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DEVELOPMENT AGREEMENT
BY AND AMONG THE CITY OF LAKE ELSINORE
AND
THREE STRANDS PROPERTIES, LLC, SPECTRUM COMMUNITIES, LLC,
AND DONALD S. CLURMAN

ROSETTA VIEW ESTATES

TABLE OF CONTENTS

Page

1.	DEFINITIONS.....	2
2.	DEVELOPMENT OF THE OWNER PROPERTY.....	6
2.1.	Uses.....	6
2.2.	Intensity.	6
2.3.	Size.....	6
2.4.	Slopes.....	6
2.5.	Term(s) of Map(s) and Other Project Approvals.	6
2.5.1.	Tentative Subdivision Map Extensions and Modifications.....	6
2.5.2.	Other Development Approvals.	7
2.6.	Timing of Development.	7
3.	DEVELOPMENT EXACTIONS.	7
3.1.	Reservations, Dedications and Improvements.	7
3.2.	Owner's Obligation to Pay Fees.	7
3.2.1.	Development Impact Fee Lock.	8
3.2.2.	Fixed Annual Adjustment.	8
3.2.3.	Non-Vested Development Impact Fees.	8
3.2.4.	Initial Development Agreement Fee.....	8
3.2.5.	Development Agreement Fee.	9
3.3.	Participation in CFD 2015-1 and CFD 2015-2.	9
3.4.	Financing of Public Facilities; Future CFDs.	10
3.5.	Compliance with Laws.	11
3.5.1.	Public Works Requirements.	11
3.5.2.	Prevailing Wage Indemnification.	12
4.	VESTED RIGHTS.....	12
4.1.	CONSIDERATION.	12

TABLE OF CONTENTS (cont'd)

	<u>Page</u>
4.2. DEVELOPMENT OF THE OWNER PROPERTY.....	13
4.3. RESERVED POWERS.	13
4.3.1. Processing Fees and Charges.	13
4.3.2. Procedural Regulations.	13
4.3.3. Building Codes.	13
4.3.4. Non-Conflicting Regulations.....	13
4.3.5. Certain Conflicting Regulations.	14
4.3.6. Regulations Needed to Protect the Health and Safety.....	14
4.3.7. Regulations by Other Public Agencies.....	14
4.3.8. Increases in Existing Development Impact Fees.....	14
4.3.9. General and Special Taxes.	14
4.3.10. End Users.....	14
4.4. Subsequent Actions and Approvals.....	15
4.5. State and Federal Laws.	15
4.6. Police Power and Taxing Power.	15
4.7. Supersedure by Subsequent Laws.....	15
5. DURATION OF AGREEMENT.....	16
5.1. Term.	16
5.2. Termination.	16
5.3. Effect of Termination.	16
6. PERIODIC REVIEW; OPERATING MEMORANDA; AMENDMENT.....	17
6.1. Periodic Review.....	17
6.2. Operating Memoranda.....	17
6.3. Amendment.	17
7. COVENANT OF FURTHER ASSURANCES AND FAIR DEALING.....	18

TABLE OF CONTENTS (cont'd)

	<u>Page</u>
7.1. Further Assurances.....	18
7.2. Covenant of Good Faith and Fair Dealing.	18
8. PERMITTED DELAYS.	18
9. DEFAULT.	18
9.1. Events of Default.....	18
9.2. Remedies.	19
9.3. No Waiver.	19
9.4. Right of Mortgagee To Cure.....	19
10. ESTOPPEL CERTIFICATES.....	19
11. INCORPORATION BY REFERENCE.	20
11.1. Recitals.	20
11.2. Exhibits.	20
12. APPLICABLE LAW.	20
13. NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY BENEFICIARY.	20
14. ENCUMBRANCES AND RELEASES ON REAL PROPERTY.....	20
14.1. Discretion to Encumber.....	20
14.2. Entitlement to Written Notice of Default.....	20
14.3. Property Subject to Pro Rata Claims.....	21
15. BINDING EFFECT.	21
15.1. Entirety of Owner Property.....	21
15.2. Owner Property and Agreement Remain Linked.....	21
15.3. Assignment; Notice; City Consent.....	21
16. TERMS AND CONSTRUCTION.....	22
16.1. Severability.	22
16.2. Entire Agreement.....	22

TABLE OF CONTENTS (cont'd)

	<u>Page</u>
16.3. Authority; Counterpart Signature Pages.	22
16.4. Time.....	23
16.5. Notices.	23
16.6. Construction, Number and Gender.....	24
17. INDEMNIFICATION.	24
18. RECORDATION BY CITY CLERK.	24

EXHIBITS

EXHIBIT A	LEGAL DESCRIPTION
EXHIBIT B	VICINITY MAP
EXHIBIT C	EXISTING DEVELOPMENT IMPACT FEES
EXHIBIT D	EXISTING DEVELOPMENT APPROVAL – TTM No. 32129

DEVELOPMENT AGREEMENT
BY AND AMONG THE CITY OF LAKE ELSINORE (“CITY”)
AND
THREE STRANDS PROPERTIES, LLC, SPECTRUM COMMUNITIES, LLC,
AND DONALD S. CLURMAN (“OWNER”)

**(Pursuant To Government Code
Sections 65864 -65869.5)**

This Development Agreement (“Agreement”) is entered into on _____, 2019, between Three Strands Properties, LLC, a California limited liability company, Spectrum Communities, LLC, a California limited liability Company and Donald S. Clurman, an individual (collectively, “Owner”), and the City of Lake Elsinore, a California municipal corporation (“City”). Owner and City are sometimes singularly referred to herein as a “Party” and are collectively referred to herein as the “Parties.”

RECITALS

A. All initially-capitalized words, terms, and phrases used, but not otherwise defined, in the Recitals shall have the meanings assigned to them in Section 1 of this Agreement, unless the context clearly indicates otherwise.

B. 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 Act,” Government Code Sections 65864 through 65869.5. The Development Agreement Act authorizes the City to enter into an agreement with any person having a legal or equitable interest in real property regarding the future development of such property and to vest certain development rights therein.

C. Pursuant to the Development Agreement Act, the City Council adopted Ordinance No. 996 (1995) as amended by Ordinance No. 1393 (2018) establishing procedures and requirements for consideration of development agreements as set forth in LEMC Chapter 19.12 (collectively, the “Development Agreement Ordinance”).

D. Owner owns approximately 10.66 acres of residentially zoned property located approximately two miles northeast of the Interstate 15/State Highway 74 (Central Avenue) interchange, at the southern end of Trellis Lane, south of Sharon Street (Assessor Parcel Numbers 347-110-021 and 347-581-008 in the City of Lake Elsinore (collectively, the “Owner Property”). The parcels of land comprising the Owner Property are more particularly described in the Legal Description (Exhibit “A”) and depicted on the Vicinity Map (Exhibit “B”).

E. Pursuant to applicable City regulations, Owner applied for and obtained certain land use entitlements for the Owner Property, including Zone Change No. 2004-01 and Tentative Tract Map (TTM) No. 32129 together with discretionary extensions to TTM No. 32129 approved by the City Council on October 24, 2006, October 13, 2015 and March 28, 2017, (collectively, the “Existing Development Approvals”) to develop a single-family residential

project consisting of 27 single family residential lots, 6 open space lots, and a water quality basin commonly known as the Rosetta View Estates (the “Project”).

F. Pursuant to the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.), the State Guidelines for Implementation of the California Environmental Quality Act (California Code of Regulations, Sections 15000 et seq.) (collectively, “CEQA”), and the City’s procedures for implementing the State CEQA Guidelines, the City prepared Mitigated Negative Declaration (MND) No. 2004-05 adopted by the City Council on October 12, 2004 for the Project. Based on the evidence and testimony presented to the City Council in connection with this Agreement, the City Council finds that this Agreement will not have a significant effect on the environment and no new environmental documentation is necessary because all potentially significant effects have been adequately analyzed in Mitigated Negative Declaration (MND) No. 2004-05. All potentially significant impacts have been avoided or mitigated pursuant to Mitigated Negative Declaration (MND) No. 2004-05 and none of the conditions described in Section 15162 exist.

G. On October 1, 2019, the City of Lake Elsinore Planning Commission held a duly noticed public hearing to consider Owner’s application for this Agreement and recommended to the City Council approval of this Agreement.

H. On October 8, 2019, the City Council held a duly noticed public hearing to consider this Agreement and found and determined that this Agreement (a) is consistent with the objectives, policies, general land uses and programs specified in the City’s General Plan and any applicable specific plan; (b) is compatible with the uses authorized in, and the regulations prescribed for the Owner Property and the surrounding area and will not adversely affect the orderly development of Owner Property or the preservation of property values; (c) is in conformity with public convenience, general welfare and good land use practices; (d) will have an overall positive effect on the health, safety and welfare of the residents of and visitors to the City; and (e) constitutes a lawful, present exercise of the City’s police power and authority under the Development Agreement Act and Development Agreement Ordinance.

I. Based on the findings set forth in Recital H, the City Council entered into this Agreement pursuant to and in compliance with the requirements of the Development Agreement Act and the Development Agreement Ordinance; and did therefore, in approving this Agreement introduce for first reading Ordinance No. __ (the “Enabling Ordinance”). On October 22, 2019 the City Council conducted the second reading of the Enabling Ordinance thereby approving this Agreement, to become effective thirty (30) days after the adoption thereof which date is November 21, 2019 (the “Effective Date”).

NOW, THEREFORE, in consideration of the mutual terms, obligations, promises, covenants and conditions contained herein and for other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, and each of them, agree as follows:

AGREEMENT

1. DEFINITIONS.

1.1. “Agreement” means this Development Agreement.

1.2. “Applicable Rules” means this Agreement, the Existing Development Approvals, the Existing Land Use Regulations, the Existing Development Impact Fees, the Development Agreement Act, and the Development Agreement Ordinance.

1.3. “Building Codes” means standard uniform codes adopted by the City governing construction, including without limitation, the Housing Code, Building Code, the Energy Code, the Green Building Code, the Plumbing Code, the Electrical Code, the Mechanical Code, and the Fire Code (including amendments thereto by the Riverside Fire Authority), as modified and amended by official action of the City as set forth in Title 15 of the LEMC as may be amended from time to time.

1.4. “CEQA” is defined in Recital F, above.

1.5. “City” means the City of Lake Elsinore, a municipal corporation.

1.6. “City Council” means the duly elected City Council of the City.

1.7. “City Manager” means the City Manager of the City and his or her authorized designees.

1.8. “Conditions of Approval” mean the conditions of approval imposed by the City Council in connection with approval of the Existing Development Approvals attached hereto as Exhibit “D” and the conditions of approval adopted by the City in connection with any and all Subsequent Approvals which conditions shall be affixed to this Agreement as an addendum to Exhibit “D.”

1.9. “Dedication” and “Dedicate” shall mean Owner’s grant of real property or an interest therein to the City or another governmental, public agency or non-profit entity for a public purpose, including, without limitation, dedication of right-of-way to the City for public road improvements together with construction, drainage and slope easements associated therewith.

