGH A CENTRAL ANGLE OF 55° 56' 41", A DISTANCE OF 252.89 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PARCEL 7077-1A AS SHOWN ON SAID RECORD OF SURVEY 103/13-15;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE OF SAID PARCEL 7077-1A OF RECORD OF SURVEY 103/13-15, NORTH 37° 07' 24" EAST, A DISTANCE OF 21.63 FEET;

THENCE LEAVING SAID PARCEL 7077-1A OF RECORD OF SURVEY 103/13-15, SOUTH 52° 18' 39" EAST, A DISTANCE OF 513.73 FEET;

THENCE SOUTH 40° 10' 10" EAST, A DISTANCE OF 189.64 FEET;

THENCE SOUTH 36° 34' 13" EAST, A DISTANCE OF 670.00 FEET;

THENCE SOUTH 49° 16' 18" EAST, A DISTANCE OF 80.00 FEET TO A POINT ON THE
SOUTHERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725;

THENCE ALONG SAID SOUTHERLY LINE OF SAID PARCEL 4, SOUTH 37° 05' 22" WEST, A
DISTANCE OF 160.00 FEET POINT OF BEGINNING.

PARCEL 5:

A NON-EXCLUSIVE EASEMENT FOR ROAD PURPOSES AS RESERVED IN THAT CERTAIN GRANT DEED RECORDED SEPTEMBER 12, 1997 AS INSTRUMENT NO. 333580 OF OFFICIAL RECORDS.

TRACT 32078 PROPERTY

REAL PROPERTY IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1: (APN: 380-140-001-1)

THAT PORTION OF LOT 47 IN BLOCK .L. OF ELSINORE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED OCTOBER 15, 1885 IN BOOK 4 PAGE 174, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF HAND STREET (VACATED) AS SHOWN ON SAID MAP WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD RIGHT OF WAY AS SHOWN UPON THE MAP OF PARCEL MAP NO. 13471, RECORDED OCTOBER 3, 1979 IN BOOK 70, PAGE 56 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY;

THENCE NORTH 49° 16. 06. WEST ALONG SAID NORTHEASTERLY LINE 476.67 FEET TO THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO HARRY I. HAGAN, ET UX., RECORDED NOVEMBER 21, 1963 AS INSTRUMENT NO. 123114, IN BOOK 3540, PAGE 202, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, SAID CORNER BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 37° 07. 15. EAST ALONG THE NORTHWESTERLY LINE OF SAID HAGAN PARCEL 1194.90 FEET TO THE SOUTHWESTERLY LINE OF PALOMAR STREET AS SHOWN ON SAID MAP OF ELSINORE;

THENCE NORTH 49° 19. 27. WEST ALONG SAID SOUTHWESTERLY LINE OF PALOMAR STREET 179-89 FEET TO THE NORTHEASTERLY CORNER OF THE NORTHWESTERLY 33 FEET OF SAID LOT 47, SAID CORNER BEING THE MOST EASTERLY CORNER 0F THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO WAYNE O. HUTSON, ET UX., RECORDED JANUARY 25, 1957 AS INSTRUMENT NO. 6272, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY;

THENCE SOUTH 37° 07. 10. WEST PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 47 TO THE SAID NORTHEASTERLY LINE OF SAID RAILROAD RIGHT OF WAY, SAID POINT BEING THE SOUTHEASTERLY CORNER OF THAT CERTAIN

PARCEL OF LAND DESCRIBED AS PARCEL 2 IN DEED TO ELLSWORTH BRANDENBURG, ET. UX., RECORDED MARCH 23, 1962 AS INSTRUMENT NO. 26774, IN BOOK 3103, PAGE 368 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY. THENCE SOUTH 49° 16. 06. EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE 179.88 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2: (APN: 380-080-009-4)

THE SOUTHEASTERLY 247.82 FEET TO THE NORTHEASTERLY 824.00 FEET OF LOT 46 IN BLOCK "L" OF RANCHO LA LAGUNA, AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 174, OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, ALSO THE NORTHWESTERLY 33 FEET OF THE NORTHEASTERLY 824.00 FEET OF LOT 47 OF SAID BLOCK "L".

PARCEL 3: (APN: 380-080-008-3)

THAT PORTION OF LOT 46 IN BLOCK "L" OF RANCHO LA LAGUNA AS SHOWN BY CERTIFICATE OF COMPLIANCE NO. 1366, RECORDED DECEMBER 5, 1980 AS INSTRUMENT NO. 228611 OF First American Title OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHWESTERLY 280.82 FEET OF THE SOUTHEASTERLY 528.64 FEET OF THE NORTHEASTERLY 824.00 FEET OF LOT 46 IN BLOCK "L" OF RANCHO LA LAGUNA, AS SHOWN BY MAP ON FILE IN BOOK 4 PAGE 174 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

EXHIBIT “B” TO JCFA

CITY FACILITIES DESCRIPTION

The “City Facilities” consist generally of the acquisition, purchase, construction, expansion, improvement, or rehabilitation of public improvements that are owned, operated or maintained by the City, including, without limitation, streets, trails, intersection improvements, traffic signals, medians, parks, civic facilities and drainage improvements and include all direct and incidental expenses related thereto such as site acquisition, planning, design, engineering legal services, materials testing, coordination, surveying, construction staking, construction management, consulting services, inspection and any and all appurtenant facilities and appurtenant work related to the foregoing.

EXHIBIT "C" TO JCFA

PAYMENT REQUEST FORM
COMMUNITY FACILITIES DISTRICT NO. 2013-1

PAYMENT REQUEST FORM – CITY FACILITIES FUND

[See Attached City -Property Owner
Verification/Certification of City Facilities Amounts]

( ) PROGRESS PAYMENT
( ) FULL/FINAL PAYMENT

The Fiscal Agent is hereby requested to pay from the City Facilities Fund established by Resolution No. ____ of the Legislative Body of the School District, adopted on _____, _____, and the Fiscal Agent Agreement dated as of _____, _____, executed in accordance therewith, to the person, corporation, or other entity designated below as Payee, the sum set forth below such designation, in payment of the City Costs described below. The amount shown below is due and payable under the School Facilities Mitigation Agreement and/or the Joint Community Facilities Agreement and authorization with respect to the City Costs described below and has not formed the basis of any prior request for payment of the City Costs or Facilities.

Payee: *[Property Owner]* or *[City]*

Address:_____
_____

Amount:
$_____

Description of Project Costs or portion thereof accepted by Community Facilities District No. 2013-1 and authorized to be paid to the Payee: City Facilities computed as follows:

Number of:_____ Single Family Detached/Dwelling Units (SF/DUs) _____
Per Tract Map #_____ x=s $_____ per SF/DU = $_____

Total City Costs Paid: $_____

Executed by Authorized Representative for
Community Facilities District No. 2013-1

-EXHIBIT-

Signature: _____

Name: _____

Title: _____

Dated:_____

Payment Request No. _____

[Attach to all requisitions copies of City verification(s)/Property Owner certification(s)]

[Exhibit C (Continued)]

[ON CITY LETTERHEAD]

VERIFICATION BY CITY OF WILDOMAR

CHECK ONE:

[___] 1. As an authorized representative and on behalf of City of Wildomar (City), I hereby verify that the above-referenced City Fee amount of $_____was previously paid to City by [Property Owner name] for fees for City Facilities imposed by City, and such City Fee amounts have not been reimbursed to [Property Owner name] (or to any of its successors and assigns).

[___] 2. As an authorized representative and on behalf of City, I hereby verify that the above-referenced City Fee amount of $_____ is currently due City from [Property Owner name] for fees imposed by City, and such City Fee amounts have not been previously reimbursed to [Property Owner name] (or to any of its successors and assigns).

Dated: _____, 200___

By: _____

Authorized Representative of City

Name: _____

Title: _____

[Exhibit C (Continued)]

[ON PROPERTY OWNER LETTERHEAD]

CERTIFICATION AND REPRESENTATION OF [PROPERTY OWNER]

CHECK ONE:

[___] 1. On behalf of [Property Owner name], I hereby certify and represent that the above-referenced City Fee amount of $_____ was previously paid to City by [Property Owner name], for fees imposed by City, and such City Fee amounts have not been previously reimbursed by City to [Property Owner name] (or to any of its successors and assigns).

[___] 2. On behalf of [Property Owner name], I hereby certify and represent that the above-referenced City Fee amount of $_____ is currently due City from [Property Owner name] for fees imposed by City on [Property Owner name], and such City Fee amounts have not been previously reimbursed to [Property Owner name] (or to any of its successors and assigns).

Dated: _____, 200___

By: _____

Authorized Representative of
[Property Owner name]

Name: _____

Title: _____

EXHIBIT "F"

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

Pursuant to the Development Agreement between the CITY OF WILDOMAR ("City") and CV WILDOMAR 55, a Delaware limited liability company and CV Communities, LLC, a Delaware limited liability company ("Assignor"), dated _____, 2013 (the "Agreement"), which Agreement is hereby incorporated herein by this reference, and for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

1. The assignment and assumption provided for under this Assignment and Assumption Agreement ("Assignment") is made together with the sale, transfer or assignment of all or a part of the property subject to the Agreement. The property sold, transferred or assigned together with this Assignment is described in Exhibit "1" attached hereto and incorporated herein by this reference (the "Subject Property").

2. Assignor hereby grants, sells, transfers, conveys, assigns and delegates to _____ ("Assignee"), all of Assignor's rights, title, interest, benefits, privileges, duties and obligations arising under or from the Agreement with respect to the Subject Property except for the following:

(a) Assignor's right to amend the Agreement or enter into an Operating Memorandum as they apply to any real property other than the Subject Property; and

(b) **[INSERT OTHER RETAINED RIGHTS, IF ANY]**

3. Assignee hereby accepts the foregoing assignment and, except as otherwise provided herein, unconditionally assumes and agrees to perform all of the duties and obligations of Assignor arising under or from the Agreement as owner of the Subject Property and this Assignment and Assignor is hereby released from all such duties and obligations.

4. The sale, transfer or assignment of the Subject Property and the assignment and assumption provided for under this Assignment are the subject of additional agreements between Assignor and Assignee. Notwithstanding any term, condition or provision of such additional agreements, the rights of the City arising under or from the Agreement and this Assignment shall not be affected, diminished or defeated in any way, except upon the express written agreement of the City.

5. Assignor and Assignee execute this Assignment pursuant to Section 13 of the Agreement. This Assignment may be executed by the parties hereto in counterparts, each of which shall be deemed an original.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Assignment as of the dates set forth below.

Dated: _____

ASSIGNOR:

[_____]

By: _____
Name: _____
Title: _____

Dated: _____

ASSIGNEE:

[_____]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT “1” TO EXHIBIT “F”

DESCRIPTION OF SUBJECT PROPERTY

TRACT 25122 PROPERTY

REAL PROPERTY IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1: (APN: 380-080-012-6)

PARCEL "A" AS SHOWN ON LOT LINE ADJUSTMENT LLA NO. 4497, AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCEL 1, PARCEL 2, AND PARCEL 3 AND A PORTION OF LOT "B" OF PARCEL MAP 8725 RECORDED IN BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF PARCEL 1 AS SHOWN ON SAID PARCEL MAP NO. 8725, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF PARCEL 7070-31 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 103 ON PAGES 13 THROUGH 15 IN THE OFFICE OF RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 7070-31 OF SAID RECORD OF SURVEY 103/13-15, SOUTH 37° 07' 15" WEST, A DISTANCE OF 62.65 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT "B" OF PARCEL MAP NO. 8725;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT "B" OF PARCEL MAP NO. 8725, NORTH 49° 16' 18" WEST, A DISTANCE OF 14.03 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT "B" AS SHOWN ON PARCEL MAP NO. 8725;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT "B" OF PARCEL MAP NO. 8725, NORTH 37° 07' 15" EAST, A DISTANCE OF 260.00 FEET TO A POINT ON SAID NORTHWESTERLY LINE OF SAID LOT "B" OF PARCEL MAP NO. 8725;

THENCE LEAVING SAID NORTHWESTERLY LINE OF SAID LOT "B" OF PARCEL MAP NO. 8725, SOUTH 52° 34' 35" EAST, A DISTANCE OF 133.89 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 47.00 FEET HAVING A RADIAL BEARING OF NORTH 61°
06' 29" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41° 35' 15", A DISTANCE OF 34.11 FEET;

THENCE SOUTH 70° 28' 46" EAST, A DISTANCE OF 35.84 FEET TO A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 100.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 25' 55", A DISTANCE OF 74.06 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 70.00 FEET AND A RADIAL BEARING OF NORTH 61° 57' 09" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61° 58' 33", A DISTANCE OF 75.72 FEET TO A POINT WITH A RADIAL BEARING OF NORTH 00° 01' 24" WEST; THENCE SOUTH 53° 06' 05" EAST, A DISTANCE OF 160.45 FEET TO A POINT ON THE WESTERLY LINE OF PARCEL 7077-1A AS SHOWN ON SAID RECORD OF SURVEY FILED IN BOOK 103/13-15, SAID POINT ON A NON-TANGENT CURVE WITH A RADIUS OF 341.00 FEET AND A RADIAL BEARING OF NORTH 57° 53' 39" WEST;

THENCE ALONG SAID WESTERLY LINE OF PARCEL 7077-1A THROUGH A CENTRAL ANGLE OF 38° 30' 09", A DISTANCE OF 229.15 FEET TO A POINT WITH A RADIAL BEARING NORTH 83° 36' 12" EAST;

THENCE CONTINUING ALONG SAID WESTERLY LINE OF PARCEL 7077-1A OF SAID RECORD OF SURVEY FILED IN BOOK 103/13-15, SOUTH 40° 46' 46" WEST, A DISTANCE OF 42.04 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 7070-31 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 103/13-15;

THENCE ALONG SAID NORTHERLY LINE OF SAID PARCEL 7070-31 OF SAID RECORD OF SURVEY FILED IN BOOK 103/13-15, NORTH 49° 16' 18" WEST, A DISTANCE OF 582.60 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (APN: 380-080-013-7)

PARCEL "B" AS SHOWN ON LOT LINE ADJUSTMENT LLA NO. 4497, AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCEL 1, PARCEL 2, AND PARCEL 3 AND PORTIONS OF LOTS "A" AND "B" OF PARCEL MAP 8725 RECORDED IN BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT "A" AS SHOWN ON SAID PARCEL MAP NO. 8725, SAID POINT ALSO BEING 30.00 FEET

SOUTHWESTERLY AND PARALLEL TO THE CENTERLINE OF PALOMAR STREET AS SHOWN ON SAID PARCEL MAP NO. 8725;

THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT "A" AND PARALLEL WITH SAID PALOMAR STREET CENTERLINE, SOUTH 49° 19' 30" EAST, A DISTANCE OF 502.42 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT "A", SAID POINT BEING THE INTERSECTION OF SAID NORTHERLY LINE OF SAID LOT "A" AND THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF PARCEL 7077-900A OF RECORD OF SURVEY FILED IN BOOK 103 ON PAGES 13 THROUGH 15 IN THE OFFICE OF RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THENCE ALONG SAID NORTHWESTERLY LINE OF PARCEL 7077-900A OF SAID RECORD OF SURVEY 103/13-15, SOUTH 37° 07' 24" WEST A DISTANCE OF 573.65 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 7077-1A AS SHOWN ON SAID RECORD OF SURVEY 103/13-15;

THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE OF SAID PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15, SOUTH 52° 52' 36" EAST, A DISTANCE OF 3.00 FEET;

THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE OF SAID PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15, SOUTH 37° 07' 24" WEST A DISTANCE OF 336.24 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 341.00 FEET;

THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5° 01' 03", A DISTANCE OF 29.86 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15 WITH A RADIAL BEARING OF NORTH 57° 53' 39" WEST;

THENCE LEAVING SAID NORTHWESTERLY LINE OF SAID PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15, NORTH 53° 06' 05" WEST, A DISTANCE OF 160.45 FEET TO A NONTANGENT CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 70.00 FEET AND A RADIAL BEARING OF NORTH 00° 01' 24" WEST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61° 58' 33", A DISTANCE OF 75.72 FEET TO A REVERSE CURVE CONCAVE SOUTHWESTERLY WIT H A RADIUS OF 100.00 FEET AND A RADIAL BEARING OF NORTH 61° 57' 09" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 25' 55", A DISTANCE OF 74.06 FEET;

THENCE NORTH 70° 28' 46" WEST, A DISTANCE OF 35.84 FEET TO A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 47.00 FEET AND A RADIAL BEARING OF NORTH 61° 06'
29" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41° 35' 15", A DISTANCE OF 34.11 FEET;

THENCE NORTH 52° 34' 35" WEST, A DISTANCE OF 133.89 FEET TO A POINT ON THE NORTHWESTERLY LINE OF LOT "B" OF SAID PARCEL MAP NO. 8725;

THENCE ALONG SAID NORTHWESTERLY LINE OF SAID LOT "B", NORTH 37° 07' 15" EAST A DISTANCE OF 982.92 FEET TO THE POINT OF BEGINNING.

PARCEL 3: (APN: 380-080-014-8)

PARCEL "C" AS SHOWN ON LOT LINE ADJUSTMENT LLA NO. 4497, AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCEL 3 AND PARCEL 4 AND A PORTION OF LOT "A" OF PARCEL MAP 8725 RECORDED IN BOOK 38 PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT "A" AS SHOWN ON SAID PARCEL MAP NO. 8725, SAID POINT ALSO BEING 30.00 FEET SOUTHWESTERLY AND PARALLEL TO THE CENTERLINE OF PALOMAR STREET AS SHOWN ON SAID PARCEL MAP NO. 8725, SAID POINT ALSO BEING THE INTERSECTION OF SAID NORTHERLY LINE OF SAID LOT "A" AND THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725;

THENCE ALONG SAID SOUTHEASTERLY LINE OF SAID PARCEL 4, SOUTH 37° 06' 08" WEST, A DISTANCE OF 825.70 FEET;

THENCE SOUTH 49° 17' 46" EAST, A DISTANCE OF 562.67 FEET;

THENCE SOUTH 37° 05' 22" WEST, A DISTANCE OF 208.73 FEET TO A POINT ON THE
SOUTHERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725;

THENCE LEAVING SAID SOUTHERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725, NORTH 49° 16' 18" WEST, A DISTANCE OF 80.00 FEET;

THENCE NORTH 36° 34' 13" WEST, A DISTANCE OF 670.00 FEET;

THENCE NORTH 40° 10' 10" WEST, A DISTANCE OF 189.64 FEET;

THENCE NORTH 52° 18' 39" WEST, A DISTANCE OF 568.19 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PARCEL 7077-1A AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 103 ON PAGES 13 THROUGH 15 IN THE OFFICE OF RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THENCE ALONG SAID SOUTHEASTERLY LINE OF PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15, NORTH 37° 07' 24" EAST, A DISTANCE OF 314.61 FEET;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE OF PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15, SOUTH 52° 52' 36" EAST, A DISTANCE OF 3.00 FEET;

THENCE NORTH 37° 07' 24" EAST, A DISTANCE OF 543.13 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT "A" OF PARCEL MAP NO. 8725, SAID POINT BEING THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT "A" OF PARCEL MAP NO. 8725 AND THE PROLONGATION OF THE NORTHEASTERLY LINE OF SAID PARCEL 7077-1A ON SAID RECORD OF SURVEY 103/13-15;

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF SAID LOT "A" OF PARCEL MAP NO. 8725, SOUTH 49° 19' 30" EAST, A DISTANCE OF 858.24 FEET TO THE POINT OF BEGINNING.

PARCEL 4: (APN: 380-080-015-9)

PARCEL "D" AS SHOWN ON LOT LINE ADJUSTMENT LLA NO. 4497, AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCEL 3 AND PARCEL 4 OF PARCEL MAP NO. 8725 RECORDED IN BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL 4 AS SHOWN ON SAID PARCEL MAP NO. 8725;

THENCE NORTH 49° 16' 18" WEST, A DISTANCE OF 32.96 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725, SOUTH 37° 14' 26" WEST, A DISTANCE OF 3.02 FEET TO

A POINT ON THE SOUTHWESTERLY LINE OF PARCEL 4, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF PARCEL 7070-31 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 103 ON PAGES 13 THROUGH 15 IN THE OFFICE OF RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;
THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725, NORTH 49° 16' 18" WEST, A DISTANCE OF 868.97 FEET TO A CURVE CONCAVE NORTHEASTERLY WITH RADIUS OF 1952.82 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2° 09' 05", A DISTANCE OF 73.33 FEET;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725, NORTH 47° 07' 13" WEST, A DISTANCE OF 213.28 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF PARCEL 7077-1B AS SHOWN ON SAID RECORD OF SURVEY 103/13-15;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 7077-1B OF SAID RECORD OF SURVEY 103/13-15, NORTH 18° 49' 17" WEST, A DISTANCE OF 147.60 FEET TO CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 259.00 FEET;

THENCE CONTINUING ALONG SAID EASTERLY LINE OF PARCEL 7077-1B THROUGH A CENTRAL ANGLE OF 55° 56' 41", A DISTANCE OF 252.89 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PARCEL 7077-1A AS SHOWN ON SAID RECORD OF SURVEY 103/13-15;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE OF SAID PARCEL 7077-1A OF RECORD OF SURVEY 103/13-15, NORTH 37° 07' 24" EAST, A DISTANCE OF 21.63 FEET;

THENCE LEAVING SAID PARCEL 7077-1A OF RECORD OF SURVEY 103/13-15, SOUTH 52° 18' 39" EAST, A DISTANCE OF 513.73 FEET;

THENCE SOUTH 40° 10' 10" EAST, A DISTANCE OF 189.64 FEET;

THENCE SOUTH 36° 34' 13" EAST, A DISTANCE OF 670.00 FEET;

THENCE SOUTH 49° 16' 18" EAST, A DISTANCE OF 80.00 FEET TO A POINT ON THE
SOUTHERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725;

THENCE ALONG SAID SOUTHERLY LINE OF SAID PARCEL 4, SOUTH 37° 05' 22" WEST, A
DISTANCE OF 160.00 FEET POINT OF BEGINNING.

PARCEL 5:

A NON-EXCLUSIVE EASEMENT FOR ROAD PURPOSES AS RESERVED IN THAT CERTAIN GRANT DEED RECORDED SEPTEMBER 12, 1997 AS INSTRUMENT NO. 333580 OF OFFICIAL RECORDS.

TRACT 32078 PROPERTY

REAL PROPERTY IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1: (APN: 380-140-001-1)

THAT PORTION OF LOT 47 IN BLOCK .L. OF ELSINORE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED OCTOBER 15, 1885 IN BOOK 4 PAGE 174, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF HAND STREET (VACATED) AS SHOWN ON SAID MAP WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD RIGHT OF WAY AS SHOWN UPON THE MAP OF PARCEL MAP NO. 13471, RECORDED OCTOBER 3, 1979 IN BOOK 70, PAGE 56 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY;

THENCE NORTH 49° 16. 06. WEST ALONG SAID NORTHEASTERLY LINE 476.67 FEET TO THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO HARRY I. HAGAN, ET UX., RECORDED NOVEMBER 21, 1963 AS INSTRUMENT NO. 123114, IN BOOK 3540, PAGE 202, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, SAID CORNER BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 37° 07. 15. EAST ALONG THE NORTHWESTERLY LINE OF SAID HAGAN PARCEL 1194.90 FEET TO THE SOUTHWESTERLY LINE OF PALOMAR STREET AS SHOWN ON SAID MAP OF ELSINORE;

THENCE NORTH 49° 19. 27. WEST ALONG SAID SOUTHWESTERLY LINE OF PALOMAR STREET 179-89 FEET TO THE NORTHEASTERLY CORNER OF THE NORTHWESTERLY 33 FEET OF SAID LOT 47, SAID CORNER BEING THE MOST EASTERLY CORNER 0F THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO WAYNE O. HUTSON, ET UX., RECORDED JANUARY 25, 1957 AS INSTRUMENT NO. 6272, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY;

THENCE SOUTH 37° 07. 10. WEST PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 47 TO THE SAID NORTHEASTERLY LINE OF SAID RAILROAD RIGHT OF WAY, SAID POINT BEING THE SOUTHEASTERLY CORNER OF THAT CERTAIN

PARCEL OF LAND DESCRIBED AS PARCEL 2 IN DEED TO ELLSWORTH BRANDENBURG, ET. UX., RECORDED MARCH 23, 1962 AS INSTRUMENT NO. 26774, IN BOOK 3103, PAGE 368 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY. THENCE SOUTH 49° 16. 06. EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE 179.88 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2: (APN: 380-080-009-4)

THE SOUTHEASTERLY 247.82 FEET TO THE NORTHEASTERLY 824.00 FEET OF LOT 46 IN BLOCK "L" OF RANCHO LA LAGUNA, AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 174, OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, ALSO THE NORTHWESTERLY 33 FEET OF THE NORTHEASTERLY 824.00 FEET OF LOT 47 OF SAID BLOCK "L".

PARCEL 3: (APN: 380-080-008-3)

THAT PORTION OF LOT 46 IN BLOCK "L" OF RANCHO LA LAGUNA AS SHOWN BY CERTIFICATE OF COMPLIANCE NO. 1366, RECORDED DECEMBER 5, 1980 AS INSTRUMENT NO. 228611 OF First American Title OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHWESTERLY 280.82 FEET OF THE SOUTHEASTERLY 528.64 FEET OF THE NORTHEASTERLY 824.00 FEET OF LOT 46 IN BLOCK "L" OF RANCHO LA LAGUNA, AS SHOWN BY MAP ON FILE IN BOOK 4 PAGE 174 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

ATTACHMENT B

County Approved Conditions for TM 25122

RECEIVED AND FILED
MAR 20 2007
BY BOARD OF SUPERVISORS

10. GENERAL CONDITIONS

EVERY DEPARTMENT

10. EVERY. 1 MAP - DEFINITIONS INEFFECT

The words identified in the following list that appear in all capitals in the attached conditions of Tentative Tract No. 25122 shall be henceforth defined as follows:

TENTATIVE MAP = Tentative Tract No. 25122, Amended No. 6

FINAL MAP = Final Map or Parcel Map for the TENTATIVE MAP whether recorded in whole or in phases.

10. EVERY. 2 MAP - PROJECT DESCRIPTION INEFFECT

This tentative map proposes to subdivide 44.22 acres into 102 single family residential lots with a 7200 square foot minimum; and 2 Rural Residential (R-R) zoned lots totaling 11.23 acres.

10. EVERY. 3 MAP - HOLD HARMLESS INEFFECT

The subdivider or any successor-in-interest shall defend, indemnify, and hold harmless the County of Riverside COUNTY), its agents, officers, or employees from any claim, action, or proceeding against the COUNTY, its agents, officers, or employees to attack, set aside, void, or annul an approval of the COUNTY, its advisory agencies, appeal boards, or legislative body concerning the TENTATIVE MAP, which action is brought within the time period provided for in California Government Code, Section 66499.37. The COUNTY will promptly notify the subdivider of any such claim, action, or proceeding against the COUNTY and will cooperate fully in the defense. If the COUNTY fails to promptly notify the subdivider of any such claim, action, or proceeding or fails to cooperate fully in the defense, the subdivider shall not, thereafter, be responsible to defend, indemnify, or hold harmless the COUNTY.

BS GRADE DEPARTMENT

10.BS GRADE. 1 MAP-GIN INTRODUCTION INEFFECT

Improvement such as grading, filling, over excavation and recompaction, and base or paving which require a grading permit are subject to the included Building and Safety Grading Division conditions of approval.

10. GENERAL CONDITIONS

10.BS GRADE. 2 MAP-G1.2 OBEY ALL GDG REGS INEFFECT

All grading shall conform to the Uniform Building Code, Ordinance 457, and all other relevant laws, rules and regulations governing grading in Riverside County and prior to commencing any grading which includes 50 or more cubic yards, the applicant shall obtain a grading permit from the Building & Safety Department.

10.BS GRADE. 3 MAP-G1.3 DISTURBS NEED G/PMT INEFFECT

Ordinance 457 requires a grading permit prior to clearing , grubbing or any top soil disturbances related to construction grading.

10.BS GRADE. 4 MAP-G1.6 DUST CONTROL INEFFECT

All necessary measures to control dust shall be implemented by the developer during grading.

10.BS GRADE. 5 MAP-G2.5 2:1 MAX SLOPE RATIO INEFFECT

Grade slopes shall be limited to a maximum steepness ratio of 2:1 (horizontal to vertical) unless otherwise approved.

10.BS GRADE. 7 MAP-G2.8MINIMUM DRNAGE GRAD INEFFECT

Minimum drainage grade shall be 1% except on portland cement concrete where 0.35% shall be the minimum.

10.BS GRADE. 9 MAP-G2.10 SLOPE SETBACKS INEFFECT

Observe slope setbacks from buildings and property lines per the Uniform Building Code - as amended by Ordinance 457.

FIRE DEPARTMENT

10.FIRE. 1 MAP-#50-BLUE DOT REFLECTORS MET

Blue retroreflective pavement markers shall be mounted on private streets, public streets and driveways to indicate location of fire hydrants. Prior to installation, placement of markers must be approved by the Riverside County Fire Department.

10. GENERAL CONDITIONS

10.FIRE. 2 MAP-#16-HYDRANT/SPACING INEFFECT

Schedule A fire protection approved standard fire hydrants, (6"x4"x2 1/2") located one at each interior and perimeter street intersection and spaced no more than 330 feet apart in any direction, with no portion of any lot frontage more than 165 feet from a hydrant. Minimum fire flow shall be 1,000 GPM for 2 hour duration at 20 PSI.

FLOOD RI DEPARTMENT

10.FLOOD RI. 1 XXM-10 YR CURB - 100 YR ROW INEFFECT

The 10 year storm flow shall be contained within the curb and the 100 year storm flow shall be contained within the street right of way. When either of these criteria is exceeded, additional drainage facilities shall be installed. All lots shall be graded to drain to the adjacent street or an adequate outlet.

10.FLOOD RI. 2 XXM-100 YR SUMP OUTLET INEFFECT

Drainage facilities outletting sump conditions shall be designed to convey the tributary 100 year storm flows. Additional emergency escape shall also be provided.

10.FLOOD RI. 3 XXM-COORDINATE DRAINAGE DESI INEFFECT

Development of this property shall be coordinated with the development of adjacent properties to ensure that watercourses remain unobstructed and stormwaters are not diverted from one watershed to another. This may require the construction of temporary drainage facilities or offsite construction and grading.

10.FLOOD RI. 4 MAP FLOOD HAZARD RPT INEFFECT

This is a proposal to divide 44.22 acres into 102 residential lots and 2 rural residential zoned lots. The property is located on the south corner of McVicar Street and Palomar Street.

The southwest portion of the site is within the 100 year Zone A flood plain limits for Wildomar Channel as delineated on Panel 060245 2710C of the Flood Insurance Rate Maps issued in conjunction with the National Flood Insurance Program administered by the Federal Emergency Management Agency (FEMA). Additionally FEMA has mapped a

10. GENERAL CONDITIONS

10.FLOOD RI. 4 MAP FLOOD HAZARD RPT (cont.) INEFFECT

floodway in association with the flood plain. The developer proposes to leave the floodway as rural residential zoned lots 103 and 104. Pads shall be elevated a minimum of 2 feet above the 100 year water surface and a minimum of 1 foot above the floodway elevation. Rock slope protection for fill slopes adjacent to the floodway shall be constructed to District standards including toe depth and a 15 foot wide maintenance road. The District would maintain the open space lot and the rock slope protection once an agreement has been executed between the developer and the District.

The developer may dedicate lots 103 and 104 to the District for maintenance and operation of the floodway and slope protection. Credit towards area drainage plan fees would be given for the right of way dedication per the Rules and Regulations for the Administration of Area Drainage Plans.

A Conditional Letter of Map Revision (CLOMR) shall be obtained from FEMA prior to the issuance of a grading permit for lots within the floodplain. It should be noted that it may be necessary to redesign the tract layout if there would be any negative impacts to adjacent upstream properties due to the current tract layout as determined in the flood plain study. This could result in the loss of lots.

The existing Wildomar MDP Line E will protect the tract from offsite flows from the northeast. Any work within the District's right of way for Line E will need to be addressed in the agreement.

PLANNING DEPARTMENT

10.PLANNING. 1 MAP - MAP ACT COMPLIANCE INEFFECT

The subdivision shall comply with the State of California Subdivision Map Act and to all requirements of County Ordinance No. 460, Schedule A unless modified by the conditions listed herein.

10.PLANNING. 2 MAP - FEES FOR REVIEW INEFFECT

Any subsequent review/approvals required by the conditions of approval, including but not limited to grading or building plan review or review of any mitigation monitoring

10. GENERAL CONDITIONS

10.PLANNING. 2 MAP - FEES FOR REVIEW (cont.) INEFFECT

requirement, shall be reviewed on an hourly basis, or other appropriate fee, as listed in County Ordinance No. 671. Each submittal shall be accompanied with a letter clearly indicating which condition or conditions the submittal is intended to comply with.

10.PLANNING. 5 MAP - LANDSCAPE MAINTENANCE INEFFECT

The subdivider or any successor-in-interest shall be responsible for maintenance and upkeep of all slopes, landscaped areas and irrigation systems within the subdivision until such time as those operations are the responsibility of the individual home owners, a homeowners association, or any successor-in-interest.

10.PLANNING. 9 MAP - ZONING STANDARDS INEFFECT

Lots created by this TENTATIVE MAP shall be in conformance with the development standards of the R-1 zone.

10.PLANNING. 10 MAP - 90 DAYS TO PROTEST INEFFECT

The project applicant has 90 days from the date of approval of these conditions to protest, in accordance with the procedures set forth in Government Code Section 66020, the imposition of any and all fees, dedications, reservations and/or other exactions imposed on this project as a result of the approval or conditional approval of this project.

10.PLANNING. 11 MAP - LIQUEFACTION REPORT INEFFECT

County Geologic Report (CGR) No. 957 was prepared by Petra Geotechnical in order to evaluate the liquefaction potential at the subject tract. The reports prepared for CGR 957 consist of the following Petra reports:

1."Geotechnical Investigation of Onsite Liquefaction Potential, Tentative Tract 21522, Wildomar Area, Riverside County, CA," dated July 11, 1997.

2. "Geotechnical Review of the Tentative Tract Map, Tract 25122, Palomar Street and McVicar Street, Wildomar Area, County of Riverside, CA," dated May 1, 1998.

3. "Response to County of Riverside, Planning Department Review Sheet for Tentative Tract Map No. 25122," dated

10. GENERAL CONDITIONS

10.PLANNING. 11 MAP - LIQUEFACTION REPORT (cont.) INEFFECT

1/5/99.

CGR 957 determined that:

1. A potential for liquefaction exists at this site.

2. Liquefaction induced soil settlement is calculated to be up to 3 inches within soils layers at depths between 10 and 30 feet below the finished ground surface.

3. The possibility of lateral spreading of the ground surface during an earthquake is considered to be minimal at this site.

CGR 957 recommended that:

1. The entire site shall be overexcavated to provide a minimum 10 feet of engineered fill materials below the bottom of structural foundations, depending upon the actual finish grade elevations.

2. Post-tensioned slabs and foundation systems shall be used for proposed structures on the site.

3. The geotechnical consultant shall review and/or modify the above mentioned liquefaction mitigation recommendations once detailed grading and construction plans are prepared for this project site.

This report satisfies the requirement for a liquefaction report at this site. The recommendations made in CGR 957 shall be adhered to in the design and construction of this project.

10.PLANNING. 12 MAP - DESIGN STANDARDS INEFFECT

The design standards for the subject parcels are as follows:

a. Residential lots created by this map shall conform to the design standards of the R-1 zone.
b The front yard setback is 20 feet.
c. The side yard setback is 5 feet.
d. The street side yard setback is 10 feet.
e. The rear yard setback is 10 feet.
f. The minimum average width of each lot is 60 feet.

10. GENERAL CONDITIONS

10.PLANNING. 12 MAP - DESIGN STANDARDS (cont.) INEFFECT

g. The maximum height of any building is 40 feet.
h. The minimum parcel size is 7,200 square feet.
i. No more than 50% of the lot shall be covered by structure.

EXCEPT AS ALLOWED BY ORDINANCE NO. 348, THERE SHALL BE NO ENCORACHMENT INTO THE SETBACK WITHOUT A SETBACK ADJUSTMENT OR VARIANCE.

10.PLANNING. 13 MAP - ORD 810 OPN SPACE FEE INEFFECT

In accordance with Riverside County Ordinance No. 810, to assist in providing revenue to acquire and preserve open space and habitat, an Interim Open Space Mitigation Fee shall be paid for each residential unit to be constructed within a residential tract map in Western Riverside County.

10.PLANNING. 14 MAP - ORD NO. 659 (DIF) INEFFECT

Prior to the issuance of either a certificate of occupancy or prior to building permit final inspection, the applicant shall comply with the provisions of Riverside County Ordinance No. 659, which requires the payment of the appropriate fee set forth in the Ordinance. Riverside County Ordinance No. 659 has been established to set forth policies, regulations and fees related to the funding and construction of facilities necessary to address the direct and cummulative environmental effects generated by new development projects described and defined in this Ordinance, and it establishes the authorized uses of the fees collected. The fee shall be paid for each residential unit to be constructed within this land division.

In the event Riverside County Ordinance No. 659 is recinded, this condition will no longer be applicable. However, should Riverside County Ordinance No. 659 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that ordinance shall be required.

TRANS DEPARTMENT

10.TRANS. 1 MAP - DRAINAGE 1 INEFFECT

The land divider shall protect downstream properties from damages caused by alteration of the drainage patterns,

10. GENERAL CONDITIONS

10.TRANS. 1 MAP - DRAINAGE 1 (cont.) INEFFECT

i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities including enlarging existing facilities and/or by securing a drainage easement. All drainage easements shall be shown on the final map and noted as follows: "Drainage Easement - no building, obstructions, or encroachments by landfills are allowed". The protection shall be as approved by the Transportation Department.

10.TRANS. 2 MAP - DRAINAGE 2 INEFFECT

The land divider shall accept and properly dispose of all off-site drainage flowing onto or through the site. In the event the Transportation Department permits the use of streets for drainage purposes, the provisions of Article XI of Ordinance No. 460 will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, the subdivider shall provide adequate drainage facilities and/or appropriate easements as approved by the Transportation Department.

10.TRANS. 6 MAP - TS/EXEMPT INEFFECT

The Transportation Department has not required a traffic study for the subject project. It has been determined that the project is exempt from traffic study requirements.

10.TRANS. 9 MAP - STD INTRO 3(ORD 460/461) INEFFECT

With respect to the conditions of approval for the referenced tentative exhibit, the land divider shall provide all street improvements, street improvement plans and/or road dedications set forth herein in accordance with Ordinance 460 and Riverside County Road Improvement Standards (Ordinance 461). It is understood that the tentative map correctly shows acceptable centerline elevations, all existing easements, traveled ways, and drainage courses with appropriate Q's, and that their omission or unacceptablility may require the map to be resubmitted for further consideration. These Ordinances and all conditions of approval are essential parts and a requirement occurring in ONE is as binding as though occurring in all. All questions regarding the true meaning of the conditions shall be referred to the Transportation Department.

10. GENERAL CONDITIONS

10.TRANS. 10 MAP - UTILITY INSTALL. 1 INEFFECT

Electrical power, telephone, communication, street lighting, and cable television lines shall be placed underground in accordance with Ordinance 460 and 461. This also applies to existing overhead lines which are 33.6 kilovolts or below along the project frontage and within the project boundaries.

20. PRIOR TO A CERTAIN DATE

PLANNING DEPARTMENT

20.PLANNING. 2 MAP - EXPIRATION DATE INEFFECT

The conditionally approved TENTATIVE MAP shall expire three (3) years after the County of Riverside Board of Supervisors original approval date, unless extended as provided by County Ordinance No. 460. Action on a minor change and/or revised map request shall not extend the time limits of the originally approved TENTATIVE MAP. A Land Management System (LMS) hold shall be placed on the TENTATIVE MAP, and a LMS hold shall be placed on any subsequent minor change or revised map, which shall be set to take effect on the expiration date. The LMS hold effective date shall be extended in accordance with any permitted extensions of time. The LMS hold shall be downgraded to a LMS notice upon recordation of the the first phase of the TENTATIVE MAP. The LMS hold or notice shall remain in effect until the recordation of the final phase of the TENTATIVE MAP. If the TENTATIVE MAP expires before the recordation of the final phase the LMS hold or notice shall remain in effect and no further FINAL MAP recordation shall be permitted.

40. PRIOR TO PHASING (UNITIZATION)

PLANNING DEPARTMENT

40.PLANNING. 1 MAP - CONCEPTUAL PHASE GRADING INEFFECT

Prior to the approval of a phasing plan for TENTATIVE TRACT, a conceptual grading plan covering the entire TENTATIVE TRACT shall be submitted to the County Planning Department for review and approval. The conceptual grading plan shall comply with the following:

A. Techniques which will be used to prevent erosion and

40. PRIOR TO PHASING (UNITIZATION)

40.PLANNING. 1 MAP - CONCEPTUAL PHASE GRADING (cont.) INEFFECT

sedimentation during and after the grading process shall be depicted or documented.

B. Approximate time frames for grading and areas which may be graded during the higher probability rain months of January through March shall be identified.

C. Preliminary pad and roadway elevations shall be depicted.

D. Areas where temporary grading occurs on any phase other than the one being graded for development at a particular time shall be identified.

The approved conceptual grading plan shall be provided to the Building and Safety Grading Division and shall be used as a guideline for subsequent detailed grading plans for individual phases of the TENTATIVE TRACT.

40.PLANNING. 3 MAP - LOT ACCESS/UNIT PLANS INEFFECT

Any roposed division into units or phasing of the TENTATIVE MAP shall provide for adequate vehicular access to all lots in each unit or phase, and shall substantially conform to the intent and purpose of the land division approval. No approval for any number of units or phases is given by this TENTATIVE MAP and its conditions of approval, except as provided by Section 8.3 (Division into Units) of Ordinance No. 460.

50. PRIOR TO MAP RECORDATION

E HEALTH DEPARTMENT

50.E HEALTH. 1 MAP - WATER PLAN INEFFECT

A water system shall have plans and specifications approved by the water company and the Department of Environmental Health.

50.E HEALTH. 2 MAP - MONEY INEFFECT

Financial arrangements (securities posted) must be made for the water improvement plans and be approved by County Counsel.

50. PRIOR TO MAP RECORDATION

50.E HEALTH. 3 MAP - SEWER PLAN - COUNTY INEFFECT

A sewer system shall have mylar plans and specifications as approved by the District, the County Survey Department and the Department of Environmental Health.

50.E HEALTH. 4 MAP - ANNEX FINALIZED INEFFECT

Annexation proceedings must be finalized with the applicable purveyor for sanitation service.

FIRE DEPARTMENT

50.FIRE. 1 MAP-#7-ECS-HAZ FIRE AREA INEFFECT

Ecs map must be stamped by the Riverside County Surveyor with the following note: The land division is located in the "Hazardous Fire Area" of Riverside County as shown on a map on file with the Clerk of the Board of Supervisors. Any building constructed on lots created by this land division shall comply with the special construction provisions contained in Riverside County Ordinance 787.2.