1.10. “Development” means the construction and/or installation of structures, improvements and facilities on the Owner Property as set forth in this Agreement including, without limitation, grading, the construction of infrastructure and public facilities (whether located within or outside the Owner Property), the construction of buildings and the installation of landscaping.

1.11. “Development Agreement Act” means Government Code Sections 65864 through 65869.5.

1.12. “Development Agreement Fee” is defined in Section 3.2.3.

1.13. “Development Agreement Ordinance” means Ordinance No. 996 pursuant to which the City has adopted procedures and requirements for considering, approving and administering development agreements as codified in Section 19.12.005, *et seq.* of the LEMC and as may be amended from time to time.

1.14. “Development Exaction” shall mean and include Development Impact Fees, Dedications, Reservations, and any other obligation to pay money, construct facilities, or provide land as a condition of Development or of obtaining a Development Approval.

1.15. “Development Impact Fees” means any impact fees, linkage fees, or exactions, and other similar impact fees or charges (whether collected as a condition to issuance of grading and/or building permits, or otherwise) imposed by the City on and in connection with Development pursuant to Existing Land Use Regulations. Development Impact Fees do not include (a) Processing Fees and Charges; (b) impact fees, linkage fees, exactions, assessments or fair share charges or other similar fees or charges imposed by other governmental entities regardless of whether the City is required to collect or assess such fees pursuant to applicable laws (e.g., school district impact fees pursuant to Government Code Section 65995), or (c) general or special taxes and assessments.

1.16. “Effective Date” means the date this Agreement and the Enabling Ordinance approving this Agreement become effective as defined in Recital I, subject to the conditions precedent set forth in Section 5.1.

1.17. “Enabling Ordinance” is defined in Recital I.

1.18. “Existing Development Approvals” means Zone Change No. 2004-01 and Tentative Tract Map (TTM) No. 32129 together with discretionary extensions to TTM No. 32129 approved by the City Council on October 24, 2006, October 13, 2015 and March 28, 2017, and any other entitlement relating to the Development of the Owner Property approved by the City prior to the Effective Date in compliance with CEQA and subject to the Conditions of Approval and the City Council’s findings and determinations with respect thereto.

1.19. “Existing Development Impact Fees” means the Development Impact Fees in effect as of the Effective Date to be imposed on the Development of the Owner Property during the Term as set forth and in accordance with Exhibit “C”.

1.20. “Existing Land Use Regulations” means the Land Use Regulations in effect as of the Effective Date applicable to the Development of the Owner Property during the Term except as otherwise provided by the Reserved Powers set forth in Section 4.3 *et seq.*

1.21. “Government Code” means the California Government Code.

1.22. “Indemnitees” means the City and its elected and appointed officials, employees, volunteers, agents, and representative.

1.23. “Land Use Regulations” means the City General Plan, applicable specific plan(s), and all ordinances, resolutions, codes, rules, regulations and official policies of the City adopted by ordinance or resolution governing the development and use of land, including zoning, permitted uses, density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, design, improvement and construction standards and specifications, and the provisions for Development Exactions. “Land Use Regulations” does not include any City ordinance, resolution, code, rule, regulation or official policy, governing: (a) the conduct of

businesses, professions, and occupations except subdivisions; (b) taxes and assessments; (c) the control and abatement of nuisances; and/or (d) the exercise of the power of eminent domain.

1.24. "Law" means any official legislative enactment of a governmental agency, public body, or court that binds the Parties. "Laws" shall include but not be limited to case law, constitutional provisions, statutes, ordinances, initiatives, resolutions, policies, orders, rules, and regulations. A matter is a Law regardless of whether it was imposed by a legislative body (such as the City Council or State Legislature), an administrative agency (such as the Public Utilities Commission), the electorate (as by initiative or referendum), court (by judgment, order or opinion), or any other official body (such as the Planning Commission), and regardless of whether it is federal, state, or local.

1.25. "LEMC" means the Lake Elsinore Municipal Code as amended from time to time.

1.26. "Owner" means collectively Three Strands Properties, LLC, a California limited liability company, Spectrum Communities, LLC, a California limited liability Company and Donald S. Clurman, an individual and their permitted successors in interest to the Owner Property, and/or permitted assignees of Owner's rights under this Agreement.

1.27. "Owner Property" means the real property which is the subject of this Agreement and which is described in Recital D, and more particularly described in Exhibit "A" attached hereto and incorporated by this reference.

1.28. "Parties" means the Owner and the City.

1.29. "Periodic Review" is defined in Section 6.1.

1.30. "Processing Fees and Charges" means all processing fees and charges required by the City in connection with new construction, including, but not limited to, Development Approval application fees, plan-check and inspection fees, fees for monitoring compliance with any Development Approval or for monitoring compliance with environmental impact mitigation measures. "Processing Fees and Charges" shall not include Development Impact Fees or Development Exactions.

1.31. "Reservation" means the setting aside of land for future public use, without any legal right, title or interest being conveyed other than the promise to convey an interest upon payment of fair market value for such land.

1.32. "Reserved Powers" means the rights and authority excluded from the assurances and rights provided to Owner under this Agreement and reserved to the City under Section 4.3 of this Agreement.

1.33. "Subsequent Approvals" shall mean and include any future entitlements, including residential design review and any land use permits, variance, conditional use permit, building permits, grading permits, encroachment permits, landscape and signage plan, subdivision tract maps, parcel maps, lot line adjustments, and other similar permits, required in

connection with the Development of the Owner Property approved by the City in compliance with CEQA and the City Council's findings and determinations with respect thereto.

1.34. "Term" is defined in Section 5.1.

2. DEVELOPMENT OF THE OWNER PROPERTY.

2.1. Uses.

The Owner Property may be used in accordance with the Existing Development Approvals, all Subsequent Approvals, and the Existing Land Use Regulations.

2.2. Intensity.

Permitted density and intensity of use vested hereby shall be the maximum permitted by the Existing Development Approvals, all Subsequent Approvals, and the Existing Land Use Regulations.

2.3. Size.

The maximum height and size of buildings vested hereby shall be as set forth in the Existing Development Approvals, all Subsequent Approvals, and the Existing Land Use Regulations.

2.4. Slopes.

The City shall encourage and allow the use of the latest technology for spray seeding and drip irrigation of slopes consistent with applicable Laws.

2.5. Term(s) of Map(s) and Other Project Approvals.

2.5.1. Tentative Subdivision Map Extensions and Modifications.

In accordance with Government Code §66452.6(a)(1), Tentative Tract Map No. 32129 and all tentative subdivision maps or tentative parcel maps, whether vesting or not, which may be approved by the City in connection with Development of the Owner Property, shall be granted an extension of time for the greater of the Term of this Agreement (in which case no such extension application to extend the expiration date of the tentative map need be filed) or such time approved in accordance with State law or the Existing Land Use Regulations.

To the extent permitted by applicable Laws, including the Subdivision Map Act (Government Code §66410 *et seq.*), minor modifications to existing tentative tract maps shall be reviewed by the City Engineer or Community Development Director without a public hearing for matters such as moving streets, changes to pad elevations, re-alignment and loss of lots, and related changes that do not increase the number of lots, when such changes are required for compliance with (i)WQMP or drainage related re-design

requirements, (ii) MSHCP feasibility reconfiguration, (iii) fire department requirements and/or (iv) other applicable Laws.

2.5.2. Other Development Approvals.

To the extent permitted by applicable Laws, including Government Code Section 65863.9, Existing Development Approvals and Subsequent Development Approvals issued by the City other tentative subdivision maps or tentative parcel maps in conjunction with Tentative Tract Map No. 32129 or for the Development of the Owner Property shall automatically be extended for the term of such tentative map. Pursuant to Section 2.5.1, those terms shall be the same as the Term of this Agreement.

2.6. Timing of Development.

In order to avoid the result in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), the City and Owner agree that Owner shall have the right, without obligation, to develop the Project in such order and at such rate and times as Owner deems appropriate within the exercise of its subjective business judgment, subject only to the Existing Development Approvals. Furthermore, the City shall not (whether by City Council action, initiative or otherwise) limit the rate or timing of Development of the Owner Property except as expressly authorized by the Existing Development Approvals. Nothing in this section shall be construed to limit the City's right to require that Owner timely provide all Reservations, Dedications and public improvements in accordance with the Existing Development Approvals and this Agreement.

3. DEVELOPMENT EXACTIONS.

3.1. Reservations, Dedications and Improvements.

Reservations and Dedications and the provision of improvements and facilities for public purposes shall be those, and only those, required by the Conditions of Approval adopted by the City in connection with the Existing Development Approvals any and all Subsequent Approvals, the Existing Land Use Regulations, and/or this Agreement, including dedication to City of a fee interest in a public right of way located on the Owner Property together with construction, slope and drainage easements as required by City in connection therewith.

3.2. Owner's Obligation to Pay Fees.

During the Term of this Agreement, Owner shall pay all Existing Development Impact Fees as set forth and in accordance with Exhibit "C," and all Processing Fees and Charges imposed by City and any other fees and charges imposed by any other regulatory agency with jurisdiction over the Owner Property within the time and in the manner prescribed by such agency or the City, and shall receive such credits and/or reimbursements for improvements constructed in accordance with the provisions set forth in the LEMC or financing district agreement and as set forth in this Agreement.

3.2.1. Development Impact Fee Lock.

Owner acknowledges that, in the absence of this Agreement, the Development of the Owner Property would be subject to all Development Impact Fees in place at the time any building permits are issued by the City, or as otherwise required by the LEMC. As consideration for the Owner's obligations hereunder and the benefits to the City, commencing on the Effective Date and continuing during the Term of this Agreement, the Development Impact Fees imposed by the City with respect to the Development of the Owner Property shall be the categories of Existing Development Impact Fees as described and set forth in Exhibit "C", which is attached hereto and incorporated herein, which represent a negotiated continuation of the amounts under the Development Impact Fee schedule in effect upon the Effective Date. During the five-year period commencing on the Effective Date (the "Development Impact Fee Lock"), the Existing Development Impact Fees imposed by the City on the Development of the Owner Property may not be increased by any means from the amounts shown on Exhibit "C", including any annual adjustments or nexus studies.

3.2.2. Fixed Annual Adjustment.

Upon expiration of the Development Impact Fee Lock, Development of the Owner Property shall be subject to the Existing Development Impact Fees shown on Exhibit "D" adjusted by a three percent (3%) annual increase, but no new categories of Development Impact Fees may be imposed during the Term of this Agreement.