50.FIRE. 2 MAP-#43-ECS-ROOFING MATERIAL INEFFECT

Ecs map must be stamped by the Riverside County Surveyor with the following note: All buildings shall be constructed with class A material as per the California Building Code.

50.FIRE. 3 MAP-#004-ECS-FUEL MODIFICATION MET

ECS map must be stamped by the Riverside County Surveyor with the following note: Prior to the issuance of a grading permit, the developer shall prepare and submit to the fire department for approval a fire protection/vegetation management that should include but not limited to the following items: a) Fuel modification to reduce fire loading. b) Appropriate fire breaks according to fuel load, slope and terrain. c) Non flammable walls along common boundaries between rear yards and open space. d) Emergency vehicle access into open space areas shall be provided at intervals not to exceed 1500'. e) A homeowner's association or appropriate district shall be responsible for maintenance of all fire protection measures within the open space areas.

NOTE: APPLICABLE TO LOTS 103 & 104.

50. PRIOR TO MAP RECORDATION

50.FIRE. 4 MAP-#46-WATER PLANS INEFFECT

The applicant or developer shall furnish one copy of the water system plans to the Fire Department for review. Plans shall be signed by a registered civil engineer, containing a Fire Department approval signature block, and shall conform to hydrant type, location, spacing and minimum fire flow. Once plans are signed by the local water company, the originals shall be presented to the Fire Department for signature.

50.FIRE. 5 MAP-#53-ECS-WTR PRIOR/COMBUS INEFFECT

Ecs map must be stamped by the Riverside County Surveyor with the following note: The required water system, including fire hydrants, shall be installed and accepted by the appropriate water agency prior to any combustible building material placed on an individual lot.

50.FIRE. 6 MAP-#47-SECONDARY ACCESS INEFFECT

In the interest of Public Safety, the project shall provide an Alternate or Secondary Access(s) as stated in the Transportation Deparment Conditions. Said Alternate or Secondary Access(s) shall have concurrence and approval of both the Transportation Department and the Riverside County Fire Department.

FLOOD RI DEPARTMENT

50.FLOOD RI. 1 XXM-SUBMIT PLANS INEFFECT

A copy of the improvement plans, grading plans, final map, environmental constraint sheet and any other necessary documentation along with supporting hydrologic and hydraulic calculations shall be submitted to the District for review. The plans must receive District approval prior to recordation. All submittals shall be date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit.

50.FLOOD RI. 9 XXM-MAINTENANCE MECHANISM INEFFECT

Evidence of a viable maintenance mechanism shall be submitted to the District and County for review and approval.

50. PRIOR TO MAP RECORDATION

50.FLOOD RI. 10 MAP ONSITE EASE ON FINAL MAP INEFFECT

Onsite drainage facilities located outside of road right of way shall be contained within drainage easements shown on the final map. A note shall be added to the final map stating, "Drainage easements shall be kept free of buildings and obstructions".

50.FLOOD RI. 11 MAP OFFSITE EASE OR REDESIGN INEFFECT

Offsite drainage facilities shall be located within dedicated drainage easements obtained from the affected property owner(s). Document(s) shall be recorded and a copy submitted to the District prior to recordation of the final map. If the developer cannot obtain such rights, the map should be redesigned to eliminate the need for the easement.

50.FLOOD RI. 16 MAP PRESENT WORTH INEFFECT

All flood control facilities should be constructed to District standards. All facilities that the District will assume for maintenance will require the payment of a one time maintenance charge equal to the "present worth" of 10 years of maintenance costs.

50.FLOOD RI. 17 MAP ADP FEE MET

A notice of drainage fees shall be placed on the environmental constraint sheet and final map. The exact wording of the note shall be as follows:

NOTICE OF DRAINAGE FEES

Notice is hereby given that this property is located in the Murrieta Creek/Wildomar Vally Area Drainage Plan which was adopted by the Board of Supervisors of the County of Riverside pursuant to Section 10.25 of Ordinance 460 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 Section 10.25 of Ordinance 460, payment of the drainage fees shall be paid to the Riverside County Flood Control and Water Conservation District at the time of issuance of the grading or building permit for said parcels, whichever occurs first, and that the owner of each parcel, at the time of issuance of either the grading or building permit,

50. PRIOR TO MAP RECORDATION

50.FLOOD RI. 17 MAP ADP FEE (cont.) MET

shall pay the fee required at the rate in effect at the time of issuance of the actual permit.

50.FLOOD RI. 19 MAP WATERS OF U.S.-HEC, PERMIT INEFFECT

A portion of the proposed project s in a floodplain and may affect "waters of the United States", "wetlands" or "jurisdictional streambeds", therefore, in accordance with the requirements of the National Flood Insurance Program and Related Regulations (44 CFR, Parts 59 through 73) and County Ordinance No. 458:

a. A flood study consisting of HEC-2/HEC-RAS calculations, cross sections, maps and other data should be prepared to the satisfaction of the Federal Emergency Management Agency (FEMA) and the District for the purpose of revising the effective Flood Insurance Rate Map of the project site. The study shall be submitted with the related project improvement plans. Grading permits for lots within the floodplain shall not be issued and final maps shall not record until a Conditional Letter of Map Revision (CLOMR) has been received from FEMA. Final Building Inspections for lots impacted by the FEMA floodplain shall not be issued until a Letter of Map Revision (LOMR) is obtained from FEMA.

The applicant shall be responsible for payment of all processing fees required by FEMA for the CLOMR and LOMR. FEMA submittals for a CLOMR shall be reviewed by the District on a fee for service basis. A fee in conformance with the requirements of 44 CFR Parts 65, 70 and subsequent final rules shall be required prior to final map approval to cover the cost of processing the LOMR. Payment of all District fees and deposits for processing of FEMA submittals shall be made directly to the District. Fees for processing FEMA submittals shall be in addition to regular District plan check fees.

b. A copy of appropriate correspondence and necessary permits from those government agencies from which approval is required by Federal or State law (such as Corps of Engineers 404 permit or Department of Fish and Game 1603 agreement) should be provided to the District prior to the final District approval of the project.

50. PRIOR TO MAP RECORDATION

50.FLOOD RI. 23 MAP 3 ITEM ACCPT SD FOR MAINT INEFFECT

Inspection and maintenance of the storm drain system to be constructed with this tract must be performed by either the County Transportation Department or the Flood Control District. The engineer (owner) must request in writing that one of these agencies accept the proposed storm drain system. The request shall note the project number, location, briefly describe the system (sizes and lengths) and include an exhibit that shows the proposed alignment. The request to the District shall be addressed to David P. Zappe, General Manager-Chief Engineer, Attn: Michael Rawson, Chief of the Planning Division.

If the District is willing to maintain the proposed drainage system three items must be accomplished prior to recordation of the final map or 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) an agreement with the District must be executed which establishes the terms and conditions of inspection, operation and maintenance; and 3) 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. An application to draw up an agreement must be submitted to the attention of Mark Wills. All right of way transfer issues must be coordinated with Morey Reynolds of the District's Right of Way Section.

The engineer/developer will need to submit proof of flood control facility bonds and a certificate of insurance to the District's Inspection section before a pre-construction meeting can be scheduled.

PLANNING DEPARTMENT

50.PLANNING. 1 MAP - PREPARE A FINAL MAP INEFFECT

After the approval of the TENTATIVE MAP and prior to the expiration of said map, the land divider shall cause the real property included within the TENTATIVE MAP, or any part thereof, to be surveyed and a FINAL MAP thereof prepared in accordance with the current County Transportation Department - Survey Division requirements, the conditionally approved TENTATIVE MAP, and in accordance with Article IX of County Ordinance No. 460.

50. PRIOR TO MAP RECORDATION

50.PLANNING. 2 MAP - FINAL MAP PREPARER INEFFECT

The FINAL MAP shall be prepared by a licensed land surveyor or registered civil engineer.

50.PLANNING. 4 MAP - SURVEYOR CHECK LIST INEFFECT

The County Transportation Department - Survey Division shall review any FINAL MAP and ensure compliance with the following:

A. All lots on the FINAL MAP shall be in substantial conformance with the approved TENTATIVE MAP relative to size and configuration.

B. All lots on the FINAL MAP shall have a minimum lot size of 7,200 square feet in the R-1 zone.

C. All lot sizes and dimensions on the FINAL MAP shall be in conformance with the development standards of the R-1 , and with the Comprehensive General Plan.

D. All lots on the FINAL MAP shall comply with the length to width ratios, as established by Section 3.8.C. of County Ordinance No. 460. The requirement has been exempted on Lot Nos. 20-24.

E. All knuckle or cul-de-sac lots shall have a minimum of 35 feet of frontage measured at the front lot line.

50.PLANNING. 5 MAP- REQUIRED APPLICATIONS INEFFECT

No FINAL MAP shall record until General Plan Amendment No. 453 and Change of Zone No. 5745 have been approved and adopted by the Board of Supervisors and have been made effective. This land division shall conform with the development standards of the designations and/or zones ultimately applied to the property.

No FINAL MAP shall record until an application for a Variance for Lot No. 30 has been approved by the Planning Commission. If a Variance is not applied for, then a revision to the map for Tentative Tract Map No. 25122, which combines Lot No.(s) 29 and 30 into one lot must be submitted to the Planning Department for approval.

50. PRIOR TO MAP RECORDATION

50.PLANNING. 11 MAP - TRAIL MAINTENANCE INEFFECT

The subdivider shall be responsible for maintaining the Community Trails for Palomar Street and McVicar Street, as shown on Exhibit 'A-1' and 'A-2',attached hereto, through a Homeowners Association (HOA). These include the six foot landscaping and 10 foot wide Trail along Palomar Street and four foot landscaping and 10 foot wide Trail along McVicar Street.

The subdivider, or the subdivider's successors-in-interest or assignees, shall be responsible for the maintenance of these community trail easements until such time as the maintenance is taken over by an appropriate maintenance district.

(AMENDED PER PLANNING COMMISSION HEARING ON 11/14/01)
(AMENDED AT THE BOARD OF SUPERVISORS HEARING ON 1/30/02)

50.PLANNING. 16 MAP - ECS SHALL BE PREPARED INEFFECT

The land divider shall prepare an Environmental Constraints Sheet (ECS) in accordance with Section 2.2. E. & F. of County Ordinance No. 460, which shall be submitted as part of the plan check review of the FINAL MAP.

50.PLANNING. 17 MAP - ECS AFFECTED LOTS INEFFECT

The following note shall be placed on the final map: "Environmental Constraint Sheet affecting this map is on file in the County of Riverside Transportation Department - Survey Division, in E.C.S. Book ___, Page ___. This affects all Parcel Nos."

50.PLANNING. 18 MAP - ECS NOTE MT PALOMAR LIGH INEFFECT

The following Environmental Constraints Note shall be placed on the ECS:

"This property is subject to lighting restrictions as required by County Ordinance No. 655, which are intended to reduce the effects of night lighting on the Mount Palomar Observatory. All proposed outdoor lighting systems shall be in conformance with County Ordinance No. 655."

50. PRIOR TO MAP RECORDATION

50.PLANNING. 30 MAP - COMPLY WITH ORD 457 INEFFECT

The land divider shall provide proof to the County Planning Department - Land Use Division that all structures for human occupancy presently existing and proposed for retention comply with Ordinance No. 457.

50.PLANNING. 31 MAP - ECS/LIQUEFACTION INEFFECT

The following note shall be placed on the Environmental Constraints Sheet prior to final map recordation:

"County Geologic Report No. 957 was prepared for the subject property by Petra Geotechnical on 7/11/97, 5/1/98, and 1/5/99 and is on file at the Riverside County Planning Department. The specific items of concern are liquefaction and liquefaction-induced ground settlement. These items affect all parcels."

50.PLANNING. 32 MAP - REQUIRED CZ-PO DELETED

A Change of Zone-Planning Review Only (CZ-PO)application, proposing Open Area Combining Zone-Residential Developments (R-5) zoning for the 11.23 acre in lot numbers 103 and 104, is required to implement the land uses set forth in this tentative map. No FINAL MAP shall be permitted to record unless and until this change of zone has been approved and adopted by the Board of Supervisors and is effective.

(DELETED AT PLANNING COMMISSION HEARING ON 11/14/01)

50.PLANNING. 33 MAP- CC&R RES POA COM. AREA INEFFECT

The land divider shall (a) notify the Planning Department that the following documents shall be shortly, or have been, submitted to the Office of the County Counsel for the review and approval of that office, and (b) the land divider shall submit to the Office of the County Counsel the following documents:

1. A cover letter identifying the project for which approval is sought referencing the Planning Department case number(s) (a copy of this cover letter may be sent to the Planning Department to serve as notification) and identifying one individual to represent the land divider if there are any questions concerning the review of the submitted documents; and

50. PRIOR TO MAP RECORDATION

50.PLANNING. 33 MAP- CC&R RES POA COM. AREA (cont.) INEFFECT

2. One (1) copy AND one (1) original, wet signed, notarized and ready for recordation declaration of covenants, conditions, and restrictions; attached to these documents there shall be included a legal description of the property included within the covenants, conditions and restrictions and a scaled map or diagram of such boundaries, both signed and stamped by a California registered civil engineer or licensed land surveyor; and

3. A sample document conveying title to the purchaser of an individual lot or unit which provides that the declaration of covenants, conditions, and restrictions is incorporated therein by reference; and,

4. A deposit equaling three (3) hours of the current hourly fee for the Review of Covenants, Conditions and Restrictions established pursuant to County Ordinance No. 671 at the time the above referenced documents are submitted to the Office of the County Counsel for review and approval.

The declaration of covenants, conditions and restrictions submitted for review shall a) provide for a minimum term of 60 years, b) provide for the establishment of a property owner's association comprised of the owners of each individual lot or unit as tenants in common, c) provide for the ownership of the common area by either the property owner's association or the owners of each individual lot or unit as tenants in common, and d) contain the following provisions verbatim:

"Notwithstanding any provision in this Declaration to the contrary, the following provisions shall apply:

The property owners' association established herein shall manage and continuously maintain the 'Community Trails', more particularly described on Exhibit 'A-1' and 'A-2' attached hereto, and shall not sell or transfer the 'Community Trails' or any part thereof, absent the prior written consent of the Planning Department of the County of Riverside or the County's successor-in-interest.

The property owners' association shall have the right to assess the owners of each individual lot or unit for the reasonable cost of maintaining such 'Community Trails', and

50. PRIOR TO MAP RECORDATION

50.PLANNING. 33 MAP- CC&R RES POA COM. AREA (cont.) (cont.) INEFFECT

shall have the right to lien the property of any such owner who defaults in the payment of a maintenance assessment. An assessment lien, once created, shall be prior to all other liens recorded subsequent to the notice of assessment or other document creating the assessment lien.

This Declaration shall not be terminated, 'substantially' amended, or property deannexed therefrom absent the prior written consent of the Planning Director of the County of Riverside or the County's successor-in-interest. A proposed amendment shall be considered 'substantial' if it affects the extent, usage, or maintenance of the 'Community Trails' established pursuant to the Declaration.

In the event of any conflict between this Declaration and the Articles of Incorporation, the Bylaws, or the property owners' association Rules and Regulations, if any, this Declaration shall control."

Once approved, the copy and the original declaration of covenants, conditions and restrictions shall be forwarded by the Office of the County Counsel to the Planning Department. The Planning Department will retain the one copy for the case file, and forward the wet signed and notarized original declaration of covenents, conditions and restrictions to the County Transportation Department - Survey Division - for safe keeping until the final map is ready for recordation. The County Transportation Department - Survey Division - shall record the original declaration of covenants, conditions and restrictions in conjunction with the recordation of the final map.

50.PLANNING. 34 MAP - ARCHAEOLOGICAL STUDY INEFFECT

Prior to recordation of the final map for Tract Map No. 25122, the applicant or their successor shall retain the services of a qualified archaeologist to complete a Phase I study of the entire project site. This requirement is based upon the recommendation of the Eastern Information Center (EIC) at the University of California, Riverside. EIC determined that the potential exist for finding cultural resources at the project site.

The qualified archeologist shall submit four (4) wet-signed copies of the study to the Planning Department

50. PRIOR TO MAP RECORDATION

50.PLANNING. 34 MAP - ARCHAEOLOGICAL STUDY (cont.) INEFFECT

for review and approval.

If the qualified archeologist finds evidence of cultural resources at the project site, TR25122 shall be revised to avoid impacts to those resources identified by the archeologist and to allow for the documentation and/or recovery of those resources.

50.PLANNING. 35 MAP - QUIMBY FEES (1) INEFFECT

The land divider shall submit to the County Planning Department - Development Review Division a duly and completely executed agreement with the Riverside County Parks and Recreation Department which demonstrates to the satisfaction of the County that the land divider has provided for the payment of parks and recreation fees and/or dedication of land for the TENTATIVE MAP in accordance with Section 10.35 of County Ordinance No. 460.

50.PLANNING. 37 MAP - ECS NOTE RIGHT-TO-FARM INEFFECT

The following Environmental Constraints Note shall be placed on the ECS:

All lots, as shown on this map, are located proximate to land zoned for residential and light agricultural uses by the County of Riverside. It is the declared policy of the County of Riverside that no agricultural activity, operation, or facility, or appurtenance thereof, conducted or maintained for commercial purposes in the unincorporated area of the County, and in a manner consistent with proper and accepted customs and standards, as established and followed by similar agricultural operations in the same locality, shall be or become a nuisance, private or public, due to any changed condition in or about the locality, after the same has been in operation for more than three (3) years, if it wasn't a nuisance at the time it began. The term "agricultural activity, operation or facility, or appurtenances thereof" includes, but is not limited to, the cultivation and tillage of the soil, the production, cultivation, growing and harvesting of any apiculture, or horticulture, the raising of livestock, fur bearing animals, fish or poultry, and any practices performed by a farmer or on a farm as incident to, or in conjunction with, such farming operations, including preparation for market, delivery to storage or to market, or to carriers for

50. PRIOR TO MAP RECORDATION

50.PLANNING. 37 MAP - ECS NOTE RIGHT-TO-FARM (cont.) INEFFECT

transportation to market."

TRANS DEPARTMENT

50.TRANS. 1 MAP - R & B B D INEFFECT

Prior to the recordation of the final map, or any phase thereof, the project proponent shall pay fees in accordance with Zone A of the SWAP Road and Bridge Benefit District. Should the project proponent choose to defer the time of payment, a written request shall be submitted to the County, deferring said payment to the time of issuance of a building permit. Fees which are deferred shall be based upon the fee schedule in effect at the time of issuance of the permit.

50.TRANS. 2 MAP - DEDICATIONS INEFFECT

All remaining interior streets shall be improved within the dedicated right-of-way in accordance with County Standard No. 104, Section A. (40'/60')

'F', 'G' and 'H' Street shall be improved within the dedicated right-of-way in accordance with County Standard No. 106, Section A. (32'/50')

50.TRANS. 3 MAP - EXISTING MAINTAINED INEFFECT

Palomar Street is a paved County maintained road and shall be improved with concrete curb-and-gutter located 43 feet from centerline and match up asphalt concrete paving; reconstruction; or resurfacing of existing paving as determined by the Transportation Department within a 55 foot half-width dedicated right-of-way in accordance with County Standard No. 100. (43'/55')

50.TRANS. 5 MAP - SOILS 2 INEFFECT

The developer/owner shall submit a preliminary soils and pavement investigation report addressing the construction requirements within the road right-of-way.

50.TRANS. 6 MAP - PART-WIDTH INEFFECT

Delca Lane shall be improved with 32 feet of asphalt concrete pavement within a 45' part-width dedicated

50. PRIOR TO MAP RECORDATION

50.TRANS. 6 MAP - PART-WIDTH (cont.) INEFFECT

right-of-way in accordance with County Standard No. 104, Section A. (20'/30')

McVicar Street shall be improved with 32 feet of asphalt concrete pavement within a 45' part-width dedicated right-of-way in accordance with County Standard No. 104, Section A. (20'/30')

50.TRANS. 13 MAP - EASEMENT INEFFECT

Any easement not owned by a public utility, public entity or subsidiary, not relocated or eliminated prior to final map approval, shall be delineated on the final map in addition to having the name of the easement holder, and the nature of their interests, shown on the map.

50.TRANS. 14 MAP - ACCESS RESTRICTION INEFFECT

Lot access shall be restricted on Palomar Street and so noted on the final map.

50.TRANS. 15 MAP - STRIPING PLAN INEFFECT

A signing and striping plan is required for this project. The applicant shall be responsible for any additional paving and/or striping removal caused by the striping plan. Traffic signing and striping shall be performed by County forces with all incurred costs borne by the applicant, unless otherwise approved by the County Traffic Engineer.

50.TRANS. 16 MAP - STREET NAME SIGN INEFFECT

The land divider shall install street name sign(s) in accordance with County Standard No. 816 as directed by the Transportation Department.

50.TRANS. 19 MAP* - LANDSCAPING INEFFECT

The project proponent shall comply in accordance with landscaping requirements within public road rights-of-way, in accordance with Ordinance 461. Landscaping shall be installed within _____, _____,. _____. Landscaping plans shall be submitted on standard County Plan sheet format (24" X 36"). Landscaping plans shall be submitted with the street improvement plans. If landscaping maintenance to be annexed to County Service

50. PRIOR TO MAP RECORDATION

50.TRANS. 19 MAP* - LANDSCAPING (cont.) INEFFECT

Area, or Landscaping and Lighting Maintenance District, landscaping plans shall depict ONLY such landscaping, irrigation and related facilities as are to be placed within the public road rights-of-way.

50.TRANS. 20 MAP - LANDSCAPING G.P. INEFFECT

The applicant shall comply with the parkway landscaping requirements of Ordinance 499 for all General Plan Circulation Element roads. Landscaping shall be installed along Palomar Street, and shall be maintained by annexation into a County Service Area and/or Assessment District or enter into a continuous agreement. Landscaping plans shall be submitted with the street improvement plans for approval.

50.TRANS. 21 MAP - ASSESSMENT DIST INEFFECT

Should this project lie within any assessment/benefit district, the applicant shall, prior to recordation, make application for and pay for their reapportionment of the assessments or pay the unit fees in the benefit district unless said fees are deferred to building permit.

50.TRANS. 22 MAP - STREET LIGHTS-CSA/LAFCO INEFFECT

The landowner shall contact the County Service Area (CSA) Administrator who determines whether the development is within an existing assessment district. Depending on whether the development is or is not within an existing assessment district the landowners shall, pursuant to Governmental Code Section 56000, either file an application, including a Street Light Plan approved by the Transporation Department, with the Local Agency Formation Commission (LAFCO) for the annexation into the existing assessment district or the creation of a new County Service Area.

50.TRANS. 23 MAP - STREET LIGHT PLAN INEFFECT

A separate street light plan is required for this project. Street lighting shall be designed in accordance with County Ordinance 460 and Street Light Specification Chart found in Specification Section 22 of Ordinance 461. For projects within SCE boundaries use County of Riverside Ordinance 461, Standard No's 1000 or 1001. For projects within

50. PRIOR TO MAP RECORDATION

50.TRANS. 23 MAP - STREET LIGHT PLAN (cont.) INEFFECT

Imperial Irrigation District (IID) use IID's pole standard.

50.TRANS. 24 MAP - STREET LIGHT - CERT. INEFFECT

Prior to RECORDATION, the landowner shall receive and provide to Transportation Permits, a Certificate of Completion for street lights from LAFCO.

50.TRANS. 25 MAP - SOUTHWEST TUMF INEFFECT

Prior to the recordation of the final map, or any phase thereof, the project proponent shall pay the Transportation Uniform Mitigation Fee (TUMF) in accordance with the fee schedule in effect at the time of recordation, pursuant to Board Policy (dated May 25, 2004) and Ordinance No. 824.

50.TRANS. 26 MAP - SOUTHWEST R&BBD RECORD INEFFECT

Prior to the recordation of the final map, or any phase thereof, the project proponent shall pay fees in accordance with Zone A of the Southwest Road and Bridge Benefit District, pursuant to Board Policy (dated May 25, 2004).

60. PRIOR TO GRADING PRMT ISSUANCE

BS GRADE DEPARTMENT

60.BS GRADE. 1 MAP-G1.4 NPDES/SWPPP INEFFECT

Prior to issuance of any grading or construction permits - whichever comes first - the applicant shall provide the Building and Safety Department evidence of compliance with the following: EFFECTIVE OCTOBER 1, 1992, OWNER OPERATORS OF CONSTRUCTION PROJECTS ARE REQUIRED TO COMPLY WITH THE N.P.D.E.S.' (National Pollutant Discharge Elimination System) REQUIREMENT TO OBTAIN A CONSTRUCTION PERMIT FROM THE STATE WATER RESOURCE CONTROL BOARD (SWRCB).

THE CONSTRUCTION PERMIT REQUIREMENT APPLIES TO CONSTRUCTION SITES OF FIVE ACRES AND LARGER OR SITES OR LESS THAN FIVE ACRES IF THE CONSTRUCTION ACTIVITY IS PART OF A LARGER COMMON PLAN OF DEVELOPMENT OR SALE. THE OWNER OPERATOR CAN COMPLY BY SUBMITTING A NOTICE OF INTENT (NOI), DEVELOP AND IMPLEMENT A STORM WATER POLLUTION PREVENTION PLAN (SWPPP), AND A MONITORING PROGRAM AND REPORTING PLAN FOR THE CONSTRUCTION SITE. FOR ADDITIONAL INFORMATION AND TO

60. PRIOR TO GRADING PRMT ISSUANCE

60.BS GRADE. 1 MAP-G1.4 NPDES/SWPPP (cont.) INEFFECT

OBTAIN A COPY OF THE NPDES STATE CONSTRUCTION PERMIT CONTACT THE SWRCB AT (916) 657-1146.

AT THE TIME THE COUNTY ADOPTS, AS PART OF ANY ORDINANCE, REGULATIONS SPECIFIC TO N.P.D.E.S., THIS PROJECT (OR SUBDIVISION) SHALL COMPLY WITH THEM.

60.BS GRADE. 2 MAP-G2.1 GRADING BONDS INEFFECT

Grading in excess of 199 cubic yards will require performance security to be posted with the Building and Safety Department. Single Family Dwelling units graded one lot per permit and proposing to grade less than 5,000 cubic yards are exempt.

60.BS GRADE. 3 MAP-G2.2 IMPORT / EXPORT INEFFECT

In instances where a grading plan involves import or export, prior to obtaining a grading permit, the applicant shall have obtained approval for the import/export location from the Building and Safety Department. Additionally, if either location was not previously approved by an Environmental Assessment, prior to issuing a grading permit a Grading Environmental Assessment shall be submitted to the Planning Director for review and comment and to the Building and Safety Department Director for approval.

60.BS GRADE. 4 MAP-G2.3SLOPE EROS CL PLAN INEFFECT

Erosion control- landscape plans, required for manufactured slopes greater than 3 feet in vertical height, are to be signed by a registered landscape architect and bonded per the requirements of Ordinance 457, see form 284-47.

60.BS GRADE. 5 MAP-G2.4GEOTECH/SOILS RPTS INEFFECT

Geotechnical soils reports, required in order to obtain a grading permit, shall be submitted to the Building and Safety Department's Grading Division for review and approval prior to issuance of a grading permit.

All grading shall be in conformance with the recommendations of the geotechnical/soils reports as approved by Riverside County.*

60. PRIOR TO GRADING PRMT ISSUANCE

60.BS GRADE. 5 MAP-G2.4GEOTECH/SOILS RPTS (cont.) INEFFECT

*The geotechnical/soils, compaction and inspection reports will be reviewed in accordance with the RIVERSIDE COUNTY GEOTECHNICAL GUIDELINES FOR REVIEW OF GEOTECHNICAL AND GEOLOGIC REPORTS.

60.BS GRADE. 6 MAP-G2.7DRNAGE DESIGN Q100 INEFFECT

All grading and drainage shall be designed in accordance with Riverside County Flood Control & Water Conservation District's conditions of approval regarding this application. If not specifically addressed in their conditions, drainage shall be designed to accommodate 100 year storm flows.

Additionally, the Building and Safety Department's conditional approval of this application includes an expectation that the conceptual grading plan reviewed and approved for it complies or can comply with any WQMP (Water Quality Management Plan) required by Riverside County Flood Control and Water Conservation District.

60.BS GRADE. 9 MAP-G2.14OFFSITE GDG ONUS INEFFECT

Prior to the issuance of a grading permit, it shall be the sole responsibility of the owner/applicant to obtain any and all proposed or required easements and/or permissions necessary to perform the grading herein proposed.

E HEALTH DEPARTMENT

60.E HEALTH. 1 USE - ABANDON SEPTIC SYSTEMS INEFFECT

The Department of Environmental Health will require the those existing dwellings that will be removed and cross proposed lots 33-39;41-42;61-65 to have their septic tanks systems properly located by a C-42 septic tank contractor and removed per the Uniform Plumbing Code.

FIRE DEPARTMENT

60.FIRE. 1 MAP-#004 FUEL MODIFICATION INEFFECT

Prior to the issuance of a grading permit, the developer shall prepare and submit to the fire department for approval a fire protection/vegetation management that should include but not limited to the following items:

60. PRIOR TO GRADING PRMT ISSUANCE

60.FIRE. 1 MAP-#004 FUEL MODIFICATION (cont.) INEFFECT

a) fuel modification to reduce fire loading
b) appropriate fire breaks according to fuel load, slope and terrain.
c) non flammable walls along common boundaries between rear yards and open space.
d) emergency vehicle access into open space areas shall be provided at intervals not to exceed 1500 feet
e) a homeowner's association or appropriate district shall be responsible for maintenance of all fire protection measures within open space areas.

NOTE: APPLICABLE TO LOTS 103 & 104.

FLOOD RI DEPARTMENT

60.FLOOD RI. 1 XXM-SUBMIT PLANS INEFFECT

A copy of the improvement plans, grading plans and any other necessary documentation along with supporting hydrologic and hydraulic calculations shall be submitted to the District for review. The plans must receive District approval prior to issuance of grading permits. All submittals shall be date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit.

60.FLOOD RI. 3 MAP PHASING INEFFECT

If the tract is built in phases, each phase shall be protected from the 1 in 100 year tributary storm flows.

60.FLOOD RI. 4 MAP EROS CNTRL AFTER RGH GRAD INEFFECT

Temporary erosion control measures shall be implemented immediately following rough grading to prevent deposition of debris onto downstream properties or drainage facilities. Plans showing these measures shall be submitted to the District for review.

60.FLOOD RI. 9 MAP ADP FEE MET

Tract 25122 is located within the limits of the Murrieta Creek/Wildomar Valley Area Drainage Plan for which drainage fees have been adopted.

Drainage fees shall be paid to the District at the time of

60. PRIOR TO GRADING PRMT ISSUANCE

60.FLOOD RI. 9 MAP ADP FEE (cont.) MET

the issuance of grading permits for the approved parcels or at the time of issuance of building permits if no grading permits are issued for the parcels and may be paid, at the option of the land owner, in pro rata amounts. The amount of the drainage fee required to be paid shall be the amount that is in effect for the particular Area Drainage Plan at the time of issuance of the grading permits or issuance of the building permits if grading permits are not issued.

PLANNING DEPARTMENT

60.PLANNING. 2 MAP - TRAIL EASEMENT INEFFECT

The developer shall cause grading plans to be prepared which delineates grading adjacent to or within a proposed trail easement adjacent to the Wildomar Channel, as delineated on the approved tentative map. Said grading must conform to the trail standards of the Comprehensive General Plan.

60.PLANNING. 20 MAP - SKR FEE CONDITION INEFFECT

Prior to the issuance of a grading permit, certificate of occupancy, or upon building permit final inspection, whichever comes first, the applicant shall comply with the provisions of Riverside County Ordinance No. 663, which generally requires the payment of the appropriate fee set forth in that ordinance. The amount of the fee required to be paid may vary depending upon a variety of factors, including the type of development application submitted and the applicability of any fee reduction or exemption provisions contained in Riverside County Ordinance No. 663. Said fee shall be calculated on the approved development project which is anticipated to be 44.22 acres in accordance with TENTATIVE MAP. If the development is subsequently revised, this acreage amount may be modified in order to reflect the revised development project acreage amount. In the event Riverside County Ordinance No. 663 is rescinded, this condition will no longer be applicable. However, should Riverside County Ordinance No. 663 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that ordinance shall be required.

60. PRIOR TO GRADING PRMT ISSUANCE

60.PLANNING. 22 MAP - PALEONTOLOGICAL RESOURCE INEFFECT

The following note shall be placed on the approved grading plans. "If during grading operations paleontological resources are encountered, the developer shall retain a qualified paleontologist. If deemed necessary in the professional opinion of the paleontologist (and/or determined by the Planning Department), the paleontologist or the on-site representative(s) shall actively monitor all project related grading and shall have the authority to temporarily divert, redirect or halt grading activity to allow for the recovery of paleontological resources."

Prior to final grading approval by the Department of Building and Safety, a wet-signed letter/report from the retained paleontologist shall be submitted to the Planning Department for review and approval.

60.PLANNING. 23 MAP - FAULT STUDY INEFFECT

County Geologic Report (CGR) No. 1033 has been prepared for this project by PETRA Geotechnical Inc. and is entitled "Response to Riverside County Review Sheet dated April 2, 1990, for Fault Evaluation, Tentative Tract Map 25122, Wildomar Area, Riverside County, California," dated November 21, 2000. This report updates CGR No. 710 which was performed in 1990.

The report determined that:

1. Petra's review could not be finalized due to data gaps in previous fault investigation work performed as a part of CGR No. 710. The trench coverage gap is specifically related to the 120-foot gap between trenches FT-1 and FT-2 in the northeastern portion of the site. In fault trench FT-1, no faulting was observed by previous investigators.

2. No faulting was observed in FT-3, in the western portion of the site.

CGR No. 1033 recommended that:

1. An additional fault trench be excavated between FT-1 and FT-2 approximately 150 feet in length at least 15 feet in depth, to address the question of bedrock depth and to provide complete coverage of the area.

County staff concurs with the above recommendation. In

60. PRIOR TO GRADING PRMT ISSUANCE

60.PLANNING. 23 MAP - FAULT STUDY (cont.) INEFFECT

addition to the above-recommendation, the following is recommended.

1. Fault trench coverage should be provided southerly of FT-2 so that the Kennedy 1977 lineament can be assessed completely, as shown on Plate 1 of the subject report.

2. An addendum report with the investigation of the proposed trenches should be submitted for review and approval.

Additional comments - Wayne Harrison - August 1, 2001

A) Prior to grading permit issuance, the applicant will submit a comprehensive supplement to County Geologic Report No. 1033 for review and approval by the County Engineering Geologist, along with applicable additional review fees, to report on the geologic fault trenching that has been recommended to fill in gaps between trenches FT-1 and FT-2.

It is our understanding that structures currently existing on site will need to be demolished prior to initiating the additional recommended fault trenching.

Therefore, the fault investigation should be conducted after demolition of said structures, but prior to grading, so that disruption of the upper soils is kept to a minimum.

County Geologic Report (CGR) No. 1033 prepared by PETRA Geotechnical, is a continuation of previous work performed by others under County Geologic Report No. 710 which was not previously approved for TR25122.

CGR No. 1033 is not approved. Approval is pending review and approval of the comprehensive supplement to CGR No. 1033. It is recomended that this supplemental report should include a stand-alone summary of work to date to bring the investigation to completion. Structure setbacks and other recommendations should be included, as appropriate.

-Wayne Harrison 8/01/01 909-955-3211

70. PRIOR TO GRADING FINAL INSPECT

PLANNING DEPARTMENT

70.PLANNING. 3 MAP - PALEONTOLOGIST RETAINED INEFFECT

If during grading operations, paleontological resources were encountered, the developer shall have retained a qualified paleontologist to evaluate the resources. A wet-signed letter/report from the retained paleontologist stating/identifying in detail the paleontological resource find(s), and its/their final disposition shall be prepared and submitted to the Planning Department. Upon review and approval by the Planning Director the letter/study shall be retained in the project file in the Riverside County Planning Department.

80. PRIOR TO BLDG PRMT ISSUANCE

BS GRADE DEPARTMENT

80.BS GRADE. 1 MAP-G3.1NO B/PMT W/O G/PMT INEFFECT

Prior to issuance of any building permit, the property owner shall obtain a grading permit and/or approval to construct from the Grading Divisin of the Building and Safety Department.

FIRE DEPARTMENT

80.FIRE. 1 MAP-#50A-TRACT FIRE HYDRANTS INEFFECT

Prior to the release of your installation, site prep and/or building permits from Building and Safety, the fire hydrant(s) system must be installed per the Environmental Contraint Sheet Map that was filed with the Riverside County Surveyor's Office. Verification of the fire hydrant installation will need to be given to the Riverside County Fire Department. Contact the fire department for verification guidelines.

FLOOD RI DEPARTMENT

80.FLOOD RI. 3 MAP ADP FEE MET

Tract 25122 is located within the limits of the Murrieta Creek/Wildomar Valley Area Drainage Plan for which drainage fees have been adopted.

Drainage fees shall be paid to the District at the time of

80. PRIOR TO BLDG PRMT ISSUANCE

80.FLOOD RI. 3 MAP ADP FEE (cont.) MET

the issuance of grading permits for the approved parcels or at the time of issuance of building permits if no grading permits are issued for the parcels and may be paid, at the option of the land owner, in pro rata amounts. The amount of the drainage fee required to be paid shall be the amount that is in effect for the particular Area Drainage Plan at the time of issuance of the grading permits or issuance of the building permits if grading permits are not issued.

80.FLOOD RI. 4 XXM-SUBMIT PLANS INEFFECT

A copy of the improvement plans, grading plans and any other necessary documentation along with supporting hydrologic and hydraulic calculations shall be submitted to the District for review. The plans must receive District approval prior to issuance of building permits. All submittals shall be date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit.

PLANNING DEPARTMENT

80.PLANNING. 3 MAP - BUILDING SEPARATION INEFFECT

Building separation between all buildings shall not be less than ten (10) feet. Fireplaces may encroach one (1) foot into the side yard setback. Additional encroachments are only allowed as permitted by County Ordinance No. 348.

80.PLANNING. 4 MAP - SIDE YARD SETBACKS INEFFECT

All street side yard setbacks shall be a minimum of ten (10) feet.

80.PLANNING. 5 MAP - FRONT YARD LANDSCAPING INEFFECT

All front yards shall be provided with landscaping and automatic irrigation, as defined by County Ordinance No. 348.

80.PLANNING. 7 MAP - UNDERGROUND UTILITIES INEFFECT

All utility extensions within a lot shall be placed underground.

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 9 MAP - NO CROSS LOT DRAINAGE INEFFECT

Lots shall be graded to drain to the street with no cross lot drainage permitted. Drainage shall be indicated on the Final Plan of Development.

80.PLANNING. 19 MAP - ACOUSTICAL STUDY DELETED

The land divider/permit holder shall cause an acoustical study to be performed by an acoustical engineer to establish appropriate mitigation measures that shall be applied to individual dwelling units within the subdivision to reduce the first and second story ambient interior and exterior levels to 45 Ldn and 65 Ldn, respectively. The study shall be submitted, along with the appropriate fee, to the County Environmental Health Department - Industrial Hygiene Division for review and approval. The approved mitigation measures, if any, shall be forwarded from the Environmental Health Department to the County Department of Building and Safety and the County Planning Department for implementation into the final building plans.

(DELETED BY THE BOARD OF SUPERVISORS HEARING ON 1/29/02.)

80.PLANNING. 23 MAP - SCHOOL MITIGATION INEFFECT

Impacts to the Lake Elsiore Unified School District will be mitigated in accordance with California State law.

80.PLANNING. 24 MAP - PARKING/LANDSCAPE PLAN INEFFECT

The land divider/permit holder shall file seven (7) sets of a hading, Parking, Fencing, Landscaping and Irrigation Plan to the County Planning Department for review and approval. Said plan shall be submitted to the Department in the form of a plot plan application pursuant to County Ordinance No. 348, Section 18.30.a.(1) (Plot Plans not subject to the California Environmental Quality Act and not subject to review by any governmental agency other than the Planning Department), along with the current fee. The plan shall be in compliance with Section 18.12, Sections 19.300 through 19.304., and the TENTATIVE MAP conditions of approval.

A. The plan shall show all project fencing including, but not limited to, perimeter fencing, side and rear yard fencing, and open space or park fencing. A typical frontal view of all fences shall be shown on the fencing plan.

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 24 MAP - PARKING/LANDSCAPE PLAN (cont.) INEFFECT

B. The plan shall show all common open space areas. The plan shall address all areas and conditions of the tract requiring landscaping and irrigation to be installed including, but not limited to, (slope planting, common area and/or park landscaping, and individual front yard landscaping). Emphasis shall be placed on using plant species that are drought tolerant and low water using. The plans shall provide for the following:

1. Permanent automatic irrigation systems shall be installed on all landscaped areas requiring irrigation. Low water use systems are encouraged.

2. All utility service areas and enclosures shall be screened from view with landscaping and decorative barriers or baffle treatments, as approved by the Planning Department. Utilities shall be placed underground.

3. Parkways and landscaped building setbacks shall be landscaped to provide visual screening or a transition into the primary use area of the site. Landscape elements shall include earth berming, ground cover, shrubs, and specimen trees in conjunction with meandering sidewalks, benches, and other pedestrian amenities where appropriate as approved by the Planning Department.

4. Landscaping plans shall incorporate native and drought tolerant plants where appropriate.

5. All trees shall be minimum double-staked. Weaker and/or slow-growing trees shall be steel-staked.

6. All wood fencing shall be treated with heavy oil stain to match the natural shade to prevent bleaching from irrigation spray.

7. The developer shall construct a six foot high decorative block wall as shown on the approve TENTATIVE MAP. The required wall shall be subject to the approval of the County Department of Building and Safety. An anti-graffiti coating shall be provided on all block walls, and written verification from the developer shall be provided to both the Planning Department, Development Review Division and the Building and Safety Department.

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 24 MAP - PARKING/LANDSCAPE PLAN (cont.) (cont.) INEFFECT

8. The developer shall construct a six foot high solid wood or wrought iron fence along side and rear property lines excepting where block walls were required by previous conditions. The required fence shall be subject to the approval of the County Department of Building and Safety.

9. Constructed decorative block walls shall conform with the locations delineated on the attached Exhibit "W" landscaping, Shading, Parking, Landscapi and Irrigation plan, as submitted in accordance with this condition.

10. The rear yard fencing for Lot No.(s) 1, 2, 3, and the side yard for Lot No. 20 and No. 83 , as shown on Exhibit "W", shall be constructed of wood and consistent with Condition No. 6 of this landscaping condition. The required landscaping plan shall have enhanced landscaping including, but not limited to, shrubby and turf along the street-side of the fence for the five lots listed above. The Landscape Plans shall include color elevations to show how the enhanced landscaping will lessen the visual impact of the fences from the McVicar Street and Palomar Street entrances to the Tract.

(AMENDED PER PLANNING COMMISSION ON 11/14/01.)
(AMENDED BY THE BOARD OF SUPERVISORS ON 1/30/02.)

TRANS DEPARTMENT

80.TRANS. 1 MAP - GARAGE DOORS INEFFECT

Garage door setbacks for all residential zones shall be 24 feet for a conventional door or 20 feet for a roll-up door, measured from the back of the sidewalk to the face of garage door or the face of the curb if no sidewalk is required, or 20 feet from the street right-of-way, whichever setback is greater.

90. PRIOR TO BLDG FINAL INSPECTION

BS GRADE DEPARTMENT

90.BS GRADE. 1 MAP-G4.1E-CL 4:1 OR STEEPER INEFFECT

Plant and irrigate all manufactured slopes steeper than a 4:1 (horizontal to vertical) ratio and 3 feet or greater in

90. PRIOR TO BLDG FINAL INSPECTION

90.BS GRADE. 1 MAP-G4.1E-CL 4:1 OR STEEPER (cont.) INEFFECT

vertical height with grass or ground cover; slopes 15 feet or greater in vertical height shall be planted with additional shrubs or trees as approved by the Building & Safety Department's Erosion Control Specialist.

90.BS GRADE. 2 MAP-G4.2 1/2"/FT/3FT MIN INEFFECT

Finish grade shall be sloped to provide proper drainage away from all exterior foundation walls. The slope shall be not less than one-half inch per foot for a distance of not less than 3 feet from any point of exterior foundation. Drainage swales shall not be less than 1 1/2 inches deeper than the adjacent finish grade at the foundation.

FLOOD RI DEPARTMENT

90.FLOOD RI. 1 XXM-OBTAIN LOMR INEFFECT

Letter of Map Revision shall be obtained from FEMA for all lots impacted by a FEMA floodplain.

PLANNING DEPARTMENT

90.PLANNING. 5 MAP - LANDSCAPING COMPLIANCE INEFFECT

The land divider/permit holder's landscape architect or the party responsible for preparing the landscape and irrigation plans shall provide a Compliance Letter to the County Planning Department and the County Department of Building and Safety stating that the landscap and irrigation system has been installed in compliance with the approved landscaping and irrigation plans.

90.PLANNING. 6 MAP- CERTIFY PARK MITIGATION INEFFECT

The developer shall present certification to the County Planning Department that payment of parks and recreation fees and/or dedication of land for park use in accordance with Section 10.35 of County Ordinance No. 460 has taken place. Said certification shall be obtained from the Riverside County Parks and Recreation Department.

90.PLANNING. 7 MAP - CONCRETE DRIVEWAYS INEFFECT

The land divider/permit holder shall cause all driveways to be constructed of cement concrete.

90. PRIOR TO BLDG FINAL INSPECTION

90.PLANNING. 13 MAP - SKR FEE CONDITION INEFFECT

Prior to the issuance of a grading permit, certificate of occupancy, or upon building permit final inspection, whichever comes first, the applicant shall comply with the provisions of Riverside County Ordinance No. 663, which generally requires the payment of the appropriate fee set forth in that ordinance. The amount of the fee required to be paid may vary, depending upon a variety of factors, including the type of development application submitted and the applicability of any fee reduction or exemption provisions contained in Riverside County Ordinance No. 663. Said fee shall be calculated on the approved development project which is anticipated to be 44.22 acres in accordance with TENTATIVE MAP. If the development is subsequently revised, this acreage amount may be modified in order to reflect the revised development project acreage amount. In the event Riverside County Ordinance No. 663 is rescinded, this condition will no longer be applicable. However, should Riverside County Ordinance No. 663 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that ordinance shall be required.

90.PLANNING. 16 MAP - EQUESTRIAN TRAIL DESIGN INEFFECT

A rail fence (3-rail PVC) shall be installed along McVicar Street and Palomar Street for Tentative Tract Map No. 25122, for the Community Trails shown on Exhibit A-1 and A-2. The fence shall be located between the landscaping and the ten-foot wide equestrian trails.

The equestrian trail shall be surfaced with decomposed granite (DG).

(Added by the Planning Commission on 11/14/01.)
(Amended by the Board of Supervisors on 1/30/02.)

TRANS DEPARTMENT

90.TRANS. 1 MAP - TS MIT FEE/RESI-D.U. INEFFECT

In accordance with Riverside County Ordinance No. 748, this project shall be responsible for Signal Mitigation Program fees in effect at the time of final inspection. The fee shall be paid on a lump sum basis for all lots in the recorded phase of the subdivision prior to the final building permit.

90. PRIOR TO BLDG FINAL INSPECTION

90.TRANS. 1 MAP - TS MIT FEE/RESI-D.U. (cont.) INEFFECT

Said fee shall be based upon the following criteria:

Residential Single Family/per dwelling unit

90.TRANS. 2 MAP - 80% COMPLETION INEFFECT

Occupancy releases will not be issued to Building and Safety for any lot exceeding 80% of the total recorded residential lots within any map or phase of map prior to completion of the following improvements:

a) Primary and Alternate (secondary) access roads shall be completed and paved to finish grade according to the limits indicated in the improvement plans and as noted elsewhere in these conditions.

b) Interior roads shall be completed and paved to finish grade according to the limits indicated in the improvement plans and as noted elsewhere in these conditions. All curbs, gutters, sidewalks and driveway approaches shall be installed.

c) Storm drains and flood control facilities shall be completed according to the improvement plans and as noted elsewhere in these conditions. Written confirmation of acceptance for use by the Flood Control District, if applicable, is required.

d) Water system, including fire hydrants, shall be installed and operational, according to the improvement plans and as noted elsewhere in these conditions. All water valves shall be raised to pavement finished grade. Written confirmation of acceptance from water purveyor is required.

e) Sewer system shall be installed and operational, according to the improvement plans and as noted elsewhere in these conditions. All sewer manholes shall be raised to pavement finished grade. Written confirmation of acceptance from sewer purveyor is required.

f) Landscaping and irrigation, water and electrical systems shall be installed and operational in

90. PRIOR TO BLDG FINAL INSPECTION

90.TRANS. 2 MAP - 80% COMPLETION (cont.) INEFFECT

accordance with County Ordinance 461.

90.TRANS. 3 MAP - STREET LIGHTS INSTALL INEFFECT

Install street lights along the streets associated with development in accordance with the approved street lighting plan and standards of County Ordinance 460 and 461. For projects within Imperial Irrigation District (IID) use (IID's) pole standard.

Street light annexation into L&LMD or similar mechanism as approved by the Transportation Department shall be completed.

ATTACHMENT C

County Approved Conditions for TTM 32078

TRACT MAP Tract #: TR32078 Parcel: 380-140-001

APPROVED
APR 1 - 2008
BY BOARD OF SUPERVISORS

10. GENERAL CONDITIONS

EVERY DEPARTMENT

10. EVERY. 1 MAP - DEFINITIONS INEFFECT

The words identified in the following list that appear in all capitals in the attached conditions of Tentative Tract Map No. 32078 shall be henceforth defined as follows:

TENTATIVE MAP = Tentative Tract Map No. 32078, Amended No. P, dated December 21, 2005.

FINAL MAP = Final Map or Parcel Map for the TENTATIVE MAP whether recorded in whole or in phases.

10. EVERY. 2 MAP - PROJECT DESCRIPTION INEFFECT

This project is a Schedule A subdivision of 16.08 acres into fifty-five (55) single-family residential lots with a minimum lot size of 7,200 square feet and one open space lot.

10. EVERY. 3 MAP - HOLD HARMLESS INEFFECT

The land divider or any successor-in-interest shall defend, indemnify, and hold harmless the County of Riverside COUNTY), its agents, officers, or employees from any claim, action, or proceeding against the COUNTY, its agents, officers, or employees to attack, set aside, void, or annul an approval of the COUNTY, its advisory agencies, appeal boards, or legislative body concerning the TENTATIVE MAP, which action is brought within the time period provided for in California Government Code, Section 66499.37. The COUNTY will promptly notify the land divider of any such claim, action, or proceeding against the COUNTY and will cooperate fully in the defense. If the COUNTY fails to promptly notify the land divider of any such claim, action, or proceeding or fails to cooperate fully in the defense, the land divider shall not, thereafter, be responsible to defend, indemnify, or hold harmless the COUNTY.

10. EVERY. 4 MAP - 90 DAYS TO PROTEST INEFFECT

The land divider has 90 days from the date of approval of these conditions to protest, in accordance with the procedures set forth in Government Code Section 66020, the imposition of any and all fees, dedications, reservations and/or other exactions imposed on this project as a result of the approval or conditional approval of this project.

10. GENERAL CONDITIONS

BS GRADE DEPARTMENT

10.BS GRADE. 1 MAP-GIN INTRODUCTION INEFFECT

Improvement such as grading, filling, over excavation and recompaction, and base or paving which require a grading permit are subject to the included Building and Safety Grading Division conditions of approval.

10.BS GRADE. 2 MAP-G1.2 OBEY ALL GDG REGS INEFFECT

All grading shall conform to the Uniform Building Code, Ordinance 457, and all other relevant laws, rules and regulations governing grading in Riverside County and prior to commencing any grading which includes 50 or more cubic yards, the applicant shall obtain a grading permit from the Building & Safety Department.

10.BS GRADE. 3 MAP-G1.3 DISTURBS NEED G/PMT INEFFECT

Ordinance 457 requires a grading permit prior to clearing , grubbing or any top soil disturbances related to construction grading.

10.BS GRADE. 4 MAP-G1.6 DUST CONTROL INEFFECT

All necessary measures to control dust shall be implemented by the developer during grading.

10.BS GRADE. 5 MAP-G2.5 2:1 MAX SLOPE RATIO INEFFECT

Grade slopes shall be limited to a maximum steepness ratio of 2:1 (horizontal to vertical) unless otherwise approved.

10.BS GRADE. 6 MAP-G2.8MINIMUM DRNAGE GRAD INEFFECT

Minimum drainage grade shall be 1% except on portland cement concrete where 0.35% shall be the minimum.

10.BS GRADE. 8 MAP-G2.10 SLOPE SETBACKS INEFFECT

Observe slope setbacks from buildings and property lines per the Uniform Building Code - as amended by Ordinance 457.

TRACT MAP Tract #: TR32078 Parcel: 380-140-001

10. GENERAL CONDITIONS

10.BS GRADE. 9 MAP* - NO GRDG & SUBDIVIDING INEFFECT

IF MASS GRADING IS PROPOSED - UNDER A PREVIOUSLY APPROVED SUBDIVISION, AT THE SAME TIME THAT APPLICATION FOR FURTHER SUBDIVISION FOR THAT PARCEL IS BEING MADE, AN EXCEPTION TO ORDINANCE 460 SECTION 4.4.B IS REQUIRED. OBTAIN THE EXCEPTION FROM THE PLANNING DIRECTOR.

10.BS GRADE. 11 MAP* -NPDES SUPPLEMENT "A" INEFFECT

In order to insure compliance with supplement "A" - New Development Guidelines for Santa Ana, Santa Margarita and Whitewater Drainage Management Plan, all Specific Land Use cases (plot plans, conditional use cases, & public use permits) shall provide, as part of their conceptual grading and drainage exhibit, for the control of impervious areas graded to drain to a BMP filtration system. Direct drainage from impervious areas to the street or a storm drain facility shall be avoided.

FIRE DEPARTMENT

10.FIRE. 1 MAP-#50-BLUE DOT REFLECTORS INEFFECT

Blue retroreflective pavement markers shall be mounted on private streets, public streets and driveways to indicate location of fire hydrants. Prior to installation, placement of markers must be approved by the Riverside County Fire Department.

10.FIRE. 2 MAP-#16-HYDRANT/SPACING INEFFECT

Schedule A fire protection approved standard fire hydrants, (6"x4"x2 1/2") located one at each street intersection and spaced no more than 330 feet apart in any direction, with no portion of any lot frontage more than 165 feet from a hydrant. Minimum fire flow shall be 1000 GPM for 2 hour duration at 20 PSI. Shall include perimeter streets at each intersection and spaced 660 feet apart.

FLOOD RI DEPARTMENT

10.FLOOD RI. 1 XXM-10 YR CURB - 100 YR ROW INEFFECT

The 10 year storm flow shall be contained within the curb and the 100 year storm flow shall be contained within the street right of way. When either of these criteria is exceeded, additional drainage facilities shall be

10. GENERAL CONDITIONS

10.FLOOD RI. 1 XXM-10 YR CURB - 100 YR ROW (cont.) INEFFECT

installed. All lots shall be graded to drain to the adjacent street or an adequate outlet.

10.FLOOD RI. 2 XXM-100 YR SUMP OUTLET INEFFECT

Drainage facilities outletting sump conditions shall be designed to convey the tributary 100 year storm flows. Additional emergency escape shall also be provided.

10.FLOOD RI. 6 XXM-MAJOR FACILITIES-CONT DI INEFFECT

Major flood control facilities are being proposed. These shall be designed and constructed to District standards including those related to alignment and access to both inlets and outlets. The applicant shall consult the District early in the design process regarding materials, hydraulic design and transfer of rights of way.

10.FLOOD RI. 15 MAP BMP - ENERGY DISSIPATOR INEFFECT

Energy Dissipators, such as rip-rap, shall be installed at the outlet of a storm drain system that discharges runoff flows into a natural channel or an unmaintained facility. The dissipators shall be designed to minimize the amount of erosion downstream of the storm drain outlet.

10.FLOOD RI. 16 MAP CONSTRUCT STORM DRAINS INEFFECT

This development shall construct the flood control facilities to the District's standards to collect and convey flows from the upstream side of Palomar Street to an adequate outlet to Murrieta Creek. This condition applies to flows tributary to Deluca Land and to Street "B".

10.FLOOD RI. 17 MAP CONSTRUCT BANK PROTECTION INEFFECT

This development shall construct the stream bank protection to the District standards. Interim guidance on the design criteria for this bank protection is as follows:

A. If the applicant proposes to encroach into the floodplain and flows are erosive (i.e. greater than 6 fps) then revetment for the side slopes shall be proposed and 15-foot maintenance roads shall be show on both sides of the conveyance area. Where soft bottoms and revetted side slopes are proposed, provisions for maintenance of the

10. GENERAL CONDITIONS

10.FLOOD RI. 17 MAP CONSTRUCT BANK PROTECTION (cont.) INEFFECT

buried portion of the revetment shall be incorporated into the channel design and also into any required environmental mitigation/conservation plan.

The channel design shall be developed using hydraulic runs that consider both the maximum depth and the maximum velocity. The following criteria shall be used for selecting Manning's n value, unless substantiation for other values is submitted:
1) When determining the maximum depth: for vegetated/habitat low flow channel n = 0.10, for non-mowed channel outside of low-flow section n = 0.04, for mowed non-irrigated channel outside of low-flow section n = 0.030.
2) When determining the maximum velocity: for vegetated/habitat low flow channel n = 0.10, for the rest of the channel n = 0.03

B. If the applicant proposes to encroach into the floodplain and flows are non-erosive (i.e. less than 6 fps) then the side slopes shall be no steeper than 4 to 1 and 15-foot maintenance roads shall be shown on both sides of the conveyance area. The Manning's n values given under option B shall be used to show that these flows are non-erosive, and to determine the maximum depth of water.

10.FLOOD RI. 18 MAP FLOOD HAZARD REPORT INEFFECT

Tract Map 32178 is a proposal to subdivide 16 acres into 56 residential lots (minimum lot size of 7,200 square feet) and one open space lot in the Wildomar Valley area located on the south side of Palomar Street, approximately 2000 feet northwest of Clinton Keith Road.

The southern portion of the site is within the FEMA 100-year Zone A floodplain limits and floodway limits for Wildomar Channel as delineated on Panel 060245 2710C of the Federal Emergency Management Agency (FEMA) maps. The District has also mapped a floodplain and floodway for the Creek. The developer proposes to leave the floodway as open spaced zoned Lot "A". The finished pad elevations shall be a minimum of 2 feet above the 100-year water surface or a minimum of 1 foot above the floodway elevation which ever is higher. Both the FEMA and the District studies must be considered in all hydraulic analyses. Rock slope protection for fill slopes adjacent to the floodway

10. GENERAL CONDITIONS

10.FLOOD RI. 18 MAP FLOOD HAZARD REPORT (cont.) INEFFECT

shall be constructed outside the floodway and to District design standards including toe depth and a 15-foot wide maintenance road. The District would maintain the open space lot and the rock slope protection. The tentative map does not show the 15-foot wide maintenance road. The most southerly lot (Lot 21) may need to be eliminated so that a maintenance ramp and turn-around at the storm drain outfall as well as a continuous 15-foot wide maintenance road can be properly constructed along the northern side of Creek. The design of the bank protection for Tract 32078 shall be coordinated with the design of the bank protection for adjacent Tracts 30939 and 25122.

The property is impacted with storm runoff from two watersheds from the north. One watershed has runoff from a tributary drainage area of 218 acres that impacts the northeast corner of the site. The other watershed has a drainage area of 66 acres that impacts the northwest corner of the site. Tentative Tract Map 31353, which is situated on the north side of Palomar Street and just to the north of this project, is proposing to combine flows from both watersheds into one storm drain which Tract 32078 must extend to Murrieta Creek. This project is dependent on surrounding developments for offsite facilities to collect the tributary offsite storm runoff. Therefore, developer shall either wait for the offsite facilities to be constructed or construct adequate collection facilities that convey flows to Murrieta Creek with this project. Once the facilities are constructed and extended to Murrieta Creek, this project will be considered free from ordinary storm flood hazard.

Increased runoff mitigation will not be required given that Murrieta Creek is considered to be an adequate outlet.

A Conditional Letter of Map Revision (CLOMR) shall be obtained from FEMA prior to the issuance of a grading permit for lots within the floodplain. It should be noted that it may be necessary to redesign the tract layout if there would be any negative impacts to adjacent upstream properties due to the current tract layout as determined in the floodplain study. This could result in the loss of an unknown number of lots.

Because the development case was not approved prior to July 14, 2005, it is subject to the requirements of the County

10. GENERAL CONDITIONS

10.FLOOD RI. 18 MAP FLOOD HAZARD REPORT (cont.) (cont.) INEFFECT

WQMP for the Santa Margarita Watershed. Therefore, a project specific WQMP must be prepared. Based on the lot and street layout as presented, it is likely that the only feasible and effective treatment control BMP would be an 'Extended Detention Basin'. Inclusion of this feature into the project design will almost certainly result in the loss of otherwise developable area and the elimination of 1 or 2 lots.

10.FLOOD RI. 19 MAP WQMP ESTABL MAINT ENTITY INEFFECT

This project proposes BMP facilities that will require maintenance by a public agency or homeowner's association. To ensure that the public is not unduly burdened with future costs, prior to final approval or recordation of this case, the District will require an acceptable financial mechanism be implemented to provide for maintenance of treatment control BMPs in perpetuity. This may consist of a mechanism to assess individual benefiting property owners, or other means approved by the District. The site's treatment control BMPs must be shown on the project's improvement plans - either the street plans, grading plans, or landscaping plans. The type of improvement plans that will show the BMPs will depend on the selected maintenance entity.

PLANNING DEPARTMENT

10.PLANNING. 1 MAP - MAP ACT COMPLIANCE INEFFECT

This land division shall comply with the State of California Subdivision Map Act and to all requirements of County Ordinance No. 460, Schedule A, unless modified by the conditions listed herein.

10.PLANNING. 2 MAP - FEES FOR REVIEW INEFFECT

Any subsequent review/approvals required by the conditions of approval, including but not limited to grading or building plan review or review of any mitigation monitoring requirement, shall be reviewed on an hourly basis, or other appropriate fee, as listed in County Ordinance No. 671. Each submittal shall be accompanied with a letter clearly indicating which condition or conditions the submittal is intended to comply with.

10. GENERAL CONDITIONS

10.PLANNING. 4 MAP - LANDSCAPE MAINTENANCE INEFFECT

The land divider, or any successor-in-interest to the land divider, shall be responsible for maintenance and upkeep of all slopes, landscaped areas and irrigation systems within the land division until such time as those operations are the responsibility of the individual home owners, a homeowners association, or any other successor-in-interest.

10.PLANNING. 5 MAP - TRAIL MAINTENANCE INEFFECT

The land divider, or the land divider's successor-in-interest, shall be responsible for the maintenance of any trail easement required under these conditions until such time as the maintenance is taken over by an appropriate maintenance district.

10.PLANNING. 7 MAP - NO OFFSITE SIGNAGE INEFFECT

There shall be no offsite signage associated with this land division, except as otherwise provided by Ordinance No. 679.3 (Kiosk Program).

10.PLANNING. 8 MAP - OFFSITE SIGNS ORD 679.4 INEFFECT

No offsite subdivision signs advertising this land ivision/development are permitted, other than those allowed under Ordinance No. 679.4. Violation of this condition of approval may result in no further permits of any type being issued for this subdivision until the unpermitted signage is removed.

10.PLANNING. 9 MAP - RES. DESIGN STANDARDS INEFFECT

The design standards for the subject parcels are as follows:

a. Lots created by this map shall conform to the design standards of the R-1 zone and R-5 zone.
b. The front yard setback is 20 feet.
c. The side yard setback on interior and through lots shall not be less than ten percent of the width of the lot, but not less than three feet in width in any event, and need not exceed a width of five feet.
d. Side yards on corner and reversed corner lots shall not be less than ten feet from the existing street line or from any future street line as shown on any specific plan of highways, whichever is nearer the

10. GENERAL CONDITIONS

10.PLANNING. 9 MAP - RES. DESIGN STANDARDS (cont.) INEFFECT

proposed structure, upon which the main building sides, except that where the lot is less than 50 feet wide the yard need not exceed 20 percent of the width of the lot.

e. The rear yard setback is 20 feet.
f. The minimum average width of each lot is 65 feet.
g. The maximum height of any building is 40 feet.
h. The minimum parcel size is 7,200 square feet.
j. No more than 50% of the lot shall be covered by structure.
k. Residential driveway approaches shall be a minimum of 12 feet and a maximum of 30 feet in width, and 20 feet of full height curb is required between driveways within any one property frontage, in accordance with Ord. No. 461, Standard No. 207.

EXCEPT AS ALLOWED BY ORDINANCE NO. 348, THERE SHALL BE NO ENCROACHMENT INTO THE SETBACK.

10.PLANNING. 10 MAP - NPDES COMPLIANCE (1) INEFFECT

Since the project will disturb one (1) acre or more, the land divider/permit holder shall comply with all of the applicable requirements of the National Pollution Discharge Elimination System (NPDES) and shall conform to NPDES Best Management Practices for Stormwater Pollution Prevention Plans during the life of this permit.

10.PLANNING. 13 MAP - ORD NO. 659 (DIF) INEFFECT

Prior to the issuance of either a certificate of occupancy or prior to building permit final inspection, the applicant shall comply with the provisions of Riverside County Ordinance No. 659, which requires the payment of the appropriate fee set forth in the Ordinance. Riverside County Ordinance No. 659 has been established to set forth policies, regulations and fees related to the funding and construction of facilities necessary to address the direct and cummulative environmental effects generated by new development projects described and defined in this Ordinance, and it establishes the authorized uses of the fees collected. The fee shall be paid for each residential unit to be constructed within this land division.

In the event Riverside County Ordinance No. 659 is recinded, this condition will no longer be applicable.

10. GENERAL CONDITIONS

10.PLANNING. 13 MAP - ORD NO. 659 (DIF) (cont.) INEFFECT

However, should Riverside County Ordinance No. 659 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that ordinance shall be required.

10.PLANNING. 14 MAP - ORD 810 OPN SPACE FEE INEFFECT

Prior to the issuance of either a certificate of occupancy or prior to building permit final inspection, the applicant shall comply with the provisions of Riverside County Ordinance No. 810, which requires payment of the appropriate fee set forth in the Ordinance. Riverside County Ordinance No. 810 has been established to set forth policies, regulations and fees related to the funding and acquisition of open space and habitat necessary to address the direct and cumulative environmental effects generated by new development projects described and defined in this Ordinance.

The fee shall be paid for each residential unit to be constructed within this land division.

In the event Riverside County Ordinance No. 810 is rescinded, this condition will no longer be applicable. However, should Riverside County Ordinance No. 810 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that ordinance shall be required.

10.PLANNING. 15 MAP - REQUIRED MINOR PLANS INEFFECT

For each of the below listed items, a minor plot plan application shall be submitted and approved by the County Planning Department pursuant to Section 18.30.a. (1) of County Ordinance No. 348 (Plot Plans not subject to the California Environmental Quality Act and not subject to review by any governmental agency other than the Planning Department) along with the current fee.

1. Final Site Development Plan for each phase of development.

2. Model Home Complex Plan shall be filed and approved for each phase if models change between phases. A final site of development plot plan must be approved prior to approval, or concurrent with a Model Home Complex Plan.

10. GENERAL CONDITIONS

10.PLANNING. 15 MAP - REQUIRED MINOR PLANS (cont.) INEFFECT

3. Landscaping Plan for typical front yard/slopes/open space. These three plans may be applied for separately for the whole tract or for phases.

4. Landscaping plans totally in the road right-of-Way shall be submitted to the Transportation Department only.

5. Each phase shall have a separate wall and fencing plan.

NOTE: The requirements of the above plot plans may be accomplished as one, or, any combination of multiple plot plans required by these conditions of approval. However, each requirement shall be cleared individually with the applicable plot plan condition of approval in the "PRIOR TO BUILDING PERMIT" (80 series) conditions.

10.PLANNING. 16 MAP - GEO NO. 1337 INEFFECT

County Geologic Report (GEO) No. 1337 was prepared for this project (TR32078) by Petra Geotechnical, and is entitled: " Geotechnical Investigation, and Geotechnical Fault Study, Tentative Tract No. 32078, Wildomar Area, Riverside County, California, dated July 13, 2004; and Response to County of Riverside Fault Hazard Review Sheet, dated December 23, 2004.

GEO No. 1337 concluded:

1.The active Wildomar fault lies within or northeast of Palomar Street immediately northeast of the subject site. No evidence of faulting or fracturing was observed within fault trenches within the subject site or the adjacent site. There was no evidence supporting faulting along the lineament mapped by Kennedy (CDMG SR 131, 1977).

2.The design basis earthquake ground motion for the site is 0.58g for peak ground acceleration with a 10 percent probability of being exceeded within a 50-year period.

3.There is a potential for liquefaction at this site. This liquefaction will result in dynamic settlement of up to 3.5 inches, however do to the thickness of the overlying non-liquefiable soils and placement of a compacted fill,

10. GENERAL CONDITIONS

10.PLANNING. 16 MAP - GEO NO. 1337 (cont.) INEFFECT

surface manifestation of the settlement is not likely and will not adversely effect new structures built on the new fill.

4.The site is not considered subject to liquefaction-induced lateral spreading.

GEO No. 1337 recommended:

1.A 50-foot wide fault setback zone is recommended extending southwest along the northeastern property line of the site, adjacent to Palomar Street. This setback zone is delineated on Plate 1, Geotechnical Map in the above referenced report.

2.The fault trenches excavated for this project were loosely backfilled and should be overexcavated and recompacted during the site grading operations.

This report is acceptable with respect to the Alquist-Priolo Earthquake Fault Zoning Act and related County ordinances.

GEO No. 1337 satisfies the requirement for a geologic report for Planning/CEQA purposes. GEO No. 1337 is hereby accepted for Planning purposes. Engineering and other Uniform Building Code parameters where not included as a part of this review or approval. This approval is not intended and should not be misconstrued as approval for grading permit. Engineering and other building code parameters will be reviewed and additional comments and/or conditions may be imposed by the Building and Safety Department upon application for grading and/or building permits.

An Environmental Constraints Sheet (ECS) should be prepared for this tract map. The ECS should include a note referencing this fault hazard report (County Geologic Report No. 1337) and shall delineate the limits of the Recommended Fault Setback Zone.

10.PLANNING. 17 MAP - DESIGN GUIDELINES INEFFECT

The project shall conform toCountywide Design Standards and Guidelines adopted January 13, 2004.

10. GENERAL CONDITIONS

10.PLANNING. 18 MAP - SUBMIT BUILDING PLANS INEFFECT

The developer shall cause building plans to be submitted to the TLMA- Land Use Setion for review by the Department of Building and Safety - Plan Check Division. Said plans shall be in conformance with the approved TENTATIVE MAP.

10.PLANNING. 19 MAP - COMPLY WITH ORD. 655 INEFFECT

All lighting shall comply with any applicable provisions of Riverside County Ordinance No. 655.

10.PLANNING. 20 MAP - LIGHTING HOODED/DIRECTED INEFFECT

Any outside lighting shall be hooded and directed so as not to shine directly upon adjoining property or public rights-of-way.

10.PLANNING. 21 USE - NO OFF-ROAD USES ALLOWED INEFFECT

Trail bikes, dune buggies, off-road vehicles and other similar powered apparatus shall not be operated for purposes such as, but not limited to, hill climbing, trail riding, scrambling, racing and riding exhibitions.

TRANS DEPARTMENT

10.TRANS. 1 MAP - DRAINAGE 1 INEFFECT

The land divider shall protect downstream properties from damages caused by alteration of the drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities including enlarging existing facilities and/or by securing a drainage easement. All drainage easements shall be shown on the final map and noted as follows: "Drainage Easement - no building, obstructions, or encroachments by landfills are allowed". The protection shall be as approved by the Transportation Department.

10.TRANS. 2 MAP - DRAINAGE 2 INEFFECT

The land divider shall accept and properly dispose of all off-site drainage flowing onto or through the site. In the event the Transportation Department permits the use of streets for drainage purposes, the provisions of Article XI of Ordinance No. 460 will apply. Should the quantities exceed the street capacity or the use of streets be

TRACT MAP Tract #: TR32078 Parcel: 380-140-001

10. GENERAL CONDITIONS

10.TRANS. 2 MAP - DRAINAGE 2 (cont.) INEFFECT

prohibited for drainage purposes, the subdivider shall provide adequate drainage facilities and/or appropriate easements as approved by the Transportation Department.

10.TRANS. 6 MAP - TS/EXEMPT INEFFECT

The Transportation Department has not required a traffic study for the subject project. It has been determined that the project is exempt from traffic study requirements.

10.TRANS. 7 MAP - STD INTRO 3(ORD 460/461) INEFFECT

With respect to the conditions of approval for the referenced tentative exhibit, the land divider shall provide all street improvements, street improvement plans and/or road dedications set forth herein in accordance with Ordinance 460 and Riverside County Road Improvement Standards (Ordinance 461). It is understood that the tentative map correctly shows acceptable centerline elevations, all existing easements, traveled ways, and drainage courses with appropriate Q's, and that their omission or unacceptablility may require the map to be resubmitted for further consideration. These Ordinances and all conditions of approval are essential parts and a requirement occurring in ONE is as binding as though occurring in all. All questions regarding the true meaning of the conditions shall be referred to the Transportation Department.

10.TRANS. 8 MAP - OFF-SITE PHASE INEFFECT

Should the applicant choose to phase any portion of this project, said applicant shall provide off-site access roads to County maintained roads as approved by the Transportation Department.

20. PRIOR TO A CERTAIN DATE

PLANNING DEPARTMENT

20.PLANNING. 2 MAP - EXPIRATION DATE INEFFECT

The conditionally approved TENTATIVE MAP shall expire three years after the County of Riverside Board of Supervisors original approval date, unless extended as provided by County Ordinance No. 460. Action on a minor change and/or

20. PRIOR TO A CERTAIN DATE

20.PLANNING. 2 MAP - EXPIRATION DATE (cont.) INEFFECT

revised map request shall not extend the time limits of the originally approved TENTATIVE MAP. A Land Management System (LMS) hold shall be placed on the TENTATIVE MAP, and a LMS hold shall be placed on any subsequent minor change or revised map, which shall be set to take effect on the expiration date. The LMS hold effective date shall be extended in accordance with any permitted extensions of time. The LMS hold shall be downgraded to a LMS notice upon recordation of the the first phase of the TENTATIVE MAP. The LMS hold or notice shall remain in effect until the recordation of the final phase of the TENTATIVE MAP. If the TENTATIVE MAP expires before the recordation of the final phase the LMS hold or notice shall remain in effect and no further FINAL MAP recordation shall be permitted.

50. PRIOR TO MAP RECORDATION

E HEALTH DEPARTMENT

50.E HEALTH. 1 MAP - WATER PLAN INEFFECT

A water system shall have plans and specifications approved by the water company and the Department of Environmental Health.

50.E HEALTH. 2 MAP - MONEY INEFFECT

Financial arrangements (securities posted) must be made for the water improvement plans and be approved by County Counsel.

50.E HEALTH. 3 MAP - SEWER PLAN - COUNTY INEFFECT

A sewer system shall have mylar plans and specifications as approved by the District, the County Survey Department and the Department of Environmental Health.

50.E HEALTH. 4 MAP - ANNEX FINALIZED INEFFECT

Annexation proceedings must be finalized with the applicable purveyor for sanitation service.

50. PRIOR TO MAP RECORDATION

FIRE DEPARTMENT

50.FIRE. 1 MAP-#46-WATER PLANS INEFFECT

The applicant or developer shall furnish one copy of the water system plans to the Fire Department for review. Plans shall be signed by a registered civil engineer, containing a Fire Department approval signature block, and shall conform to hydrant type, location, spacing and minimum fire flow. Once plans are signed by the local water company, the originals shall be presented to the Fire Department for signature.

50.FIRE. 2 MAP-#53-ECS-WTR PRIOR/COMBUS INEFFECT

Ecs map must be stamped by the Riverside County Surveyor with the following note: The required water system, including fire hydrants, shall be installed and accepted by the appropriate water agency prior to any combustible building material placed on an individual lot.

FLOOD RI DEPARTMENT

50.FLOOD RI. 1 XXM-SUBMIT PLANS INEFFECT

A copy of the improvement plans, grading plans, final map, environmental constraint sheet and any other necessary documentation along with supporting hydrologic and hydraulic calculations shall be submitted to the District for review. The plans must receive District approval prior to recordation. All submittals shall be date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit.

50.FLOOD RI. 10 MAP ONSITE EASE ON FINAL MAP INEFFECT

Onsite drainage facilities located outside of road right of way shall be contained within drainage easements shown on the final map. A note shall be added to the final map stating, "Drainage easements shall be kept free of buildings and obstructions".

50.FLOOD RI. 17 XXM-WATERS OF U.S.-HEC, PERM INEFFECT

portion of the proposed project is in a floodplain and may affect "waters of the United States", "wetlands" or "jurisdictional streambeds", therefore, in accordance with

50. PRIOR TO MAP RECORDATION

50.FLOOD RI. 17 XXM-WATERS OF U.S.-HEC, PERM (cont.) INEFFECT

the requirements of the National Flood Insurance Program and Related Regulations (44 CFR, Parts 59 through 73) and County Ordinance No. 458:

a. A flood study consisting of HEC-2/HEC-RAS calculations, cross sections, maps and other data should be prepared to the satisfaction of the Federal Emergency Management Agency (FEMA) and the District for the purpose of revising the effective Flood Insurance Rate Map of the project site. The study shall be submitted with the related project improvement plans. Grading permits shall not be issued and final maps shall not record until a Conditional Letter of Map Revision (CLOMR) has been received from FEMA. Final Building Inspections for lots impacted by the FEMA floodplain shall not be issued until a Letter of Map Revision (LOMR) is obtained from FEMA.

The applicant shall be responsible for payment of all processing fees required by FEMA for the CLOMR and LOMR. FEMA submittals for a CLOMR shall be reviewed by the District on a fee for service basis. A fee in conformance with the requirements of 44 CFR Parts 65, 70 and subsequent final rules shall be required prior to final map approval to cover the cost of processing the LOMR. Payment of all District fees and deposits for processing of FEMA submittals shall be made directly to the District. Fees for processing FEMA submittals shall be in addition to regular District plan check fees.

b. A copy of appropriate correspondence and necessary permits from those government agencies from which approval is required by Federal or State law (such as Corps of Engineers 404 permit or Department of Fish and Game 1603 agreement) should be provided to the District prior to the final District approval of the project.

50.FLOOD RI. 21 MAP BMP - MAINT & INSPECT INEFFECT

The CC&R's for the development's Homeowners Association (HOA) shall contain provisions for all BMP's to be inspected, and if required, cleaned no later than October 15 each year. The CC&R's shall identify the entity that will inspect and maintain all treatment control BMP's within the project boundaries. A copy of the CC&R's shall be submitted to the District for review and approval. If no HOA is formed the developer shall identify a viable

50. PRIOR TO MAP RECORDATION

50.FLOOD RI. 21 MAP BMP - MAINT & INSPECT (cont.) INEFFECT

maintenance entity that will inspect and maintain all treatment control BMP's within the project boundaries. The maintenance entity shall be responsible for all treatment control BMP's to be inspected, and if required, cleaned no later than October 15 each year.

50.FLOOD RI. 22 MAP ADP FEES INEFFECT

A notice of drainage fees shall be placed on the environmental constraint sheet and final map. The exact wording of the note shall be as follows:

NOTICE OF DRAINAGE FEES

Notice is hereby given that this property is located in the Murrieta Creek/Wildomar Valley Area Drainage Plan which was adopted by the Board of Supervisors of the County of Riverside pursuant to Section 10.25 of Ordinance 460 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 Section 10.25 of Ordinance 460, payment of the drainage fees shall be paid with cashier's check or money order only to the Riverside County Flood Control and Water Conservation District at the time of issuance of the grading or building permit for said parcels, whichever occurs first, and that the owner of each parcel, at the time of issuance of either the grading or building permit, shall pay the fee required at the rate in effect at the time of issuance of the actual permit.

50.FLOOD RI. 23 XXM-3 ITEMS TO ACCEPT SD INEFFECT

Inspection and maintenance of the storm drain system to be constructed with this tract must be performed by either the County Transportation Department or the Flood Control District. The engineer (owner) must request in writing that one of these agencies accept the proposed storm drain system. The request shall note the project number, location, briefly describe the system (sizes and lengths) and include an exhibit that shows the proposed alignment. The request to the District shall be addressed to Warren D. Williams, General Manager-Chief Engineer, Attn: Stuart E. McKibbin, Chief of the Planning Division.

If the District is willing to maintain the proposed

50. PRIOR TO MAP RECORDATION

50.FLOOD RI. 23 XXM-3 ITEMS TO ACCEPT SD (cont.) INEFFECT

drainage system items must be accomplished prior to recordation of the final map or 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) an agreement with the District must be executed which establishes the terms and conditions of inspection, operation and maintenance; and 3) 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. An application to draw up an agreement must be submitted to the attention of Mark Wills. All right of way transfer issues must be coordinated with Morris Reynolds of the District's Right of Way Section.

The engineer/developer will need to submit proof of flood control facility bonds and a certificate of insurance to the District's Inspection section before a pre-construction meeting can be scheduled.

50.FLOOD RI. 25 MAP PRESENT WORTH INEFFECT

All flood control facilities should be constructed to District standards. All facilities that the District will assume for maintenance will require the payment of a one time maintenance charge equal to the "present worth" of 10 years of maintenance costs from the time of acceptance.

50.FLOOD RI. 26 MAP SUBMIT FINAL WQMP INEFFECT

A copy of the project specific WQMP shall be submitted to the District for review and approval.

PARKS DEPARTMENT

50.PARKS. 1 MAP - TRAIL EASEMENT INEFFECT

Prior to or in conjuncion with the recordation of the final map, the applicant shall offer for dedication to the County of Riverside an easement for trail use. This trail easement shall be a minimum of 14' wide and shall be located on the southwest side of Palomar Street within the road right-of-way.

50. PRIOR TO MAP RECORDATION

PLANNING DEPARTMENT

50.PLANNING. 1 MAP - PREPARE A FINAL MAP INEFFECT

After the approval of the TENTATIVE MAP and prior to the expiration of said map, the land divider shall cause the real property included within the TENTATIVE MAP, or any part thereof, to be surveyed and a FINAL MAP thereof prepared in accordance with the current County Transportation Department - Survey Division requirements, the conditionally approved TENTATIVE MAP, and in accordance with Article IX of County Ordinance No. 460.

50.PLANNING. 2 MAP - FINAL MAP PREPARER INEFFECT

The FINAL MAP shall be prepared by a licensed land surveyor or registered civil engineer.

50.PLANNING. 3 MAP - SURVEYOR CHECK LIST INEFFECT

The County Transportation Department - Survey Division shall review any FINAL MAP and ensure compliance with the following:

A. All lots on the FINAL MAP shall be in substantial conformance with the approved TENTATIVE MAP relative to size and configuration.

B. All lots on the FINAL MAP shall have a minimum lot size of 7,200 square feet net.

C. All lot sizes and dimensions on the FINAL MAP shall be in conformance with the development standards of the R-1 zone, and with the Riverside County Integrated Project (RCIP).

D. All lots on the FINAL MAP shall comply with the length to width ratios, as established by Section 3.8.C. of County Ordinance No. 460.

E. All knuckle or cul-de-sac lots shall have a minimum of 40 feet of frontage measured at the front lot line.

F. The common open space area shall be shown as a numbered lot on the FINAL MAP.

TRACT MAP Tract #: TR32078 Parcel: 380-140-001

50. PRIOR TO MAP RECORDATION

50.PLANNING. 4 MAP - REQUIRED APPLICATIONS INEFFECT

No FINAL MAP shall record until Change of Zone No. 06924 has been approved and adopted by the Board of Supervisors and has been made effective. This land division shall conform with the development standards of the zone ultimately applied to the property.

50.PLANNING. 8 MAP - QUIMBY FEES (1) INEFFECT

The land divider shall submit to the County Planning Department - Development Review Division a duly and completely executed agreement with the County Service Area No. 152A which demonstrates to the satisfaction of the County that the land divider has provided for the payment of parks and recreation fees and/or dedication of land for the TENTATIVE MAP in accordance with Section 10.35 of County Ordinance No. 460.

50.PLANNING. 9 MAP - OFFER OF TRAILS INEFFECT

An offer of dedication to the County of Riverside for a fourteen foot (14') wide community trail along Palomar Street shall be noted on both the FINAL MAP and the Environmental Constraints Sheet.

50.PLANNING. 10 MAP - TRAIL MAINTENANCE INEFFECT

The land divider shall form or annex to a trails maintenance district or other maintenance district approved by the County Planning Department, for the maintenance of a fourteen foot (14') wide community trail located along Palomar Street. The land divider, or the land divider's successors-in-interest or assignees, shall be responsible for the maintenance of the community trail easement until such time as the maintenance is taken over by the appropriate maintenance district.

50.PLANNING. 12 MAP - ECS SHALL BE PREPARED INEFFECT

The land divider shall prepare an Environmental Constraints Sheet (ECS) in accordance with Section 2.2. E. & F. of County Ordinance No. 460, which shall be submitted as part of the plan check review of the FINAL MAP.

50. PRIOR TO MAP RECORDATION

50.PLANNING. 13 MAP - ECS AFFECTED LOTS INEFFECT

The following note shall be placed on the FINAL MAP: "Environmental Constraint Sheet affecting this map is on file in the County of Riverside Transportation Department - Survey Division, in E.C.S. Book ____, Page ____.

50.PLANNING. 20 MAP - ECS NOTE MT PALOMAR LIGH INEFFECT

The following Environmental Constraints Note shall be placed on the ECS:

"This property is subject to lighting restrictions as required by County Ordinance No. 655, which are intended to reduce the effects of night lighting on the Mount Palomar Observatory. All proposed outdoor lighting systems shall be in conformance with County Ordinance No. 655."

50.PLANNING. 28 MAP - COMPLY WITH ORD 457 INEFFECT

The land divider shall provide proof to The Land Management Agency - Land Use Section that all structures for human occupancy presently existing and proposed for retention comply with Ordinance Nos. 457 and 348.