3.2.3. Non-Vested Development Impact Fees.

Notwithstanding the provisions of Section 3.2.1 and 3.2.2, the following Development Impact Fees are not vested by this Agreement and the Development Impact Fee Lock and the three percent (3%) fixed annual adjustment shall not apply to: (i) Drainage District Fees pursuant to LEMC Chapter 16.72 as may be amended from time to time, (ii) Western Riverside County Transportation Uniform Mitigation Fee (TUMF) Program Fees pursuant to LEMC Chapter 16.83 as may be amended from time to time, and (iii) Local Development Mitigation Fees pursuant to the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP") and LEMC Chapter 16.85 as may be amended from time to time, and (iv) any other fee levied by any agency other than the City as noted in Exhibit "C". Throughout the Term of this Agreement, such non-vested Development Impact Fees shall be paid at the prevalent rate in effect as of the date such Development Impact Fees are due.

Upon expiration of the Term, or earlier termination of this Agreement pursuant to Section 5.2, Development of the Owner Property shall be subject to any and all Development Impact Fees and Development Exactions imposed by the City in accordance with any applicable Law and/or the LEMC as amended from time to time. Nothing in this Agreement is intended to prevent the imposition of fees or other exactions by any governmental entity not affiliated with the City.

3.2.4. Initial Development Agreement Fee.

Pursuant to City Municipal Code Section 19.12.170, Owner shall pay City Thirteen Thousand Five Hundred Dollars (\$13,500) (the "Initial Development

Agreement Fee”). Payment of the Initial Development Agreement Fee shall be made within thirty (30) days from the Effective Date. Failure to timely pay the Initial Development Agreement Fee shall be deemed a material breach and result in automatic termination of this Agreement pursuant to Section 5.2.

3.2.5. Development Agreement Fee.

Upon application for each residential dwelling unit building permit constructed in the Project, Owner shall, at the time of issuance of such building permit, pay to City a Development Agreement Fee in the amount of Five Thousand Seven Hundred Dollars (\$5,700) per unit (“Development Agreement Fee”). The Development Agreement Fee shall be deposited by City into a capital facilities fund to be used toward the construction of capital facilities as determined by City in its sole and absolute discretion. Owner’s obligation to pay the Development Agreement Fee shall survive termination of this Agreement.

3.3. Participation in CFD 2015-1 and CFD 2015-2.

Owner agrees to annex the Owner Property into City of Lake Elsinore Community Facilities District No. 2015-1 (Law Enforcement, Fire and Paramedic Services) (“CFD No. 2015-1”) or into such successor district formed to fund law enforcement, fire and paramedic services pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, and to pay any special taxes associated therewith to offset the annual negative fiscal impacts of the Owner’s project on public safety operations in the City. For information purposes only, the special tax rate in effect in Community Facilities District No. 2015-1 as of the Effective Date is approximately Seven Hundred Seventy and 53/100 Dollars (\$770.53) per year for each single-family residence and Four Hundred Seventy-One and 32/100 Dollars (\$471.32) per year for each multi-family residential unit, subject to an automatic annual adjustment each July 1 equal to the greater of i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles-Riverside-Orange County (1982-84=100) since the beginning of the preceding fiscal year, or ii) four percent (4%). Special taxes shall be levied on a parcel-by-parcel basis, commencing at the time of issuance of building permits for the Owner Property. The Owner may propose alternative equivalent financing mechanisms to fund the annual negative fiscal impacts of the Development on the Owner Property with respect to Law Enforcement, Fire and Paramedic Services the sufficiency of which shall be evaluated by the City Manager. Owner shall make a non-refundable deposit of Fifteen Thousand Dollars (\$15,000), or at the current rate in place at the time of annexation, toward the cost of annexation, formation or other mitigation process, as applicable.

Owner agrees to annex the Owner Property into City of Lake Elsinore Community Facilities District No. 2015-2 (Maintenance Services) (“CFD No. 2015-2”) or such successor district formed to fund the on-going operation and maintenance of the (i) public right-of-way, including street sweeping, (ii) the public right-of-way landscaped areas and parks to be maintained by the City; and (iii) for street lights in the public right-of-way for which the City will pay for electricity and maintenance, including streets, parkways, open space and public storm drains constructed within the Owner Property and federal NPDES requirements pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, and to pay any special taxes associated therewith to fund such on-going operation and maintenance costs to offset the annual

negative fiscal impacts of the Owner's project. The special tax shall be levied on a parcel-by-parcel basis, commencing at the time of issuance of building permits for the Owner Property subject to an automatic annual adjustment each July 1 equal to the greater of i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles-Riverside-Orange County (1982-84=100) since the beginning of the preceding fiscal year, or ii) two percent (2%). The Owner may propose alternative equivalent financing mechanisms to fund the annual negative fiscal impacts of the Development on the Owner Property with respect to Maintenance Services the sufficiency of which shall be evaluated by the City Manager. Fulfillment of applicable Maintenance Services by a homeowner's association under CC&R's for the Owner Property are an acceptable means of equivalent financing mechanism for Maintenance Services; provided however, that the annexation to CFD No. 2015-2 or into such successor district shall be complete, the obligations established thereunder shall remain dormant and special taxes shall not be levied pursuant thereto unless and until activated by the City upon a determination that the homeowner's association has defaulted in its obligation to satisfactorily perform the Maintenance Services. Owner shall make a non-refundable deposit of Fifteen Thousand Dollars (\$15,000), or at the current rate in place at the time of annexation, toward the cost of annexation, formation or other mitigation process, as applicable.

Notwithstanding the foregoing, if all or any portion of the Owner Property is already annexed into an existing services community facilities district or other financing district for Law Enforcement, Fire and Paramedic Services or Maintenance Services which overlaps with CFD 2015-1 and/or CFD 2015-2 as to services to be funded, City shall assist Owner in having such CFD dissolved and shall pay the administrative costs of de-annexation from such other financing district in order to enable Owner to annex into CFD 2015-1 and/or CFD 2015-2 to avoid duplication of services.

3.4. Financing of Public Facilities; Future CFDs.

City, in cooperation with and at the request of Owner and submittal of the requisite application and formation deposit (including deposit for any non-contingent professional services related to the issuance of bonds), shall initiate and use its commercially reasonable and diligent efforts to cause the City to establish a Mello-Roos Community Facilities District ("CFD") to finance public improvements and facilities to be constructed and installed in conjunction with the Development of the Owner Property in accordance with the provisions of the Mello-Roos Community Facilities Act of 1982 (Government Code §53311 *et seq.*), as amended ("Mello Roos Act").

The parameters of the CFD(s) shall be as follows or as otherwise required to meet minimum requirements of California law or City policy, as the same may be amended from time to time: (i) a minimum value-to-lien ratio of 3 to 1; (ii) a total effective tax rate (taking into account all ad-valorem taxes, assessments, and special taxes expected to be levied on the end-user, including potential participation by other public agencies by way of a joint community facilities agreement for facilities and/or fees of such other public agencies) not to exceed two percent (2%) of the estimated residential home prices at the time of CFD formation; provided that the City in its sole discretion may impose in the rate and method of apportionment appropriate provisions to reduce taxes at bond issuance to below 2% or reduce the amount of bonds issued in order to ensure tax rates not above 2%; (iii) a debt service coverage ratio equal to

110% (unless adequate credit enhancement is provided to the reasonable satisfaction of the City to allow for a lower ratio); (iv) an annual escalator on the CFD special tax and debt service not to exceed two percent (2%) per year (and subject to appropriate increases in the special tax upon defaults by other properties within the CFD); and (v) administrative expenses shall not exceed Thirty-Five Thousand Dollars (\$35,000) per year, adjusted annually by the greater of i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles-Riverside-Orange County (1982-84=100) since the beginning of the preceding fiscal year, or ii) two percent (2%).

The City shall at all times have discretion as to factors relating to the issuance of bonds in the prudent management of the issuance of tax-exempt securities under laws and conditions then applicable, including, but not limited to, then-applicable marketing conditions and sound municipal financing practices. Prior to the issuance of any CFD bonds, the CFD shall levy special taxes on all parcels of developed property (as defined in the applicable rate and method of apportionment) at the assigned special tax rates and use such funds to pay for the costs of administering the CFD and for the costs of acquiring eligible public improvements or funding Existing Development Impact Fees (as provided for in the applicable rate and method of apportionment and CFD formation documents). The City and Owner agree that the first priority for funding from the proceeds of special taxes and bonds pursuant to such facilities CFDs shall be reimbursement for eligible public improvements; provided, however that the City agrees that payment of Existing Development Impact Fees shall be eligible for CFD funding so long as the City has a reasonable expectation of expending bond proceeds on the corresponding public improvements within three years of the receipt of such funds. In addition, the City agrees to provide reasonable cooperation with other public agencies and to exercise reasonable discretion in evaluating proposed joint community facilities agreement(s) for facilities and/or fees of such other public agencies.

3.5. Compliance with Laws.

Owner shall carry out the design and construction of public improvements in conformity with all applicable Laws, including without limitation, public bidding and construction requirements in accordance with applicable City requirements, the California Public Contracts Code, and the California Labor Code.

3.5.1. Public Works Requirements.

Owner shall design and (as applicable) construct all public improvements required in the Conditions of Approval in conformity with all applicable federal and state labor Laws (including, without limitation, the requirements under California law to pay prevailing wages and to hire apprentices and all applicable public bidding requirements). The City and Owner acknowledge and agree that the construction and installation of public improvements shall be considered "public works" pursuant to Labor Code Section 1720, *et seq.* Owner agrees that, with respect to the construction and installation of public improvements, Owner and its contractors and subcontractors shall pay prevailing wages and employ apprentices in compliance with Labor Code Section 1770, *et seq.*, and shall be responsible for the keeping of all records required pursuant to Labor Code Section 1776, complying with the maximum hours requirements of Labor Code Sections 1810 through 1815, and complying with all regulations and

statutory requirements pertaining thereto. Upon the periodic request of the City, Owner shall certify to the City that it is in compliance with these requirements.

3.5.2. Prevailing Wage Indemnification.

Owner shall indemnify, protect, defend and hold harmless the Indemnitees, with counsel reasonably acceptable to the City, from and against any and all loss, liability, damage, claim, cost, expense and/or "Increased Costs" (including reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) which, in connection with the Development, results or arises from the following: (1) the noncompliance by Owner of any applicable Law, including, without limitation, any applicable federal and/or State labor Laws (including, without limitation, if applicable, the requirement to pay State prevailing wages and to hire apprentices); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar Law; and/or (3) failure by Owner to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar Law. It is agreed by the Parties that, in connection with the Development, including, without limitation, any and all public works (as defined by applicable Law), Owner shall bear all risks of payment or non-payment of prevailing wages and hiring of apprentices under California Law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar Law. "Increased Costs," as used in this Section 3.6.2, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing obligations set forth in this Section 3.6.2 shall survive termination of this Agreement and shall terminate upon the expiration of all statutes of limitation applicable to claims with respect to which Owner is required to indemnify the Indemnitees pursuant to this Section 3.6.2.

4. VESTED RIGHTS.

4.1. Consideration.

The City has determined that entry into this Agreement will further the goals and objectives of the City's land use planning policies by eliminating uncertainty in planning for the orderly Development of the Owner Property. The City has further determined by entering into this Agreement and relying thereon, the City is securing certain public benefits which help to contribute funding to future capital facilities for existing and future homeowners, and enhance the public health, safety and welfare of existing and future City residents.