50.PLANNING. 30 MAP - FEE BALANCE INEFFECT

Prior to recordation, the Planning Department shall determine if the deposit based fees for the TENTATIVE MAP are in a negative balance. If so, any unpaid fees shall be paid by the land divider and/or the land divider's successor-in-interest.

50.PLANNING. 35 MAP - ECS FAULT HAZARD INEFFECT

Prior to map recordation, an Environmental Constraints Sheet (ECS) showing the location of all active fault(s) and all recommended fault setbacks for human occupancy structures shall be submitted for review and approval to the Planning Department Engineering Geologist. The following environmental constraints information and notes shall be placed on the ECS:

1.The FAULTS(s) and FAULT HAZARD AREA(s) shall be delineated on the ECS as approved by the Planning Department.

2.A note shall be placed on the ECS stating: "County

50. PRIOR TO MAP RECORDATION

50.PLANNING. 35 MAP - ECS FAULT HAZARD (cont.) INEFFECT

Geologic Report (GEO) No. 1337 was prepared for this project. Fault rupture hazard was identified as a potential geologic hazard on this property. Structures for human occupancy shall not be allowed in the fault hazard area within the recommended fault setbacks established in GEO No. 1337, and as shown on this Environmental Constraints Sheet, the original of which is on file at the office of the Riverside County Surveyor."

50.PLANNING. 36 MAP - CC&R RES POA COM. AREA INEFFECT

The land divider shall (a) notify the Planning Department that the following documents shall be shortly, or have been, submitted to the Office of the County Counsel for the review and approval of that office, and (b) the land divider shall submit to the Office of the County Counsel the following documents:

1. A cover letter identifying the project for which approval is sought referencing the Planning Department case number(s) (a copy of this cover letter may be sent to the Planning Department to serve as notification) and identifying one individual to represent the land divider if there are any questions concerning the review of the submitted documents; and

2. One (1) copy AND one (1) original, wet signed, notarized and ready for recordation declaration of covenants, conditions, and restrictions; attached to these documents there shall be included a legal description of the property included within the covenants, conditions and restrictions and a scaled map or diagram of such boundaries, both signed and stamped by a California registered civil engineer or licensed land surveyor; and

3. A sample document conveying title to the purchaser of an individual lot or unit which provides that the declaration of covenants, conditions, and restrictions is incorporated therein by reference; and,

4. A deposit equaling three (3) hours of the current hourly fee for the Review of Covenants, Conditions and Restrictions established pursuant to County Ordinance No. 671 at the time the above referenced documents are submitted to the Office of the County Counsel for review and approval.

50. PRIOR TO MAP RECORDATION

50.PLANNING. 36 MAP - CC&R RES POA COM. AREA (cont.) INEFFECT

The declaration of covenants, conditions and restrictions submitted for review shall a) provide for a minimum term of 60 years, b) provide for the establishment of a property owner's association comprised of the owners of each individual lot or unit as tenants in common, c) provide for the ownership of the common area by either the property owner's association or the owners of each individual lot or unit as tenants in common, and d) contain the following provisions verbatim:

"Notwithstanding any provision in this Declaration to the contrary, the following provisions shall apply:

The property owners' association established herein shall manage and continuously maintain the flood control facilities and open space lot more particularly described on Exhibit A, attached Thereto, and shall not sell or transfer the 'common area' or any part thereof, absent the prior written consent of the Planning Department of the County of Riverside or the County's successor-in-interest.

The property owners' association shall have the right to assess the owners of each individual lot or unit for the reasonable cost of maintaining such 'common area', and shall have the right to lien the property of any such owner who defaults in the payment of a maintenance assessment. An assessment lien, once created, shall be prior to all other liens recorded subsequent to the notice of assessment or other document creating the assessment lien.

This Declaration shall not be terminated, 'substantially' amended, or property deannexed therefrom absent the prior written consent of the Planning Director of the County of Riverside or the County's successor-in-interest. A proposed amendment shall be considered 'substantial' if it affects the extent, usage, or maintenance of the 'common area' established pursuant to the Declaration.

In the event of any conflict between this Declaration and the Articles of Incorporation, the Bylaws, or the property owners' association Rules and Regulations, if any, this Declaration shall control."

50. PRIOR TO MAP RECORDATION

50.PLANNING. 36 MAP - CC&R RES POA COM. AREA (cont.) (cont.) INEFFECT

Once approved, the copy and the original declaration of covenants, conditions and restrictions shall be forwarded by the Office of the County Counsel to the Planning Department. The Planning Department will retain the one copy for the case file, and forward the wet signed and notarized original declaration of covenents, conditions and restrictions to the County Transportation Department - Survey Division - for safe keeping until the final map is ready for recordation. The County Transportation Department - Survey Division - shall record the original declaration of covenants, conditions and restrictions in conjunction with the recordation of the final map.

TRANS DEPARTMENT

50.TRANS. 1 MAP - DEDICATIONS INEFFECT

Streets "A", "B" & "C" shall be improved within the dedicated right-of-way in accordance with County Standard No. 105, Section A. (36'/56')

50.TRANS. 2 MAP - EXISTING MAINTAINED INEFFECT

Palomar Street is a paved County maintained road and shall be improved with concrete curb-and-gutter located 43 feet from centerline and match up asphalt concrete paving; reconstruction; or resurfacing of existing paving as determined by the Transportation Department within a 73 foot half-width dedicated right-of-way in accordance with County Standard No. 92, (Modified). (43'/73')

Note 1: This will require a curbed landscaped median.

Note 2: A 14' multi-purpose trail will be allowed per County Draft Standard 405 (Modified).

50.TRANS. 3 MAP - IMP PLANS INEFFECT

Improvement plans for the required improvements must be prepared and shall be based upon a design profile extending a minimum of 300 feet beyond the project boundaries at a grade and alignment as approved by the Riverside County Transportation Department. Completion of road improvements does not imply acceptance for maintenance by County.

50. PRIOR TO MAP RECORDATION

50.TRANS. 4 MAP - PART-WIDTH INEFFECT

Street "D" shall be improved with 32 feet of asphalt concrete pavement within a 45' part-width dedicated right-of-way in accordance with County Standard No. 104, Section A. (20'/30')

Deca Lane shall be improved with 32 feet of asphalt concrete pavement within a 45' part-width dedicated right-of-way in accordance with County Standard No. 104, Section A. (20'/30')

50.TRANS. 8 MAP - EASEMENT INEFFECT

Any easement not owned by a public utility, public entity or subsidiary, not relocated or eliminated prior to final map approval, shall be delineated on the final map in addition to having the name of the easement holder, and the nature of their interests, shown on the map.

50.TRANS. 9 MAP - ACCESS RESTRICTION INEFFECT

Lot access shall be restricted on Palomar Street and so noted on the final map.

50.TRANS. 10 MAP - STRIPING PLAN INEFFECT

A signing and striping plan is required for this project. The applicant shall be responsible for any additional paving and/or striping removal caused by the striping plan. Traffic signing and striping shall be performed by County forces with all incurred costs borne by the applicant, unless otherwise approved by the County Traffic Engineer.

50.TRANS. 11 MAP - STREET NAME SIGN INEFFECT

The land divider shall install street name sign(s) in accordance with County Standard No. 816 as directed by the Transportation Department.

50.TRANS. 12 MAP - IMPROVEMENT INEFFECT

The applicant shall be responsible to obtain an approval for a revised exhibit of Tentative Tract 25122 adjacent to the western boundaries of Tentative Tract 32078. Revised exhibit shall be filed with the Planning Department to depict new improvement. The map must show that the cul-de-sac located at the end of Street "D" of TT32078 and

50. PRIOR TO MAP RECORDATION

50.TRANS. 12 MAP - IMPROVEMENT (cont.) INEFFECT

named Street "L" on TT25122 has been eliminated and that it will be extended to connect with Street "B".

And the applicant shall be responsible to implement the agreement dated October 14, 2005 for having the owner(s) of Tract 25122 dedicate an easement to provide access for Tract 32078 over Decca Lane and Street "D" (named Street "L" on Tract 25122) and to connect it with Street "B".

50.TRANS. 14 MAP - LANDSCAPING INEFFECT

The project proponent shall comply in accordance with landscaping requirements within public road rights-of-way, in accordance with Ordinance 461. Landscaping shall be installed within Palomar Street. Landscaping plans shall be submitted on standard County Plan sheet format (24" X 36"). Landscaping plans shall be submitted with the street improvement plans. If landscaping maintenance to be annexed to County Service Area, or Landscaping and Lighting Maintenance District, landscaping plans shall depict ONLY such landscaping, irrigation and related facilities as are to be placed within the public road rights-of-way.

50.TRANS. 16 MAP - SOILS 2 INEFFECT

The developer/owner shall submit a preliminary soils and pavement investigation report addressing the construction requirements within the road right-of-way.

50.TRANS. 20 MAP - STREET SWEEPING INEFFECT

The project proponent shall contact the County Service Area (CSA) Project Manager to file an application for annexation or inclusion into CSA for street sweeping; or enter into a similar mechanism as approved by the Transportation Department.

50.TRANS. 21 MAP - STREETLIGHT PLAN INEFFECT

A separate street light plan is required for this project. Street lighting shall be designed in accordance with County Ordinance 460 and Streetlight Specification Chart found in Specification Section 22 of Ordinance 461. For projects within SCE boundaries use County of Riverside Ordinance 461, Standard No's 1000 or 1001. For projects within Imperial Irrigation District (IID) use IID's pole standard.

50. PRIOR TO MAP RECORDATION

50.TRANS. 22 MAP - STREET LIGHTS-CSA/L&LMD INEFFECT

The project proponent shall contact the County Service Area (CSA) Project Manager who determines whether the development is within an existing CSA or will require annexation into the CSA.

If the project is outside boundaries of a CSA, the project proponent shall contact the Transportation Department L&LMD 89-1-C Administrator and submit the following:

1. Completed Transportation Department application

2. Appropriate fees for annexation.

3. (2)Sets of street lighting plans approved by Transportation Department.

4. "Streetlight Authorization" form from SCE, IID or other electric provider.

50.TRANS. 24 MAP - LANDSCAPING APP. ANNEX INEFFECT

Landscaping within public road rights-of-way shall comply with Transportation Department standards and require approval by the Transportation Department. Assurance of continuing maintenance is required by filing an application for annexation into a County Service Area, Landscaping and Lighting Maintenance District NO. 89-1-Consolidated and/or Assessment District.

50.TRANS. 25 MAP - SOUTHWEST R&BBD RECORD INEFFECT

Prior to the recordation of the final map, or any phase thereof, the project proponent shall pay fees in accordance with Zone A of the Southwest Road and Bridge Benefit District.

50.TRANS. 26 MAP - SOUTHWEST TUMF INEFFECT

Prior to the recordation of the final map, or any phase thereof, the project proponent shall pay the Transportation Uniform Mitigation Fee (TUMF) in accordance with the fee schedule in effect at the time of recordation, pursuant to Board Policy (dated May 25, 2004) and Ordinance No. 824.

50. PRIOR TO MAP RECORDATION

50.TRANS. 28 MAP - ASSESSMENT DIST 1 INEFFECT

Should this project lie within any assessment/benefit district, the applicant shall, prior to recordation, make application for and pay for their reapportionment of the assessments or pay the unit fees in the benefit district.

50.TRANS. 31 MAP- CORNER CUT-BACK I INEFFECT

All corner cutbacks shall be applied per Standard 805, Ordinance 461, except for corners at Entry streets intersecting with General Plan roads, they shall be applied per Exhibit 'C' of the Countywide Design Guidelines.

50.TRANS. 39 MAP- UTILITY PLAN INEFFECT

Electrical power, telephone, communication, street lighting, and cable television lines shall be designed to be placed underground in accordance with ordinance 460 and 461, or as approved by the Transportation Department. The applicant is responsible for coordinating the work with the serving utility company. This also applies to existing overhead lines which are 33.6 kilovolts or below along the project frontage and between the nearest poles offsite in each direction of the project site. A disposition note describing the above shall be reflected on design improvement plans whenever those plans are required. A written proof for initiating the design and/or application of the relocation issued by the utility company shall be submitted to the Transportation Department for verification purposes.

60. PRIOR TO GRADING PRMT ISSUANCE

BS GRADE DEPARTMENT

60.BS GRADE. 1 MAP-G2.1 GRADING BONDS INEFFECT

Grading in excess of 199 cubic yards will require performance security to be posted with the Building and Safety Department. Single Family Dwelling units graded one lot per permit and proposing to grade less than 5,000 cubic yards are exempt.

60.BS GRADE. 2 MAP-G2.2 IMPORT / EXPORT INEFFECT

In instances where a grading plan involves import or export, prior to obtaining a grading permit, the applicant

60. PRIOR TO GRADING PRMT ISSUANCE

60.BS GRADE. 2 MAP-G2.2 IMPORT / EXPORT (cont.) INEFFECT

shall have obtained approval for the import/export location from the Building and Safety Department. Additionally, if either location was not previously approved by an Environmental Assessment, prior to issuing a grading permit a Grading Environmental Assessment shall be submitted to the Planning Director for review and comment and to the Building and Safety Department Director for approval.

60.BS GRADE. 3 MAP-G2.3SLOPE EROS CL PLAN INEFFECT

Erosion control- landscape plans, required for manufactured slopes greater than 3 feet in vertical height, are to be signed by a registered landscape architect and bonded per the requirements of Ordinance 457, see form 284-47.

60.BS GRADE. 4 MAP-G2.4GEOTECH/SOILS RPTS INEFFECT

Geotechnical soils reports, required in order to obtain a grading permit, shall be submitted to the Building and Safety Department's Grading Division for review and approval prior to issuance of a grading permit.

All grading shall be in conformance with the recommendations of the geotechnical/soils reports as approved by Riverside County.*

*The geotechnical/soils, compaction and inspection reports will be reviewed in accordance with the RIVERSIDE COUNTY GEOTECHNICAL GUIDELINES FOR REVIEW OF GEOTECHNICAL AND GEOLOGIC REPORTS.

60.BS GRADE. 5 MAP-G2.7DRNAGE DESIGN Q100 INEFFECT

All drainage facilities shall be designed in accordance with Riverside County Flood Control & Water Conservation District's letter regarding this application or, if not specifically addressed in their letter, to accommodate 100 year storm flows.

Additionally, the Building and Safety Department's conditional approval of this application includes an expectation that the conceptual grading plan reviewed and approved for it complies or can comply with any WQMP (Water Quality Management Plan) required by Riverside County Flood Control and Water Conservation District.

60. PRIOR TO GRADING PRMT ISSUANCE

60.BS GRADE. 8 MAP-G2.14OFFSITE GDG ONUS INEFFECT

Prior to the issuance of a grading permit, it shall be the sole responsibility of the owner/applicant to obtain any and all proposed or required easements and/or permissions necessary to perform the grading herein proposed.

60.BS GRADE. 13 MAP-G1.4 NPDES/SWPPP INEFFECT

Prior to issuance of any grading or construction permits - whichever comes first - the applicant shall provide the Building and Safety Department evidence of compliance with the following: "Effective March 10, 2003 owner operators of grading or construction projects are required to comply with the N.P.D.E.S. (National Pollutant Discharge Elimination System) requirement to obtain a construction permit from the State Water Resource Control Board (SWRCB). The permit requirement applies to grading and construction sites of "ONE" acre or larger. The owner operator can comply by submitting a "Notice of Intent" (NOI), develop and implement a STORM WATER POLLUTION PREVENTION PLAN (SWPPP) and a monitoring program and reporting plan for the construction site. For additional information and to obtain a copy of the NPDES State Construction Permit contact the SWRCB at (916) 657-1146.

Additionally, at the time the county adopts, as part of any ordinance, regulations specific to the N.P.D.E.S., this project (or subdivision) shall comply with them.

E HEALTH DEPARTMENT

60.E HEALTH. 1 MAP - EXISTING STRUCTURES INEFFECT

ALL EXISTING STRUCTURES ON LOTS 9-11 SHALL BE PROPERLY ABANDONED.
LEACH LINES AND SEPTIC TANKS WITH BUILDING AND SAFETY PERMITS.
ANY ON SITE INDIVIDUAL DOMESTIC WELLS WITH HEALTH PERMITS FOR A WELL DESTRUCTION.

FLOOD RI DEPARTMENT

60.FLOOD RI. 1 MAP SUBMIT PLANS INEFFECT

A copy of the improvement plans, grading plans and any other necessary documentation along with supporting hydrologic and hydraulic calculations shall be submitted

60. PRIOR TO GRADING PRMT ISSUANCE

60.FLOOD RI. 1 MAP SUBMIT PLANS (cont.) INEFFECT

to the District for review. The plans must receive District approval prior to issuance of grading permits. All submittals shall be date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit.

60.FLOOD RI. 4 MAP EROS CNTRL AFTER RGH GRAD INEFFECT

Temporary erosion control measures shall be implemented immediately following rough grading to prevent deposition of debris onto downstream properties or drainage facilities. Plans showing these measures shall be submitted to the District for review.

60.FLOOD RI. 9 MAP BMP - FILTRATION INEFFECT

Impervious areas shall be graded or constructed to drain to a filtration BMP or equally effective alternative. Filtration basin BMP's can be found in the attachment to Supplement A, "Selection and Design of Stormwater Quality Controls". The tentative map does not indicate how this tract will comply with this requirement. An unknown number of lots may be lost to a 'first flush filtration basin' in the event that the developer proposes a structural BMP that is not approved by the regulatory Water Quality Control Board or a maintenance entity can not be found.

60.FLOOD RI. 10 MAP ADP FEES INEFFECT

Tract Map 32078 is located within the limits of the Murrieta Creek/Wildomar Valley Area Drainage Plan for which drainage fees have been adopted.

Drainage fees shall be paid with cashier's check or money order only to the District at the time of the issuance of grading permits for the approved parcels or at the time of issuance of building permits if no grading permits are issued for the parcels and may be paid, at the option of the land owner, in pro rata amounts. The amount of the drainage fee required to be paid shall be the amount that is in effect for the particular Area Drainage Plan at the time of issuance of the grading permits or issuance of the building permits if grading permits are not issued.

60. PRIOR TO GRADING PRMT ISSUANCE

60.FLOOD RI. 11 MAP CONSTRUCT STORM DRAINS INEFFECT

This development shall construct the flood control facilities to the District's standards to collect and convey flows from the upstream side of Palomar Street to an adequate outlet to Murrieta Creek. This condition applies to flows tributary to Delca Lane and to Street "B".

60.FLOOD RI. 12 MAP CONSTRUCT BANK PROTECTION INEFFECT

This development shall construct the stream bank protection to the District standards. Interim guidance on the design criteria for this bank protection is as follows:

A. If the applicant proposes to encroach into the floodplain and flows are erosive (i.e. greater than 6 fps) then revetment for the side slopes shall be proposed and 15-foot maintenance roads shall be show on both sides of the conveyance area. Where soft bottoms and revetted side slopes are proposed, provisions for maintenance of the buried portion of the revetment shall be incorporated into the channel design and also into any required environmental mitigation/conservation plan.

The channel design shall be developed using hydraulic runs that consider both the maximum depth and the maximum velocity. The following criteria shall be used for selecting Manning's n value, unless substantiation for other values is submitted:
1) When determining the maximum depth: for vegetated/habitat low flow channel n = 0.10, for non-mowed channel outside of low-flow section n = 0.04, for mowed non-irrigated channel outside of low-flow section n = 0.030.
2) When determining the maximum velocity: for vegetated/habitat low flow channel n = 0.10, for the rest of the channel n = 0.03

B. If the applicant proposes to encroach into the floodplain and flows are non-erosive (i.e. less than 6 fps) then the side slopes shall be no steeper than 4 to 1 and 15-foot maintenance roads shall be shown on both sides of the conveyance area. The Manning's n values given under option B shall be used to show that these flows are non-erosive, and to determine the maximum depth of water.

60. PRIOR TO GRADING PRMT ISSUANCE

60.FLOOD RI. 13 MAP OBTAIN CLOMR INEFFECT

The site is impacted by a FEMA (Federal Emergency Management Agency) mapped flood plain. Any encroachment into or other modification of this flood plain will require the applicant to process a Conditional Letter of Map Revision (CLOMR) prior to the issuance of grading permits. This will likely require the preparation and submittal of an extensive hydrologic/hydraulic analysis. An additional review fee (based on time and materials as provided for in County Ordinance No. 671) will also be required. A Letter of Map Revision shall be required prior to occupancy.

60.FLOOD RI. 14 MAP SUBMIT FINAL WQMP INEFFECT

A copy of the project specific WQMP shall be submitted to the District for review and approval.

PARKS DEPARTMENT

60.PARKS. 1 MAP - TRAILS PLAN INEFFECT

Prior to the issuance of any grading permits, the applicant shall submit a trails plan for review and approval to the Riverside County Regional Park and Open-Space District. This trails plan shall show the trail along Palomar Street.

PLANNING DEPARTMENT

60.PLANNING. 2 MAP - COMMUNITY TRAIL ESMNT INEFFECT

The land divider/permit holder shall cause grading plans to be prepared which delineates grading adjacent to or within a proposed trail easement adjacent to lot numbers 1-9, as delineated on the TENTATIVE MAP. Said grading must conform to the trail standards of the Comprehensive General Plan.

60.PLANNING. 16 MAP - SKR FEE CONDITION INEFFECT

Prior to the issuance of a grading permit, the land divider/permit holder shall comply with the provisions of Riverside County Ordinance No. 663, which generally requires the payment of the appropriate fee set forth in that ordinance. The amount of the fee required to be paid may vary depending upon a variety of factors, including the type of development application submitted and the applicability of any fee reduction or exemption provisions contained in Riverside County Ordinance No. 663. Said fee

60. PRIOR TO GRADING PRMT ISSUANCE

60.PLANNING. 16 MAP - SKR FEE CONDITION (cont.) INEFFECT

shall be calculated on the approved development project which is anticipated to be 16.08 acres (gross) in accordance with the TENTATIVE MAP. If the development is subsequently revised, this acreage amount may be modified in order to reflect the revised development project acreage amount. In the event Riverside County Ordinance No. 663 is rescinded, this condition will no longer be applicable. However, should Riverside County Ordinance No. 663 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that ordinance shall be required.

60.PLANNING. 17 MAP - FEE BALANCE INEFFECT

Prior to issuance of grading permits, the Planning Department shall determine if the deposit based fees are in a negative balance. If so, any outstanding fees shall be paid by the applicant/developer.

60.PLANNING. 18 MAP - GRADING PLAN REVIEW INEFFECT

The land divider/permit holder shall cause a plan check application for a grading plan to be submitted to the County T.L.M.A - Land Use Division for review by the County Department of Building and Safety - Grading Division. Said grading plan shall be in conformance with the approved tentative map, in ompliance with County Ordinance No. 457, and the conditions of approval for the tentative map.

60.PLANNING. 22 MAP/USE - BURROWING OWL SURVEY INEFFECT

Thirty (30) days prior to the issuance of a grading permit, a qualified biologist shall survey for burrowing owls. A written report, prepared by a qualified biologist, with the results of the survey shall be submitted to the Planning Department for review and implementation. If the report concludes that there are no burrowing owls present on the subject property, this condition will be cleared. If the report concludes that there are owls present on the subject property, a plan for the active relocation to a site under conservation shall be prepared and submitted for review and approval by the County's Ecological Resources Specialist. Passive relocation is not acceptable. Once a qualified biologist has certified the owl(s) have been relocated, this condition shall be cleared.

60. PRIOR TO GRADING PRMT ISSUANCE

60.PLANNING. 23 MAP/USE - NESTING BIRD SURVEY INEFFECT

To comply with the Federal Migratory Bird Treaty Act, any vegetation or tree removal, or grading occuring between February 1 to August 15 shall require a qualified biologist to conduct a nesting bird survey no more than one week prior to grading. All trees on the project site, whether or not they will be removed, shall be surveyed for nesting birds. The results shall be reports to the Planning Department. If there are no nests present, this condition will be cleared. If nests are found, exclusionary fencing should be placed 200 feet around the tree for non-raptors and 500 feet for raptors, until the birds have permanently left the nest.

60.PLANNING. 24 MAP - IF HUMAN REMAINS FOUND INEFFECT

If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner shall be notified of the find immediately. If the remains are determined to be prehistoric, the coroner shall notify the Native American Heritage Commission, which will determine and notify the appropriate NATIVE AMERICAN TRIBE who is the most likely descendent. The descendent shall inspect the site of the discovery and make a recommendation as to the appropriate mitigation. After the recommendation has bee made, the property owner, a Native American Tribe representative, and a County representative shall meet to determine the appropriate mitigation measures and corrective actions to be implemented.

60.PLANNING. 25 MAP - REQUIRED APPLICATIONS INEFFECT

No grading permits shall be issued until Change of Zone No. 06924 has been approved and adopted by the Board of Supervisors and has been made effective.

60.PLANNING. 26 MAP - PLANNING DEPT REVIEW INEFFECT

As part of the plan check review of the proposed grading plan for the subject property, the Department of Building and Safety - Grading Division shall submit a copy of the proposed grading plan, along with the applicable Log/Permit Numbers for reference, to the County Planning Department to be reviewed for compliance with the approved tentative

60. PRIOR TO GRADING PRMT ISSUANCE

60.PLANNING. 26 MAP - PLANNING DEPT REVIEW (cont.) INEFFECT

map.

60.PLANNING. 27 MAP - NATIVE AMERICAN MONITOR INEFFECT

A tribal monitor from the Pechanga Band of Luise±o Indians will be required on-site during all ground disturbing activities to be retained by the land divider/permit holder/developer/land owner. Prior to issuance of a grading permit, the developer shall submit a copy of a signed contract between the Pechanga Band of Luise±o and the land divider/permit holder/developer/land owner for the monitoring of the project. The monitor shall have the authority to monitor actively all project related grading and ground disturbing and shall have the authority to temporarily divert, redirect or halt grading activities to allow recovery of Native American resources. The landowner agrees to relinquish ownership of all cultural resources, including all Luise±o sacred items, burial goods and all archeological artifacts that are found on the project area to the Pechanga Band of Luise±o Indians for proper treatment and disposition.

60.PLANNING. 28 MAP - ARCHAEOLOGIST RETAINED INEFFECT

Prior to the issuance of grading permits, a qualified archaeologist shall be retained by the land divider for consultation and comment on the proposed grading with respect to potential impacts to sub-surface cultural resources. Should the archaeologist find the potential is high for impact to significant cultural resources, a pre-grade meeting between the archaeologist, and if deemed appropriate by the archaeologist, a Native American observer, and the excavation and grading contractor shall take place. During grading operations, when deemed necessary in the professional opinion of the retained archaeologist (and/or as determined by the Planning Director), the archaeologist, the archaeologist's on-site representative(s) and the Native Amercian Observer shall actively monitor all project related grading and construction and shall have the authority to temporarily divert, redirect, or halt grading activity to allow recovery of cultural remains. Prior to the issuance of grading permits, the NAME, ADDRESS and TELEPHONE NUMBER of the retained archaeologist shall be submitted to the Planning Department and the B&S Grading Division. If the retained archaeologist finds no potential for impacts to

TRACT MAP Tract #: TR32078 Parcel: 380-140-001

60. PRIOR TO GRADING PRMT ISSUANCE

60.PLANNING. 28 MAP - ARCHAEOLOGIST RETAINED (cont.) INEFFECT

sub-surface cultural resources, a letter shall be submitted to the Planning Department certifying this finding by the retained qualified archaeologist.

80. PRIOR TO BLDG PRMT ISSUANCE

BS GRADE DEPARTMENT

80.BS GRADE. 1 MAP-G3.1NO B/PMT W/O G/PMT INEFFECT

Prior to issuance of any building permit, the property owner shall obtain a grading permit and/or approval to construct from the Grading Divisin of the Building and Safety Department.

FIRE DEPARTMENT

80.FIRE. 1 MAP-#50C-TRACT WATER VERIFICA INEFFECT

The required water system, including all fire hydrant(s), shall be installed and accepted by the appropriate water agency and the Riverside County Fire Department prior to any combustible building material placed on an individual lot. Contact the Riverside County Fire Department to inspect the required fire flow, street signs, all weather surface, and all access and/or secondary. Approved water plans must be a the job site.

FLOOD RI DEPARTMENT

80.FLOOD RI. 1 MAP SUBMIT PLANS INEFFECT

A copy of the improvement plans, grading plans and any other necessary documentation along with supporting hydrologic and hydraulic calculations shall be submitted to the District for review. The plans must receive District approval prior to issuance of building permits. All submittals shall be date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit.

80.FLOOD RI. 3 MAP ADP FEES INEFFECT

Tract Map 32078 is located within the limits of the Murrieta Creek/Wildomar Valley Area Drainage Plan for which drainage fees have been adopted.

80. PRIOR TO BLDG PRMT ISSUANCE

80.FLOOD RI. 3 MAP ADP FEES (cont.) INEFFECT

Drainage fees shall be paid with cashier's check or money order only to the District at the time of the issuance of grading permits for the approved parcels or at the time of issuance of building permits if no grading permits are issued for the parcels and may be paid, at the option of the land owner, in pro rata amounts. The amount of the drainage fee required to be paid shall be the amount that is in effect for the particular Area Drainage Plan at the time of issuance of the grading permits or issuance of the building permits if grading permits are not issued.

80.FLOOD RI. 4 MAP SUBMIT FINAL WQMP INEFFECT

A copy of the project specific WQMP shall be submitted to the District for review and approval.

PLANNING DEPARTMENT

80.PLANNING. 1 MAP - ROOF MOUNTED EQUIPMENT INEFFECT

Roof-mounted mechanical equipment shall not be permitted within the subdivision, however, solar equipment or any other energy saving devices shall be permitted with County Planning Department approval.

80.PLANNING. 2 MAP - FRONT YARD LANDSCAPING INEFFECT

All front yards shall be provided with landscaping and automatic irrigation, as defined by County Ordinance No. 348.

80.PLANNING. 3 MAP - UNDERGROUND UTILITIES INEFFECT

All utility extensions within a lot shall be placed underground.

80.PLANNING. 9 MAP - CONFORM FINAL SITE PLAN INEFFECT

Final clearance shall be obtained from the County Planning Department - Development Review Division stipulating that the building plans submitted conform to the approved Final Plan of Development.

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 14 MAP - SCHOOL MITIGATION INEFFECT

Impacts to the Lake Elsinore Unified School District shall be mitigated in accordance with California State law.

80.PLANNING. 16 MAP - FEE BALANCE INEFFECT

Prior to issuance of building permits, the Planning Department shall determine if the deposit based fees are in a negative balance. If so, any outstanding fees shall be paid by the applicant/developer.

80.PLANNING. 20 MAP - LANDSCAPE PLOT PLAN INEFFECT

The land divider/permit holder shall file seven (7) sets of a Landscaping and Irrigation Plan to the County Planning Department for review and approval. Said plan shall be submitted to the Department in the form of a plot plan application pursuant to County Ordinance No. 348, Section 18.30.a.(1) (Plot Plans not subject to the California Environmental Quality Act and not subject to review by any governmental agency other than the Planning Department), along with the current fee. The plan shall be in compliance with Section 18.12, Sections 19.300 through 19.304., and the TENTATIVE MAP conditions of approval.

When the proposal is located within the County Service Area (CSA), prior to landscape plan submittal to the Planning Department, the developer/permittee shall show evidence to the Planning Department that the CSA No. 152A has approved said plans.

The plan shall show all common open space areas. The plan shall address all areas and conditions of the tract requiring landscaping and irrigation to be installed including, but not limited to, (slope planting, common area and/or park landscaping, and individual front yard landscaping). Emphasis shall be placed on using plant species that are drought tolerant and low water using.

THE LANDSCAPE PLOT PLAN SHALL INCLUDE LANDSCAPING PLANS FOR THE OPEN SPACE AREA IDENTIFIED AS LOT "A". A GRADED ACCESS PATH SHALL BE PROVIDED FOR TRACT RESIDENTS TO ACCESS THE OPEN SPACE AREA. THE LANDSCAPING PALLETTE AND DESIGN SHALL BE COORDINATED BETWEEN THE APPLICANT, PLANNING DEPARTMENT, AND FLOOD CONTROL.

The plans shall provide for the following:

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 20 MAP - LANDSCAPE PLOT PLAN (cont.) INEFFECT

1. Permanent automatic irrigation systems shall be installed on all landscaped areas requiring irrigation. Low water use systems are encouraged.

2. All utility service areas and enclosures shall be screened from view with landscaping and decorative barriers or baffle treatments, as approved by the Planning Department. Utilities shall be placed underground.

3. Any required landscape screening shall be designed to be opaque up to a minimum height of six (6) feet at maturity.

4. Parkways and landscaped building setbacks shall be landscaped to provide visual screening or a transition into the primary use area of the site. Landscape elements shall include earth berming, ground cover, shrubs, and specimen trees in conjunction with meandering sidewalks, benches, and other pedestrian amenities where appropriate as approved by the Planning Department.

5. Landscaping plans shall incorporate the use of specimen accent trees at key visual focal points within the project.

6. Landscaping plans shall incorporate native and drought tolerant plants where appropriate.

7. All specimen trees and significant rock outcroppings on the subject property intended for retention shall be shown on the project's grading plans. Replacement trees for those to be removed shall also be shown.

8. All trees shall be minimum double-staked. Weaker and/or slow-growing trees shall be steel-staked.

9. Multi-programmable irrigation controllers which have enough programs to break up all irrigation stations into hydro zones shall be used. If practical and feasible, rain shutoff devices shall be employed to prevent irrigation after significant precipitation. Irrigation systems shall be designed so areas which have different water use requirements are not mixed on the same station (hydro zones). Assistance in implementing a schedule based on plant water needs is available from CIMIS or Mobile Lab. The use of drip irrigation should be considered for all

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 20 MAP - LANDSCAPE PLOT PLAN (cont.) (cont.) INEFFECT

planter areas that have a shrub density that will cause excessive spray interference of an overhead irrigation system. Use flow reducers to mitigate broken heads next to sidewalks, streets, and driveways. (BMP S2)

10. Plants with similar water requirements shall be grouped together in order to reduce excessive irrigation runoff and promote surface filtration, where possible. (BMP S3)

NOTES:

The Landscape plot plan my include the requirements of any other minor plot plan required by the subdivision conditions of approval. However, minor plot plan conditions of approval shall be cleared individually.

Landscaping plans for areas that are totally within the road right-of-way shall be submitted to the Transportation Department ONLY.

80.PLANNING. 23 MAP - MODEL HOME COMPLEX INEFFECT

A plot plan application shall be submitted to the County Planning Department pursuant to Section 18.30.a.(1) of County Ordinance No. 348 (Plot Plans not subject to the California Environmental Quality Act and not subject to review by any governmental agency other than the Planning Department), along with the current fee.

The Model Home Complex plot plan shall contain the following elements:

1. An engineer's scaled plan showing the model home lots, lot numbers, tract number, and north arrow.

2. Show front, side and rear yard setbacks.

3. Provide two dementioned off street parking spaces per model and one parking space for office use. The plan must have one accessible parking space.

4. Show detailed fencing plan including height and location.

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 23 MAP - MODEL HOME COMPLEX (cont.) INEFFECT

5. Show typical model tour sign locations and elevation.

6. Six (6) sets of photographic or color laser prints (8" X 10") of the sample board and colored elevations shall be submitted for permaanent filing and agency distribution after the Plannning Department has reviewed and approved the sample board and colored elevations in accordance with the approved Design Manual and other applicable standards. All writing must be legible. Six (6) matrix sheets showing structure colors and texture schemes shall be submitted.

7. Provide a Model Home Complex landscape and irrigation plan.

NOTES:

The Model Home Complex plot plan shall not be approved without Final Site Development Plan approval, or concurrent approval of both. See the Planning Department Model Home Complex application for detailed requirements.

The requirements of this plot plan may be incorporated with any minor plot plan required by the subdivision's conditions of approval. However, this MODEL HOME COMPLEX condition of approval shall be cleared individually.

80.PLANNING. 24 MAP - BUILDING SEPARATION 2 INEFFECT

Building separation between all buildings shall not be less than ten (10) feet. Additional encroachments are only allowed as permitted by County Ordinance No. 348.

80.PLANNING. 25 MAP - Walls/Fencing Plans INEFFECT

The land divider/permit holder shall file seven (7) sets of a Wall/Fencing Plan to the County Planning Department for review and approval. Said plan shall be submitted to the Department in the form of a plot plan application pursuant to County Ordinance No. 348, Section 18.30.a.(1) (Plot Plans not subject to the California Environmental Quality Act and not subject to review by any governmental agency other than the Planning Department), along with the

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 25 MAP - Walls/Fencing Plans (cont.) INEFFECT

current fee. The plan shall be in compliance with Section 18.12, and the TENTATIVE MAP conditions of approval.

A. The plan shall show all project fencing including, but not limited to, perimeter fencing, side and rear yard fencing, and open space or park fencing. A typical frontal view of all fences shall be shown on the fencing plan.

B. All utility service areas and enclosures shall be screened from view with landscaping or decorative barriers or baffle treatments, as approved by the Planning Department.

C. All wood fencing shall be treated with heavy oil stain to match the natural shade to prevent bleaching from irrigation spray.

D. Front yard return walls shall be constructed of masonry (slump stone or material of similar appearance, maintenance, and structural durability) and shall be a minimum of five feet in height.

E. Side yard gates are required on one side of front yard, and shall be constructed of wrought iron, wood, vinyl or tubular steel. Side and rear yard fencing shall be masonry, slump stone or other material of similar appearance, maintenance, and structural durability. Chain link fencing is not permitted. All construction must be of good quality and sufficient durability with an approved stain and/or sealant to minimize water staining. (Applicants shall provide specifications that shall be approved by the Planning Department).

F. All new residences constructed on lots of less than 20,000 square feet shall include rear and side yard fencing constructed of masonry block that is a minimum of five (5) feet in height. The maximum height of walls or fencing shall be six (6) feet in height. In the desert areas, block walls are discouraged on the perimeter in favor of increased setbacks with extensive drought tolerant landscaping, berms and fencing such as split rails.

G. Except for the desert areas, all lots having rear and/or side yards facing local streets or otherwise open to public view shall have fences or walls constructed of decorative block,

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 25 MAP - Walls/Fencing Plans (cont.) (cont.) INEFFECT

H. Corner lots shall be constructed with wrap-around decorative block wall returns. (Note: exceptions for the desert area discussed above.)

I. Side yard gates are required on one side of the home and shall be constructed of powder-coated wrought iron or tubular steel.

J. Wrought iron or tubular steel fence sections may be included within tracts where view opportunities and/or terrain warrant its use. Where privacy of views is not an issue, tubular steel or wrought iron sections should be constructed in perimeter walls in order to take advantage of casual view opportunities.

K. Six foot (6') high decorative block walls shall be constructed at the rear of Lots 1-9.

L. A six foot (6') high combination decorative block and tubular steel fencing shall be constructed the southern property line of Lot 21.

M. A three rail fence constructed of PVC and painted white shall be constructed along the northern edge of the 14' wide equestrian trail along Palomar Street.

TRANS DEPARTMENT

80.TRANS. 3 MAP - GARAGE DOOR 1 INEFFECT

Garage door setbacks for all residential zones shall be 20 feet for roll up doors, measured from the street right-of-way to the face of garage. If conventional swing out doors are used, an additional 4 feet will be required. Side entry garages shall comply with minimum building setback requirements.

90. PRIOR TO BLDG FINAL INSPECTION

BS GRADE DEPARTMENT

90.BS GRADE. 1 MAP-G4.1E-CL 4:1 OR STEEPER INEFFECT

Plant and irrigate all manufactured slopes steeper than a 4:1 (horizontal to vertical) ratio and 3 feet or greater in

90. PRIOR TO BLDG FINAL INSPECTION

90.BS GRADE. 1 MAP-G4.1E-CL 4:1 OR STEEPER (cont.) INEFFECT

vertical height with grass or ground cover; slopes 15 feet or greater in vertical height shall be planted with additional shrubs or trees as approved by the Building & Safety Department's Erosion Control Specialist.

90.BS GRADE. 2 MAP-G4.2 1/2"/FT/3FT MIN INEFFECT

Finish grade shall be sloped to provide proper drainage away from all exterior foundation walls. The slope shall be not less than one-half inch per foot for a distance of not less than 3 feet from any point of exterior foundation. Drainage swales shall not be less than 1 1/2 inches deeper than the adjacent finish grade at the foundation.

FLOOD RI DEPARTMENT

90.FLOOD RI. 1 XXM-OBTAIN LOMR INEFFECT

Letter of Map Revision shall be obtained from FEMA for all lots impacted by a FEMA floodplain.

90.FLOOD RI. 2 MAP BMP - EDUCATION INEFFECT

The developer shall distribute environmental awareness education materials on general good housekeeping practices that contribute to protection of stormwater quality to all initial residents. The developer may obtain NPDES Public Educational Program materials from the District's NPDES Section by either the District's website www.floodcontrol.co.riverside.ca.us, e-mail fcnpdes@co.riverside.ca.us, or the toll free number 1-800-506-2555. Please provide Project number, number of units and location of development. Note that there is a five-day minimum processing period requested for all orders.

The developer must provide to the District's PLAN CHECK Department a notarized affidavit stating that the distribution of educational materials to the tenants is assured prior to the issuance of occupancy permits.

90.FLOOD RI. 3 MAP FACILITY COMPLETION INEFFECT

The District will not release occupancy permits for any lots until the flood control facility is functional.

90. PRIOR TO BLDG FINAL INSPECTION

90.FLOOD RI. 4 MAP IMPLEMENT WQMP INEFFECT

All structural BMPs described in the project-specific WQMP shall be constructed and installed in conformance with approved plans and specifications. It shall be demonstrated that the applicant is prepared to implement all non-structural BMPs described in the approved project specific WQMP and that copies of the approved project-specific WQMP are available for the future owners/occupants. The District will not release occupancy permits for any portion of the project exceeding 80% of the total recorded residential lots within the map or phase within the map prior to the completion of these tasks.

PLANNING DEPARTMENT

90.PLANNING. 1 MAP - BLOCK WALL ANTIGRAFFITI INEFFECT

An anti-graffiti coating shall be provided on all block walls, and written verification from the developer shall be provided to both the TLMA - Land Use Division, and the Development Review Division.

90.PLANNING. 5 MAP - LANDSCAPING COMPLIANCE INEFFECT

The land divider/permit holder's landscape architect or other state licensed party responsible for preparing the landscape and irrigation plans shall provide a Compliance Letter to the County Planning Department and the County Department of Building and Safety stating that the landscape and irrigation system has been installed in compliance with the approved landscaping and irrigation plans. The Compliance letter shall be submitted at least three (3) working days prior to final inspection of the structure or issuance of occupancy permit, whichever comes first.

90.PLANNING. 6 MAP - QUIMBY FEES (2) INEFFECT

The land divider/permit holder shall present certification to the Riverside County Planning Department that payment of parks and recreation fees and/or dedication of land for park use in accordance with Section 10.35 of County Ordinance No. 460 has taken place. Said certification shall be obtained from the County of Riverside Executive Office for CSA No. 152A.

90. PRIOR TO BLDG FINAL INSPECTION

90.PLANNING. 7 MAP - CONCRETE DRIVEWAYS INEFFECT

The land divider/permit holder shall cause all driveways to be constructed of cement concrete.