In exchange for these benefits to the City and its residents, the Owner wishes to receive the assurances of certain vested rights related to land use, development and various fee and improvement matters so that the Owner may, subject to the Reserved Powers and except as otherwise provided in this Agreement, proceed to develop the Owner Property in accordance with the Applicable Rules.

The assurances provided by the City and the Owner to each other in this Agreement are provided pursuant to and as permitted by the Development Agreement Act and the Development Agreement Ordinance, are bargained and in consideration for the undertakings of the Parties and are intended to be and have been relied upon by the Parties.

4.2. Development of the Owner Property.

During the Term, Owner shall have the vested right to develop and use the Owner Property subject to the terms and conditions of the Applicable Rules and any and all Subsequent Approvals as set forth in this Agreement and subject to the Reserved Powers. The Parties agree and acknowledge that this Agreement itself does not authorize Owner to undertake any Development of the Owner Property nor does this Agreement require the City to approve any Subsequent Approval; provided, however, except as otherwise set forth in this Agreement, the City shall process any Subsequent Approval in accordance with the Existing Land Use Regulations and this Agreement. In the event of conflict between the Existing Development Approvals and this Agreement, this Agreement shall prevail.

4.3. Reserved Powers.

Although the Existing Land Use Regulations and Existing Development Impact Fees will govern Development of the Owner Property, this Agreement will not prevent and shall not be construed to limit the authority of City to apply new rules, regulations and policies set forth in this Section 4.3 *et seq.* ("Reserved Powers") in connection with the Development of the Owner Property.

4.3.1. Processing Fees and Charges.

Processing Fees and Charges as defined in Section 1.37 shall be paid by Owner at the prevalent rate at the time of payment.

4.3.2. Procedural Regulations.

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

4.3.3. Building Codes.

Regulations policies and rules governing engineering and construction standards and specifications including without limitation, the Building Codes as defined in Section 1.3 and similar codes and any local amendments adopted by the City.

4.3.4. Non-Conflicting Regulations.

New, rules, regulations and policies which do not conflict with the Existing Land Use Regulations. The term "do not conflict" means new rules, regulations, policies which: (a) do not modify the permitted land uses, the density or intensity of use, the phasing or timing of development, the maximum height and size of proposed buildings on the Owner Property, provisions for dedication of land for public purposes and Development Exactions, except as expressly permitted elsewhere in this Agreement, and standards for design, development and construction on the Owner Property; (b) do not prevent Owner from obtaining any Subsequent Approvals, including, without limitation, all necessary approvals, permits, certificates, and the like, at such dates and under such circumstances as Owner would otherwise

be entitled pursuant to the Existing Land Use Regulations; or (c) do not prevent Owner from commencing, prosecuting, and finishing grading of the land, constructing public and private improvements, and occupying the Owner Property, or any portion thereof, all at such dates and schedules as Owner would otherwise be entitled to do so by Development Approvals, Subsequent Approvals, and the Existing Land Use Regulations.

4.3.5. Certain Conflicting Regulations.

Regulations which are in conflict with the Existing Land Use Regulations if the application of such regulations to the Development of the Owner Property has been consented to in writing by the Owner.

4.3.6. Regulations Needed to Protect the Health and Safety.

Any City ordinance, resolution, regulation, or official policy which is reasonably necessary to protect persons from conditions dangerous to their health and/or safety; provided that any such regulations must constitute a valid exercise of the City's police power, applied and enforced in a uniform, consistent and nondiscriminatory manner.

4.3.7. Regulations by Other Public Agencies.

The Parties acknowledge that other public agencies, not within the control of the City, possess authority to regulate aspects of Development separately from the City. This Agreement does not limit the authority of such other public agencies. Nothing contained in this Agreement shall be construed as limiting, in any way, the authority of such other public agencies to impose any new or increased development impact fees or other fees or charges, even though such impositions may be collected by the City.

4.3.8. Increases in Existing Development Impact Fees.

During the Term, Owner shall pay only Existing Development Impact Fees in accordance with Exhibit "C" and as set forth in Sections 3.2.1, 3.2.2, 3.2.3 and 3.2.5.

4.3.9. General and Special Taxes.

Owner shall pay general or special taxes, including but not limited to, property taxes, sales taxes, transient occupancy taxes, business taxes, which may be applied to the Owner Property or to businesses occupying the Owner Property; provided, however, that the tax is of general applicability Citywide and does not burden the Owner Property disproportionately when compared to the development of other residential uses within the City. Nothing in this Agreement prohibits the adoption and application of a CFD special tax requested by the Owner and approved by the City in accordance with Section 3.5 of this Agreement.

4.3.10. End Users.

Laws of the City that impose, levy, alter or amend fees, charges, or Land Use Regulations relating solely to post-Development conduct of consumers or end users,

such as, without limitation, trash can placement, service charges and limitations on vehicle parking, so long as those later enactments are applied and enforced in a uniform, consistent and non-discriminatory manner and do not impair Owner's vested rights to develop the Owner Property consistent with the Applicable Rules.

4.4. Subsequent Actions and Approvals.

The City shall accept and process with reasonable promptness all completed applications for any Subsequent Approval (including tentative and final tract maps, improvement plans, and decisions relating to the design and location of public capital facilities on Owner Property) in accordance with the Existing Land Use Regulations; provided, however, this Agreement will not prevent the City, in subsequent actions applicable to the Owner Property, from applying new rules, regulations and policies which do not conflict with the Existing Land Use Regulations, nor will this Agreement prevent the City from denying or conditionally approving any Subsequent Approval on the basis of such Existing Land Use Regulations or such new rules, regulations or policies. Subsequent Approvals shall, upon approval and as may be amended from time to time, become part of the Applicable Rules and the Owner shall have a "vested right," as that term is defined under California law, in and to such Subsequent Approvals by virtue of this Agreement.

4.5. State and Federal Laws.

If State or Federal laws or regulations enacted after the Effective Date hereof, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement will be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however that this Agreement will remain in full force and effect to the extent it is not inconsistent with such State or Federal laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

4.6. Police Power and Taxing Power.

The City will not impose, or enact any additional Development Exactions, Conditions of Approval or regulations through the exercise of either the police power or the taxing power with respect to the Development of the Owner Property except as provided in the Existing Land Use Regulations or except as provided in the Reserved Powers set forth in Section 4.3 of this Agreement.

4.7. Supersedure by Subsequent Laws.

If any federal or state law, made or enacted after the Effective Date prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new law. Immediately after enactment or promulgation of any such new law, City and Owner shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. Owner and City shall have the right to challenge the new law preventing compliance with the terms of this Agreement, and in the event

such challenge is successful, this Agreement shall remain unmodified and in full force and effect. At Owner's sole option, the term of this Agreement may be extended for the duration of the period during which such new law precludes compliance with the provisions of this Agreement.

5. DURATION OF AGREEMENT.

5.1. Term.

This Agreement shall commence as of the Effective Date and, unless earlier terminated in accordance with Section 5.2 or another provision hereof, shall automatically expire on the seventh (7th) anniversary thereof (the "Term").

5.2. Termination.

This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events set forth in this Section 5.2 *et seq.*

a. Failure by Owner to pay the Initial Development Agreement Fee to the City in accordance with Section 3.2.3.

b. Expiration of the Term.

c. Entry of a final judgment setting aside, voiding or annulling the adoption of the Enabling Ordinance.

d. The adoption of a referendum measure overriding or repealing the Enabling Ordinance. Owner acknowledges that, pursuant to Article 2, Section 11 of the California Constitution and California Elections Code Section 9235, *et seq.* (collectively, the "Referendum Laws"), the electors of the City may, within thirty (30) days after adoption of the Enabling Ordinance, file a petition in accordance with Elections Code Section 9237 to require the City to either repeal such ordinance or hold an election to obtain voter approval of such Enabling Ordinance and this Agreement. In the event a valid referendum petition challenging the validity of the Enabling Ordinance is filed in accordance with the Referendum Laws, the City may, in its sole and absolute discretion, either (1) terminate this Agreement or (2) submit the Enabling Ordinance to the voters for approval in accordance with the Referendum Laws.

e. Termination of this Agreement based on any default of any Party and following the termination proceedings required by Section 9 *et seq.* of this Agreement.

5.3. Effect of Termination.

Termination of this Agreement pursuant to Section 5.2 will not affect any right or duty emanating from any then existing Development Approval and the Conditions of Approval related thereto with respect to the Owner Property, but the rights and obligations of the Parties under this Agreement will cease as of the date of such termination. If the City terminates this Agreement because of a default of the Owner, then the City will retain any and all benefits including, without limitation, money or land received by the City hereunder. Notwithstanding the foregoing, the obligations of Owner to pay the Development Agreement Fee as set forth in

3.2.4 and to indemnify the City as set forth in Section 17 shall survive any termination of this Agreement.

6. PERIODIC REVIEW; OPERATING MEMORANDA; AMENDMENT.

6.1. Periodic Review.

City shall review this Agreement annually ("Periodic Review") in accordance with the Development Agreement Ordinance, including LEMC Section 19.12.140 and the procedures set forth in LEMC Section 19.12.150, as may be amended from time to time. City shall notify Owner in writing of the date for review at least thirty (30) days prior thereto. During each Periodic Review, Owner shall demonstrate good faith compliance with the terms of this Agreement, and shall furnish such reasonable evidence of good faith compliance as the City Manager, in the exercise of his or her reasonable discretion, may require. Proof of good faith compliance could include, without limitation, evidence of payment of the Initial Development Agreement Fee, submittal by Owner to City of a final map, grading plan, design review or other application(s), and EVMWD plan check submittal. The burden of proof showing good faith compliance shall be on the Owner. Refusal to provide the required information shall be deemed prima facie evidence of violation of this Agreement. The City's failure to review the Owner's compliance with this Agreement, at least annually, will not constitute or be asserted by either Party as a breach by the other Party.

6.2. Operating Memoranda.

The provisions of this Agreement require a close degree of cooperation between the City and the Owner. The Development of the Owner Property may demonstrate that clarifications to this Agreement and the Existing Land Use Regulations are appropriate with respect to the details of performance of the City and the Owner. To the extent allowable by Law, the Owner shall retain a certain degree of flexibility as provided herein with respect to all matters, items and provisions covered in general under this Agreement, except for those which relate to the (i) term; (ii) permitted uses; or (iii) density or intensity of use. When and if the Owner finds it necessary or appropriate to make changes, adjustments or clarifications to matters, items or provisions not enumerated in (i) through (iii) above, the Parties shall effectuate such changes, adjustments or clarifications through operating memoranda (the "Operating Memoranda") approved by the Parties in writing which reference this Section 6.2. Operating Memoranda are not intended to constitute an amendment to this Agreement but mere ministerial clarifications; therefore public notices and hearings shall not be required. The City Manager shall be authorized, upon consultation with, and approval of, the Owner, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment to this Agreement which requires compliance with the provisions of Section 6.3 below.