90.PLANNING. 13 MAP - SKR FEE CONDITION INEFFECT

rior to the issuance of a certificate of occupancy, or upon building permit final inspection, whichever comes first, the land divider/permit holder shall comply with the provisions of Riverside County Ordinance No. 663, which generally requires the payment of the appropriate fee set forth in that ordinance. The amount of the fee required to be paid may vary, depending upon a variety of factors, including the type of development application submitted and the applicability of any fee reduction or exemption provisions contained in Riverside County Ordinance No. 663. Said fee shall be calculated on the approved development project which is anticipated to be 16.08 acres (gross) in accordance with TENTATIVE MAP. If the development is subsequently revised, this acreage amount may be modified in order to reflect the revised development project acreage amount. In the event Riverside County Ordinance No. 663 is rescinded, this condition will no longer be applicable. However, should Riverside County Ordinance No. 663 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that ordinance shall be required.

90.PLANNING. 15 MAP- ROLL-UP GARAGE DOORS INEFFECT

All residences shall have automatic roll-up garage doors.

TRANS DEPARTMENT

90.TRANS. 1 MAP - 80% COMPLETION INEFFECT

Occupancy releases will not be issued to Building and Safety for any lot exceeding 80% of the total recorded residential lots within any map or phase of map prior to completion of the following improvements:

a) Primary and Alternate (secondary) access roads shall be completed and paved to finish grade according to the limits indicated in the improvement plans and as noted elsewhere in these conditions.

90. PRIOR TO BLDG FINAL INSPECTION

90.TRANS. 1 MAP - 80% COMPLETION (cont.) INEFFECT

b) Interior roads shall be completed and paved to finish grade according to the limits indicated in the improvement plans and as noted elsewhere in these conditions. All curbs, gutters, sidewalks and driveway approaches shall be installed.

c) Storm drains and flood control facilities shall be completed according to the improvement plans and as noted elsewhere in these conditions. Written confirmation of acceptance for use by the Flood Control District, if applicable, is required.

d) Water system, including fire hydrants, shall be installed and operational, according to the improvement plans and as noted elsewhere in these conditions. All water valves shall be raised to pavement finished grade. Written confirmation of acceptance from water purveyor is required.

e) Sewer system shall be installed and operational, according to the improvement plans and as noted elsewhere in these conditions. All sewer manholes shall be raised to pavement finished grade. Written confirmation of acceptance from sewer purveyor is required.

f) Landscaping and irrigation, water and electrical systems shall be installed and operational in accordance with County Ordinance 461.

90.TRANS. 3 MAP - STREET SWEEPING INEFFECT

Street sweeping annexation or inclusion into CSA or similar mechanism as approved by the Transportation Department shall be completed.

90.TRANS. 4 MAP - STREET LIGHTS INSTALL INEFFECT

Install streetlights along the streets associated with development in accordance with the approved street lighting plan and standards of County Ordinance 460 and 461. For projects within Imperial Irrigation District (IID) use (IID's) pole standard.

Street light annexation into L&LMD or similar mechanism as

90. PRIOR TO BLDG FINAL INSPECTION

90.TRANS. 4 MAP - STREET LIGHTS INSTALL (cont.) INEFFECT

approved by the Transportation Department shall be completed.

It shall be the responsibility of the Developer to ensure that streetlights are energized along the streets of those lots where the Developer is seeking Building Final Inspection (Occupancy).

90.TRANS. 5 MAP - UTILITY INSTALL INEFFECT

Electrical power, telephone, communication, street lighting, and cable television lines shall be placed underground in accordance with ordinance 460 and 461, or as approved by the Transportation Department. This also applies to existing overhead lines which are 33.6 kilovolts or below along the project frontage and between the nearest poles offsite in each direction of the project site.

A certificate should be obtained from the pertinent utility company and submitted to the Department of Transportation as proof of completion.

100. PRIOR TO ISSUE GIVEN BLDG PRMT

PARKS DEPARTMENT

100.PARKS. 1 MAP - TRAIL CONSTRUCTION INEFFECT

Prior to the issuance of the 30th building permit, the applicant shall build the trail along Palomar Street, as shown on the trails plan approved byt he Riverside County Regional Park and Open-Space District.

ATTACHMENT D

Public Comments received on and after the August 7, 2013 PC meeting

Sheryl Ade
22912 Pavla Court
Wildomar, CA 92595

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CITY OF WILDOMAR

August 7, 2013

VIA HAND DELIVERY

Matt Bassi, Planning Director
City of Wildomar
23873 Clinton Keith Road, Ste. 201
Wildomar, CA 92595

Re: Agenda Item 2.1* – Development Agreement for Tentative Tract Map Nos. 25122 & 32078 (Planning Application No. 12-0395) *(APN's: 380-080-008, 380-080-009, 380-080-012, 380-080-013, 380-080-014, and 380-140-001)

Dear Mr. Bassi:

Since there are clearly significant CEQA issues in regard to the proposed development agreement, the resolution cannot be approved until these are addressed through an environmental assessment and potentially an EIR. If you direct the Planning Commissioners to ignore the obvious and significant evidence of environmental changes, the City of Wildomar, as lead agency, could find itself exposed to potential liability.

Thank you for your consideration of these brief initial comments.

Sheryl Ade
Wildomar Resident and former Council Member

Gary Andre
31906 Gruwell St.
Wildomar Ca

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08/07/13

Development Agreement No. 12-0395:
Approved Tentative Tract Maps (TTM No. 25122 & TTM No. 32078).

Many changes have happened to Murrieta Creek since the approval of this project stated above. Hate to say Matt Bassi opened the door in reference to CEQA Findings.

I Quote "As there have been no changes in the project, no changes in the circumstances under which the project will be undertaken, and no new information has come to light regarding new or significant environmental effects, none of the conditions exist that might otherwise require a subsequent EIR, subsequent mitigated negative declaration or subsequent negative declaration or addendum pursuant to Title 14 Cal. Code Regs. Section 15162."

Before this project moves forward toward approval or denial tonight, an environmental study/ possible Environmental impact report needs to be preformed to address all potential impacts the Murrieta creek blockage has on the flooding down stream stretching up stream past the potential future development. Approval of this Development does not Exonerate the Developer/City from potential litigation resulting from damages from flooding and an increase in elevation to the existing Flood Plain.

Issues of concern:

- Proposed developments encroachment into Flood plain
- All neighbors along Murrieta creek have concerns
- Future developments up stream and down stream will put additional impacts on the creek.
- A potential shutdown of all development that drains into Murrieta Creek and Wildomar Channel until the issue is resolved.
- Environmental Impact report will be necessary due to the increase in the size of the flood plain onto private property.
- The Channel that runs from Palomar Rd. to Murrieta Creek. Drainage to the Murrieta Creek is nonexistent due to flooding and blockage of the channel. Now were dealing with a channel full of stagnate water.
- Flooding up and down Mc~~vicker~~ Vicar Rd.

This project at it's current state sits lower than the creek bed, and the future development will encroach into valuable necessary existing flood plain land.
This property in 2009-2010 had serious flooding issues pertaining to Murrieta Creek that need to be dealt with now.

August 7, 2013

City of Wildomar Planning Commission
23873 Clinton Keith Road
Wildomar, California 92595

RECEIVED
AUG 07 2013
CITY OF WILDOMAR

Max and Sophie Castanon
22095 Palomar Street
Wildomar, California 924595

RE: Proposed Project at McVicar Street and Palomar Street

Being long time property owners of Wildomar, over forty years, we have experienced flooding issues almost every year we believe due to poor planning and development. Property we previously owned Westerly of our current residence has been plowed and soil moved around where now water from neighbors run off does not flow unabated toward channel, now water flows toward our home and property.

At the junction of Murrieta Creek and McVicar Street debris clogs drain and water over flows banks. Vegetation grows so fast in Murrieta Creek, South of McVicar Street, that there the banks overflow even easier.

In all good conscious we are in opposition this project until all flooding issues have been resolved.

Respectfully,

Max and Sophie Castanon

WARREN D. WILLIAMS
General Manager-Chief Engineer

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

113813

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

May 1, 2007

Ruben & Gina Castanon Trust
32555 McVicar Street
Wildomar, CA 92595

Dear Property Owner:

Re: Notification of Future Floodplain and Floodway Revision for Murrieta Creek
Parcel Number(s): 380040011

The Flood Insurance Rate Map for a community depicts the floodplain, the area which has been determined to be subject to a 1% (100-year) or greater chance of flooding in any given year. The floodway is the portion of the floodplain that includes the channel of a river or other watercourse and the adjacent land area that must be reserved in order to discharge the base flood without cumulatively increasing the water-surface elevation by more than a designated height.

The Riverside County Flood Control and Water Conservation District (District), in accordance with National Flood Insurance Program Regulation 44CFR 65.7(b)(1), hereby gives notice of a proposed revision to the floodplain maps and data tables for a portion of Murrieta Creek generally located near McVicar Street. The proposed revision consists of two groups of changes. The first group of changes will modify Table 3 (Floodway Data) in the Federal Emergency Management Agency's (FEMA) Flood Insurance Study for Riverside County to correct errors for Cross Sections E through H and to reflect the mapped floodway currently depicted on the Floodway and Flood Boundary Map Panel Number 2710 dated November 20, 1996. This change modifies Table 3 only and will not affect the floodway delineation shown on the Floodway and Flood Boundary Map. As a result of the floodway table revision, the floodway widths will reflect a maximum increase of 275 feet at Cross-Section H and a maximum reduction of 56 feet at Cross-Section F. The second group of changes will modify the floodplain width and depth due to a proposed housing tract identified as Tract 25122 located on the left bank of Murrieta Creek between McVicar Street and a point about 2,000 feet downstream.

This future revision to the floodplain and floodway is associated with the tract developer's application to FEMA for a Conditional Letter of Map Revision on a portion of Murrieta Creek. The application is currently being processed by FEMA. Revised maps and a detailed analysis of the floodway revision can be reviewed at the District. If you have any questions or concerns about the proposed project or its affect on your property, you may contact:

Mr. Mekbib Degaga, PE
Riverside County Flood Control District
1995 Market Street
Riverside, CA 92501
951.955.1200

This information will be available for public review at the above address from 8:00 a.m. to 4:00 p.m. Monday through Friday beginning May 1, 2007.

Sincerely,

MEKBIB DEGAGA
Senior Civil Engineer

c: Roberta R. Cronquist, PE
File Tract 25122

Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION BASED ON FILL DETERMINATION DOCUMENT (REMOVAL)

COMMUNITY AND MAP PANEL INFORMATION		LEGAL PROPERTY DESCRIPTION
COMMUNITY	RIVERSIDE COUNTY, CALIFORNIA (Unincorporated Areas)	A portion of Por Pars B and Parcel 2, as described in the Quitclaim Deed recorded as Document No. 2007-0121892, in the Office of the Recorder, Riverside County, California (APN: 380-040-011-1)
	COMMUNITY NO.: 060245	
AFFECTED MAP PANEL	NUMBER: 06065C2682G	
	DATE: 8/28/2008	
FLOODING SOURCE: MURRIETA CREEK		APPROXIMATE LATITUDE & LONGITUDE OF PROPERTY: 33.597, -117.263 SOURCE OF LAT & LONG: PRECISION MAPPING STREETS 8.0 DATUM: NAD 83

DETERMINATION

LOT	BLOCK/ SECTION	SUBDIVISION	STREET	OUTCOME WHAT IS REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NAVD 88)	LOWEST ADJACENT GRADE ELEVATION (NAVD 88)	LOWEST LOT ELEVATION (NAVD 88)
--	--	--	32555 McVicar Street	Structure (Primary)	X (unshaded)	1218.1 feet	1220.3 feet	--

Special Flood Hazard Area (SFHA) - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

ADDITIONAL CONSIDERATIONS (Please refer to the appropriate section on Attachment 1 for the additional considerations listed below.)

DETERMINATION TABLE (CONTINUED)
PORTIONS REMAIN IN THE SFHA

This document provides the Federal Emergency Management Agency's determination regarding a request for a Letter of Map Revision based on Fill for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the structure(s) on the property(ies) is/are not located in the SFHA, an area inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This document revises the effective NFIP map to remove the subject property from the SFHA located on the effective NFIP map; therefore, the Federal mandatory flood insurance requirement does not apply. However, the lender has the option to continue the flood insurance requirement to protect its financial risk on the loan. A Preferred Risk Policy (PRP) is available for buildings located outside the SFHA. Information about the PRP and how one can apply is enclosed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, 3601 Eisenhower Avenue, Suite 130, Alexandria, VA 22304-6439.

William R Blanton Jr

William R. Blanton Jr., CFM, Chief
Engineering Management Branch
Mitigation Directorate

Federal Emergency Management Agency
Washington, D.C. 20472

LETTER OF MAP REVISION BASED ON FILL DETERMINATION DOCUMENT (REMOVAL)

ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

DETERMINATION TABLE (CONTINUED)

LOT	BLOCK/ SECTION	SUBDIVISION	STREET	**OUTCOME** WHAT IS REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NAVD 88)	LOWEST ADJACENT GRADE ELEVATION (NAVD 88)	LOWEST LOT ELEVATION (NAVD 88)
--	--	--	32555 McVicar Street	Structure (Secondary)	X (unshaded)	1218.1 feet	1220.2 feet	--

PORTIONS OF THE PROPERTY REMAIN IN THE SFHA (This Additional Consideration applies to the preceding 2 Properties.)

Portions of this property, but not the subject of the Determination/Comment document, may remain in the Special Flood Hazard Area. Therefore, any future construction or substantial improvement on the property remains subject to Federal, State/Commonwealth, and local regulations for floodplain management.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, 3601 Eisenhower Avenue, Suite 130, Alexandria, VA 22304-6439.

William R Blanton Jr

William R. Blanton Jr., CFM, Chief
Engineering Management Branch
Mitigation Directorate

10. GENERAL CONDITIONS

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10.FLOOD RI. 4 MAP FLOOD HAZARD RPT (cont.) INEFFECT

floodway in association with the flood plain. The developer proposes to leave the floodway as rural residential zoned lots 103 and 104. Pads shall be elevated a minimum of 2 feet above the 100 year water surface and a minimum of 1 foot above the floodway elevation. Rock slope protection for fill slopes adjacent to the floodway shall be constructed to District standards including toe depth and a 15 foot wide maintenance road. The District would maintain the open space lot and the rock slope protection once an agreement has been executed between the developer and the District.

The developer may dedicate lots 103 and 104 to the District for maintenance and operation of the floodway and slope protection. Credit towards area drainage plan fees would be given for the right of way dedication per the Rules and Regulations for the Administration of Area Drainage Plans.

A Conditional Letter of Map Revision (CLOMR) shall be obtained from FEMA prior to the issuance of a grading permit for lots within the floodplain. It should be noted that it may be necessary to redesign the tract layout if there would be any negative impacts to adjacent upstream properties due to the current tract layout as determined in the flood plain study. This could result in the loss of lots.

The existing Wildomar MDP Line E will protect the tract from offsite flows from the northeast. Any work within the District's right of way for Line E will need to be addressed in the agreement.

PLANNING DEPARTMENT

10.PLANNING. 1 MAP - MAP ACT COMPLIANCE INEFFECT

The subdivision shall comply with the State of California Subdivision Map Act and to all requirements of County Ordinance No. 460, Schedule A unless modified by the conditions listed herein.

10.PLANNING. 2 MAP - FEES FOR REVIEW INEFFECT

Any subsequent review/approvals required by the conditions of approval, including but not limited to grading or building plan review or review of any mitigation monitoring

50. PRIOR TO MAP RECORDATION

50.FLOOD RI. 17 MAP ADP FEE (cont.) MET

shall pay the fee required at the rate in effect at the time of issuance of the actual permit.

50.FLOOD RI. 19 MAP WATERS OF U.S.-HEC, PERMIT INEFFECT

A portion of the proposed project s in a floodplain and may affect "waters of the United States", "wetlands" or "jurisdictional streambeds", therefore, in accordance with the requirements of the National Flood Insurance Program and Related Regulations (44 CFR, Parts 59 through 73) and County Ordinance No. 458:

a. A flood study consisting of HEC-2/HEC-RAS calculations, cross sections, maps and other data should be prepared to the satisfaction of the Federal Emergency Management Agency (FEMA) and the District for the purpose of revising the effective Flood Insurance Rate Map of the project site. The study shall be submitted with the related project improvement plans. Grading permits for lots within the floodplain shall not be issued and final maps shall not record until a Conditional Letter of Map Revision (CLOMR) has been received from FEMA. Final Building Inspections for lots impacted by the FEMA floodplain shall not be issued until a Letter of Map Revision (LOMR) is obtained from FEMA.

The applicant shall be responsible for payment of all processing fees required by FEMA for the CLOMR and LOMR. FEMA submittals for a CLOMR shall be reviewed by the District on a fee for service basis. A fee in conformance with the requirements of 44 CFR Parts 65, 70 and subsequent final rules shall be required prior to final map approval to cover the cost of processing the LOMR. Payment of all District fees and deposits for processing of FEMA submittals shall be made directly to the District. Fees for processing FEMA submittals shall be in addition to regular District plan check fees.

b. A copy of appropriate correspondence and necessary permits from those government agencies from which approval is required by Federal or State law (such as Corps of Engineers 404 permit or Department of Fish and Game 1603 agreement) should be provided to the District prior to the final District approval of the project.

CC: Council
Gary
Matt
Dan

Johnson & Sedlack
ATTORNEYS AT LAW
26785 Camino Seco, Temecula, CA 92590

Raymond W. Johnson, Esq. AICP
Abigail A. Smith, Esq.
Kimberly Foy, Esq.
Aminta Raffalovich, Esq.
Carl T. Sedlack, Esq. Retired

E-mail: EsqAICP@WildBlue.net
Abby.JSLaw@gmail.com
Kim.JSLaw@gmail.com
Aminta.JSLaw@gmail.com
Telephone: 951-506-9925
Facsimile: 951-506-9725

RECEIVED
AUG 1 5 2013
WILDOMAR CITY CLERKS OFFICE

August 14, 2013

City of Wildomar
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595
(951) 677-7751

VIA US MAIL

RE: Written Request for all Public Notices Concerning Development Agreement for Tentative Tract Map Nos. 25122 & 32078 (Planning Application No. 12-0395)

Greetings:

Please allow this letter to serve as a written request to receive all notices regarding a Development Agreement for Tentative Tract Map Nos. 25122 & 32078 (Planning Application 12-0395), located at the southwest corner of McVicar Street and Palomar Street.

This written request is intended to include all public notices issued pursuant to the City of Wildomar ordinances as well as pursuant to the California Environmental Quality Act ("CEQA"), including notice of any CEQA determination regarding the same.

Please send all notices to the following address:
Johnson & Sedlack
26785 Camino Seco
Temecula, CA 92590

Thank you very much for your assistance.

Sincerely,

Raymond W. Johnson

Raymond W. Johnson
JOHNSON & SEDLACK

CITY OF WILDOMAR – PLANNING COMMISSION
Agenda Item No. 2.2
PUBLIC HEARING
Meeting Date: October 2, 2013

TO: Chairman and Members of the Planning Commission

FROM: Alfredo Garcia, Assistant Planner

SUBJECT: **Change of Zone and Plot Plan (Planning Application No. 13-0007):** A request for a Change of Zone from R-R (Rural Residential) to C-1/C-P (General Commercial), and a Plot Plan for an as-built 1,150-square-foot medical office use with existing parking located at 32299 Wildomar Road (APN: 365-051-025)

STAFF RECOMMENDATION

The Planning Department recommends that the Planning Commission take the following action:

1. Adopt PC Resolution No. 13-19 entitled:

   A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, RECOMMENDING CITY COUNCIL ADOPTION OF A CATEGORICAL EXEMPTION PER SECTION 15301 (EXISTING FACILITIES) OF THE CEQA GUIDELINES AND ADOPTION OF AN ORDINANCE APPROVING A CONDITIONAL CHANGE OF ZONE (PLANNING APPLICATION NO. 13-0007) FROM R-R (RURAL RESIDENTIAL) TO C-1/C-P (GENERAL COMMERCIAL) FOR PROPERTY LOCATED AT 32299 WILDOMAR ROAD (APN: 365-051-025).

2. Adopt PC Resolution No. 13-20 entitled:

   A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, RECOMMENDING CITY COUNCIL ADOPTION OF A CATEGORICAL EXEMPTION PER SECTION 15301 (EXISTING FACILITIES) OF THE CEQA GUIDELINES AND ADOPTION OF A RESOLUTION APPROVING A PLOT PLAN (PLANNING APPLICATION NO. 13-0007) TO ALLOW AN "AS-BUILT" 1,150-SQUARE-FOOT MEDICAL OFFICE BUILDING, SUBJECT TO CONDITIONS, LOCATED AT 32299 WILDOMAR ROAD (APN: 365-051-025).

PROJECT DESCRIPTION

The subject property is a 0.25-acre parcel with a fully operational medical office building of approximately 1,150 square feet, a storage building, and a parking lot. The medical office building was converted from a former mobile home in 2007, but did not receive entitlements from the County of Riverside. Therefore, the applicant is requesting approval of a Change of Zone and Plot Plan to legalize the operation of the existing medical facility. As shown below, the project site is surrounded by a mix of vacant properties and single-family residential land uses.

Vicinity/Location Map

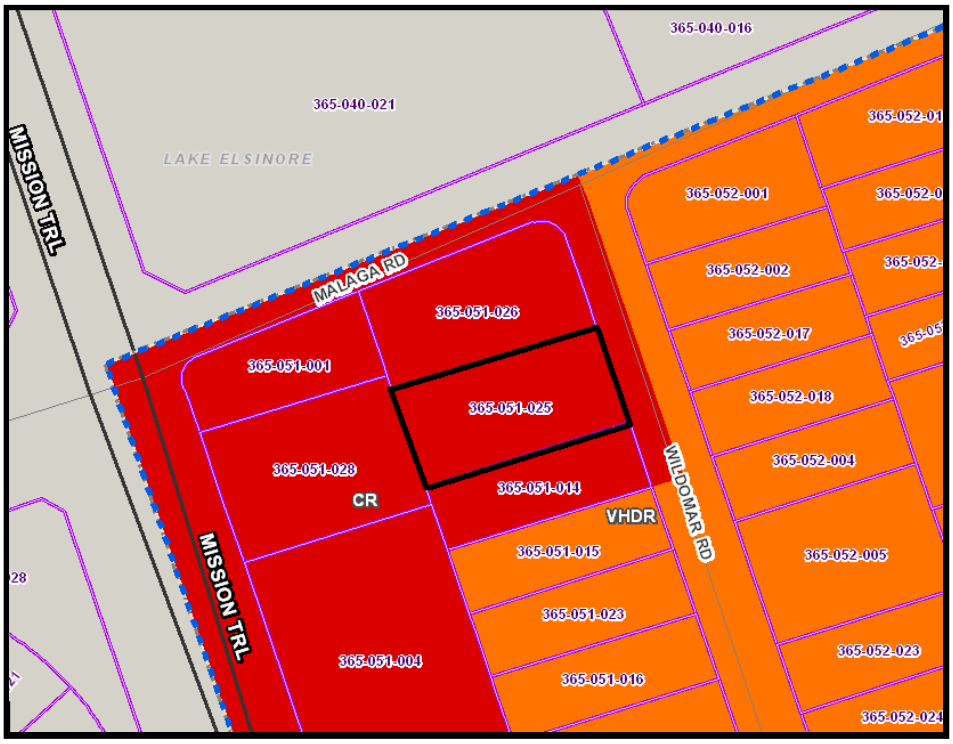
Change of Zone

The property has a General Plan land use designation of Commercial Retail (CR) and is currently zoned Rural Residential (R-R). The existing medical office is not a permitted use in the R-R zone.

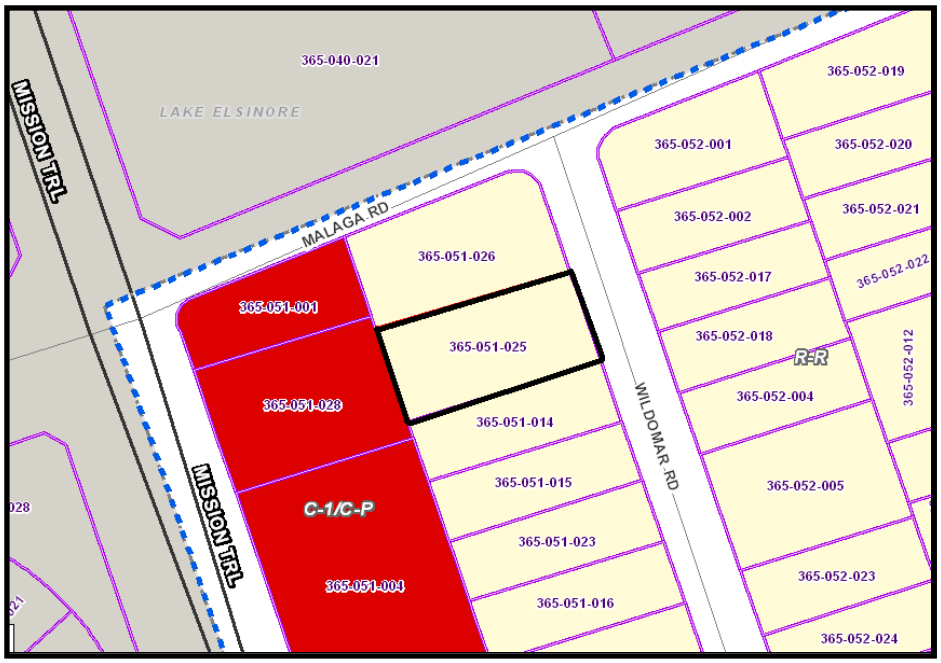
Therefore, the applicant is requesting approval of a Change of Zone from Rural Residential (R-R) to General Commercial (C-1/C-P) in order bring the current medical office use into compliance with the Zoning Ordinance. Thus, staff supports the Change of Zone from the existing Rural Residential zone to the General Commercial zone designation.

Existing and proposed General Plan land use designation and zoning for the site is shown below.

General Plan Land Use Designation Exhibit 1



Zoning Exhibit 2



Surrounding Land Uses

The project site is surrounded by existing residential uses. Table 1 summarizes the current land use, General Plan land use designation, and zoning information related to the proposed project. Staff has also provided two exhibits (Exhibit 1 and 2) showing the General Plan land use designation and zoning from our GIS database.

Table 1 – Adjacent Land Use, General Plan Land Use Designation, and Zoning

Location	Current Land Use	General Plan Land Use Designation	Zoning
Subject Property	Residential	CR	R-R
North	Residential	CR	R-R
South	Residential	CR	R-R
East	Residential	CR	R-R
West	Residential	CR	C-1/C-P

Plot Plan/Site Plan

The proposed Plot Plan is a request to approve an existing 1,150-square-foot medical office building and a small storage container on a 0.25-acre parcel (refer to the proposed site plan on page 37). The small storage container is located near the rear of the property. The site generally drains from the east to west and is fairly flat. Site access is provided via a driveway off Wildomar Road. On-site circulation is provided via a 24-foot-wide drive aisle. The existing design meets the City's and the Riverside County Fire Department's standards.

A 4.5-foot-high vinyl fence is being proposed along the north and west property lines to provide screening from the neighborhood. A 4.5-foot-high decorative block wall with iron fencing is also being proposed on the east property line. Currently, a 4.5- foot high vinyl fence is located on the south property line screening the office from the residential dwelling.

Additional landscape will be installed along Wildomar Road and the northern property boundary to enhance the project site. The proposed landscape improvements meet City standards.

The proposed improvements also include street frontage improvements and on-site parking access that will comply with the Americans with Disabilities Act (ADA) accessibility standards. The project has been conditioned to connect to the Elsinore Valley Municipal Water District's sewer system.

PROJECT ANALYSIS

Change of Zone:

The proposed Change of Zone from R-R (Rural Residential) to C-1/C-P (General Commercial) is necessary for the project to be permitted as a medical office building. Since medical offices are not permitted in the R-R zone, the C-1/C-P zone is the most appropriate zone for the project. The proposed zone designation is also consistent with the General Plan land use designation of Commercial Retail for the project site, and consistent with the adjacent zoning designations along Mission Trail (located west of the project site).

Staff is concerned that a change of occupancy and/or ownership of the property could lead to commercial uses that are not appropriate in a residential neighborhood. While not common, it is within the purview of the City to conditionally approve the change of zone to limit the uses to Section 17.72.010(57) of the Wildomar Municipal Code that reads: "57. Offices, including business, law, medical, dental, chiropractic, architectural, engineering, community planning, real estate." Staff recommends that the zoning ordinance contain a condition that limits the permitted uses on this property to only Section 17.72.010(57) of the Wildomar Municipal Code. Staff supports the proposed Change of Zone with the proposed condition and based on the findings discussed in the staff report.

Plot Plan/Site Plan:

The proposed site plan has been evaluated to ensure compliance with the development standards for the C-1/C-P zone related to parking, building height, setbacks, etc. except of landscaping, As Table 2 illustrates, the proposed site plan meets and/or exceeds the minimum development standards for the C-1/C-P zone.

Table 2 – Development Standards

Development Standard	Zoning Ordinance Standard	Proposed Project Specifics	Meets Requirements
Front Setback[1]	0 feet	70 feet	Yes
Side Setback(s)	0 feet	5 and 12 feet	Yes
Rear Setback	0 feet	43 feet	Yes
Building Height	50 feet max.	14 feet 9 inches	Yes
Off-Street Parking	8 spaces	8 spaces	Yes
Landscaping	5%	4%[2]	No

Note: [1] The C-1/C-P zone does not have minimum setback requirements unless a building exceeds 35 feet in height.
Note: [2] Refer to landscape analysis on page 6.

In addition to the project being in compliance with the C-1/C-P development standards of the City's Zoning Ordinance, the project has been conditioned to ensure compliance with the requirements of the City's Public Works/Engineering Department, the Elsinore Valley Municipal Water District, and the Riverside County Fire Department.

Land Use Compatibility

The current (pediatric) medical office is located on a parcel that is 0.25 acres in size. It is surrounded currently by residential uses that may one day become commercial uses in accordance with the General Plan. The office has been in business since 2007 and operates from Monday through Friday from 8:00 AM to 5:00 PM. Since it has been in business, there have been no complaints from neighbors due to the activity of the site. The office operates on an appointment basis only, which has not impacted onsite parking or become a nuisance to the surround property owners.

Landscape Plan

The City's Landscape Architect has reviewed the proposed landscape design and has determined it complies with the City's landscape standards requiring water-efficient landscaping and water conservation. However, it does not meet the percentage required in the commercial zone. Therefore, the applicant will be conditioned to submit revised plans to meet these requirements, prior to the issuance of Building Permits.

Architectural Elevations

The existing medical office building is a converted mobile home that was approved by the Department of Housing in 2007. The conversion of the mobile home did not change the exterior design of the structure. To date, the exterior of the existing medical office building maintains the former residential character of stucco and horizontal siding with earth-tone colors. Therefore, staff supports the existing office building because it is consistent with the overall character of the residential neighborhood.

CEQA COMPLIANCE

The project qualifies for a Class 1 Categorical Exemption from environmental review per the California Environmental Quality Act (CEQA) Guidelines, Section 15301 (Existing Facilities). The project qualifies for this exemption because the project site is not located within an environmentally sensitive area and does not involve any construction activities that could negatively impact the environment. The project involves the permitting of an existing 1,150-square-foot medical office facility with minor improvements to enhance the circulation and landscaping of a 0.25-acre parcel in a developed area in the city. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. The site can be adequately served by all required utilities and public services. For these reasons, the project qualifies for a Categorical Exemption.

REQUIRED PROJECT FINDINGS

CEQA Findings

In accordance with Section 15301 (Existing Facilities) of CEQA, the following finding is offered for Planning Commission consideration in support of the CEQA Exemption. **Class 1** consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The key consideration is whether the project involves negligible or no expansion of an existing use. Specifically, subsection (e) applies which reads as follows:

> (e) Additions to existing structures provided that the addition will not result in an increase of more than:
>
> (1) 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less; or
>
> (2) 10,000 square feet if:
>
> > (A) The project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan; and,
> >
> > (B) The area in which the project is located is not environmentally sensitive.

The proposed project meets these standards and as such is Categorically Exempt.

Change of Zone Application:

Pursuant to Section 17.216.040 of the Wildomar Zoning Ordinance, staff recommends that the Planning Commission hereby find and determine as follows:

A. The proposed change of zone is in conformance with the adopted General Plan for the City.

   Evidence: The General Plan land use designation for the project site is Commercial Retail. According to the consistency rezoning table established with the adopted General Plan, the General Commercial (C-1/C-P) zone is highly consistent with the General Plan. Consequently, the change of zone from Rural Residential (R-R) to C-1/C-P is in conformance with the General Plan.

Plot Plan Application

Pursuant to Section 17.216.040 of the Wildomar Zoning Ordinance, staff recommends that the Planning Commission hereby find and determine as follows:

A. The proposed use is consistent with the Wildomar General Plan and Zoning Ordinance.

The proposed plot plan is consistent with the existing General Plan land use designation of Commercial Retail for the project site (with the approval of the Change of Zone. The project furthers the objectives of the General Plan As follows:

LU 23.1 "Accommodate the development of commercial uses in areas appropriately designated by the General Plan and area plan land use maps."

LU 23.6 (Community Design) "Require that commercial projects abutting residential properties protect the residential use from the impacts of noise , light , fumes , odors, vehicular traffic, parking, and operational hazard."

LU 23.7 (Community Design) "Require that adequate and available circulation facilities, water resources and sewer facilities exist to meet the demands of the proposed land use."

LU 23.9 (Project Design) " Require that commercial development be designed to consider their surrounding and visually enhance , not degrade , the character of the surrounding area. "

The project will be consistent with the intent of the Zoning Ordinance since it meets and/or exceeds the minimum development standards for commercial uses in the C-1/C-P zone as illustrated in the staff report.). The project complies with the applicable provisions of the Zoning Ordinance, including, but not limited to, Chapter 17.216 (Plot Plans), Chapter 17.188 (Off-Street Vehicle Parking Standards) and Chapter 17.72 (General Commercial Zone). Additionally, conditions have been added to the project to ensure that all the minimum requirements of the City's Zoning Ordinance are met.

B. The overall development of the land shall be designed for the protection of the public health, safety, and general welfare.

The existing site access and site development plan, including the architectural elevations, have been designed to be consistent with the development standards related to commercial uses, thus further protecting the public health, safety, and general welfare.

C. The overall development of the land shall be designed to conform to the logical development of the land and to be compatible with the present and future logical development of the surrounding property.

The existing building has been designed to conform to a logical pattern of development as envisioned by the General Plan. The properties to the north, south, and west have a General Plan land use designation of Commercial Retail. The property to the east has a General Plan land use designation of Very High Density Residential but has been developed for residential use, since it is zoned for Rural Residential. The subject project has proposed the construction of a 4.5-foot-high decorative vinyl fence along the rear and side property lines and a low decorative block wall with wrought iron fencing along the front property line. As a result, the project will be compatible with the surrounding developed sites.

D. The Plot Plan considers the location and need for dedication and improvement of necessary streets and sidewalks, including the avoidance of traffic congestion.

The project is located rear the southwestern corner of Malaga Road and Wildomar Road. Access to the site will only occur from Wildomar Road to ensure safe ingress and egress. The project is conditioned to construct street improvements along Malaga Road. These improvements will include curb, gutter, and sidewalk.

E. The Plot Plan takes into consideration topographical and drainage conditions, including the need for dedication and improvements of necessary structures.

The construction of the existing building has been conditioned to comply with all applicable City ordinances, codes, and standards, including, but not limited to, stormwater runoff management and other drainage control regulations (i.e., WQMP).

F. All plot plans which permit the construction of more than one structure on a single legally divided parcel shall, in addition to all other requirements, be subject to a condition which prohibits the sale of any existing or subsequently constructed structures on the parcel until the parcel is divided and a final map recorded in accordance with Ordinance No. 460 in such a manner that each building is located on a separate legally divided parcel.

The project proposes to legalize a single structure on a single parcel. In addition, any future sale of a portion of the site will require City approval of a subdivision or condominium map. The project fully complies with this requirement.

PUBLIC COMMUNICATION/NOTICING

In accordance with Government Code Sections 65854, and 65090, 65091, the Planning Department, on September 19, 2013, mailed a public hearing notice to all property owners within a 600-foot radius of the project boundaries notifying them of the October 2, 2013, Planning Commission public hearing for the proposed project. In addition, on September 21, 2013, a legal notice was published in The Press Enterprise, a local newspaper of general circulation, notifying the general public of the October 2, 2013, Planning Commission hearing for the approval of the plot plan and change of zone.

Respectfully Submitted,
Matthew C. Bassi
Planning Director

Prepared by,
Alfredo Garcia
Assistant Planner

Reviewed by,
Erica L. Vega
Assistant City Attorney

ATTACHMENTS

A. PC Resolution No. 13-19 for Change for Zone No. 13-0007
   Exhibit 1 – Change of Zone Map
B. PC Resolution No. 13-20 for Plot Plan No. 13-0007
   Exhibit 1 – Conditions of Approval
C. Plot Plan Exhibits (reductions)
D. Plot Plan Full-Size Plans (under separate cover)

ATTACHMENT A

PC Resolution No. 13-19

(Change of Zone No. 13-0007)

PC RESOLUTION NO. 13-19

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION PER SECTION 15301 (EXISTING FACILITIES) OF THE CEQA GUIDELINES AND APPROVAL OF A CONDITIONAL CHANGE OF ZONE (PLANNING APPLICATION NO. 13-0007) FROM R-R (RURAL RESIDENTIAL) TO C-1/C-P (GENERAL COMMERCIAL) FOR PROPERTY LOCATED AT 32299 WILDOMAR ROAD (APN: 365-051-025).

WHEREAS, the Planning Department has received an application for a Change of Zone (Planning Application No. 13-0007) from R-R (Rural Residential) to C-1/C-P (General Commercial) for property located at 32299 Wildomar Road by:

Applicant/Owner:	Patrick McGuiness
Project Location:	32299 Wildomar Road
APN(s):	365-051-025
Project Area:	0.25 acre

WHEREAS, in accordance with the City of Wildomar Zoning Ordinance (Title 17), the Planning Commission of the City of Wildomar, California, has the authority and has reviewed the proposed Change of Zone; and

WHEREAS, the proposed Change of Zone is Categorically Exempt from the California Environmental Quality Act (CEQA) Guidelines in accordance with Section 15301 (Existing Facilities); and

WHEREAS, in accordance with Government Code Sections 65854, 65090 and 65091, the City of Wildomar Planning Department, on September 19, 2013, gave public notice by mailing a public hearing notice to all property owners within a 600-foot radius of the project boundaries notifying said property owners of the date and time of the public hearing for the Change of Zone (Planning Application No. 13-0007) that would be considered by the City of Wildomar Planning Commission; and

WHEREAS, in accordance with Government Code Sections 65090, the City of Wildomar Planning Department, on September 21, 2013, published a legal notice in The Press Enterprise, a local newspaper of general circulation, notifying the public of the holding of a public hearing for the Change of Zone (Planning Application No. 13-0007) that would be considered by the City of Wildomar Planning Commission; and

WHEREAS, in accordance with Government Code Section 65096 and 65854 the City of Wildomar Planning Commission conducted the duly noticed public hearing on October 2, 2013, at which time interested persons had an opportunity to testify in support of, or opposition to, the Change of Zone (Planning Application No. 13-0007),

and at which time the Planning Commission received public testimony concerning the proposed Change of Zone.

NOW, THEREFORE, the Planning Commission of the City of Wildomar does hereby resolve, determine, and order as follows:

SECTION 1. CEQA FINDINGS

The Planning Commission has determined that the proposed project is Categorically Exempt from the California Environmental Quality Act (CEQA) Guidelines in accordance with Section 15301 (Existing Facilities) and recommends the City Council find as follows:

In accordance with Section 15301 (Existing Facilities) of CEQA, the following finding is offered for Planning Commission consideration in support of the CEQA Exemption. **Class 1** consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The key consideration is whether the project involves negligible or no expansion of an existing use. Specifically, subsection (e) applies which reads as follows

(e) Additions to existing structures provided that the addition will not result in an increase of more than:

(1) 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less; or

(2) 10,000 square feet if:

(A) The project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan; and,

(B) The area in which the project is located is not environmentally sensitive.

SECTION 2. CHANGE OF ZONE FINDINGS

In accordance with Wildomar Municipal Code (Title 17), the Planning Commission, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference therein, the City's General Plan, Zoning Ordinance, and any other evidence within the record or provided at the public hearing of this matter, recommends that the City Council hereby find and determine as follows:

A. The proposed change of zone is in conformance with the adopted General Plan for the City and the condition placed on the zoning restricting the permitted use to

17.72.010, 57. Offices, including business, law, medical, dental, chiropractic, architectural, engineering, community planning, real estate, will ensure that future use of the building remains consistent with the existing use.

Evidence: The General Plan land use designation for the project site is Commercial Retail. According to the consistency rezoning table established with the adopted General Plan, the General Commercial (C-1/C-P) zone is highly consistent with the General Plan. Consequently, the change of zone from Rural Residential (R-R) to C-1/C-P is in conformance with the General Plan.

SECTION 3. PLANNING COMMISSION ACTION

The Planning Commission hereby adopts PC Resolution No. 13-19 recommending to the City Council adoption of a Categorical Exemption and adoption of an Ordinance (attached here to as exhibit 1) approving Change of Zone No. 13-0007.

PASSED, APPROVED, AND ADOPTED this 2nd day of October 2013, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Stan Smith
Planning Commission Chairman

ATTEST:

_____
Matthew C. Bassi
Planning Director/Minutes Secretary

APPROVED AS TO FORM:

_____
Eric L. Vega, Assistant City Attorney

EXHIBIT 1
ATTACHMENT A
Draft City Council Ordinance

DRAFT ORDINANCE NO. ___

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING CHANGE OF ZONE NO. 13-0007 TO CHANGE THE ZONING MAP FROM R-R (RURAL RESIDENTIAL) TO C-1/C-P (GENERAL COMMERCIAL) FOR PROPERTY LOCATED AT 32299 WILDOMAR ROAD (APN: 365-051-025).

THE WILDOMAR CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. CEQA

The City Council has determined that the proposed project is Categorically Exempt from the California Environmental Quality Act (CEQA) Guidelines in accordance with Section 15301 (Existing Facilities), as follows:

In accordance with Section 15301 (Existing Facilities) of CEQA, the following finding is offered for Planning Commission consideration in support of the CEQA Exemption. **Class 1** consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The key consideration is whether the project involves negligible or no expansion of an existing use. Specifically, subsection (e) applies which reads as follows

(e) Additions to existing structures provided that the addition will not result in an increase of more than:

(1) 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less; or

(2) 10,000 square feet if:

(A) The project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan; and,

(B) The area in which the project is located is not environmentally sensitive.

SECTION 2. CHANGE OF ZONE FINDINGS

In accordance with Wildomar Municipal Code (Title 17), the City Council, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference therein, the City's General Plan, Zoning Ordinance, and any other evidence within the record or provided at the public

hearing of this matter, recommends that the City Council hereby find and determine as follows:

A. The proposed change of zone is in conformance with the adopted General Plan for the City and the condition placed on the zoning restricting the permitted use to 17.72.010, 57. Offices, including business, law, medical, dental, chiropractic, architectural, engineering, community planning, real estate, will ensure that future use of the building remains consistent with the existing use.