6.3. Amendment.

Subject to the notice and hearing requirements of the Government Code, this Agreement may be modified or amended from time to time only with the written consent of

the Owner and the City or their successors and assigns in accordance with the provisions of the Development Agreement Ordinance and the Development Agreement Act.

7. COVENANT OF FURTHER ASSURANCES AND FAIR DEALING.

7.1. Further Assurances.

Each Party covenants on behalf of itself and its successors and assigns to take all actions and do all things, and to execute with acknowledgments or affidavits if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement. Each Party will take all necessary measures to see that the provisions of this Agreement are carried out in full.

7.2. Covenant of Good Faith and Fair Dealing.

Except as may be required by Law, neither Party will do anything which will have the effect of harming or injuring the right of the other Party to receive the benefits of this Agreement and each Party will refrain from doing anything which would render performance under this Agreement impossible or impractical. In addition, each Party will do everything which this Agreement describes that such Party will do.

8. PERMITTED DELAYS.

Any period of delay caused by acts of God; civil commotion; war; insurrection; riots; strikes; walk outs; picketing or other labor disputes; unavoidable shortages of materials or supplies; damages to work in progress by reason of fire, flood, earthquake or other casualty; litigation which prohibits or delays performance of the Agreement; moratoria; judicial decisions; or any other cause which is not within the reasonable control of the Parties may extend the duration of the Agreement. Each Party will promptly notify the other Party of any delay hereunder as soon as possible after the same has been ascertained, and the term of this Agreement will be extended by the period of any such delay. Any claim for delay must be presented within thirty (30) days of knowledge of the cause of such delay or any entitlement to time extension will be deemed waived. Notwithstanding the foregoing, in no event shall Owner be entitled to a permitted delay due to an inability to obtain financing or proceed with development as a result of general market conditions, interest rates, or other similar circumstances that make development impossible, commercially impracticable, or infeasible.

9. DEFAULT.

9.1. Events of Default.

Except for automatic termination pursuant to Section 5.2 and subject to any written extension of time by mutual consent of the Parties or permitted delays pursuant to the provisions of Section 8, the uncured failure of either Party to perform any material term or provision of this Agreement will constitute a default. On written notice to a Party of its failure of performance, such Party will have thirty (30) days to cure such failure of performance; provided, however that if the nature of the failure of performance is such that it cannot be cured within such period, then the diligent prosecution to completion of the cure will be deemed to be cure

within such period. Any notice of default given hereunder will be in writing and specify in detail the nature of the alleged default and the manner in which such default may be satisfactorily cured in accordance with this Agreement. During the time period herein specified for the cure of a failure of performance, the Party charged with such failure of performance will not be considered to be in default for purposes of termination of this Agreement or for purposes of institution of legal proceedings with respect thereto and, if the Owner is the Party that has failed to perform, then the City will not be excused from its performance under this Agreement during that period.

9.2. Remedies.

The Parties acknowledge and agree that the terms of this Agreement render ordinary remedies at law or equity inadequate for a breach of this Agreement. The Parties also acknowledge and agree that it would not be feasible or possible to restore the Owner Property to its natural condition once implementation of the Agreement has begun. Therefore, the Parties agree that upon default and expiration of any applicable cure period, the remedies available to the non-defaulting Party against a defaulting Party shall be limited to one or more of the following: injunctive relief, mandate (traditional and/or administrative), specific performance, and/or termination; provided, however, that in the event of any legal action involving or arising out of this Agreement, the prevailing Party will be entitled to recover from the losing Party, reasonable litigation expenses, attorneys' fees and costs incurred. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

9.3. No Waiver.

The failure by a Party to insist on the strict performance of any of the provisions of this Agreement by the other Party will not constitute a waiver of such Party's right to demand strict performance by such other Party in the future. All waivers must be in writing to be effective or binding on the waiving Party and no waiver will be implied from any omission by a Party to take action. No express written waiver of any default will affect any other default or cover any other period of time except that specified in such express waiver.

9.4. Right of Mortgagee To Cure.

Any lender for whom notice has been given pursuant to Section 14.2 shall have the same right to cure a default as Owner. The deadline for a lender to cure a default shall commence with the giving of a notice of default to that lender, rather than pursuant to notice sent to Owner.

10. ESTOPPEL CERTIFICATES.

Either Party may at any time, and from time to time, deliver written notice to the other Party, requesting that the other Party certify in writing to the knowledge of the certifying Party that: (a) this Agreement is in full force and effect and is a binding obligation of the certifying Party; (b) this Agreement has not been amended or modified, except as expressly identified; (c) no default in the performance of the requesting Party's obligations pursuant to

Agreement exists, except as expressly identified. A Party receiving a request hereunder will execute and return the requested certificate within thirty (30) days after receipt of the request.

11. INCORPORATION BY REFERENCE.

11.1. Recitals.

The Parties agree that Recitals A through K are true and correct, constitute a substantive part of this Agreement, are hereby incorporated by reference herein as though set forth in full and the Parties have materially relied upon them as such in their respective determinations to execute this Agreement.

11.2. Exhibits.

Each Exhibit to this Agreement is incorporated herein by reference as though fully set forth herein.

12. APPLICABLE LAW.

This Agreement will be construed and enforced in accordance with the laws of the State of California.

13. NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY BENEFICIARY.

The City and the Owner hereby renounce the existence of any form of joint venture or partnership between them and expressly agree that nothing contained herein or in any document executed in connection herewith will be construed as making the City and the Owner joint venturers or partners. It is understood that the contractual relationship between the City and the Owner is such that the Owner is an independent contractor and not an agent of the City. Furthermore, this Agreement is not intended or construed to create any third party beneficiary rights in any person who is not a party to this Agreement.

14. ENCUMBRANCES AND RELEASES ON REAL PROPERTY.

14.1. Discretion to Encumber.

The Parties agree that this Agreement will not prevent or limit the Owner in any manner, at the Owner's sole discretion, from encumbering the Owner Property, or any part of the same including, without limitation, improvement thereon, by any mortgage, deed of trust or other security device securing financing with respect to the Owner Property. The City further agrees that it will not unreasonably withhold its consent to any modification requested by a lender so long as the modification does not materially alter this Agreement to the detriment of the City.

14.2. Entitlement to Written Notice of Default.

Any lender of the Owner which has filed a written request with the City for notice of default by Owner will be entitled to receive written notification from the City of any

uncured default by the Owner in the performance of the obligations of the Owner under this Agreement.

14.3. Property Subject to Pro Rata Claims.

Any mortgagee or beneficiary which comes into possession of the Owner Property or any part thereof, pursuant to foreclosure of a mortgage or deed of trust, or deed in lieu of such foreclosure, will take the Owner Property or part thereof, subject to (i) any pro rata claims for payments or charges against the Owner Property or part thereof secured by such mortgage or deed of trust, which accrued prior to the time that such mortgagee or beneficiary comes into possession of the Owner Property or part thereof; and (ii) the terms and conditions of this Agreement, including payment of the Development Agreement Fee.

15. BINDING EFFECT.

15.1. Entirety of Owner Property.

All of the Property shall be and shall remain subject to this Agreement throughout the Term. All of the terms, provisions, covenants and obligations contained in this Agreement will be binding upon the Parties and their respective successors and assigns, and all other persons or entities acquiring all or any part of the Owner Property, and will inure to the benefit of such Parties and their respective successors and assigns.

15.2. Owner Property and Agreement Remain Linked.

Subject to Section 15.3, Owner shall have the right to sell, transfer or assign the Owner Property and its rights under the Agreement. However, any person acquiring any interest in the Owner Property shall do so subject to this Agreement. Conversely, no sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with a corresponding sale, transfer or assignment as to the Owner Property. If less than all of the Owner Property is sold, the new owner of that portion shall be responsible for all Development, including Dedications and the provision of public facilities, within that portion, and the Owner (or its successors as to the entire Owner Property) shall remain responsible for all such matters outside that portion of the Owner Property.

15.3. Assignment; Notice; City Consent.

The rights and obligations of Owner hereunder shall not be assigned or transferred, except that (a) transfers by Owner to an affiliated entity that takes title to all or a portion of Owner's Property and assumes Owner's future obligations hereunder with respect to such portion of the Owner's Property shall be permissible without consent of the City, provided Owner shall be released from its obligations under this Agreement only as to that portion of the Owner's Property that is subject to such sale, transfer or conveyance, and (b) on thirty (30) days written notice to City, including submittal of all documentation reasonably required by the City Manager to evaluate the assignee's financial resources, Owner may assign all or a portion of Owner's rights and obligations thereunder to any person or persons, partnership or corporation who purchases all or a portion of Owner's right, title and interest in the Owner Property, provided that (i) such assignee or grantee assumes in writing each and every obligation of Owner

hereunder yet to be performed which relates to the portion(s) of the Owner Property being assigned; and (ii) Owner obtains the consent of City through its City Manager to the assignment, which consent shall not be unreasonably withheld. Provided the Owner's thirty (30) day notice includes submittal of all documentation reasonably required by the City Manager to evaluate the assignee's financial resources and the assumption by the assignee or grantee, the consent of the City shall be deemed to occur upon the thirtieth (30th) day of the notice period unless within that period the City provides written notice withholding consent and explaining the reasons it is withholding consent. The notice to City shall include the identity of any such assignee, all documentation reasonably required by the City Manager to evaluate the assignee's financial resources, and a copy of the written assumption of the assignor's obligations hereunder pertaining to the portion assigned or transferred. After such notice and the receipt of such consent, the assignor shall have no further obligations or liabilities hereunder. If any assignee or transferee of a portion of the Owner Property breaches this Agreement, such breach shall not affect the rights and benefits of other assignees or transferees under this Agreement and City shall continue to perform its obligations under in this Agreement with respect thereto.

16. TERMS AND CONSTRUCTION.

16.1. Severability.

If any term, provision, covenant or condition of this Agreement is determined to be invalid, void or unenforceable by judgment or court order, than the remainder of this Agreement will remain in full force and effect, unless enforcement of this Agreement, as so invalidated, would be unreasonable or grossly inequitable under all the circumstances or would frustrate the stated purposes of this Agreement.

16.2. Entire Agreement.

This Agreement contains all the representations and constitutes the entire agreement between the City and the Owner. Any prior correspondence, memoranda, agreements, warranties or representations, oral or written, are superseded in total by this Agreement.

16.3. Authority; Counterpart Signature Pages.

Each individual signing this Agreement on behalf of City and Owner warrants and represents that he or she has full authority to execute the same on behalf of City and Owner, respectively, and that he or she is acting within the scope of his or her authority. Each Party further represents that it has the legal authority to enter into this Agreement and to perform all obligations under this Agreement.

For convenience, the signatures of the Parties may be placed and acknowledged on separate pages and, when attached to this Agreement, will constitute this document as one complete Agreement.

16.4. Time.

Time is of the essence of this Agreement and of each and every term and condition hereof.