Evidence: The General Plan land use designation for the project site is Commercial Retail. According to the consistency rezoning table established with the adopted General Plan, the General Commercial (C-1/C-P) zone is highly consistent with the General Plan. Consequently, the change of zone from Rural Residential (R-R) to C-1/C-P is in conformance with the General Plan.

SECTION 3: AMENDMENT TO ZONING MAP

The City Council, based on the findings above, hereby approves the following change to the Zoning Map, as attached hereto and described herein in Exhibit 1 to this Ordinance.

SECTION 4: CONDITION OF ZONE CHANGE

The City Council hereby restricts the permitted uses of this parcel to Section 17.72.010. 57 (Offices, including business, law, medical, dental, chiropractic, architectural, engineering, community planning, real estate) to ensure that future use of the building remains consistent with the existing use. No other uses are permitted.

SECTION 5. Effective Date of Ordinance. This Ordinance shall take effect and be in full force and operation thirty (30) days after its second reading and adoption.

SECTION 6. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 7. City Clerk Action

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and

circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

PASSED, APPROVED AND ADOPTED this ____day of _____, 2013.

_____
Timothy Walker
Mayor

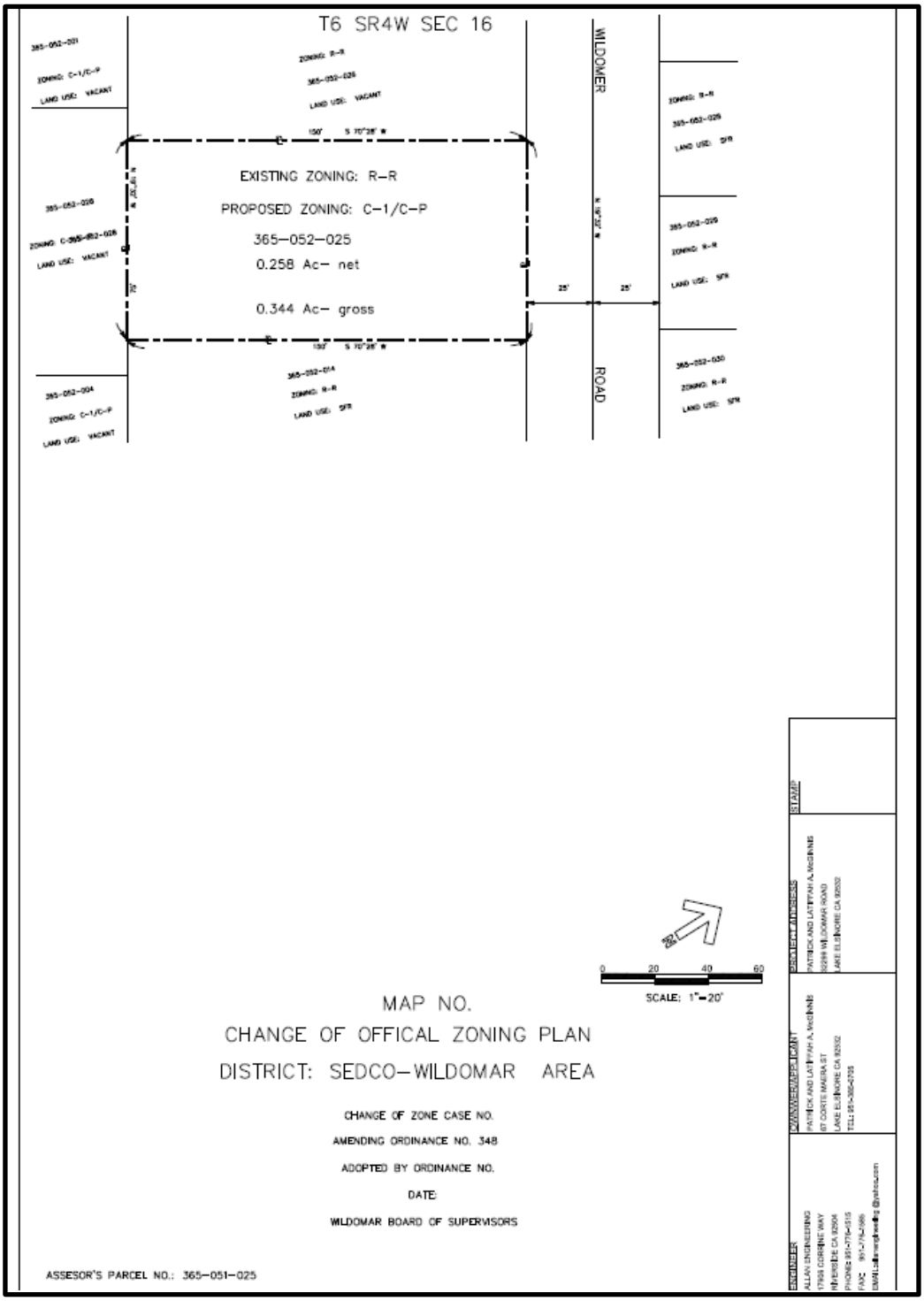
APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

Exhibit 1 – Change of Zone Exhibit



ATTACHMENT B

PC Resolution No. 13-20

(Plot Plan No. 13-0007)

PC RESOLUTION NO. 13-20

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, RECOMMENDING CITY COUNCIL ADOPTION OF A CATEGORICAL EXEMPTION PER SECTION 15301 (EXISTING FACILITIES) OF THE CEQA GUIDELINES AND ADOPTION OF A RESOLUTION APPROVING A PLOT PLAN (PLANNING APPLICATION NO. 13-0007) TO ALLOW AN "AS-BUILT" 1,150-SQUARE-FOOT MEDICAL OFFICE BUILDING, SUBJECT TO CONDITIONS, LOCATED AT 32299 WILDOMAR ROAD (APN: 365-051-025).

WHEREAS, the Planning Department has received an application for a Plot Plan (Planning Application No. 13-0007) to permit and allow the continued operation of an existing 1,150-square-foot medical office building on a 0.25-acre site located at 32299 Wildomar Road by:

Applicant/Owner:	Patrick McGuiness
Project Location:	32299 Wildomar Road
APN(s):	365-051-025
Project Area:	0.25 acre

WHEREAS, in accordance with the City of Wildomar Zoning Ordinance (Title 17) the Planning Commission of the City of Wildomar, California, has the authority and has reviewed the proposed Plot Plan; and

WHEREAS, the proposed Plot Plan is Categorically Exempt from the California Environmental Act (CEQA) Guidelines in accordance with Section 15301 (Existing Facilities); and

WHEREAS, in accordance with Government Code Sections 65854, 65090 and 65091, the City of Wildomar Planning Department, on September 19, 2013, gave public notice by mailing a public hearing notice to all property owners within a 600-foot radius of the project boundaries notifying said property owners of the date and time of the public hearing for the Plot Plan (Planning Application No. 13-0007) that would be considered by the City of Wildomar Planning Commission; and

WHEREAS, in accordance with Government Code Sections 65090, the City of Wildomar Planning Department, on September 21, 2013, published a legal notice in The Press Enterprise, a local newspaper of general circulation, notifying the public of the holding of a public hearing for the Plot Plan (Planning Application No. 13-0007) that would be considered by the City of Wildomar Planning Commission; and

WHEREAS, in accordance with Government Code Section 65096 and 65854 the City of Wildomar Planning Commission conducted the duly noticed public hearing on October 2, 2013, at which time interested persons had an opportunity to testify in support of, or opposition to, the Plot Plan (Planning Application No. 13-0007), and at

which time the Planning Commission received public testimony concerning the proposed Plot Plan.

NOW, THEREFORE, the Planning Commission of the City of Wildomar does hereby resolve, determine, and order as follows:

SECTION 1. CEQA FINDINGS

The Planning Commission has determined that the proposed project is Categorically Exempt from the California Environmental Quality Act (CEQA) Guidelines in accordance with Section 15301 (Existing Facilities), and recommends the City Council make the following findings:

In accordance with Section 15301 (Existing Facilities) of CEQA, the following finding is offered for Planning Commission consideration in support of the CEQA Exemption. **Class 1** consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The key consideration is whether the project involves negligible or no expansion of an existing use. Specifically, subsection (e) applies which reads as follows

(e) Additions to existing structures provided that the addition will not result in an increase of more than:

(1) 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less; or

(2) 10,000 square feet if:

(A) The project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan; and,

(B) The area in which the project is located is not environmentally sensitive.

SECTION 2. PLOT PLAN FINDINGS

Pursuant to Section 17.216 of the Wildomar Zoning Ordinance, the Planning Commission, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference therein, the City's General Plan, Zoning Ordinance, and any other evidence within the record or provided at the public hearing of this matter, recommends that the City Council hereby find and determine as follows:

A. The proposed use is consistent with the Wildomar General Plan and Zoning Ordinance.

The proposed plot plan is consistent with the existing General Plan land use designation of Commercial Retail for the project site (with the approval of the Change of Zone. The project furthers the objectives of the General Plan As follows:

LU 23.1 “Accommodate the development of commercial uses in areas appropriately designated by the General Plan and area plan land use maps.”

LU 23.6 (Community Design) “Require that commercial projects abutting residential properties protect the residential use from the impacts of noise , light , fumes , odors, vehicular traffic, parking, and operational hazard.”

LU 23.7 (Community Design) “Require that adequate and available circulation facilities, water resources and sewer facilities exist to meet the demands of the proposed land use.”

LU 23.9 (Project Design) “ Require that commercial development be designed to consider their surrounding and visually enhance , not degrade , the character of the surrounding area. “

The proposed Plot Plan is consistent with the existing General Plan land use designation of Commercial Retail for the project site (with the approval of the Change of Zone). The project complies with the applicable provisions of the Zoning Ordinance, including, but not limited to, Chapter 17.216 (Plot Plans), Chapter 17.188 (Off-Street Vehicle Parking Standards) and Chapter 17.72 (General Commercial Zone). Considering all of these aspects, the project furthers the objectives and policies of the General Plan and is compatible with the general land uses as specified in the General Plan. The project will be consistent with the intent of the Zoning Ordinance since it meets and/or exceeds the minimum development standards for commercial centers in the C-1/C-P zone as illustrated in the staff report. Additionally, conditions have been added to the project to ensure that all the minimum requirements of the City’s Zoning Ordinance are met.

B. The overall development of the land shall be designed for the protection of the public health, safety, and general welfare.

The existing site access and site development plan, including the architectural elevations, have been designed to be consistent with the development standards related to commercial uses, thus further protecting the public health, safety, and general welfare.

C. The overall development of the land shall be designed to conform to the logical development of the land and to be compatible with the present and future logical development of the surrounding property.

The existing building has been designed to conform to a logical pattern of development as envisioned by the General Plan. The properties to the north, south, and west have a General Plan land use designation of Commercial Retail. The property to the east has a General Plan land use designation of Very High Density Residential but has been developed for residential use, since it is zoned for Rural Residential. The subject project has proposed the construction of a 4.5-foot-high decorative vinyl fence along the rear and side property lines and a low decorative block wall with wrought iron fencing along the front property line. As a result, the project will be compatible with the surrounding developed sites.

D. The Plot Plan considers the location and need for dedication and improvement of necessary streets and sidewalks, including the avoidance of traffic congestion.

The project is located rear the southwestern corner of Malaga Road and Wildomar Road. Access to the site will only occur from Wildomar Road to ensure safe ingress and egress. The project is conditioned to construct street improvements along Malaga Road. These improvements will include curb, gutter, and sidewalk.

E. The Plot Plan takes into consideration topographical and drainage conditions, including the need for dedication and improvements of necessary structures.

The construction of the existing building has been conditioned to comply with all applicable City ordinances, codes, and standards, including, but not limited to, stormwater runoff management and other drainage control regulations (i.e., WQMP).

F. All plot plans which permit the construction of more than one structure on a single legally divided parcel shall, in addition to all other requirements, be subject to a condition which prohibits the sale of any existing or subsequently constructed structures on the parcel until the parcel is divided and a final map recorded in accordance with Ordinance No. 460 in such a manner that each building is located on a separate legally divided parcel.

The project proposes to legalize a single structure on a single parcel. In addition, any future sale of a portion of the site will require City approval of a subdivision or condominium map. The project fully complies with this requirement.

SECTION 3. PLANNING COMMISSION ACTION

The Planning Commission hereby adopts PC Resolution No. 13-20 recommending to the City Council adoption of a Categorical Exemption for, and approval of, Plot Plan No. 13-0007 (Planning Application No. 13-0007), subject to the conditions attached to this Resolution as Exhibit 1.

PASSED, APPROVED, AND ADOPTED this 2nd day of October 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Stan Smith
Planning Commission Chairman

ATTEST:

_____
Matthew C. Bassi
Planning Director/Minutes Secretary

APPROVED AS TO FORM:

_____
Assistant City Attorney, Eric L. Vega,

EXHIBIT 1 – ATTACHMENT B CONDITIONS OF APPROVAL			
Project Application: Change of Zone and Plot Plan (Planning Application No. 13-0007)			
APN: 365-051-025			
Planning Commission Approval Date: October 2, 2013	**Expiration Date: October 2, 2015**		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**

PLANNING DEPARTMENT CONDITIONS				
General Conditions				
1.	In compliance with Section 15094 of the CEQA Guidelines, a Notice of Exemption (NOE) shall be filed with the Riverside County Clerk within five (5) days of project approval by the City Council. The Notice shall include the required California Department of Fish and Game (Code Section 711.4.d.3) fee and the Riverside County Clerk administrative fee. The applicant shall submit to the Planning Department a check or money order made payable to the Riverside County Clerk in the amount of **$50.00** no later than **October 3, 2013**. Failure to pay the required fee will result in the project being deemed null and void (California Fish and Game Code Section 711.4(c)). The above fee is broken down as follows: a. Riverside County Clerk Administrative Fee = $50.00	October 3, 2013	Planning Department	
2.	The applicant shall review and sign below verifying "Acceptance of the Conditions of Approval" and return the signed page to the Wildomar Planning Department no later than October 9, 2013. Applicant Signature Date	October 9, 2013	Planning Department	
3.	The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such	Ongoing	Planning Department	

	procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. City shall promptly notify the applicant of any Action brought and request that applicant defend the City. It is expressly agreed that applicant may select legal counsel providing the applicant's defense and the City shall have the right to approve separate legal counsel providing the City's defense. The applicant shall reimburse City for any attorneys' fees, costs and expenses directly and necessarily incurred by the City in the course of the defense. Applicant agrees that City will forward monthly invoices to Applicant for attorneys' fees, costs and expenses it has incurred related to its defense of any Action and applicant agrees to timely payment within thirty (30) days of receipt of the invoice. Applicant agrees to post adequate security or a cash deposit with City in an amount to cover the City's estimated attorneys' fees, costs and expenses incurred by City in the course of the defense in order to ensure timely payment of the City's invoices. The amount of the security or cash deposit shall be determined by the City. City shall cooperate with applicant in the defense of any Action.			
4.	Approval of Plot Plan Application No. 13-0007 shall expire on October 2, 2015, if the plot plan has not been finalized. The applicant may file with the Planning Department a request for a one-year time	October 2, 2015	Planning Department	

	extension as permitted in the Zoning Ordinance, provided a written request is made with the required EOT application and fee no later than July 31, 2015 (60 days prior to expiration).			
5.	The project shall be developed in accordance with the Plot Plan approved by the Planning Commission on October 2, 2013. The applicant may request a modification/revision to the approved project as outlined in the Wildomar Zoning Ordinance.	Ongoing	Planning Department	
6.	Within 45 days of approval of Project No. 13-0007 by the Planning Commission, any outstanding deposit account balance shall be paid in full by the applicant.	November 16, 2013	Planning Department	
7.	Prior to any permits for this project, the applicant shall submit a minor plot plan (for Planning Director Approval that shows the additional 1% of added landscaping needed to comply with Section 17.188.070 and the Zoning Ordinance.	Ongoing	Planning Department	
8.	If human remains are encountered during grading activities, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to Public Resources Code Section 5097.98(b), remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within a reasonable timeframe. Subsequently, the Native American Heritage Commission shall identify the "most likely descendant." The most likely descendant shall then make recommendations and engage in consultation concerning the treatment of the remains as provided in Public Resources Code Section 5097.98.	Ongoing	Planning and Engineering Departments	

9.	If during ground-disturbing activities unique cultural resources are discovered that were not assessed by the archaeological report(s) and/or environmental assessment conducted prior to project approval, the following procedures shall be followed. Unique cultural resources are defined, for this condition, as being multiple artifacts in close association with each other, but may include fewer artifacts if the area of the find is determined to be of significance due to its sacred or cultural importance. (1) All ground disturbance activities within 100 feet of the discovered cultural resources shall be halted until a meeting is convened between the applicant, the archaeologist, the Native American tribal representative, and the Planning Director to discuss the significance of the find. (2) At the meeting, the significance of the discoveries shall be discussed and after consultation with the Pechanga and Soboba Band representatives and the archaeologist, a decision shall be made, with the concurrence of the Planning Director, as to the appropriate mitigation (documentation, recovery, avoidance, etc.) for the cultural resources. (3) Grading or further ground disturbance shall not resume within the area of the discovery until an agreement has been reached by all parties as to the appropriate mitigation.	Ongoing	Planning and Engineering Departments	
10.	Staff conditionally approves the change of zone to limit the uses to Section 17.72.010(57) of the Wildomar Municipal Code that reads: "57. Offices, including business, law, medical, dental, chiropractic, architectural, engineering, community planning, real estate."	Ongoing	Planning Department	
BUILDING AND SAFETY DEPARTMENT CONDITIONS				
Prior to Issuance of a Certificate of Occupancy				
11.	Prior to the issuance of a certificate of occupancy, all conditions of approval shall be satisfied.	Prior to Issuance of a Certificate of Occupancy	Planning and Building Departments	

12.	The applicant shall satisfy all requirements from Building and Safety in order to legalize the office.	Prior to Issuance of a Certificate of Occupancy	Planning and Building Departments	
PUBLIC WORKS/ENGINEERING/BUILDING DEPARTMENT CONDITIONS				
General Requirements/Conditions				
1.	The developer shall obtain City approval for any modifications or revisions to the approval of this project. Deviations not identified on the plans may not be approved by the City, potentially resulting in the need for the project to be redesigned. Amended entitlement approvals may be necessary as a result.	On-Going	Engineering Dept.	
2.	No grading shall be performed without the prior issuance of a grading permit by the City.	On-Going	Engineering Dept.	
3.	Written permission shall be obtained from the affected property owners allowing the proposed grading and/or facilities to be installed outside of the project boundaries.	On-Going	Engineering Dept.	
4.	The developer's contractor is required to submit for a haul route permit for the hauling of material to and from the project site. Said permit will include limitations of haul hours, number of loads per day and the posting of traffic control personnel at all approved entrances/exits onto public roads. This permit shall be in place prior to the issuance of the grading permit and the mobilization of equipment on the project site.	On-Going	Engineering Dept.	
5.	The Developer shall dedicate, design and construct all improvements in accordance the City of Wildomar Road Improvement Standards & Specification, Improvement Plan Check Policies and Guidelines, as further conditioned herein and to the satisfaction of the City Engineer.	On-Going	Engineering Dept.	
6.	The Developer shall be responsible for all costs associated with off-site right-of-way acquisition, including any costs associated with the eminent domain process, if necessary.	On-Going	Engineering Dept.	

7.	All grading shall conform to the California Building Code, including Appendix J, and all other relevant laws, rules, and regulations governing grading in the City of Wildomar. Prior to commencing any grading which includes 50 or more cubic yards, the developer shall obtain a grading permit from the Building Department.	On-Going	Engineering Dept.	
8.	All necessary measures to control dust shall be implemented by the developer during grading to the satisfaction of the City Engineer. A PM10 plan may be required at the time a grading permit is issued.	On-Going	Engineering Dept.	
9.	Graded slopes shall be limited to a maximum steepness ratio of 2:1 (horizontal to vertical) unless otherwise approved by the City Engineer.	On-Going	Engineering Dept.	
10.	Grading in excess of 199 cubic yards will require performance security to be posted with the City.	On-Going	Engineering Dept.	
11.	All retaining walls shall require a separate permit from the Building Department.	On-Going	Building Dept.	
12.	Erosion control – landscape plans, required for manufactured slopes greater than 3 feet in vertical height, are to be signed by a registered landscape architect and bonded per the requirements of Ordinance 457 (refer to dept. form 284-47). Planting shall occur within 30 days of meeting final grades to minimize erosion and to ensure slope coverage prior to the rainy season. The Developer shall plant & irrigate all manufactured slopes steeper than a 4:1 (horizontal to vertical) ratio and 3 feet or greater in vertical height with grass or ground cover; slopes 15 feet or greater in vertical height shall be planted with additional shrubs or trees or as approved by the City Engineer.	On-Going	Engineering Dept.	
13.	Should this project lie within any assessment/benefit district, the project proponent shall, prior to acceptance of improvements, make application for and pay for their reapportionment of the assessments	On-Going	Engineering Dept.	

	or pay the unit fees in the benefit district unless said fees are otherwise deferred.			
14.	The developer shall design and construct all driveways in accordance with the City of Wildomar Improvement Standards.	On-Going	Engineering Dept.	
15.	The improvement plans for the required public improvements must be prepared and shall be based upon a design profile extending a minimum of 300 feet beyond the project boundaries at a grade and alignment as approved by the City Engineer.	On-Going	Engineering Dept.	
16.	All above-ground utilities, including but not limited to communication and power that are 33KV in size or less, shall be undergrounded by the developer in accordance with City requirements. The undergrounding of utilities shall be reflected on the project improvement plans.	On-Going	Engineering Dept.	
17.	All flood control plans to be reviewed shall be submitted through the City of Wildomar, unless otherwise directed by the City Engineer.	On-Going	Engineering Dept.	
Prior to the Issuance of Grading Permits				
18.	Prior to the issuance of a grading permit, the developer shall submit a geotechnical soils reports to the City Engineer for review and approval prior to issuance of grading permit. The findings and recommendations shall reflect current conditions and the report shall be no older than one (1) year. All grading shall be in conformance with the recommendations of the geotechnical/soils reports as approved by City of Wildomar.	Prior to Issuance of a Grading Permit	Engineering Dept.	
19.	Prior to the issuance of a grading permit, it shall be the sole responsibility of the developer to obtain any and all easements and/or permissions necessary to perform the grading required for the project. A notarized letter of permission from all affected property owners or easement holders, or encroachment permit, is required for all off-site grading.	Prior to Issuance of a Grading Permit	Engineering Dept.	

20.	Prior to the issuance of grading permits, the project specific SWPPP shall be approved by the City Engineer.	Prior to Issuance of a Grading Permit	Engineering Dept.	
21.	Prior to issuance of grading permits the Developer shall provide the Engineering Department evidence of compliance with the National Pollutant Discharge Elimination System (NPDES) and obtain a construction permit from the State Water Resource Control Board (SWRRCB).	Prior to Issuance of a Grading Permit	Engineering Dept.	
22.	Prior to the issuance of a grading permit, the developer shall have obtained approval for the import/export location from the City of Wildomar. Additionally, if either location was not previously approved by an Environmental Assessment, prior to issuing a grading permit, a Grading Environmental Assessment shall be submitted to the Planning Director for review and comment and to the City Engineer for approval.	Prior to Issuance of a Grading Permit	Engineering Dept.	
23.	Prior to the issuance of a grading permit, the developer shall submit a Final Water Quality Management Plan (WQMP), in conformance with the requirements of the San Diego and/or Santa Ana Regional Water Quality Control Board. Applicant shall confirm the watershed requirements relative to their project location. All stormwater quality treatment devices shall be located outside of the ultimate public right of way. The developer shall design the stormwater quality treatment devices to accommodate all project runoff, ensuring post-construction flows and volumes do not exceed pre-construction levels, in accordance with City of Wildomar's Hydrology Manual, Stormwater Quality Best Management Practice Design Handbook, Improvement Standards, and to the satisfaction of the City Engineer. These BMPs shall be consistent with the Final WQMP and installed to the satisfaction of the City Engineer.	Prior to Issuance of a Grading Permit	Engineering Dept.	
24.	If the project location is within the Santa Ana River Watershed: Prior to the issuance of a grading permit, the developer is to provide the appropriate documentation that will allow this project a waiver for	Prior to Issuance of a Grading Permit	Public Works Dept.	ALL PHASES

	mitigation volume related to the Lake Elsinore sub watershed of the Santa Ana Watershed. Please note the City is not a permittee in the MS4 permit for the Santa Ana River Watershed (Lake Elsinore) and is governed only by the MS4 permit for the Santa Margarita Watershed, therefore the Applicant needs to provide evidence that this waiver has been approved by the Santa Ana Regional Water Quality Control Board. Otherwise volume has to be addressed.			
25.	Prior to the issuance of grading permit, the developer shall prepare and submit a comprehensive drainage study and plan that includes, but is not limited to: definition with mapping of the existing watersheds; a detailed pre- and post-project hydrologic and hydraulic analysis of the project and project impacts; definition of the local controlling 100-year frequency water levels existing and with project; the proposed method of flow conveyance to mitigate the potential project impacts with adequate supporting calculations; any proposed improvements to mitigate the impacts of increased runoff from the project and any change in runoff; including quality, quantity, volume, and duration in accordance with City of Wildomar's Hydrology Manual, Improvement Standards, and to the satisfaction of the City Engineer. Specifically, the study will: a. Analyze the detention basin drainage area for a project using the Rational Method 100-year storm event for the pre-project and post-project. b. Analyze 4 hydrographs for the detention basin drainage area for a project using the Unit Hydrograph 100-year storm event for the 1-hour, 3-hour, 6-hour, and 24-hour storm durations for post-project condition. c. Using the Unit Hydrographs determine which duration provides the highest flow rate. Adjust parameters such as lag time, flow line roughness coefficient or other parameters to calibrate Unit Hydrograph model to provide results similar to the Rational	Prior to Issuance of a Grading Permit	Engineering Dept.	

	Method. d. Using the calibrated Unit Hydrograph for the detention basin drainage area perform basin routing analysis to demonstrate that the outflow is less than the pre-project Rational Method flow rate.			
26.	Prior to the 1st Improvement Plan submittal, the developer shall show all easements per the Title Report to the satisfaction of Public Works. Any conflicts with existing easements may result in the site being redesigned and Plot Plan Amendment approved by Planning.	Prior to Issuance of a Grading Permit	Engineering Dept.	
27.	Record an Irrevocable Offer of Dedication on Wildomar Road for the ultimate right-of-way for Collector Street Standard No. 103	Prior to Issuance of Building Permit	Engineering Dept.	
28.	Prepare Improvement plans and post security for Wildomar Road part width street section for Collector Street Standard No. 103	Prior to Issuance of Grading Permit	Engineering Dept.	
29.	Improve Wildomar Road part width street section for Collector Street Standard No. 103	Prior to Issuance of Building Permit	Engineering Dept.	
Prior to Issuance of a Building Permit				
30.	Prior to the issuance of any building permit, the property owner shall obtain a grading permit and/or approval to construct from the City Engineer.	Prior to Issuance of a Building Permit	Building Dept.	
31.	Prior to the issuance of a building permit Improvement plans shall be approved by the City Engineer and all improvements to be constructed shall be secured by the Developer.	Prior to Issuance of a Building Permit	Building Dept.	
32.	Prior to issuance of a building permit the developer shall provide will serve letters from the appropriate water and sewer agencies.	Prior to Issuance of a Building Permit	Building Dept.	
33.	Prior to issuance of a building permit the developer shall install streetlights in accordance with the City of Wildomar Road Improvement Standards & Specification, Improvement Plan Check	Prior to Issuance of a Building Permit	Building Dept.	

	Policies and Guidelines, City Ordinances and to the satisfaction of the City Engineer.			
34.	Prior to issuance of a building permit the developer shall install all street name signs at intersections adjacent to the project, public or private and/or replace street name signs in accordance with the City of Wildomar Standard Details and to the satisfaction of the City Engineer.	Prior to Issuance of a Building Permit		
35.	Prior to issuance of a building permit the developer shall pay all fees in accordance with Zone A of the Southwest Road and Bridge Benefit District.	Prior to Issuance of a Building Permit		
36.	Prior to issuance of a building permit the developer shall pay the appropriate impact mitigation fee to the Riverside County Flood Control and Water Conservation District.	Prior to Issuance of a Building Permit	Building Dept.	
37.	Prior to issuance of a building permit the developer shall pay all necessary impact and mitigation fees required. These fees include, but are not limited to, fees associated with Transportation Uniform Mitigation Fee (TUMF), Quimby (parkland in-lieu) Fee, and City Development Impact Fees.	Prior to Issuance of a Building Permit	Building Dept.	
38.	Prior to issuance of a building permit the developer shall construct the stormwater quality treatment devices to accommodate all project runoff from in accordance with City of Wildomar's Hydrology Manual, Stormwater Quality Best Management Practice Design Handbook, Improvement Standards, and to the satisfaction of the City Engineer. All stormwater quality treatment devices shall be constructed outside of the ultimate public right of way.	Prior to Issuance of a Building Permit		
ELSINORE VALLEY MUNICIPAL WATER DISTRICT				
1.	The applicant shall demonstrate fire flow per the Riverside County Fire Department requirements in order to support sprinkler system demands.	Prior to Issuance of a Building Permit		

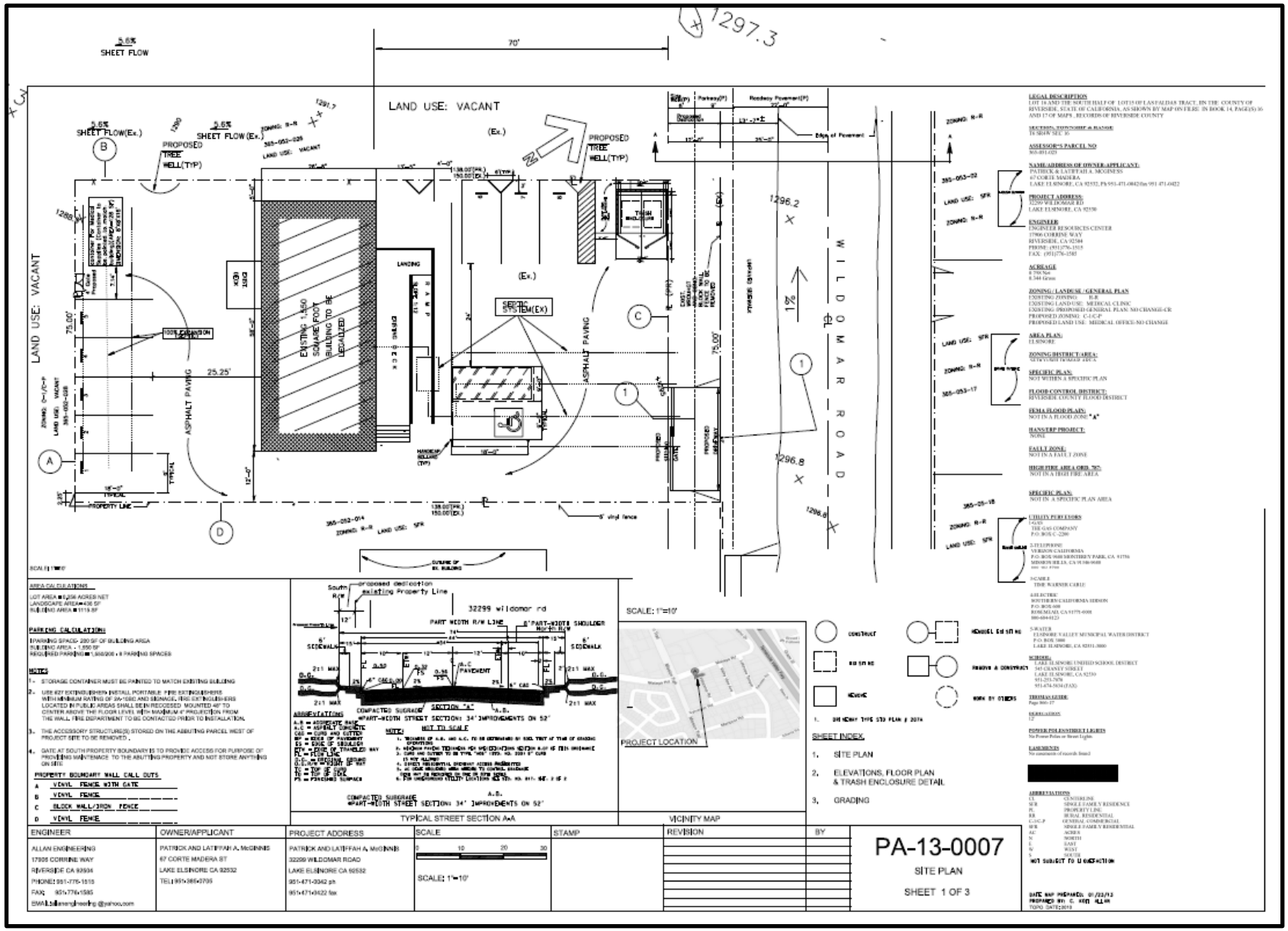
2.	This facility is required to connect to the available sewer line on Malaga Road. Approximately 175 feet of 8-inch water line must be extended on Wildomar Road, at the applicant's expense, to connect with the existing sewer on Malaga Road.	Prior to Issuance of a Building Permit		
RIVERSIDE COUNTY FIRE DEPARTMENT				
General Conditions				
1.	10.FIRE.999 MAP #50 - BLUE DOT REFLECTORS Blue retro-reflective pavement markers shall be mounted on private streets, public streets, and driveways to indicate location of fire hydrants. Prior to installation, placement of markers must be approved by the Riverside County Fire Department.	Ongoing	Fire Department	
2.	10. FIRE.999 -#23 – MIN REQ FIRE Minimum required fire flow shall be 1500 GPM for 2-hour duration at 20 PSI residual operating pressure, which must be available before any combustible material is placed on the job site.	Ongoing	Fire Department	
3.	10. FIRE.999 USE-#20 – SUPER FIRE HYDRANT Super fire hydrant(s) (6" x 4" x 2½") shall be located not less than 25 feet or more than 250 feet from any portion of the building as measured along approved vehicular travelways.	Ongoing	Fire Department	
4.	10. FIRE.999 USE-#25 – GATE ENTRANCES Gate entrances shall be at least 2 feet wider than the width of the traffic lane(s) serving that gate. Any gate providing access from a road to a driveway shall be located at least 35 feet from the roadway and shall open to allow vehicle to stop without obstructing traffic on the road. Where a one-way road with a single traffic lane provides access to a gate entrance, 40-foot turning radius shall be used.	Ongoing	Fire Department	
5.	10. FIRE.999 USE-#88A – AUTO/MAN GATES Gate(s) shall be automatic or manual operated, minimum 20 feet width, with a setback of 35 feet from face of curb/flow line. Gate	Ongoing	Fire Department	

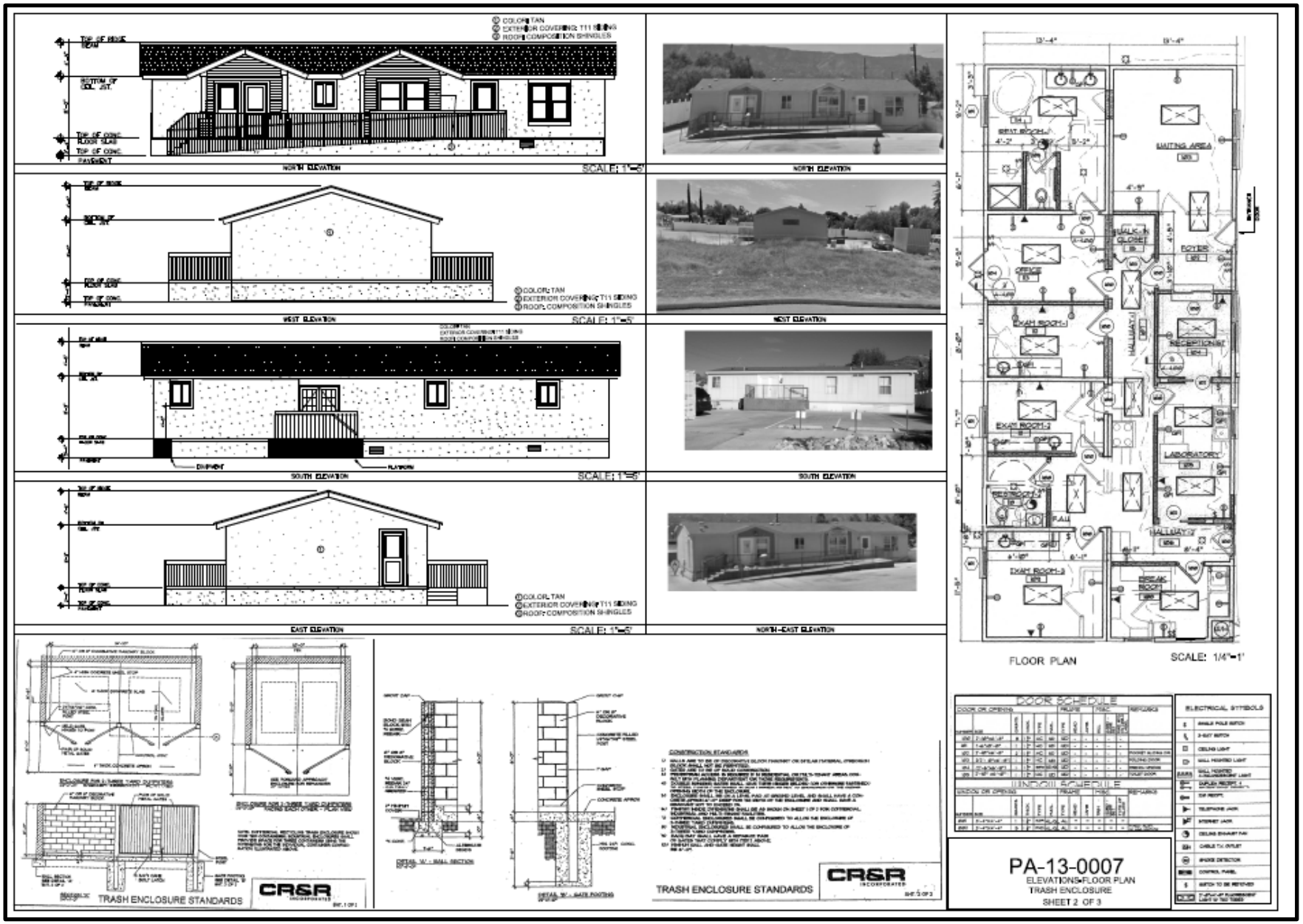
	access shall be equipped with a rapid entry system. Plans shall be submitted to the Fire Department for approval prior to installation. Automatic/manual gate pins shall be rated with shear pin force, not to exceed 30 foot-pounds. Automatic gates shall be equipped with emergency backup power. Gates activated by the rapid entry system shall remain open until closed by the rapid entry system. Current plan check deposit base fee is $126.00.			
PRIOR TO BUILDING PERMIT ISSUANCE				
6.	80. FIRE.999 USE-#4 – WATER PLANS The applicant or developer shall separately submit two copies of the water system plans to the Fire Department for review and approval. Calculated velocities shall not exceed 100 feet per second. Plans shall conform to the fire hydrant types, location, and spacing. The system shall meet the fire flow requirements. Plans shall be signed and approved by a registered civil engineer and the local water company with the following certification: "I certify that the design of the water system is in accordance with the requirements prescribed by the Riverside County Fire Department."	Ongoing	Fire Department	
PRIOR TO BUILDING FINAL INSPECTION				
7.	90. FIRE.999 USE-#45 – FIRE LANES The applicant shall prepare and submit to the Fire Department for approval, a site plan designating required fire lanes with appropriate lane painting and/or signs.	Ongoing	Fire Department	

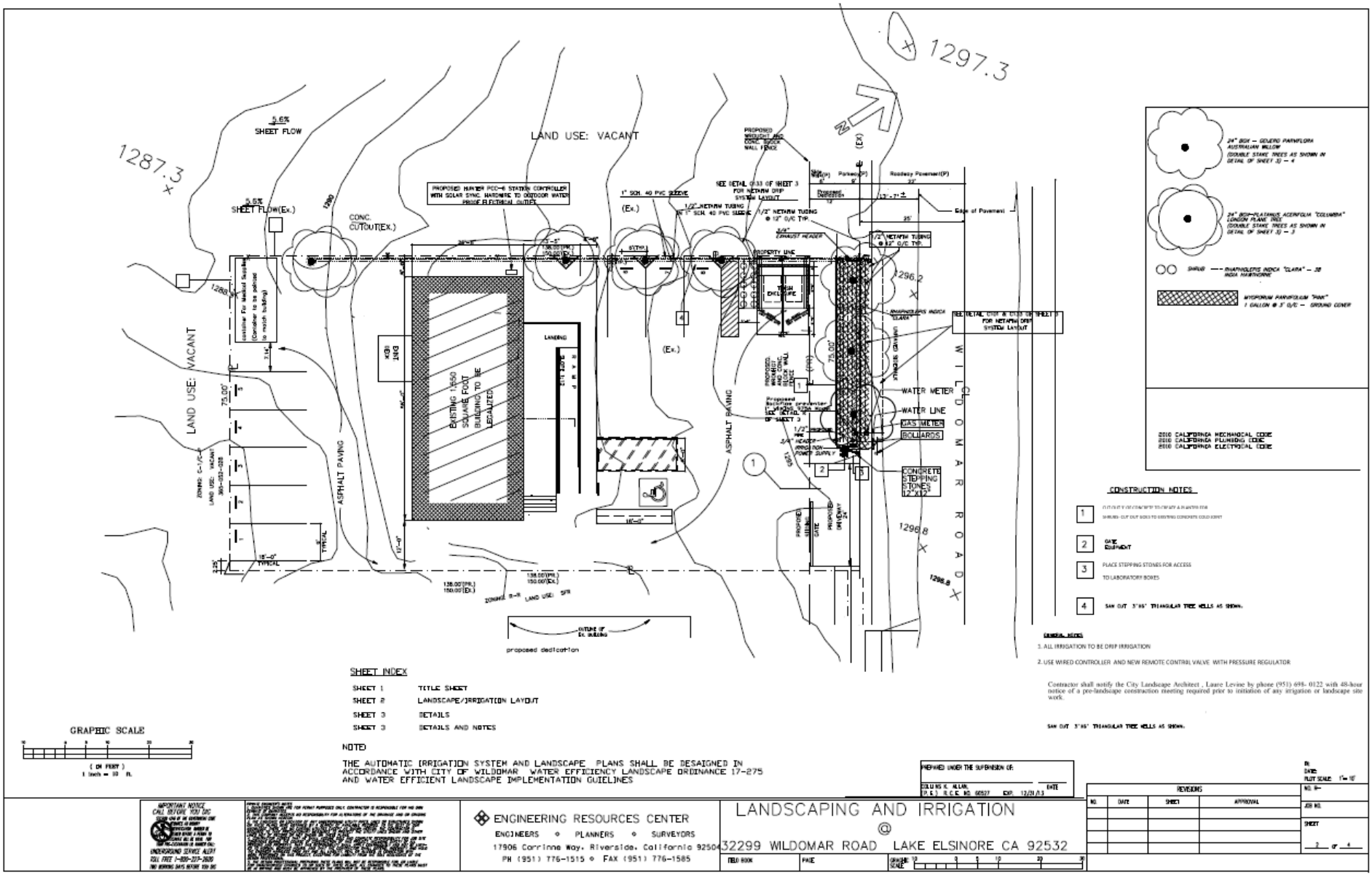
8.	90. FIRE.999 USE-#27 – EXTINGUISHERS Install portable fire extinguishers with a minimum rating of 2A-10BC and signage. Fire extinguishers located in public areas shall be in recessed cabinets mounted 48" (inches) to center above the floor level with maximum 4" projection from the wall. Contact the Fire Department for proper placement of equipment prior to installation.	Ongoing	Fire Department	