16.5. Notices.

Any notice shall be in writing and given by delivering the same in person or by sending the same by registered, or certified mail, return receipt requested, with postage prepaid, by overnight delivery, or by facsimile or electronic transmission to the respective mailing addresses, as follows:

If to City: City of Lake Elsinore
130 S. Main Street
Lake Elsinore, CA 92530
Attn: City Manager Grant Yates
Facsimile: (909) 674-2392
Email: gyates@lake-elsinore.org

With a copy to: Leibold McClendon & Mann, PC
9841 Irvine Center Drive, Suite 230
Irvine, CA 92618
Attn: Barbara Leibold, Lake Elsinore City Attorney
Facsimile: (949) 585-6305
Email: barbara@ceqa.com

If to Owner: Three Strands Prop/Spectrum Communities
742 Summit Dr. #100
Laguna Beach, CA 92651
Attention:
Facsimile: _____
Email: _____

Donald S. Clurman
640 Diamond Street
Laguna Beach, CA 92651
Facsimile: _____
Email: _____

With a copy to:

Facsimile: _____
Email: _____

Either City or Owner may change its mailing address at any time by giving written notice of such change to the other in the manner provided herein at least ten (10) days prior to the date such change is effected. All notices under this Agreement shall be deemed given, received, made or

communicated on the earlier of the date personal delivery is effected or on the delivery date or attempted delivery date shown on the return receipt, air bill or facsimile.

16.6. Construction, Number and Gender.

This Agreement will be construed as a whole according to its common meaning and not strictly for or against either Party in order to achieve the objectives and purposes of the Parties hereunder. Whenever required by the context of this Agreement, the singular will include the plural and vice versa, and the masculine gender will include the feminine and neuter genders. In addition, “will” is the mandatory and “may” is the permissive.

17. INDEMNIFICATION.

The Owner shall defend (with counsel acceptable to the City), indemnify, and hold harmless the City, its officers, agents, employees, consultants, officials, commissions, councils, committees, boards and representatives (collectively referred to individually and collectively as “Indemnitees”) harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise out of the direct or indirect activities of the Owner with respect to the Development of the Owner Property, or arising out of or incident to any acts, omissions, negligence, or willful misconduct of Owner, its employees, contractors, or agents in connection with the performance of this Agreement. This indemnification excludes that portion of any claim to the extent caused by the sole negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Owner agrees to and will defend the Indemnities from any claim, action, or proceeding to attack, set aside, void, or annul an approval by Indemnitees concerning approval, implementation and construction of this Agreement or the Existing Development Approvals in connection with the Development of the Owner Property or any of the proceedings, acts or determinations taken, done, or made prior to the decision, or to determine the reasonableness, legality or validity of any condition attached thereto. The Owner's indemnification is intended to include, but not be limited to, damages, fees and/or costs awarded against or incurred by Indemnities and costs of suit, claim or litigation, including without limitation attorneys' fees, penalties and other costs, liabilities and expenses incurred by Indemnities in connection with such proceeding. City shall promptly notify Owner of any such claim, action or proceeding, and City shall cooperate in the defense. Owner's obligation to indemnify City hereunder shall survive any termination of this Agreement.

18. RECORDATION BY CITY CLERK.

Pursuant to Government Code Section 65868.5, the City Clerk will record a copy of the Agreement in the Records of the County Recorder.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, City and Owner have executed this Agreement as of the date first hereinabove written.

“CITY”

CITY OF LAKE ELSINORE,
a municipal corporation

By: _____
Steve Manos, Mayor

ATTEST:

By: _____
Grant Yates, Acting City Clerk

APPROVED AS TO FORM:

By: _____
Barbara Leibold, City Attorney

“OWNER”

Three Strands Properties, LLC, a California
limited liability company,

By: _____
Name: _____
Title: _____

Spectrum Communities, LLC, a California
limited liability Company

By: _____
Name: _____
Title: _____

Donald S. Clurman, an individual

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____ 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.

Signature of Notary

(Affix seal here)

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

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STATE OF CALIFORNIA)
) §
County of _____)

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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.

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WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT “A”

LEGAL DESCRIPTION OF THE OWNER PROPERTY

[TO BE INSERTED]

EXHIBIT “B”

VICINITY MAP

[TO BE INSERTED]

Vicinity Map - TTM 32129

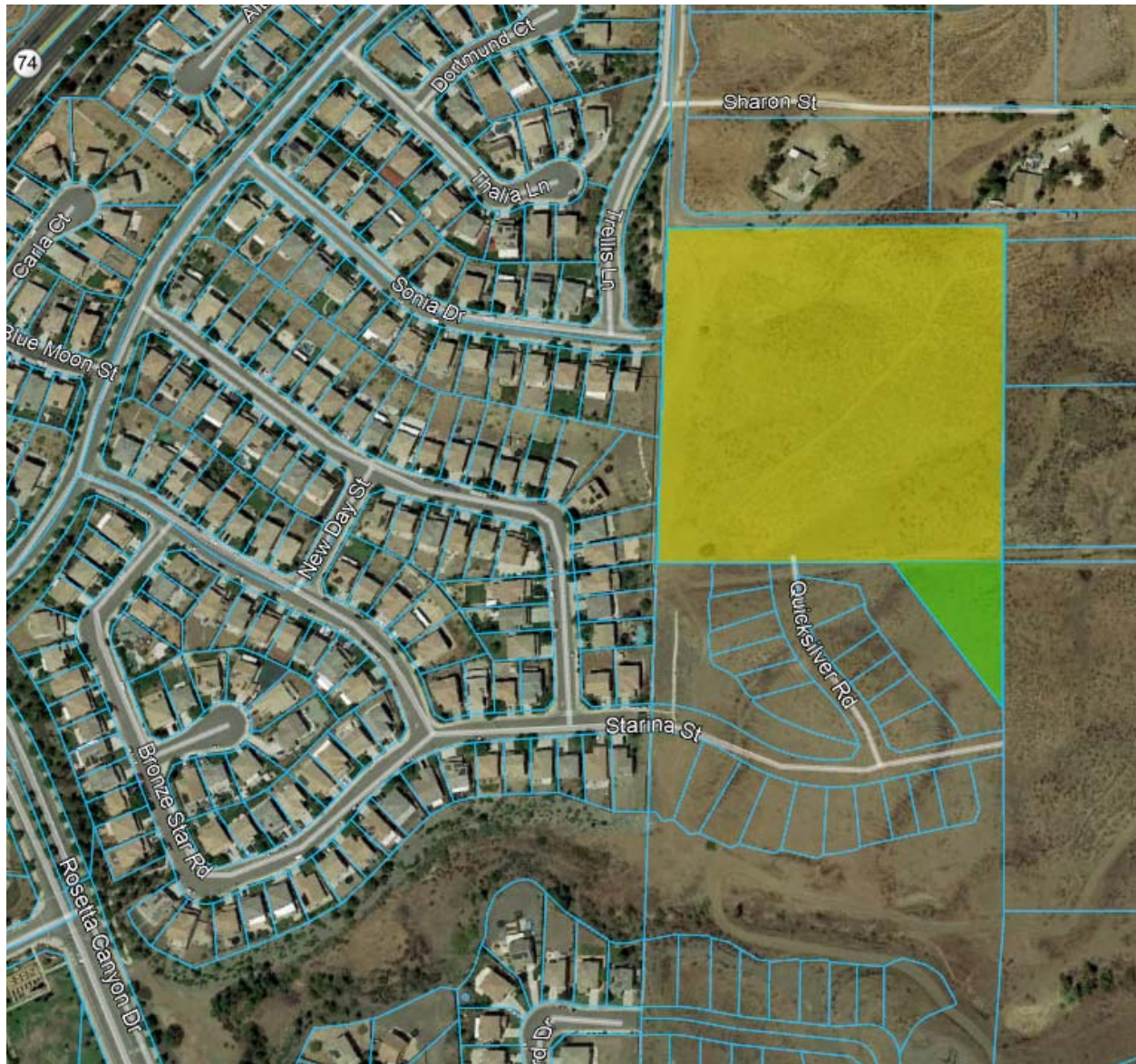


EXHIBIT "C"

EXISTING DEVELOPMENT IMPACT FEES

1. VESTED FEES¹ AMOUNT AS OF EFFECTIVE DATE

Park Capital Improvement Fund Fees

Subdivisions under 50 parcels, apartments, condominiums, fourplexes, triplexes, duplexes, single-family residences:

Single Family Residences	\$ 1,600.00 per unit
Duplexes	\$ 1,500.00 per unit
Triplexes	\$ 1,500.00 per unit
Fourplexes	\$ 1,450.00 per unit
Apartments	\$ 1,400.00 per unit

Subdivisions over 50 parcels:

Dedicate land or pay an in lieu fee equal to the fair market value of the land that would have otherwise been dedicated. The formula for determining the amount of land to be dedicated is as follows:

Average number of persons per unit x number of units proposed divided by park acreage standard. (Established ratio of five park acres to one thousand populations.)

Commercial and Industrial developments:

All commercial and industrial developments shall pay the following fees to the City of Lake Elsinore for the purpose of establishing, improving and maintaining park land within the City:

Commercial	\$.10 per sq. ft.*
Industrial	\$.10 per sq. ft.*

*All fees are based on square footage of enclosed space as determined by the City of Lake Elsinore's Building & Safety Division.

PARKLAND DEDICATION FORMULA TABLE

Types of dwellings	Density/DU
Single-family	3.6
Duplex, Medium-low	3.1
Apartments/Condos	1.8

¹ Fixed through five year Development Impact Fee Lock Term. Commencing day one of year six and continuing through year seven, Development Impact Fees shall be adjusted by a three percent (3%) annual increase. No new Development Impact Fees, including any affordable housing in lieu fee, shall be imposed on the Development during the Term.