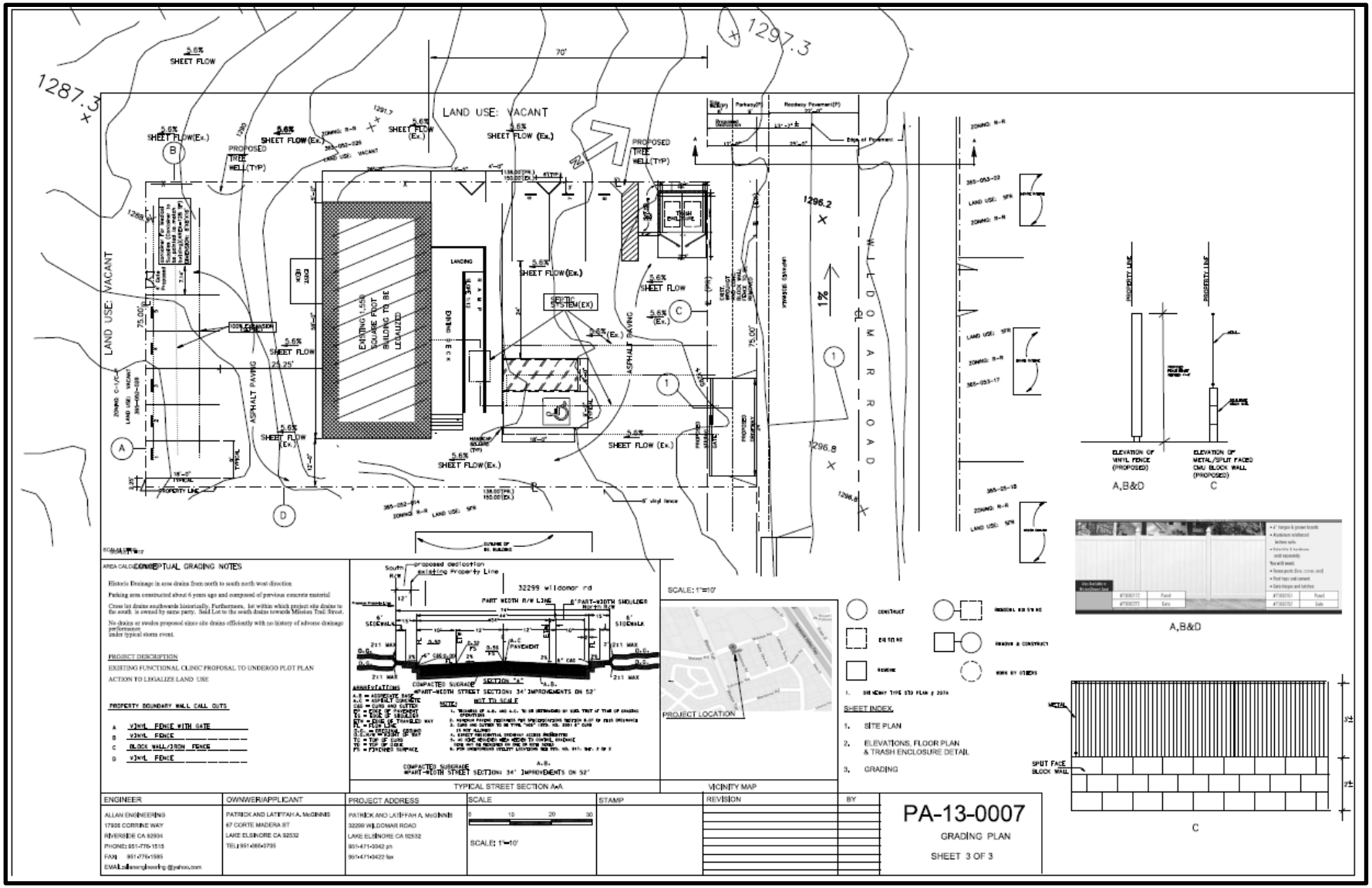
ATTACHMENT C

Plot Plan Exhibits


LAND USE: VACANT
SHEET FLOW
SHEET FLOW (Ex.)
PROPOSED TREE WELL(TYP)
EXISTING 1,550 SQUARE FOOT BUILDING TO BE DEMOLISHED
ASPHALT PAVING
SEPTIC SYSTEM(EX)
WILDOMAR ROAD
PROPERTY LINE
PROJECT LOCATION
SHEET INDEX
1. SITE PLAN
2. ELEVATIONS, FLOOR PLAN & TRASH ENCLOSURE DETAIL
3. GRADING
TYPICAL STREET SECTION A-A
VICINITY MAP
ENGINEER
ALLAN ENGINEERING
17905 CORRINE WAY
RIVERSIDE CA 92504
OWNER/APPLICANT
PATRICK AND LATIFFAH A. McGINNIS
67 CORTE MADERA ST
LAKE ELSINORE CA 92532
PROJECT ADDRESS
PATRICK AND LATIFFAH A. McGINNIS
32299 WILDOMAR ROAD
LAKE ELSINORE CA 92532
SCALE
SCALE: 1"=10'
STAMP
REVISION
BY
PA-13-0007
SITE PLAN
SHEET 1 OF 3


NORTH ELEVATION
SCALE: 1"=5'
WEST ELEVATION
SCALE: 1"=5'
SOUTH ELEVATION
SCALE: 1"=5'
EAST ELEVATION
SCALE: 1"=5'
NORTH-EAST ELEVATION
FLOOR PLAN
SCALE: 1/4"=1'
DOOR SCHEDULE
WINDOW SCHEDULE
ELECTRICAL SYMBOLS
TRASH ENCLOSURE STANDARDS
CR&R
PA-13-0007
ELEVATIONS & FLOOR PLAN
TRASH ENCLOSURE
SHEET 2 OF 3


LAND USE: VACANT
SHEET FLOW
CONC. CUTOUT(EX.)
PROPOSED HUNTER PCC-6 STATION CONTROLLER WITH SOLAR SYNC. HARDWIRE TO OUTDOOR WATER PROOF ELECTRICAL OUTLET
EXISTING 1,650 SQUARE FOOT BUILDING TO BE LEGALIZED
ASPHALT PAVING
WILDOMAR ROAD
WATER METER
WATER LINE
GAS METER
BOLLARDS
CONCRETE STEPPING STONES 12"X12"
TRASH ENCLOSURE
PROPOSED DEDICATION
CONSTRUCTION NOTES
GENERAL NOTES
1. ALL IRRIGATION TO BE DRIP IRRIGATION
2. USE WIRED CONTROLLER AND NEW REMOTE CONTROL VALVE WITH PRESSURE REGULATOR
2010 CALIFORNIA MECHANICAL CODE
2010 CALIFORNIA PLUMBING CODE
2010 CALIFORNIA ELECTRICAL CODE
SHEET INDEX
SHEET 1 TITLE SHEET
SHEET 2 LANDSCAPE/IRRIGATION LAYOUT
SHEET 3 DETAILS
SHEET 3 DETAILS AND NOTES
GRAPHIC SCALE
NOTE)
THE AUTOMATIC IRRIGATION SYSTEM AND LANDSCAPE PLANS SHALL BE DESAIGNED IN ACCORDANCE WITH CITY OF WILDOMAR WATER EFFICIENCY LANDSCAPE ORDINANCE 17-275 AND WATER EFFICIENT LANDSCAPE IMPLEMENTATION GUIELINES
ENGINEERING RESOURCES CENTER
ENGINEERS • PLANNERS • SURVEYORS
17906 Corrinne Way, Riverside, California 92504
PH (951) 776-1515 • FAX (951) 776-1585
LANDSCAPING AND IRRIGATION @ 32299 WILDOMAR ROAD LAKE ELSINORE CA 92532
REVISIONS
SHEET 2 OF 4


LAND USE: VACANT
SHEET FLOW
SHEET FLOW(Ex.)
PROPOSED TREE WELL(TYP)
EXISTING 1,558 SQUARE FOOT BUILDING TO BE LEGALIZED
SEPTIC SYSTEM(EX)
ASPHALT PAVING
TRASH ENCLOSURE
WILDOMAR ROAD
PROPERTY LINE
ELEVATION OF VINYL FENCE (PROPOSED)
A,B&D
ELEVATION OF METAL/SPLIT FACED CMU BLOCK WALL (PROPOSED)
C
PROJECT DESCRIPTION
EXISTING FUNCTIONAL CLINIC PROPOSAL TO UNDERGO PLOT PLAN
ACTION TO LEGALIZE LAND USE
PROPERTY BOUNDARY WALL CALL OUTS
TYPICAL STREET SECTION A-A
VICINITY MAP
PROJECT LOCATION
SHEET INDEX
1. SITE PLAN
2. ELEVATIONS, FLOOR PLAN & TRASH ENCLOSURE DETAIL
3. GRADING
SPLIT FACE BLOCK WALL
ENGINEER
OWNWER/APPLICANT
PROJECT ADDRESS
SCALE
STAMP
REVISION
BY
PA-13-0007
GRADING PLAN
SHEET 3 OF 3

ATTACHMENT D

Plot Plan Full-Size Plans (under separate cover)

CITY OF WILDOMAR – PLANNING COMMISSION
Agenda Item No. 2.3
PUBLIC HEARING
Meeting Date: October 2, 2013

TO: Chairman and Members of the Planning Commission

FROM: Matthew C. Bassi, Planning Director

SUBJECT: **Development Agreement No. 13-0083:**
Planning Commission consideration of a proposed Development Agreement by the Rancon Group for Tentative Tract Map No. 31479 (an approved 51-lot single family residential subdivision) located on the east side of George Avenue approximately 440 feet south of La Estrella Road (APN: 362-240-020, 023, 029, 031 & 032).

STAFF RECOMMENDATION

The Planning Department recommends the Planning Commission take the following actions:

1. Adopt a Resolution entitled:

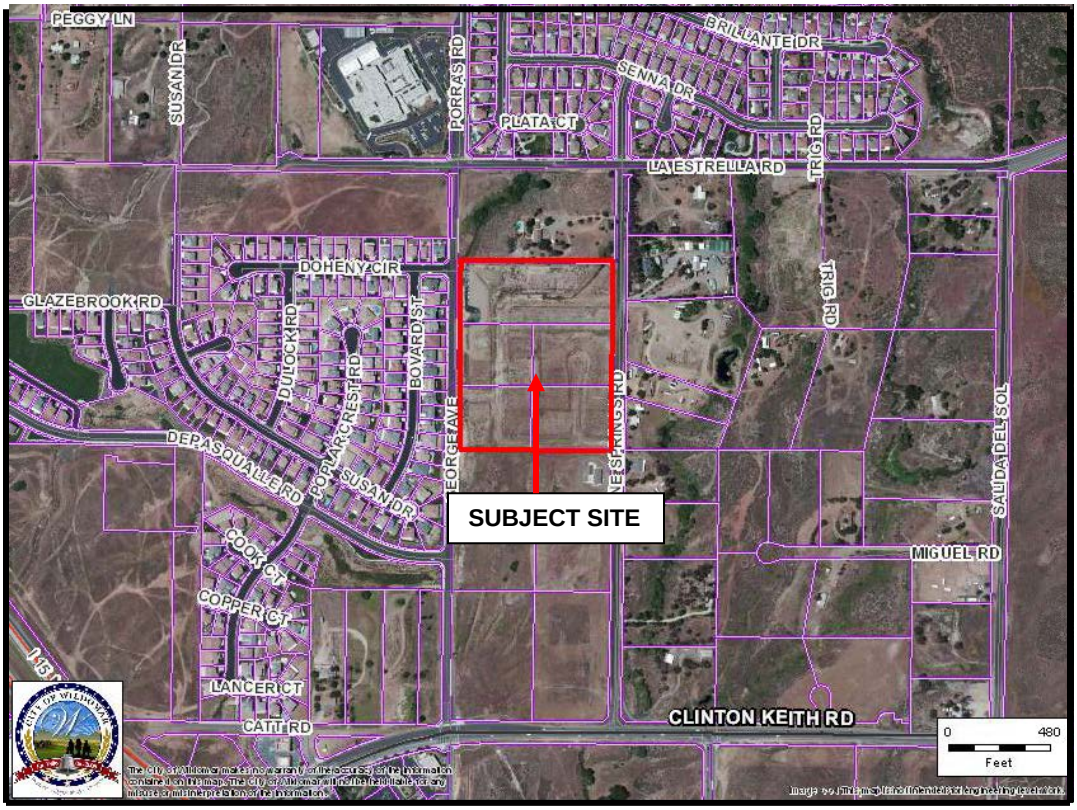
PC RESOLUTION NO. 13-21

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, RECOMMENDING CITY COUNCIL ADOPTION OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (PLANNING APPLICATION NO. 13-0083) FOR TENTATIVE TRACT MAP NO. 31479 GENERALLY LOCATED ON THE EAST SIDE OF GEORGE AVENUE APPROXIMATELY 440 FEET SOUTH OF LA ESTRELLA ROAD (APN: 362-240-020, 023, 029, 031 & 032).

PROJECT BACKGROUND / DESCRIPTION

The applicant (The Rancon Group) is proposing a Development Agreement for Riverside County approved Tentative Tract Map No. 31479 located generally on Stable Lanes Road and north of Clinton Keith Road. Refer to vicinity map on the following page.

Vicinity/Location Map



Tentative Tract Map No. 31479 permits the development of 51 single family homes on the property (the "Project"). The City and The Rancon Group have determined that the Project is a development for which a development agreement is appropriate. The Parties desire to define the parameters within which the obligations of the Developer, or its successors and assigns, for public infrastructure and services will be met and to provide for the orderly development of the property, assist in attaining the most effective utilization of resources within the City and otherwise achieve the goals of the Development Agreement Statute. In consideration of these benefits to the City and the public benefits of the Project, the Developer will receive assurances that the City will review all permits and approvals required for total Development of the Property in accordance with existing development regulations.

PROJECT ANALYSIS

Tentative Tract Map No. 31479 was approved by Riverside County prior to the City's incorporation and no varying negative impacts are anticipated as a result of this Agreement. The Agreement will, however, facilitate already agreed upon and anticipated development and ensure that the Project will provide local and regional public benefits to the City.

This Development Agreement requires the developers to include the properties in a Community Facilities District ("CFD") to finance certain City public service costs (Section 3.5 of the DA - $590/dwelling unit). In addition, the developer will pay to the City a "Development Agreement Fee" of $500/dwelling unit ($25,500 total) that will be charged at the time of the issuance of a Certificate of Occupancy for each unit (Section 3.3 of the DA).

In exchange, the City agrees to "lock in" Development Impact Fees for the project at current rates (except for drainage impact fees and regional fees imposed by other public agencies and collected by the City), and to apply only existing development standards to the project. The current DIF rate for single family residential development is $4,221/dwelling unit.

CEQA DISCUSSION

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), a mitigated negative declaration was prepared, considered and approved by the County Planning Commission and the County Board of Supervisors in approving Tentative Tract Map No. 31479 and a notice of determination was filed. The Planning Commission should recommend that the City Council find the development agreement does not change in any way the design or project features evaluated in the mitigated negative declaration prepared for Tentative Tract Map No. 31479. There is also no evidence that the environmental setting of the project has significantly changed since the project was approved by the County. Further, while the City of Wildomar has incorporated since the original approval of the Tentative Tract Map, the City adopted the General Plan and Zoning Ordinance of Riverside County that were used to consider and approve Tentative Tract Map No. 31479 upon incorporation and has made no amendments to the Zoning Ordinance or General Plan that would affect these maps since then. As there have been no changes in the project, no changes in the circumstances under which the project will be undertaken, and no new information has come to light regarding new or significant environmental effects, none of the conditions exist that might otherwise require a subsequent EIR, subsequent mitigated negative declaration or subsequent negative declaration or addendum pursuant to Title 14 Cal. Code Regs. Section 15162.

PUBLIC NOTICING

In accordance with Government Code Sections 65353, 65355 and 65090, the Planning Department on September 18, 2013, mailed a public hearing notice to all property owners within a 600-foot radius of the proposed project boundaries notifying them of the October 2, 2013 Planning Commission public hearing for the proposed development agreement. In addition, on September 20, 2013, a legal notice was published in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the October 2, 2013 Planning Commission hearing for the proposed development agreement.

Respectfully Submitted, Matthew C. Bassi Planning Director	Reviewed By, Erica Vega Assistant City Attorney

ATTACHMENTS

A. PC Resolution No. 13-21 for DA 13-0083
    Exhibit 1 – Draft City Council Ordinance
        Attachment A – Development Agreement
            Exhibit 1 – TM 31479 Legal Description
            Exhibit 2 – TM 31479 (Reduced map Exhibit)
B. Full size copy of TTM 31479 (under separate cover)

ATTACHMENT A

PC Resolution No. 13-21

PC RESOLUTION NO. 13–21

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, RECOMMENDING CITY COUNCIL ADOPTION OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (PLANNING APPLICATION NO. 13-0083) FOR TENTATIVE TRACT MAP NO. 31479 GENERALLY LOCATED ON THE EAST SIDE OF GEORGE AVENUE APPROXIMATELY 440 FEET SOUTH OF LA ESTRELLA ROAD (APN: 362-240-020, 023, 029, 031 & 032).

WHEREAS, an application for a Development Agreement for Tentative Tract Map No. 31479 has been filed by:

Applicant / Owner:	The Rancon Group
Authorized Agent:	Mr. Frank Igo, Director
Project Location:	East side of George Avenue approximately 440 feet south of La Estrella Road
APN Number:	362-240-020, 023, 029, 031 & 032

WHEREAS, the County of Riverside approved Tentative Tract Map No. 31479 on February 24, 2004, and in connection with such approval, adopted a Mitigated Negative Declaration (EA No. 39102) for the project; and

WHEREAS, Tentative Tract Map No. 31479 permits the development of 51 single family homes on the subject property, which is owned by The Rancon Group; and

WHEREAS, the City of Wildomar and The Rancon Group desire to enter into a development agreement for the Tract 31479 to define the parameters within which the obligations of the developer, or its successors and assigns, for public infrastructure and services will be met and to provide for the orderly development of the properties; and

WHEREAS, the approval of this development agreement does not change in any way the design or project features evaluated in the mitigated negative declarations prepared for Tentative Tract Map No. 31479, and for which a notice of determination was filed. As there have been no changes in the project, and no substantial changes to the environmental setting of the project, none of the conditions exist that might otherwise require a subsequent EIR, subsequent mitigated negative declaration or subsequent negative declaration, or addendum pursuant to Title 14 Cal. Code Regs. Section 15162; and

WHEREAS, the development agreement is consistent with the City's General Plan and will include improvements and contribute fees to improvements that will implement the Circulation Element of the General Plan; and

WHEREAS, in accordance with Government Code Sections 65353, 65355 and 65090, the City of Wildomar Planning Department, on September 19, 2013, gave public notice by mailing a public hearing notice to all property owners within a 600-foot radius of the project

boundaries notifying said property owners of the date and time of the public hearing that would be considered by the City of Wildomar Planning Commission; and

WHEREAS, in accordance with Government Code Sections 65353, 65355 and 65090 the City of Wildomar Planning Department, on September 20, 2013, published a legal notice in the "Press Enterprise", a local newspaper of general circulation, in compliance with State law notifying the public of the holding of a public hearing for proposed project that would be considered by the City of Wildomar Planning Commission; and

WHEREAS, in accordance with Government Code Section 65353, the City of Wildomar Planning Commission conducted the duly noticed public hearing on October 2, 2013, at which time interested persons had an opportunity to testify in support of, or opposition to the proposed development agreement and at which time the Planning Commission received public testimony concerning the development agreement.

NOW THEREFORE, the Planning Commission of the City of Wildomar does hereby resolve, determine, order as follows:

SECTION 1. CEQA FINDINGS.

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), a mitigated negative declaration (EA 39102) was prepared, considered and adopted by the Riverside County Board of Supervisors in conjunction with the approval of Tentative Tract Map No. 31479 and a notice of determination was filed. The Planning Commission recommends the City Council find the proposed development agreement does not change in any way the design or project features evaluated in the mitigated negative declaration prepared for Tentative Tract Map No. 31479. There also have been no substantial changes to the project's environmental setting since the project was approved. Further, while the City of Wildomar has incorporated since the original approval of the Tentative Tract Map, the City adopted the General Plan and Zoning Ordinance of Riverside County that were used to consider and approve Tentative Tract Map No. 31479 upon incorporation, and has made no amendments to the Zoning Ordinance or General Plan that would affect said tract map since then. As there have been no changes in the project, no changes in the circumstances under which the project will be undertaken, and no new information has come to light regarding new or significant environmental effects, none of the conditions exist that might otherwise require a subsequent EIR, subsequent mitigated negative declaration or subsequent negative declaration or addendum pursuant to Title 14 Cal. Code Regs. Section 15162.

SECTION 2. PLANNING COMMISSION ACTION

The Planning Commission of the City of Wildomar, based on the above findings and the conditions and obligations contained in the Development Agreement, recommends to the City Council adoption of an Ordinance (Exhibit 1 to this Resolution) approving Development Agreement No. 13-0083 (Exhibit A of attached Ordinance) with the findings, conditions and obligations contained in the record.

PASSED, APPROVED AND ADOPTED this 2nd day of October 2013, by the following vote:

AYES.

NOES:

ABSENT:

ABSTAINED:

_____
Stan Smith
Planning Commission Chairman

ATTEST:

_____
Matthew C. Bassi
Planning Director/Minutes Secretary

APPROVED AS TO FORM:

_____
Eric Vega, Assistant City Attorney

EXHIBIT 1

DRAFT COUNCIL ORDINANCE

DRAFT ORDINANCE NO. ___

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (PLANNING APPLICATION NO. 13-0083) FOR TENTATIVE TRACT MAP NO. 31479 GENERALLY LOCATED ON THE EAST SIDE OF GEORGE AVENUE APPROXIMATELY 440 FEET SOUTH OF LA ESTRELLA ROAD (APN: 362-240-020, 023, 029, 031 & 032).

THE WILDOMAR CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. Findings

A. California Government Code Title 7, Chapter 4, Article 2.5 authorizes the City of Wildomar to enter into development agreements which will provide certainty, definition and commitment to developers as well as to necessary public improvements required by development.

B. The County of Riverside approved Tentative Tract Map No. 31479 on February 24, 2004. In connection with such approval, the County adopted a Mitigated Negative Declaration (EA No. 39102).

C. Tentative Tract Map No. 31479 permits the development of 51 single family homes on the property, which is owned by The Rancon Group.

D. The City of Wildomar and The Rancon Group desire to enter into a development agreement for the Tract 31479 property to define the parameters within which the obligations of the developer, or its successors and assigns, for public infrastructure and services will be met and to provide for the orderly development of the properties.

E. The City Council hereby finds and determines that the Development Agreement is consistent with the General Plan of the City of Wildomar and will include improvements and contribute fees to improvements that will implement the Circulation Element of the General Plan.

F. In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), a mitigated negative declaration was prepared, considered and approved by the County Planning Commission and the County Board of Supervisors in approving Tentative Tract Map No. 31479 and a notice of determination was filed. The City Council find the development agreement does not change in any way the design or project features evaluated in the mitigated negative declaration prepared for Tentative Tract Map No. 31479. There also have been no substantial changes to the project's environmental setting since the project was approved. Further, while the City of Wildomar has incorporated since the original approval of the Tentative Tract Map, the City adopted the General Plan and Zoning Ordinance of Riverside County that

were used to consider and approve Tentative Tract Map No. 31479 upon incorporation and has made no amendments to the Zoning Ordinance or General Plan that would affect these maps since then. As there have been no changes in the project, no changes in the circumstances under which the project will be undertaken, and no new information has come to light regarding new or increased significant environmental effects, none of the conditions exist that might otherwise require a subsequent EIR, subsequent mitigated negative declaration or subsequent negative declaration or addendum pursuant to Title 14 Cal. Code Regs. Section 15162.

G. The Planning Commission held a duly noticed public hearing to review the proposed development agreement on October 2, 2013, and at the conclusion of the public hearing approved Planning Commission Resolution No. 13-21 recommending that the City Council approve the development agreement for Tentative Tract Map No. 31479.

H. The City published a legal notice in the Press Enterprise and mailed out said notice to all property owners within a 600-foot radius of the project boundaries on October 30, 2013 notifying that the City Council would be holding a public hearing on the approval of this development agreement.

I. The City Council held a duly noticed public hearing on the development agreement on November 13, 2013, as shown in Exhibit A to this Ordinance.

SECTION 2. This Ordinance incorporates, and by this reference makes a part hereof, that certain Development Agreement, substantially in the form on file with the City Clerk, by and between the City of Wildomar and The Rancon Group, relative to the Project.

SECTION 3. This Ordinance is adopted under the authority of the Government Code Section 65864, et seq.

SECTION 4. Based on the findings set forth in this Ordinance and the evidence in the Staff Report, the City Council hereby approves the Development Agreement, substantially in the form on file with the City Clerk, and attached hereto as Attachment A of this Ordinance.

SECTION 5. The City Manager is hereby authorized and directed to execute the Development Agreement on behalf of the City of Wildomar.

SECTION 6. The City Manager or his or her designee is hereby authorized and directed to perform all acts required to be performed by the City in the administration and implementation of this Development Agreement, including, without limitation, reviewing the Development Agreement on an annual basis, approving assignments and executing other agreements or documents necessary to carry out the purposes of the Development Agreement.

SECTION 7. This Ordinance shall take effect thirty (30) days following its final passage. The City Clerk shall cause this Ordinance to be posted or published pursuant to the requirements of Government Code Section 36933.

SECTION 8. Within ten (10) days after the date upon which the City Manager executes the Development Agreement on behalf of the City, the City Clerk shall record the Development Agreement and this Ordinance with the County Recorder of the County of Riverside.

SECTION 9. If any part of this Ordinance, or the Development Agreement which it approves, is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Agreement, and this City Council hereby declares that it would have passed the remainder of the Ordinance, or approved the remainder of the Agreement, if such invalid portion thereof had been deleted.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2013.

_____
Timothy Walker
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

I, Debbie Lee, City Clerk of the City of Wildomar, do hereby certify that the foregoing Ordinance No. ____ was duly adopted by the City Council of the City of Wildomar at a regular meeting, held on the ___ day of _____, 2013, by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Debbie Lee, City Clerk

ATTACHMENT A

Development Agreement No. 13-0083 for TTM 31479

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY CLERK
City of Wildomar
23873 Clinton Keith Road
Wildomar, CA 92595

No Recording Fee Required – Government Code § 27383

DEVELOPMENT AGREEMENT

between

THE CITY OF WILDOMAR

and

RANCON EQUITY PARTNERS III, LLC

Tract Map 31479

(Planning Application 13-0083)

_____, 2013

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement"), dated for reference purposes as first indicated on the cover page, is entered into by and between the City of Wildomar, a California general law Municipal Corporation ("City") and Rancon Equity Partners III, LLC ("Owner") as follows:

RECITALS

A. The Legislature of the State of California has adopted California Government Code Sections 65864 through 65869.5 ("Development Agreement Legislation") which authorizes a city to enter into a binding development agreement with persons having legal or equitable interests in real property located within a city's municipal boundaries for the development of such property in order to, among other things, encourage and provide for the development of public facilities; to support development projects; provide certainty in approval of development projects in order to avoid a waste of resources and escalation in project costs and encourage an investment in and commitment to comprehensive planning which will make maximum efficient utilization of resources at the least economic cost to the public land; provide assurance to the applicants for development projects that they may proceed with their projects in accordance with existing policies, rules and regulations and subject to the conditions of approval of such projects as provided in such annexation and/or development agreements.

B. Owner is the fee owner of approximately 15.5 acres of undeveloped land located within the County of Riverside, hereinafter referred to as the "Property" and as more particularly described herein. Owner has requested that the City consider entering into this Agreement for the "Rancon 51 Residential Project," as more particularly described herein, in order to create an environment in which the Owner may be certain of, and vested with, its rights to develop the Property.

C. The terms and conditions of this Agreement have been found to be fair, just, and reasonable after extensive review by City Staff, the Planning Commission, and City Council and the Agreement described as follows:

(1) On February 24, 2004, the Riverside County Board of Supervisors considered, at a duly noticed public hearing, and voted to approve, introduce and/or adopt the following land use entitlements and documents:

a. Mitigated Negative Declaration for the Rancon 51 Residential Project (EA No. 39102);
b. Change of Zone No. 6823 from R-R (Rural Residential) to R-1 (one-Family Dwelling); and
c. Tentative Tract Map No. 31479 to subdivide 15.5 acres into 51 lots for single family residential development.

(2) On _____, the Planning Commission considered, at a duly noticed public hearing, and voted to recommend to the City Council approval of this Development Agreement as reflected in PC Resolution No._____.

(3) On _____, the City Council introduced and had the first reading of this Development Agreement by Ordinance No. _____.

(4) On _____, the City Council considered and approved, after a duly noticed public hearing, this Development Agreement by Ordinance _____.

D. In adopting this Agreement, City understands that Owner will acquire certain vested rights regarding development of the Rancon 51 Residential Project on the Property and that this Agreement will bind future City Councils to its terms to the extent allowed by law.

E. City acknowledges the benefit the Rancon 51 Residential Project will provide to the community and desires to encourage the undertaking and completion of the Rancon 51 Residential Project and to provide a greater level of development certainty for the Owner by entering into this Agreement.

F. In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, *et seq*. ("CEQA")), a mitigated negative declaration was prepared, considered and approved by the County Planning Commission and the County Board of Supervisors in approving Tentative Tract 31479 and a notice of determination was filed. On _____, 2013, the City of Wildomar Planning Commission, after giving notice pursuant to Government Code §§ 65090, 65091, 65092 and 65094, held a public hearing on the Developer's application for this Agreement. On _____, 2013, the City Council, after providing the public notice required by law, held a public hearing to consider the Developer's application for this Agreement. The Planning Commission and the City Council have found this Agreement does not change in any way the design or project features evaluated in the mitigated negative declaration prepared for Tentative Tract Map No. 31479. Further, while the City of Wildomar has incorporated since the original approval of the Tentative Tract Map, the City adopted the General Plan and Zoning Ordinance of Riverside County that were used to consider and approve Tentative Tract Map No. 31479 upon incorporation and has made no amendments to the Zoning Ordinance or General Plan that would affect this map since then. As there have been no changes in the project, no changes in the circumstances under which the Project will be undertaken, and no new information has come to light regarding new or significant environmental effects, none of the conditions exist that might otherwise require a subsequent EIR, subsequent mitigated negative declaration or subsequent negative declaration or addendum pursuant to Title 14 Cal. Code Regs. Section 15162. The Planning Commission and the City Council have found on the basis of substantial evidence that this Agreement is consistent with the General Plan and all other applicable policy plans of the City.

G. City finds and determines that it will be in the best interests of its citizens and the public health, safety and welfare will be served by entering into this Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above Recitals and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following words and phrases shall have the meaning set forth below:

1.1 ***"Action"*** shall mean any suit (whether legal, equitable, or declaratory in nature), proceeding or hearing (whether administrative or judicial), arbitration or mediation (whether voluntary, court-ordered, binding, or non-binding), or other alternative dispute resolution process, and the filing, recording, or service of any process, notice, claim, demand, lien, or other instrument.

1.2 ***"City"*** shall mean the City of Wildomar, a general law, municipal corporation formed and existing under the laws of the State of California and any successor-in-interest to the rights, obligations, and powers of the City.

1.3 ***"Claim or Litigation"*** shall mean any challenge by any third party (whether legal, equitable, declaratory, administrative or adjudicatory in nature) (i) to the legality, validity or adequacy of the General Plan, Land Use Regulations, this Agreement, Development Approvals or other actions of the City pertaining to he Project, whether such actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction, or (ii) seeking damages against the City as a consequence of the foregoing actions, for the taking or diminution in value of their property or for any other reason.

1.4 ***"County"*** shall mean the County of Riverside.

1.5 ***"Development Costs"*** shall mean all the costs and expenses which must necessarily be incurred in the design, development, construction and completion of the Rancon 51 Residential Project, including but not limited to: predevelopment costs; Owner's overhead and related costs; design and engineering costs; development costs; construction costs; fees payable to accountants, appraisers, architects, attorneys, biologists, construction managers, engineers, geologists, hydrologists, inspectors, planners, testing facilities, and other consultants; utility connection fees and other utility related charges; costs relating to financing including principal, interest, points, fees and other lender charges; escrow fees and closing costs; recording fees; court costs; costs relating to insurance; costs relating to title insurance; costs relating to bonds; and all other costs and expenses of Owner related to the performance of this Agreement.

1.6 ***"Development Exaction"*** shall mean any requirement of the City in connection with or pursuant to any Land Use Regulation or Existing Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests, consistent with this Agreement.

1.7 ***"Development Impact Fees"*** shall mean those development impact fees imposed, levied and effective as of December 31, 2013 by the City to recover the cost of planned public facilities and to mitigate impacts of projects on the City as follows:

Streets/Signals
Police Facilities
Fire Protection
Regional Parks
Community Centers
Public Facilities
Regional MP Trails
Library Books
Fee Program Admin.
Drainage

1.8 ***"Effective Date"*** shall mean the date upon which the Ordinance approving this Agreement becomes effective, which date is thirty (30) days following the date the City Council adopted such Ordinance at a second reading absent a referendum challenge.

1.9 ***"Existing Development Approval(s)"*** shall mean those certain land use development permits and approvals issued, approved, and/or certified by the Riverside County Board of Supervisors as specified in Recital D, but also including any land use or building permits and approvals issues, approved, and/or certified as of the Effective Date of this Agreement by the City Council, City's Planning Commission, Planning Director or Building Official for the Rancon 51 Residential Project

1.10 ***"Existing Land Use Regulation"*** shall mean a Land Use Regulation existing, effective, and made a matter of public record as of the Effective Date of this Agreement.

1.11 ***"General Plan"*** means the City's General Plan as of the date of this Agreement, as amended.

1.12 ***"Implementing Approvals"*** shall mean those procedures, reviews, permits and approvals that are ministerial in nature and necessary to implement the Existing Development Approvals and this Agreement, including, but not limited to grading plan check, grading permits, building plan check, building permits, encroachment permits, sign review, sign permits, landscape plan review, engineering plan check, and encroachment permits; provided, however, any City actions taken in connection with such Implementing Approvals shall be consistent with the Existing Development Approvals and the Existing Land Use Regulations.

1.13 ***"Land Use Regulations"*** shall mean all ordinances, resolutions, codes, rules, regulations, and official policies of City, governing the development and use of land including without limitation, the permitted use of land; the density or intensity of use; subdivision requirements; the maximum height and size of proposed buildings; the provisions for reservation or dedication of land for public purposes; and the design, improvement, and construction standards and specifications applicable to the development of the Property which have been adopted and are effective and are a matter of public record as of the Effective Date of this Agreement. "Land Use Regulations" does not include any County or City ordinance, resolution, code, rule, regulation, or official policy, governing:

(a) The licensing or regulation of businesses, professions, and occupations;

(b) Sales taxes, ad valorem property taxes, or voter approved general or special taxes and assessments;

(c) The control and abatement of nuisances;

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

(e) The exercise of the power of eminent domain.

1.14 ***"Litigation Expenses"*** shall mean all costs and expenses, to the extent such are reasonable in amount, that are actually and necessarily incurred in good faith by the Prevailing Party directly related to the Action, including, but not related to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys' fees, consultant fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs, and any other cost or expense reasonably and necessarily incurred by the prevailing party in good faith and directly related to the Action. Where attorneys' fees are to be paid by Owner to the City's law firm on behalf of, or in defense of, City, the rate to be paid shall be the full litigation rate charged by the City's law firm to the City in accord with the City's contract with that law firm.

1.15 ***"Owner"*** shall mean Rancon Equity Partners III, LLC, a California Corporation having its principal place of business at 41391 Kalmia Street, Suite 200, Murrieta, CA 92562, and who is authorized to conduct business, and is doing business, within California. As of the Effective Date of this Agreement, Owner owns fee title to the Property. The term "Owner" shall also include all assignees, to the extent permitted under this Agreement, of the rights and obligations of Owner under this Agreement, and any successor-in-interest to Owner having a legal and/or equitable interest in the Property.

1.16 ***"Rancon 51 Residential Project"*** shall mean that certain residential development consisting of the subdivision of 15.5 acres which would permit the development of 51 single family residential dwelling units, as permitted under, and as more fully described, in the Existing Development Approvals.

1.17 ***"Property"*** shall mean a certain Tract of real property located in the City of Wildomar, within the County of Riverside, State of California, as more particularly described in the legal description in Exhibit 1 and depicted in Exhibit 2 (Reduced TM Exhibit) both of which are attached hereto and incorporated herein by this reference.

1.18 ***"Public Improvement"*** shall mean those public improvements, including but not limited to, streets, street lights, traffic signals, curbs, gutters, sidewalks, parkway landscaping, irrigation systems, storm drains, sewers, and other public facilities directly related to the Rancon 51 Residential Project and required to be constructed and installed in the existing public rights-of-way and/or on areas of common interest to be dedicated to the City by Owner as specifically required under the Existing Development Approvals.

1.19 ***"Regional Fees"*** shall mean fees and charges imposed or levied by any other public agency, regional agency, utility, district or joint powers authority, regardless of whether City collects those fees and charges, including, but not limited to, Transportation Uniform Mitigation Fee (TUMF), Multiple Species Habitat Conservation Plan (MSHCP), ADP and K-Rat.

1.20 ***"Subsequent Development Approvals"*** shall mean any land use development permit and/or approval obtained after the Effective Date of this Agreement that substantially modifies the Rancon 51 Residential Project as provided for under the Existing Development Approvals, or that seeks to, or will have the legal effect of, substantially amending any one or more of the Existing Development Approvals, or this Agreement.

1.21 ***"Subsequent Land Use Regulation"*** shall mean any Land Use Regulation adopted, effective, and made a matter of public record after the Effective Date of this Agreement.

2. SCOPE OF DEVELOPMENT

2.1 **Scope of Development**. During the Term of this Agreement, Owner shall be entitled to, and vested with the right to, develop Rancon 51 Residential Project on the Property, subject to the terms and conditions of this Agreement and in accordance with the following provisions under this Section 2.0.

2.2 **Term**. The term of this Agreement shall commence on the Effective Date and shall be for an initial period of five (5) years. This Agreement shall terminate and be of no force and effect upon the occurrence of the entry of a final judgment or issuance of a final order after exhaustion of any appeals directed against the City as a result of any lawsuit filed against the City to set aside, withdraw, or abrogate the approval by the City Council of City of this Agreement.

2.3 **Maximum Density (Intensity of Use)**. The maximum density of structures permitted on the Property shall be as set forth in Existing Development Approvals for the specified planning areas.

2.4 **Maximum Building Height**. The maximum height of any building or other structure on the Property shall be as set forth in the Existing Development Approvals.

2.5 **Maximum Building Size**. The maximum size of any building or other structure on the Property shall be consistent with the maximum lot coverage standards as permitted under the Existing Development Approvals

2.6 **Development Costs**. Owner shall be solely responsible for payment of all Development Costs incurred in connection with developing Rancon 51 Residential Project on the Property.

2.7 **Dedication of Rights-of-Way for Public Improvements**. Owner shall give and dedicate such rights-of-way, easements, agreements, licenses, and other grants of rights ("Dedications") to the City as are reasonably required to accomplish the survey, design, construction, inspection, testing, operation, maintenance and repair of the Public Improvements. It is understood, acknowledged, and agreed by Owner that such Dedications may include, but are not limited to, fee parcels, and permanent or temporary rights-of-way or easements for public purposes (including street and utility use, slope, drainage, maintenance, construction, entry and/or access, and encroachment permits). Owner agrees that the making of such Dedications are part of the consideration provided by Owner for this Agreement, that Owner shall not seek, nor have a right to seek, any compensation from City for such Dedications, and that Owner shall not pursue any legal action for compensation, including inverse condemnation or eminent domain, with regard to such Dedications.

2.7.1 Flood Control Improvements. Notwithstanding the foregoing, Owner and City acknowledge that the certain improvements as required by the adopted Conditions of Approval for TTM No. 31479 are subject to the jurisdiction of the Riverside County Flood Control District (RCFCD). Accordingly, upon completion of such improvements, Owner shall make an irrevocable offer of dedication of such flood control improvements to RCFCD. If RCFCD fails to accept such irrevocable offer of dedication within six months of the date of such offer, City agrees that it will accept an irrevocable offer of dedication from Owner of such flood control improvements.

2.8 **Schedule of Performance**. Owner shall, in good faith, use commercially reasonable efforts to undertake, commence, and thereafter diligently pursue to completion, the development of the Rancon 51 Residential Project subject to the following provisions:

2.8.1 Timing of Development. The parties acknowledge that Owner cannot at this time specifically predict when, or the rate at which, the Rancon 51 Residential Project will be constructed and completed. Such decisions depend upon numerous factors, which are not within the control of Owner, such as market orientation and demand, availability of financing, interest rates, absorption, competition, and other similar market factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties, it is the intent of City and Owner to cure any possible deficiency in this Agreement arising from the same legal infirmity, by acknowledging and providing that the Owner shall have the right to develop Rancon 51 Residential Project on the Property in such order, at such rate, and at such times during

the Term of the Agreement, as the Owner deems appropriate within the exercise of its independent business judgment.

2.8.2 Schedule Does Not Limit Development. The timing of development provided in this Section shall not limit Owner's right to commence and complete all of Rancon 51 Residential Project in such order and in such phases as Owner determines to be commercially reasonable.

2.9 Owner's Representations and Warranties. Owner represents and warrants that, to the best of its knowledge, the following are accurate and true as of the Effective Date of this Agreement:

2.9.1 Title and Possession. Owner owns fee title to the Property and is the sole person in legal possession of the Property. All other persons holding legal or equitable interests in the Property shall be bound by this Agreement.

2.9.2 No Legal Actions. No Action to acquire, partition, or quiet title or any interest in the Property, or any Action that is reasonably likely to impair, encumber, or otherwise adversely impact title to the Property or Owner's rights, title, or interest to or in the Property is pending or otherwise imminent (including written threats to commence such Action), and to the best of Owner's knowledge there are no facts upon which a third party could reasonable base, maintain, or threaten such an Action.

2.9.3 No Legal Impediments to Agreement. No contract, lease, or other agreement, whether recorded or unrecorded, bars, prohibits, limits or otherwise impairs Owner's ability to enter into this Agreement and to encumber the Property with this Agreement.

2.10 Cooperation. City agrees that it shall accept for processing and promptly take action on all applications for Implementing Approvals, provided they are in a proper form and acceptable for required processing in accordance with the Existing Development Approvals and the provisions of this Agreement.

3. PUBLIC BENEFITS & IMPROVEMENTS

3.1 Public Benefit. The parties acknowledge and agree that this Agreement confers private benefits on the Owner that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on the Owner by imposition of the Development Agreement Fee set forth in Section 3.3 hereof. City acknowledges, as partial consideration for this Agreement, the Development Agreement Fee will be payable by Owner as provided in section 3.3 hereof which fee will be utilized to further mitigate the impact of the Rancon 51 Residential Project.

3.2 Public Improvements. Owner shall, at its sole cost and expense, unless expressly provided to the contrary herein, design, install, and construct the following Public Improvements relating to Rancon 51 Residential Project:

3.2.1 On & Off-Site Improvements. Owner shall design, install and construct all on-site, off-site, and Public Improvements for Rancon 51 Residential Project as specifically required under the Existing Development Approvals.

3.3 Development Agreement Fee. Owner shall pay to City a Development Agreement Fee equal to $500.00 per residential dwelling unit constructed on the Property (totaling $25,500.00 for 51 lots). The Development Agreement Fee shall be payable at the time of issuance of each Certificate of Occupancy for any such housing unit within the Rancon 51 Residential Project.

3.4 Compliance with Prevailing Wage Law.

3.4.1 No Monetary Assistance to Project. The parties acknowledge that this Agreement does not, and is not intended to, vest the Owner with any right to obtain monetary assistance from the City for design, construction or installation of any part of the Project. The Project is a privately funded, privately constructed project which the parties understand, based on existing law, decisions of the California courts, and public works determinations of the Director of the Department of Industrial Relations, is not a "public work" within the meaning of Labor Code Section 1720 and is not subject to payment of prevailing wages or other compliance with the Prevailing Wage Laws (Labor Code Section 1720 et seq.).

3.4.2 Prevailing Wage Indemnification. Owner, for itself and its contractors, hereby expressly agrees that City has satisfied its obligations under the Prevailing Wage Laws (Labor Code Section 1720 et seq.) to identify projects as being subject to the Prevailing Wage Laws and any other obligations imposed upon the City under Labor Code Sections 1726 and/or 1781 that are owed to or may be actionable by Owner and its contractors. Furthermore, Owner, for itself and its contractors hereby expressly waives any right of action against the City created under Labor Code Sections 1726 and/or 1781, whether known, or unknown, foreseen or unforeseen relating to the Project and/or any Public Improvement. Owner hereby agrees and covenants to require this express waiver in all construction contracts undertaken for the development of the Project. Further, Owner expressly agrees to, and shall, indemnify, defend, release, and hold the City, and its respective officials, officers, employees, agents, and contractors harmless from and against any Action, liability, loss, damage, entry, judgment, order, and lien, which arises out of, or are in any way related to or imposed upon the City under Labor Code Sections 1720 et seq. that the Project and/or any Public Improvement is subject to the Prevailing Wage Laws and that payment of Prevailing Wages are owed to or may be actionable by Owner and its contractors and/or sub-contractors. The Parties expressly agree that the obligations of Owner under this Section shall survive the expiration or early termination of the Agreement. City shall cooperate with Owner in any claim raised against either that is within the scope of this indemnification.

3.5 Inclusion into City-wide CFD. Subject to the provisions of this Section, Owner agrees that prior to the approval of a Final Map for the Property, the City may include the Property in a CFD that is authorized to finance certain City public services costs through the levy of an annual special tax on assessor's parcels of developed property in an amount not to exceed $590 per dwelling unit, subject to adjustment each

July 1, commencing July 1, 2013, by the percentage change in the Index for the twelve-month period ending the prior May 31, not to exceed 2% for maintenance services and 5% for emergency services (police, fire, administration/general services). Such special taxes shall be authorized to be levied in perpetuity. Owner hereby agrees to annexation of the Property into a CFD and to the annual levy of assessments.

4. OPERATION AND MAINTENANCE

4.1 Operation. Owner, and its successors and assigns, shall operate and manage Rancon 51 Residential Project, or cause Rancon 51 Residential Project to be operated and managed, in a commercially reasonable manner using best management practices.

4.2 Maintenance. At all times while Owner retains ownership of any parcel comprising the Property, Owner shall keep and maintain that portion of the Property in a clean, safe, and sanitary condition free from debris, graffiti and waste materials and in good order and repair, except that construction materials and debris may be allowed to accumulate, to the extent reasonable in areas in which construction is currently on-going.

4.3 Effect and Duration of Covenants. The covenants established in this Agreement shall, without regard to technical classification and designation, burden the Property and run with the land, and shall be binding upon Owner and its successors and assigns and any person claiming an interest in the Property by or through them. The covenants are for the benefit and in favor of Owner, Rancon 51 Residential Project, and the City. The City shall have the right, but not the obligation, to enforce any or all of the covenants provided herein. Each of the covenants shall be binding and valid for the duration of the Term of this Agreement and upon the expiration of the Term shall cease to be binding and be of no further force or effect without any action required by either party.

4.4 Covenants Do Not Bar Subdivision. The requirements of this Section 4.0 do not, and shall not be construed to, prohibit Owner from subsequently subdividing the Property and/or selling the individual parcels. However, each such parcel created and sold shall be conveyed subject to covenants incorporating each of the obligations set forth in this Section 4.0.

5. VESTING AND RESERVATION OF AUTHORITY

5.1 Vested Right to Develop. Subject to the terms, conditions, and covenants of this Agreement, Owner shall have a vested right to develop Rancon 51 Residential Project on the Property in accordance with, and to the extent permitted in, the Existing Development Approvals, Existing Land Use Regulations, and this Agreement. The parties acknowledge and agree that the City is restricted in its authority to limit the exercises of its policy power by contract. As such, the parties agree that this Section adequately reserves to the City all of its respective police power while providing the Owner, to the fullest extent allowed under the Development Agreement Legislation and interpreting decisions of courts of competent jurisdiction, vested rights to develop Rancon 51 Residential Project. Subject to the foregoing, and to the maximum extent permitted under the law, this Agreement is intended to, and shall, bind future City Councils to its terms.

5.2 **Changes in Applicable Rules**. Any change in, or addition to, the Existing Land Use Regulations, including without limitation, any change in any applicable City general or specific plan, zoning or building regulation, adopted or becoming effective after the Effective Date of this Agreement, including, without limitation, any change by means of ordinance, initiative, referendum, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the City Council, Planning Commission or any other Board, Commission or Department of the City, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict or be inconsistent with in any way the Existing Land Use Rules or the Existing Land Use Approvals or this Agreement, shall not be applied to the Rancon 51 Residential Project, subject to the Reservation of Authority set forth in section 5.4 hereof. Financial considerations shall not be considered to be "public health and safety" issues. Any other change or addition to the Existing Land Use Rules or the Existing Land Use Approvals that would delay construction of the Rancon 51 Residential Project or subject processing of the Rancon 51 Residential Project to additional procedures or studies shall be deemed inconsistent with this Agreement.

5.3 **Effect of Agreement**.

5.3.1 Applicable Land Use Regulations. Except as may otherwise be expressly provided to the contrary in this Agreement, pursuant to Government Code § 65865.4 and § 65866, the rules, regulations, and official policies governing development of the Property and construction of on-site and off-site improvements in connection therewith, including but not limited to the maximum density and intensity of use, the maximum height and size of proposed buildings, the design, improvement and construction standards and specifications applicable to Rancon 51 Residential Project, and provisions for reservation and dedication of land for public purposes, shall be those set forth in the Existing Development Approvals, Existing Land Use Regulations, and this Agreement. As such, this Agreement shall remain enforceable by either party notwithstanding any subsequent change in the Land Use Regulations, including, but not limited to, the City's General Plan, Zoning Ordinance, Subdivision Ordinance, development standards or guidelines. However, development of Rancon 51 Residential Project shall be subject to the Implementing Approvals and Subsequent Development Approvals, if any, as provided for below.

5.3.2 Applicable Development Exactions. Except as may otherwise be expressly provided to the contrary in this Agreement, Owner shall only be required to comply with those Development Exactions for the development of Rancon 51 Residential Project, including Development Impact Fees, as are required and imposed under the Existing Development Approvals and the Existing Land Use Regulations, except for School Fees (Government Code § 69570 et seq.) and other fees imposed by governmental entities other than the City having jurisdiction over the Property or Rancon 51 Residential Project, in the amount and to the extent applicable as existing, approved, effective, and made a matter of public record as of the Effective Date of the Agreement. Owner shall be required to pay all Regional Fees for development of Rancon 51 Residential Project.

5.3.3 Moratoria. It is the intention of the parties in adopting this Agreement that no moratorium, whether enacted by initiative or otherwise, affecting any subject matter arising from or related to the subject matter of this Agreement, shall apply to the development of Rancon 51 Residential Project. Further, it is specifically the intent of the parties that the schedule or rate of development shall be determined as provided in Section 2.8 [Schedule of Performance] of this Agreement and shall not be affected by any initiative measure establishing growth control and that the rule of Pardee Construction Company v. City of Camarillo (1984) 37 Cal. 3d 465, shall have no effect on Owner's discretion to schedule the rate of development.

5.4 **Reservation of Authority**. Notwithstanding any other provision of this Agreement, the City reserves its authority to impose any of the following rules, policies, regulations, ordinances, or requirements on development of the Rancon 51 Residential Project:

5.4.1 Filing and Processing Fees. Notwithstanding Section 5.3.2. [Applicable Development Exactions], Owner shall pay all customary and typical filing and permit processing fees imposed for Implementing Approvals and Subsequent Development Approvals as required under ordinances and resolutions then in effect.

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

5.4.3 Taxes of General Applicability. Any law, ordinance, or resolution that imposes a general or special tax of general applicability to be applied uniformly to business and/or development in the City, whether such tax is for licensing or other purposes.

5.4.4 Uniform Codes. This Agreement does not prevent the City from adopting and amending in compliance with State law certain uniform codes or uniform standards which are based on recommendations of a multi-state professional organization and which become applicable throughout the City -- including the Rancon 51 Residential Project and the Property subject to this Agreement. Such Uniform Codes include, but are not limited to, the Uniform Building Code, Uniform Mechanical Code, National Electrical Code, Uniform Fire Code, and uniform standards for the construction of public works.

5.4.5 Health & Safety Regulations. Nothing in Section 5.3 [Effect of Agreement] or otherwise in this Agreement shall prevent the City from applying to the development of the Rancon 51 Residential Project on the Property, or the subsequent use of the Property, any ordinances, rules, regulations, policies, or procedures ("Laws"), the primary purpose of which is to protect health, safety, and welfare, or the primary purpose of which is the general regulation of business activity within the City. These matters may include, but are not limited to: (i) Laws regarding the abatement of public nuisances; (ii) Laws regulating hazardous materials, trash and related rubbish and solid waste, weeds, dust, graffiti, and inoperative vehicles; (iii) Laws regarding emergency situations including fires, floods, earthquakes, and other natural disasters; (iv) Laws prohibiting criminal acts; (v) Laws regulating the keeping and use of animals; (vi) Laws regulating prurient interests

including the regulations of adult businesses and activities, smoking, and the sale and consumption of alcoholic beverages; (vii) Laws regulating the conduct of business within the City including the requirement to obtain a business license; and; (viii) building, plumbing, electrical, mechanical, fire, dangerous buildings, and similar uniform codes adopted by the City. In the event Owner contests the application of such Health & Safety Regulations to development of Rancon 51 Residential Project or the Property as being in conflict with any of the Existing Development Approvals, or as impairing or prohibiting Owner's ability to develop the Rancon 51 Residential Project as contemplated in this Agreement, then Owner shall so notify the City in writing, in which event City shall not impose such regulation unless and until the City adopts a finding that imposition of the regulation is reasonably necessary to correct or avoid a condition generally injurious or detrimental to the public health, safety or welfare. These findings shall be based upon substantial evidence in the record from a hearing conducted by the City Council.

5.4.6 Modification or Suspension by State or Federal Law. Pursuant to Government Code § 65869.5, in the event that any 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 shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations but shall be modified in a manner that minimizes the cost of such modification to Owner, 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.

5.4.7 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.

5.4.8 City's DIF Storm Drain Fee. Owner agrees to pay the City's DIF Storm Drain Fee at the current rate at the time of the issuance of each Certificate of Occupancy for each dwelling unit.

5.5 **Subsequent Approvals**. The parties contemplate that development of the Rancon 51 Residential Project may require Owner to obtain certain Implementing Approvals and that Owner may find it necessary to seek certain Subsequent Development Approvals from the City for Rancon 51 Residential Project. Such approvals shall be governed by the following:

5.5.1 Implementing Approvals. The parties acknowledge and agree that Owner shall need certain Implementing Approvals, such as grading and building permits, to undertake and complete the Rancon 51 Residential Project as contemplated under the Existing Development Approvals and this Agreement. These Implementing Approvals are to be of a ministerial or only limited discretionary nature and shall not cause a substantial or significant change in the Rancon 51 Residential Project or in any Existing Development Approval. A minor change to the Rancon 51 Residential Project or the Existing Development Approvals may be made through an Implementing Approval and shall not require amendment of this Agreement. Implementing Approvals shall be subject

to Section 5.3. [Effect of Agreement] and no Subsequent Land Use Regulation or Dedication Exaction not imposed under the Existing Development Approvals or Existing Land Use Regulations shall be imposed as a condition of approval on an Implementing Approval.

5.5.2 Subsequent Development Approvals. The parties acknowledge and agree that Owner may need to seek Subsequent Development Approvals in response to changed market conditions, unknown site conditions, or other conditions over which Owner has no reasonable control. Subsequent Development Approvals are anticipated to be major discretionary approvals that are adjudicatory or legislative in nature, the granting of which would cause a substantial or significant change in the Rancon 51 Residential Project and/or the Existing Development Approvals. The parties agree that any application which, if approved, would have any of the following effects, impacts, or characteristics, is to be considered a Subsequent Development Approval:

(a) Substantially alter the permitted uses of the Property;

(b) Increase the density or intensity of use of the Property by more than ten percent (10%);

(c) Increase the maximum height and size of permitted building by more than ten percent (10%);

(d) Delete a requirement for the reservation or dedication of any substantial amount of land for public purposes within the Property;

(e) Constitute a project requiring a subsequent or a supplemental environmental review.

Although this Agreement shall not prohibit the processing or approval of Subsequent Development Approvals, the parties agree that such approvals will require amendment of this Agreement in accordance with Section 5.6 [Changes and Amendments].

5.6 Changes and Amendments. Substantial changes to the Rancon 51 Residential Project or the Existing Development Approvals and amendments of this Agreement shall be subject to the following:

5.6.1 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by mutual consent of the parties and in the manner provided for in Government Code Sections 65868, 65867, and 65867.5. The provisions of this Section do not impact the right of the City to terminate this Agreement because of Owner's breach or failure to comply in good faith with the requirements of this Agreement.

5.6.2 Review by City Council. Any amendment to this Agreement shall require review and approval by the City Council. The City agrees to not unreasonably disapprove an amendment requested by Owner provided the amendment is: (i) related to

a Subsequent Development Approval that is necessary to effectuate the purpose of this Agreement in response to changed market conditions, unknown site conditions, or other conditions over which Owner has no reasonable control; (ii) is necessary to correct an inconsistency or inaccuracy in the Agreement; or (iii) the proposed change and amendment is appropriate and mutually desirable. If approved, any such amendment shall be incorporated herein.

5.7 **Waiver of Challenges**. In exchange for the vested right to develop pursuant to this Agreement, Owner expressly waives for himself and for any successor thereto, the right to challenge or contest the validity of any condition of approval attached to any entitlement which is a part of the Existing Development Approvals.

6. ASSIGNMENT AND RIGHTS OF HOLDERS

6.1 Assignment.

6.1.1 Right to Assign. The 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, joint venture, firm, or corporation at any time during the term of this Agreement; 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 be made in strict compliance with the following conditions precedent:

6.1.1.1 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, Owner agrees to provide specific notice of this Agreement, including the record or document number, where a true and correct copy of this Agreement may be obtained from the County Clerk/County Recorder of the County of Riverside, in any grant deed or other document purporting to transfer the title or an interest in the Property during the term of Agreement or any extension thereof, except as provided in Section 6.1.4 hereof.

6.1.1.2 Within thirty (30) calendar days prior to any such sale, transfer, or assignment, Owner shall notify City, in writing, of such sale, transfer, or assignment and shall provide City with an executed agreement, in a form reasonably acceptable to the City Attorney, by the purchaser, transferee, or assignee and providing therein that the purchaser, transferee, or assignee expressly and unconditionally assumes all the duties and obligations of the owner under this Agreement.

6.1.1.3 Any sale, transfer, or assignment not made in compliance with the foregoing conditions shall constitute default by the Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee, or assignee (the “Assignee”) to execute the agreement required by Paragraph (b) of this Subsection, the burdens of this Agreement shall be binding upon the Assignee, but the benefits of this Agreement shall not inure to the Assignee until and unless such Agreement is executed.

6.1.2 Release of Transferring Owner. Notwithstanding any sale, transfer, or assignment, 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 be provided by City upon the full satisfaction by such transferring Owner of the following conditions:

6.1.2.1 The Owner no longer has a legal interest in all or any part of the Property sold, transferred or assigned except as a beneficiary under a deed of trust.

6.1.2.2 The Owner is not then in default under this Agreement.

6.1.2.3 The Owner or Assignee has provided City with the notice and executed agreement required under Paragraph (b) of Subsection 6.1.1 above.

6.1.3 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.

6.1.4 Conveyance of Lots. Notwithstanding the forgoing provisions of this Section 6, if Owner conveys a subdivided lot to any person intending to use such lot for residential purposes, such conveyance shall be free and clear of this Agreement and the grantee of such lots shall have no obligations hereunder.

6.2 Rights of Mortgagees.

6.2.1 Mortgagee Protection. Neither entering into this Agreement nor committing a Default under this Agreement shall defeat, render invalid, diminish, affect the priority or impair the lien of Mortgagees having a Mortgage on any portion of the Property made in good faith and for value. No Mortgagee shall have an obligation or duty under this Agreement to perform Owner's obligations, or to guarantee such performance prior to any foreclosure or deed in lieu of foreclosure, but upon acquiring the right to possession pursuant to a Mortgage on the Property or any portion thereof, the Mortgagee shall be subject to the terms and conditions of this Agreement. Notwithstanding the foregoing, Mortgagee shall have no obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion thereof; provided, however, that Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those improvements provided for or authorized by this Agreement. The term of this Agreement shall not be extended based on the fact that a Mortgagee held title to the Property for all or any part of the term of this Agreement.

6.3 Notice of Default to Mortgagee; Right to Cure.

6.3.1 If the City Clerk timely receives notice from a Mortgagee requesting a copy of any Notice of Default given to Owner under the terms of the Agreement, the City shall provide a copy of that notice to the Mortgagee concurrently with sending the Notice of Default to Owner. City shall have no liability for damages or otherwise to Owner, Owner's successor, or to any Mortgagee or successor therefor for failure to provide such notice.

6.3.2 The Mortgagee shall have the right, but not the obligation, for a period up to ninety (90) days after the receipt of such notice from the City to cure or remedy, or to commence to cure or remedy, the Default unless a further extension of time to cure is granted in writing by the City. However, a Mortgagee, to avail itself of the rights provided by this Section, must notify the City in writing of its intent to attempt to remedy or cure within forty-five (45) days of the date of the Notice of Default from City to Mortgagee. A failure by a Mortgagee to provide such timely notice to City shall extinguish the rights and protections provided by this Section. If the Default is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee shall seek to obtain possession with diligence and continually through foreclosure, a receiver, or otherwise, and shall thereafter remedy or cure the Default within ninety (90) days after obtaining possession. If the Default cannot, with diligence, be remedied or cured within this ninety (90) day period, then the Mortgagee shall have such additional time as the City Council determines is reasonably necessary to remedy or cure the Default, if the Mortgagee commences cure during the ninety (90) day period and thereafter diligently pursues and completes the cure.

6.3.3 Such diligence by the Mortgagee on effectuating such cure shall be reviewed by the City Council every thirty (30) days thereafter until any and all Defaults are cured. If at any such review, the City Council determines that the Mortgagee is not making good faith efforts to cure any and all Defaults, the City Council shall have the authority to terminate this Agreement.

6.4 **Cure by Mortgagee**. In the event any obligation of Owner is for the payment of money or fees, other than standard permit or processing fees, and a Default is declared by City based upon such failure to pay, a Mortgagee may be granted an extended time to remedy or cure until such time as Mortgagee obtains possession of the Property; provided, Mortgagee agrees that any money due City which remains unpaid shall bear the higher of the legal rate of interest or the Consumer Price Index as the measure of inflation.

6.5 **Mortgagee Rights**. 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 the 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. Owner shall reimburse City for any and all of City's reasonable costs associated with said negotiations, interpretations, and modifications and shall make reimbursement payments to City within thirty (30) days or receipt of an invoice from City.

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 or specified herein.

7. INDEMNITY, RELEASE & RESERVATION OF RIGHTS

7.1 <u>Participation in Litigation: Indemnity</u>. The Owner shall indemnify, protect and defend the City and its elected boards, commissions, officers, agents and employees (each, an "Agent") and will hold and save them and each of them harmless from any and all Claims or Litigation (including but not limited to reasonable attorneys' fees and costs) against the City and/or Agent for any such Claims or Litigation and shall be responsible for any judgment arising therefrom. The City shall provide the Owner with notice of the pendency of such action and shall request that the Owner defend such action. The Owner may select legal counsel providing the Owner's defense and it is expressly agreed that the City shall have the right to approve separate legal counsel providing the City's defense. The Owner shall reimburse City for any reasonable attorneys' fees, costs and expenses directly and necessarily incurred by the City in the course of the defense. Owner agrees that City will forward monthly invoices to Owner for attorneys' fees, costs and expenses it has incurred related to its defense of any Claim or Litigation and Owner agrees to timely payment within thirty (30) days of receipt of the invoice. Owner agrees to post adequate security or a cash deposit with City in an amount to cover the City's estimated attorneys' fees, costs and expenses incurred by City in the course of the defense in order to ensure timely payment of the City's invoices. The amount of the security or cash deposit shall be determined by the City. City shall cooperate with Owner in the defense of any Claim or Litigation. The Owner's obligation to pay the cost of the action, including judgment, shall extend until judgment. After judgment in a trial court, the Parties may mutually agree as to whether any appeal will be taken or defended. The Owner shall have the right, within the first 30 days of the service of the complaint or judgment in a trial court, in their sole and absolute discretion, to determine they do not want to defend any litigation, or appeal any judgment, attacking this Agreement or the Development Approvals in which case the City shall allow the Owner to settle the litigation on whatever terms the Owner determine, in their sole and absolute discretion, but Owner shall confer with City before acting and cannot bind City. In that event, the Owner shall be liable for any costs incurred by the City up to the date of settlement but shall have no further obligation to the City beyond the payment of those costs. In the event of an appeal, or a settlement offer, the Parties shall confer in good faith as to how to proceed.

7.2 <u>Survival of Indemnity Obligations</u>. All indemnity provisions set forth in this Agreement shall survive termination of this Agreement for any reason other than the City's Default.

7.3 <u>Release</u>. Except for non-damage remedies, including the remedy of specific performance as provided for in Section 9.5 [Legal and Equitable Actions], Owner, for itself, its successors and assignees, hereby releases the City, its 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.

8. PERIODIC REVIEW PROCEDURE

8.1 **Timing**. Pursuant to Government Code § 65865.1, City shall review this Owner's compliance with the terms, conditions, and covenants of this Agreement. Such review shall be undertaken at least once during every twelve (12) month period from the Effective Date of this Agreement. The Owner or successor shall reimburse City for the reasonable and necessary costs of this review, excluding cost incurred under Article 9.0 [Default and Enforcement], within thirty (30) days of written demand from City.

8.2 **Evidence for Annual Review**. Owner shall deliver to City within thirty (30) days of the date of receipt of a written request from City, evidence to demonstrate the Owner's good faith compliance with the terms of this Agreement. The City shall bear no responsibility or obligation to research, investigate, or otherwise obtain evidence of Owner's good faith compliance with this Agreement. It shall be Owner's sole responsibility and obligation to provide evidence of its good faith compliance with this Agreement. Prior to making a determination, the City shall make available to the Owner any public staff reports and documents to be used or relied upon by City to determine Owner's good faith compliance with this Agreement. The Owner shall be permitted an opportunity to respond to the City's evaluation of its performance, either orally or at a public hearing or in a written statement. Such response shall be made to the Director or its designee for purposes of review of compliance with this Agreement.

8.3 **Certificate of Compliance**. With respect to each year for which an annual review of compliance with this Agreement is conducted, and for which the City has determined that Owner is in good faith compliance with this Agreement, the City, upon written request of the Owner, shall provide Owner with a written certificate of good-faith compliance, in recordable form, duly executed and acknowledged by the City. The Owner shall have the right, in the Owner's sole discretion, to record this notice of compliance.

9. DEFAULT AND ENFORCEMENT

9.1 **Default**. Either party's failure or unreasonable delay in performing any term, provision or covenant of this Agreement constitutes a Default of this Agreement. In the event of a Default, the injured party shall give written "Notice of Default" to the defaulting party, specifying the Default. If the defaulting party fails to cure the Default within forty-five (45) business days after receipt of a Notice of Default, or, if the Default is of a nature that cannot be cured within forty-five (45) business days, the defaulting party fails to commence to cure the Default within said forty-five (45) business days and thereafter diligently prosecute such cure to completion, then the defaulting party shall be liable to the injured party for any and all damages caused by such Default, unless otherwise provided for by this Agreement.

9.2 **Default by Owner**. Owner is in default under this Agreement upon the happening of one or more of the following events or conditions and failure to cure such default in accordance with Section 9.1 hereof:

9.2.1 If a warranty, representation, or statement made or furnished by Owner to City is false or proves to have been false in any material respect when it was made.

9.2.2 More than forty-five (45) days have passed since City's making of a written request to Owner for payment or reimbursement for a fee or service authorized or agreed to pursuant to this Agreement.

9.2.3 A finding and determination by City that upon the basis of information provided by Owner, and reviewed and investigated by City, the Owner has not complied in good faith with one or more of the material terms or conditions of this Agreement.

9.2.4 Owner failed to substantially comply with any material term, condition, or covenant of this Agreement, including failing to timely provide the evidence required under Section 8.2 of this Agreement.

9.3 **Default by City**. If City has failed to cure it's Default after notice and an opportunity to cure as provided in Section 9.1. [Default], Owner may pursue any legal or equitable remedy available to it under this Agreement without further notice to City, except as may be required under the law for service of summons and other legal papers. It is acknowledged by the parties that City would not have entered into this Agreement if City was to be subject to or liable for monetary damages under or with respect to this Agreement or the application thereof. Owner, for himself or any successor thereto, expressly waives the right to seek monetary damages against the City or any officer, employee, or agent thereof, for any default or breach of this Agreement. Owner covenants and agrees not to sue for or claim any damages -- including monetary damages -- for any purported breach of this Agreement by City.

9.4 **No Recovery for Monetary Damages**. As part of the bargained for consideration for this Agreement, the Parties agree that any action or proceeding to cure, correct or remedy any Default or to enforce any covenant or promise herein shall be limited solely and exclusively to those remedies expressly provided herein. City and Owner may institute legal or equitable proceedings to cure, correct or remedy any Default, or to enforce any covenant or promise herein, enjoin any threatened or attempted violation, or enforce by specific performance, declaratory relief or writ of mandate the obligations and rights of the Parties hereto. In no event shall Owner or City, or any of their officers, agents, representatives, officials, employees or insurers, be liable to Owner or City for damages for any breach or violation of this Agreement. The enforceability and validity of the above limitations on the remedies available to the Parties, including, without limitation, the specific provision prohibiting the recovery of damages, is part of the bargained for, negotiated consideration for the City's agreement to enter into this Agreement, and it is acknowledged that the City would not have entered this Agreement if it were to be liable in damages under this Agreement. In the event Owner seek or accept damages in any action or proceeding brought for breach or violation of this Agreement or to enforce any provision hereof, such award shall destroy the consideration supporting the City's agreement to enter into this Agreement, and shall, in turn, entitle the City to immediately impose whatever terms, conditions, ordinances, fees and/or exactions the

City deems appropriate, and further shall entitle the City, at its option, to undertake to revoke any entitlements granted pursuant to this Agreement, irrespective of any provision to the contrary contained herein. Accordingly, the remedy of monetary damages is not available to any Party except as provided below.

9.5 For purposes of enforcement, stated positively, the Parties shall have the equitable remedies of specific performance, injunctive and declaratory relief, or a mandate or other action determining that the City has exceed its authority, and similar remedies, other than recovery of monetary damages, to enforce their rights under this Agreement. The Parties shall have the right to recover their attorney fees and costs in such action. In the event the Owner fails to perform any monetary obligation under this Agreement, City may sue for the payment of such sums to the extent due and payable. The Owner shall pay interest thereon at the lesser of: (i) five percent (5%) per annum, or (ii) the maximum rate permitted by law, from and after the due date of the monetary obligation until payment is actually received by the City.

9.6 **Waiver**. Failure or delay in giving Notice of Default, or failing to commence a legal or equitable action as a result of the Default, shall not waive a Party's right to give future Notice of the same or any other Default.

9.7 **Legal and Equitable Actions**. In addition to any other rights and remedies, any party may institute a legal action to require the cure of any Default and to recover damages (except as otherwise provided herein) for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. The following provisions shall apply to any such legal action:

9.7.1 Jurisdiction and Venue. Legal actions must be instituted and maintained in the Superior Court of the County of Riverside, Central Division, State of California, or in the United States District Court for the Central District of California. Owner specifically waives any rights provided to it pursuant to California Code of Civil Procedure § 394 or federal or state statutes or judicial decisions of like effect.

9.7.2 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

9.7.3 Litigation Expenses. In the event either party commences an Action against the other party which arises out of a Default of, breach of, failure to perform this Agreement or otherwise related to this Agreement, then the Prevailing Party in the Action shall be entitled to recover its Litigation Expenses from the other party in addition to whatever relief to which the prevailing party may be entitled. For the purposes of this Section, the term “Prevailing Party,” shall have the meaning ascribed in Code of Civil Procedure §1032(a)(4).

9.7.4 Specific Performance Remedy. Due to the elimination of damages as a remedy against City and to the size, nature, and scope of the Rancon 51 Residential Project, it will not be practical or possible to restore the Property to its pre-existing 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 and provide for other benefits. Owner has invested significant time and resources and performed extensive planning and processing of the Rancon 51 Residential Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Rancon 51 Residential Project in reliance upon the terms of this Agreement. It is not possible to determine the sum of money, which would adequately compensate Owner for such efforts. For the above reasons, the City and Owner agree that damages would not be an adequate remedy if the City fails to carry out its obligations under this Agreement. Therefore, no money damages are available against City, or any officer, employee, or agent thereof. Specific performance of this Agreement is necessary to compensate Owner if the City fails to carry out its obligations under this Agreement.

9.8 **Remedies are Cumulative**. The rights and remedies of the Parties are cumulative, and the exercise by a party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same Default or any other Default by another Party.

9.9 **Termination by City**. City may terminate this Agreement, but City shall not terminate the Agreement without first holding a public hearing at which Owner may appear and be heard, for which Owner is given fifteen (15) days notice, and the decision by the City is supported by substantial evidence in the record, upon the occurrence of any of the following events:

9.9.1 Owner (or any successor in interest) assigns or attempts to assign the Agreement or any rights therein in violation of this Agreement and fails to cure such default within the time set forth in Section 9.1 [Default] hereof;

9.9.2 Owner is otherwise in material Default of this Agreement and fails to cure such Default within the time set forth in Section 9.1 [Default] hereof. If, after the occurrence of any of the above-entitled events, City elects, in its sole discretion, to terminate this Agreement, then all rights of Owner and any person or entity claiming by or through Owner arising under this Agreement or with regard to the Rancon 51 Residential Project as may arise under this Agreement shall immediately cease and be terminated, except that any obligations of Owner to indemnify or reimburse City shall continue in full force and effect and City shall have all of the remedies to enforce a Default of this Agreement as may be provided hereunder and under the law.

10. GENERAL PROVISIONS

10.1 **Enforced Delays; Extension of Times**. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to: litigation challenging the validity of this transaction or any element thereof or the right of either party to engage in the acts and transactions contemplated by this Agreement; inability to secure necessary labor materials or tools; delays of any contractor, sub-contractor or supplier; or withdrawal of financing not caused by any act or omission of Owner; war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy;

epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental agency or entity (other than the acts or failures to act of the City which shall not excuse performance by the City); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period or the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within forty-five (45) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City and Owner.

10.2 Binding Effect of Agreement. The burdens of this Agreement bind and the benefits of the Agreement inure to the successors-in-interest to the parties to it in accordance with the provisions of and subject to the limitations of this Agreement.

10.3 Project as a Private Undertaking/Relationship of Parties. It is specifically understood and agreed by and between the parties hereto that the development of the Rancon 51 Residential 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.

10.4 No Prevailing Wage Statutes for On-Site Improvements. City and Owner do not intend for the terms of this Agreement to in any manner make construction of improvements within the Property, other than Public Improvements, to be subject to the provisions of the California Labor Code Section 1720 et seq. and/or the Davis-Bacon Act (collectively, the "Prevailing Wage Statutes"). If the Owner determines that any provision of this Agreement is interpreted, or may reasonably be interpreted, to make such construction subject to the Prevailing Wage Statutes, at Owner's option, Owner may elect to reform or delete such provision from this Agreement effective as of the Effective Date (so long as such reformation or deletion does not adversely affect the City) in order to cause such construction to no longer be subject to the Prevailing Wage Statutes.

10.5 Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by registered mail, postage prepaid to the person and address provided below. Delivery shall be presumed delivered upon actual receipt by personal delivery or within three (3) days following deposit thereof in United States Mail or within two (2) days of delivery by facsimile, provided that if notice is by facsimile, then a copy of the notice shall also be contemporaneously sent by regular mail, postage prepaid to the person and address provided below.

Notice required to be given to City shall be addressed as follows:

To City: City of Wildomar
Attn: Gary Nordquist, City Manager
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Facsimile: (951) 698-1463

With a copy to: City Attorney
Attn: Thomas D. Jex
2280 Market Street, Suite 300
Riverside, CA 92501
Facsimile: (951) 788-5785

Notices required to be given to Owner shall be addressed as follows:

To Owner: Rancon Equity Partners III, LLC
Attn: Frank Igo, Director
41931 Kalmia Street, Suite #200
Murrieta, CA 92562
Facsimile: 951-834-9801

A party may change the address by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

10.6 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement. In the event Owner or Owner's successor requires supplemental or additional agreements for purposes of securing financing or similar purposes, City will endeavor to assist in this respect, provided, however, Owner or Owner's successor shall reimburse the City for any and all costs associated with processing, reviewing, negotiating, or acting on such agreements. Owner or Owner's successor agrees to reimburse City within thirty (30) days of written demand therefor.

10.7 No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the City and Owner. No other parties or entities are intended to be, or shall be considered, a beneficiary of the performance of any of the parties' obligations under this Agreement.

10.8 Entire Agreement. This Agreement and the attachments hereto contain the complete, final, entire, and exclusive expression of the agreement between the parties hereto, and are intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto not expressly set forth in this Agreement shall be null and void.

10.9 Recitals and Definitions. The Recitals and Definitions set forth at the beginning of this Agreement are a substantive and integral part of this Agreement and are incorporated by reference in the Operative Provisions portion of this Agreement.

10.10 Integration. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

10.11 Processing of Entitlements. Owner shall pay to City all amounts currently due for any outstanding balance, if any, for services performed by the City or its contractors in the processing of any entitlements related to the Rancon 51 Residential Project or Property prior to the City's review and approval of a the 1st building permit.

10.12 Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of its terms. References to section numbers are to Sections of this Agreement unless expressly stated otherwise.

10.13 Interpretation. City and Owner acknowledge that this Agreement is the product of mutual arms-length negotiation and drafting and each represents and warrants to the other that it has been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction that provides that the ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement. In any action or proceeding to interpret or enforce this Agreement, the finder of fact may refer to such extrinsic evidence not in direct conflict with any specific provision of this Agreement to determine and give effect to the intention of the parties hereto.

10.14 Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens) and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Government Code § 6700 and § 6701. If any act is to be done by a particular time during a day, that time shall be Pacific Standard Zone time

10.15 Severability. Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant, and/or restriction, of this Agreement and the remainder of the Agreement shall continue in full force and effect.

10.16 Amendments to Agreement. Each Party agrees to consider reasonable requests for amendments to this Agreement which may be made by the other Party, lending institutions, bond counsel or financial consultants. Any amendments to this Agreement must be in writing and signed by the appropriate authorities of City and Owner. On behalf of City, the City Manager shall have the authority to make minor

amendments to this Agreement, including, but not limited to, the granting of extensions of time to Owner, on behalf of City so long as such actions do not materially change the Agreement or make a commitment of additional funds of City. All other changes, modifications, and amendments shall require the prior approval of City Council.

10.17 Administration. This Agreement shall be administered for the City by, and the City shall maintain authority over this Agreement through, the City Manager, or his/her designated representative, following approval of this Agreement by the City Council. The City Manager (or his/her designated representative) shall have the authority to issue interpretations and to make minor amendments to this Agreement on behalf of the City so long as such actions do not materially change the Agreement or make a commitment of additional funds of the City. All other changes, modifications, and amendments shall require the prior approval of the City Council.

10.18 Ceremonies. To ensure proper protocol and recognition of City, Owner shall cooperate with City staff in the organization or any Project-related groundbreakings, grand openings or any such inaugural events/ceremonies sponsored by Owner celebrating the development, which is the subject of this Agreement.

10.19 Authority to Execute. Each party hereto expressly warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation, partnership, business entity, or governmental entity and warrants and represents that he/she/they has/have the authority to bind his/her/their entity to the performance of its obligations hereunder.

10.20 Counterparts. This Agreement may be executed in multiple counterparts, each of which so fully executed counterpart shall be deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other party to this Agreement is in the physical possession of the party seeking enforcement thereof.

10.21 Effective Date. This Agreement shall not become effective until an adopting Ordinance has been formally approved by the City Council and thirty (30) days have elapsed and the Agreement has been executed by the appropriate authorities of City and Owner.

IN WITNESS WHEREOF this Agreement has been executed by the authorized representatives of the parties hereto.

CITY:

CITY OF WILDOMAR

By: _____
Gary Nordquist
City Manager

ATTEST:

By: _____
Debbie A. Lee
City Clerk

APPROVED AS TO FORM:

By: _____
Thomas D. Jex
City Attorney

OWNER:

_____

By: _____

[NOTARY ACKNOWLEDGEMENT REQUIRED]

By: _____

[NOTARY ACKNOWLEDGEMENT REQUIRED]

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On _____, 20__, before me, _____, Notary Public (here insert name and title of the officer), 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)

EXHIBIT 1 to Development Agreement

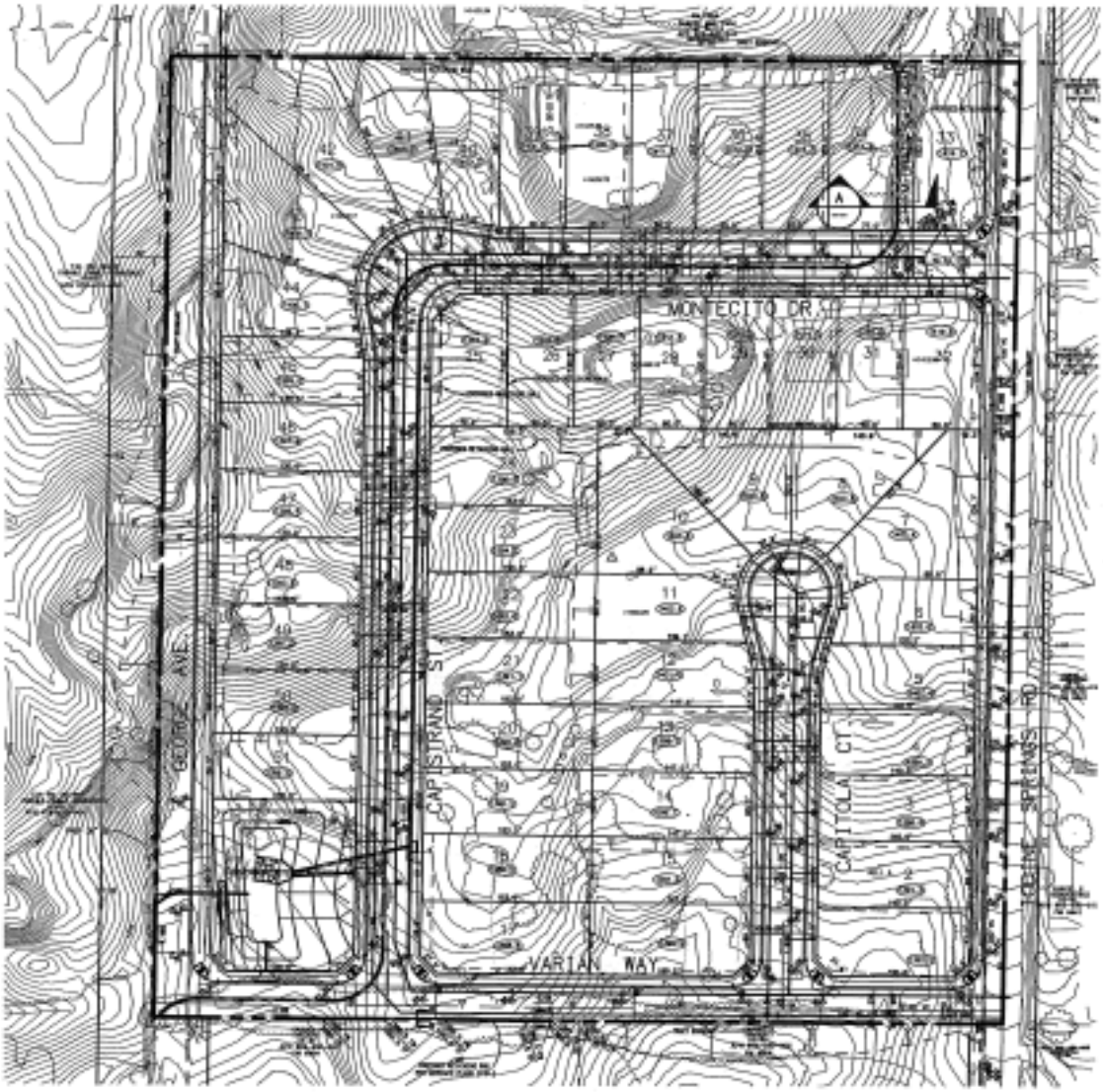
(Tract Map No. 31479 – Legal Description)

PROPERTY LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 1 OR PARCEL MAP NO. 7504 FILED IN BOOK 24, PAGE 16 OF PARCEL MAPS TOGETHER WITH PARCELS 1 THROUGH 4, INCLUSIVE, AND LOTS “A”, “B”, “C” AND “D” OF PARCEL MAP NO. 9268 FILED IN BOOK 41 PAGE 67 OF PARCEL MAPS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND BEING LOCATED IN SECTION 31, T.6S., R.3W., S.B.M.

EXHIBIT 2 to Development Agreement

(Tract Map No. 31479 – Reduced Map Exhibit)



ATTACHMENT B

(Full Size Tract Map No. 31479 – under separate cover)

AGENDA SECTION 3.0

GENERAL BUSINESS ITEMS

There are no General Business Items for the October 2, 2013 Planning Commission meeting