VESTED FEES (continued)**AMOUNT AS OF EFFECTIVE DATE****Traffic Impact Fee:**

Single Family Residential	\$ 1,369.00 per unit
Multi-Family Residential	\$ 959.00 per unit
Commercial Building	\$ 3.84 per sq. ft. of building
Office Building	\$ 1.45 per sq. ft. of building
Industrial Building	\$ 0.81 per sq. ft. of building

Library Capital Improvement Fund Fee:

All residential properties	\$ 150.00 per dwelling unit
--------------------------------------	-----------------------------

Public Building Impact Fee:

	<u>Per Dwelling Unit</u>		
	SFDU	MF 2-4	MF 5+
City Hall & Public Works Facilities	\$ 809.00	\$ 696.00	\$ 404.00
Community Center Facilities	\$ 545.00	\$ 469.00	\$ 272.00
Marina Facilities	\$ 779.00	\$ 671.00	\$ 389.00
<u>Animal Shelter Facility</u>	<u>\$ 348.00</u>	<u>\$ 299.00</u>	<u>\$ 174.00</u>
Total Public Building Impact Fee . . .	\$2,481.00	\$2,135.00	\$1,239.00

	<u>Per 1000 Square Feet</u>		
	Office	Retail	Industrial
City Hall & Public Works Facilities	\$180.00	\$108.00	\$36.00

Fire Facility:

<u>Per Dwelling Unit</u>		<u>Per 1000 Square Feet</u>		
SFDU	MF	Office	Retail	Industrial
\$751.00	\$612.00	\$337.00	\$489.00	\$159.00

Development Agreement Fee:

<u>Per Dwelling Unit</u>
\$5,700/SFDU

2. NON-VESTED FEES²

AMOUNT AS OF EFFECTIVE DATE

Storm Drain Capital Improvement Fund Fee: Fee based on location as shown on the City of Lake Elsinore's Drainage Facilities Plan Map

Transportation Uniform Mitigation Fee (TUMF):

Single Family Residential	\$ 8,873.00
Multi-Family Residential (>8du/acre).	\$ 6,231.00
Commercial/Industrial:	
Industrial Use	\$ 1.73 per square foot
Retail Commercial Use	\$ 10.49 per square foot
Service Commercial Use	\$ 4.19 per square foot
Class A and B Office	\$ 2.19 per square foot

Local Development Mitigation Fee for Funding the Preservation of Natural Ecosystems (Multiple Species Habitat Conservation Plan - MSHCP)

<u>Per Dwelling Unit</u>	
SFDU	MF 8-14
MF 5+	
\$2,031.00	\$1,300.00
\$1,056.00	
<u>Per Acre</u>	
Commercial	\$6,914
Industrial	\$6,914

SKR Fee \$500/acre

Fees & charges imposed by other public agencies with jurisdiction over Owner Property As prescribed by such agency

² Throughout the Term, Developer shall pay these fees at prevalent existing rate as of the date building permits are issued.

EXHIBIT “D”

EXISTING DEVELOPMENT APPROVAL(S)

TTM No. 32129

[Attached]

RESOLUTION NO. 2017 - 050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE ELSINORE, CALIFORNIA, APPROVING A THREE-YEAR EXTENSION OF TIME TO OCTOBER 12, 2019 FOR TENTATIVE TRACT MAP NO. 32129

Whereas, Edwin Sauls, of Three Strands Properties, LLC, submitted a request for an extension of time for Tentative Tract Map (TTM) No. 32129 on September 14, 2016; and,

Whereas, the Lake Elsinore Municipal Code (LEMC) Section 16.24.160 requires that a land divider wishing to extend the life of a tentative map make a written application to the City Council (Council) requesting an Extension of Time on the map; and,

Whereas, on March 28, 2017, at a duly noticed Public Hearing the Council has considered the recommendation of City staff as well as evidence presented by the Community Development Department and other interested parties with respect to this item.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE ELSINORE DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The Council has reviewed and analyzed the proposed Extension of Time for TTM 32129 prior to making its decision to extend the life of the map for three years to October 12, 2019.

Section 2. That in accordance with the California Subdivision Map Act (Cal. Gov. Code Section 66000 et. seq.) and the LEMC Section 16.24.160, the Council makes the following findings for the approval of an Extension of Time for TTM 32129:

1. The proposed subdivision, together with the provisions for its design and improvements, is consistent with the City of Lake Elsinore General Plan (GP). The proposed subdivision is compatible with the objectives, policies, General Land Uses and programs specified in the GP (Government Code Section 66473.5).

a. *TTM 32129 is located in the Low Medium Density Residential (LMDR) GP Land Use designation of the GP. The LMDR designation provides for Single-Family detached residences with densities ranging between 1 and 6 dwelling units per net acre. TTM 32129 is a subdivision of approximately 10 acres into 27 Single Family Residential lots, 6 lettered lots, and a water quality basin. TTM 32129 will have 2.7 dwelling units per acre and is therefore consistent with the GP.*

b. *The map proposes Single Family Residential lots ranging in size from 6,000 square feet to 31,000 square feet, consistent with the R-1 Single Family Residential Zone.*

2. The site of the proposed division of land is physically suitable for the proposed density of development in accordance with the GP.

a. *The overall density and design is consistent and compatible with the adjacent Rosetta Canyon communities of the Ramsgate Specific Plan.*

b. *The map provides open space areas that protect the natural topography and views.*

3. The effects that the Project are likely to have upon the housing needs of the region, the public service requirements of its residents and the available fiscal and environmental resources have been considered and balanced.

a. *The Project is consistent with the City's GP. During the approval of the GP, housing needs, public services and fiscal resources were scrutinized to achieve a balance within the City.*

b. *The map has been conditioned to annex into Community Facilities District No. 2015-1 (Safety and Law Enforcement, Fire and Paramedic Services, Mello-Roos) to offset the annual negative fiscal impacts of the Project on public safety operations and maintenance issues in the City.*

c. *The map has been conditioned to annex into the City of Lake Elsinore Community Facilities District No. 2015-2 (Maintenance Services) to fund the on-going operation and maintenance of the public right-of-way, landscaped areas, and neighborhood parks to be maintained by the City, and for street lights in the public right-of-way for which the City will pay for electricity and a maintenance fee to Southern California Edison, including parkways, open space and public storm drains constructed within the development and federal National Pollutant Discharge Elimination System(NPDES) requirements to offset the annual negative fiscal impacts of the Project.*

4. Subject to the attached Conditions of Approval, the proposed division of land or type of improvements is not likely to result in any significant environmental impacts.

a. *An Initial Study was prepared for the TTM 32129. The Initial Study identified potentially significant environmental effects but proposals made or agreed to by the applicant avoid the effects or mitigate the effects to a point where no significant effects would occur.*

b. *When examining the Project in light of the Conditions of Approval and mitigation measures there is no substantial evidence that the TTM 32129 may have a significant effect on the environment.*

c. *Mitigation measures are required to ensure all potentially significant impacts are reduced to levels of insignificance. TTM 32129 has been conditioned to comply with these mitigation measures.*

5. The design of the proposed division of land or type of improvements is not likely to cause serious public health problems.

a. *TTM 32129 has been designed in a manner consistent with the GP and does not divide previously established communities.*

b. *The map is conditioned to comply with all development standards of the R-1 Single Family Residential Zone. These standards are in place to benefit the public health, safety and welfare.*

6. The design of the proposed division of land or type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed division of land.

a. *All known easements or request for access have been incorporated into the design of TTM 32129.*


b. *The adjacent property owner to the east requested access through TTM 32129. This map has been designed with "B" Street to stub at the easterly boundary, thereby allowing this connection.*

c. *The map has been circulated to City departments and outside agencies, and appropriate Conditions of Approval have been applied to the Project.*

Section 3. Based upon the evidence presented, both written and testimonial, and the above findings, the Council hereby approves a three-year extension of time for TTM 32129 to October 12, 2019, incorporating the attached Conditions of Approval.

Section 4. This Resolution shall take effect immediately upon its adoption.

Passed and Adopted this 28th day of March, 2017.



Robert E. Magee, Mayor

Attest:



Susan M. Domen, MMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF LAKE ELSINORE)

I, Susan M. Domen, MMC, City Clerk of the City of Lake Elsinore, California, do hereby certify that Resolution No. 2017 - 050 was adopted by the City Council of the City of Lake Elsinore, California, at the Regular meeting of March 28, 2017, and that the same was adopted by the following vote:

AYES: Council Members Hickman, Manos, and Tisdale; Mayor Pro Tem Johnson and Mayor Magee
NOES: None
ABSENT: None
ABSTAIN: None



Susan M. Domen, MMC
City Clerk

CONDITIONS OF APPROVAL FOR
TENTATIVE TRACT MAP NO. 32129
A subdivision of 10.8+ acres into 27 residential lots and seven (7) open space lots
APNs 347-110-021 and a portion of -022

THREE-YEAR FINAL EXTENSION OF TIME UNTIL OCTOBER 12, 2019

Revised by City Council, March 28, 2017

PLANNING DIVISION

1. Tentative Tract Map No. 32129 will expire on October 12, 2019, based upon an original approval date of October 12, 2004 unless within that period of time a final map has been filed with the County Recorder.
2. Tentative Tract Map No. 32129 shall comply with the State of California Subdivision Map Act and shall comply with all applicable requirements of the Lake Elsinore Municipal Code unless modified by these Conditions of Approval.
3. The applicant shall defend (with counsel acceptable to the City), indemnify, and hold harmless the City, its Officials, Officers, Employees, and Agents from any claim, action, or proceeding against the City, its Officials, Officers, Employees, or Agents to attach, set aside, void, or annul an approval of the City, its advisory agencies, appeal boards or legislative body concerning Tentative Tract Map No. 32129.
4. The applicant shall sign and return an "Acknowledgment of Conditions" to the Community Development Department prior to setting the Request for an Extension of Time for public hearing before the City Council for inclusion in the case records.
5. The applicant shall provide to the Community Development Director within 30 days of approval, a final approved version of the project in digitized format.

PRIOR TO FINAL TRACT MAP:

6. The applicant shall comply with all Conditions of Approval prepared by the Riverside County Fire Department as listed in their transmittal dated March 11, 2004 attached.
7. All lots shall comply with minimum standards of the R1 Single Family Residential zone.
8. A precise survey with closures for boundaries and all lots shall be provided per the LEMC.
9. Street names within the subdivision shall be approved by the Community Development Director or designee prior to final map approval.
10. All of the improvements shall be designed by the developer's Civil Engineer to the specifications of the City of Lake Elsinore.
11. The applicant shall comply with the Mitigation Monitoring Program prepared for

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TENTATIVE TRACT MAP NO. 32129
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THREE-YEAR FINAL EXTENSION OF TIME UNTIL OCTOBER 12, 2019

Revised by City Council, March 28, 2017

Mitigated Negative Declaration No. 2004-05.

The applicant shall fund the implementation of the MMRP through every stage of development. The City shall appoint an environmental monitor who shall periodically inspect the project site, documents submitted by the applicant, permits issued, and any other pertinent material, in order to monitor and report compliance to the City until the completion of the project.

12. The applicant shall initiate and complete the formation of a homeowners' association ("HOA"), approved by the City, recorded and in place. All HOA documents shall be reviewed and approved by the City and recorded, such as the Articles of Incorporation and Covenants, Conditions and Restrictions (CC & R's). The HOA shall be responsible for the maintenance of all open space areas, natural slopes, drainage basins (if any), maintenance easement areas, all graded slopes abutting public street rights-of-way within private lots, and all private streets (if any).
 - a. In the event that the HOA fails to meet its responsibilities with regards to the maintenance of open space areas, the Lighting, Landscaping and Maintenance District shall automatically provide such maintenance and assess the individual property owners for such service.
 - b. The developer shall provide landscaped areas on both sides of any access roadways within the tract, and the landscaped areas shall be maintained by the HOA.
13. The Final Map shall identify downslopes adjacent to streets as HOA Maintenance Easements. All HOA Maintenance Easements shall be planted, irrigated and maintained by the HOA.
14. All lettered lots shall be owned and maintained by the HOA or other entity approved by the Community Development Director, and so noted on the Final Map.
15. Contingent Special Tax Obligation

In connection with the formation of the HOA as provided in Condition of Approval #12 and prior to approval of the Final Map, Parcel Map, Residential Design Review, Conditional Use Permit or building permit (as applicable), the applicant shall apply for formation of a Community Facilities District to offset the potential annual negative fiscal impacts should the HOA default in its obligation to maintain any public facilities or public improvements as provided herein. Such formation

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Revised by City Council, March 28, 2017

will typically also include the provision for the levy of a special tax for purposes of repayment of bonded indebtedness, the proceeds of which will generally be available for reimbursement of the cost of public improvements incurred by the applicant. A default by the HOA shall be deemed to occur if:

- (i) the HOA files for bankruptcy;
- (ii) the HOA is dissolved;
- (iii) the HOA ceases to levy annual assessments for the maintenance of the improvements described above; or
- (iv) the HOA fails to maintain such improvements at the same level as the City maintains similar improvements throughout the City and within ninety (90) days after written notice from the City, or such longer period permitted by the City Manager, fails to remedy such maintenance deficiency to the reasonable satisfaction of the City Council.

The formation of a Community Facilities District under the Mello-Roos Act will include the authorization to levy of a special tax (generally designated as the "Special Tax B (Contingent)") in the event that the HOA defaults.

The services which may be funded with proceeds of Special Tax B (Contingent) shall be as provided by Section 53313 of the Mello Roos Act and will include all costs attributable to maintaining, servicing, repairing and/or replacing all public improvements to which the HOA has a duty to maintain as provided in these Conditions of Approval. In addition to payment of the cost and expense of the forgoing services, proceeds of Special Tax (Contingent) may be expended to pay reasonable "administrative expenses."

Alternatively, the applicant may propose alternative financing mechanisms to fund the annual negative fiscal impacts of the project. Applicant shall make a \$7,500 non-refundable deposit to cover the cost of the formation or other mitigation process, as applicable. Contact City of Lake Elsinore Administrative Services Department at JSimpson@lake-elsinore.org. The method used to satisfy this condition shall be written into the Covenants, Conditions and Restrictions (CC&Rs) adopted for this subdivision, and distributed to all HOA residential members.

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The foregoing Condition regarding the Special Tax B (Contingent) shall be waived if, prior to the commencement of construction, the applicant satisfies Condition of Approval #12 by causing the 27 lots created by TTM 32129 to be annexed into the adjacent project's homeowners' association.

PRIOR TO GRADING AND BUILDING PERMITS:

16. Construction shall be restricted until adjacent subdivisions have developed or the applicant obtains arrangements with adjacent property owners to provide fuel modification zones for this project.
17. The applicant shall comply with all requirements of the City's Grading Ordinance. Construction generated dust and erosion shall be mitigated in accordance with the provisions of Municipal Code Chapter 15.72 and by using accepted techniques. Interim erosion control measures shall be provided 30 days after the site's rough grading, as approved by the City Engineer.
18. The City's Noise Ordinance shall be met during all site preparation activity. Site preparation and construction activity shall not commence before 7:00 a.m. and shall cease at 5:00 p.m., Monday through Friday. Construction activity shall not take place on Saturday, Sunday or any legal holidays. Only finish work and similar interior construction may be conducted on Saturdays, and may commence no earlier than 8:00 a.m., and shall cease no later than 4:00 p.m.
19. The applicant shall place a weatherproof 3' X 3' sign at the entrance to the project site identifying the approved days and hours of construction activity, and a statement that complaints regarding construction activity can be lodged with the City's Code Enforcement Division at (951) 674-3124.
20. Upon violation by applicant of the City's Noise Ordinance or Condition of Approval #15, applicant shall cease all construction activities and shall be permitted to recommence such activities only upon depositing with the City a \$5,000 cash deposit available to be drawn upon by the City to fund any future law enforcement needs that may be caused by potential project construction violations and the enforcement of the City's Noise Ordinance and Condition of Approval #14. The applicant shall replenish the deposit upon notice by the City that the remaining balance is equal to or less than \$1,000.

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THREE-YEAR FINAL EXTENSION OF TIME UNTIL OCTOBER 12, 2019

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21. The applicant shall comply with all Municipal Code provisions regarding construction debris removal and recycling as set forth in Chapter 14.12 (Construction and Demolition Waste Management) of the Lake Elsinore Municipal Code.
22. Prior to the issuance of any grading or construction permit for the project or any stockpiling of soil/materials on the project site, the project applicant shall ensure that pre-construction presence/absence surveys for burrowing owl will be conducted onsite and within a 150-meter buffer according to the methods described in the Burrowing Owl Survey Instructions for the Western Riverside Multiple Species Conservation Plan. The protocol consists of four site visits conducted during the burrowing owl breeding season (March 1 – August 31). If burrowing owls are observed or detected through presence of sign (whitewash, feathers, vocalizations, decorated burrows, etc.) the applicant shall notify the California Department of Fish and Wildlife and the City of Lake Elsinore Planning Division within 24 hours of the observation/detection. A report detailing the methods and results of the focused surveys shall be prepared and submitted to the City of Lake Elsinore Planning Division, the Riverside County Environmental Programs Department and the Regional Conservation Authority Monitoring Program Administrator.
23. Applicant shall pay all applicable permit application and Engineering assessed fees, including without limitation plan-check and construction inspection fees, at the prevalent rate at time of payment in full.
24. Applicant shall pay all applicable Mitigation and Development Impact Fees at the prevalent rate at time of payment in full. Mitigation and Development Impact Fees include without limitation, Library Mitigation Fees, Park Capital Improvement Fees, Storm Drain Improvement and Drainage District Fees, TIF, TUMF, City Hall and Public Works Facilities Fees, Community Center Facilities Fees, Lakeside Facilities Fees, Animal Shelter Facilities Fees, Fire Facilities Fees, MSHCP, Stephen's Kangaroo Rat Habitat.
25. The applicant shall comply with the requirements of the Lake Elsinore Unified School District under the provisions of SB 50, wherein the owner or developer shall pay school fees or enter into a mitigation agreement prior to the issuance of a certificate of compliance by the District.
26. The applicant shall provide connection to public sewer for each lot within the subdivision. No service laterals shall cross adjacent property lines and shall be delineated on

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engineering sewer plans and profiles for submittal to the EVMWD. The applicant shall meet all EVMWD requirements, plan submittal procedures, and incorporate District standards.

27. All storm drains are to be maintained in accordance with the cooperative agreement with the Riverside County Flood Control and Water Conservation District.
 - a. The HOA shall maintain water quality basins, landscaping, and open space drainage.
28. The developer shall submit plans to the electric utility company for a layout of the street lighting system. The cost of street lighting, installation as well as energy charges shall be the responsibility of the developer and/or the HOA until streets are accepted by the City. Said plans shall be approved by the City and shall be installed in accordance with City Standards.
29. The applicant shall meet all requirements of the providing electric utility company.
30. The applicant shall meet all requirements of the providing gas utility company.
31. The applicant shall meet all requirements of the providing telephone utility company.
32. A bond is required guaranteeing the removal of all trailers used during construction. A cash bond of \$1,000 is required for each construction or sales trailer used during construction. Bonds will be released after removal of each trailer, subject to the approval of the Community Development Director or designee.
33. All signage shall be subject to Planning Division review and approval prior to installation.
34. Landscape Plans for the tract shall include vegetative screening of all retention basins.
35. Any alterations to the topography, ground surface, or any other site preparation activity will require appropriate grading permits. A Geologic Soils Report with associated recommendations will be required for grading permit approval, and all grading must meet the City's Grading Ordinance, subject to the approval of the City Engineer and the Planning Division. Analysis of impacts of fills and cuts greater than sixty feet (60') shall be provided. Interim and permanent erosion control measures are required. The applicant shall bond 100% for material and labor for one (1) year for erosion control landscaping at the time the site is rough graded.

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TENTATIVE TRACT MAP NO. 32129
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APNs 347-110-021 and a portion of -022

THREE-YEAR FINAL EXTENSION OF TIME UNTIL OCTOBER 12, 2019

Revised by City Council, March 28, 2017

Construction-generated dust and erosion shall be mitigated in accordance with the provisions of the City's Municipal Code, Chapter 15.72, and using accepted techniques, interim erosion control measures shall be provided 30 days after the site's rough grading as approved by the City Engineer.

36. Prior to the approval of any final map, the applicant shall submit a phasing plan if multiple final maps are proposed, which show all phasing lines and the primary and secondary access for each phase.

PRIOR TO DESIGN REVIEW:

37. All future structural development associated with this map requires separate Design Review approval.
38. Elevation drawings for Design Review shall include 4-sided architectural features, for both the first and second story. The applicant may submit to the Community Development Director or designee, for review and approval, evidence that a particular elevation is hidden from public view and not visible due to elevation changes. In those instances, to be determined by the Community Development Director or designee on a case-by-case basis, this condition may be waived.
39. Slopes on individual lots that are in excess of three feet in height shall be installed, landscaped and irrigated by the developer prior to the issuance of a Certificate of Occupancy.
40. A detailed fencing plan shall be required for review and approval during the Design Review process.
41. A detailed phasing plan shall be required for review and approval during the Design Review process.
- a. Construction phasing plans shall include the location of construction fencing for each phase.
 - b. Construction phasing plans shall indicate primary and secondary access and the location of all utilities for each phase.
 - c. These conditions of approval shall be reproduced on subsequent building plans prior to the issuance of building permits.
 - d. Construction phasing plans shall be designed to avoid construction traffic from entering occupied neighborhoods to the greatest extent possible. For safety purposes

CONDITIONS OF APPROVAL FOR
TENTATIVE TRACT MAP NO. 32129
A subdivision of 10.8+ acres into 27 residential lots and seven (7) open space lots
APNs 347-110-021 and a portion of -022

THREE-YEAR FINAL EXTENSION OF TIME UNTIL OCTOBER 12, 2019

Revised by City Council, March 28, 2017

construction phasing plans shall also be designed such that new residents can avoid traveling through active construction areas.

ENGINEERING DIVISION

42. Provide permission to construct and permission to drain onto adjacent property from the affected properties, prior to any development plan approval.
43. Process a lot line adjustment to include the boundaries of Lot 27 into this subdivision. Lot 27 should include access to public right of way.
44. Provide drainage information including outlet details for Lots "C", "D", "E" & "F".
45. Provide permission to construct the termination point of "B" Street. "B" Street shall be barricaded and signed as the temporary end of the street.
46. The final map streets shall reflect a curb to curb width of 40-feet and a clear width of 24-feet. In the event that a curb with of 40-feet and/or a clear width of 24-feet cannot be provided, then the curb on one side of all streets shall be painted red and signed to prohibit parking. Street Improvement Plan design shall meet all requirements and be approved by the City Engineer.

Revised by the City Council, March 28, 2017

47. Verify that detention and first flush provisions are provided either on-site or accounted for on the adjacent project.
48. Modifications to "J" Street shall require permission from affected property, prior to any improvement plan approval.
49. All Public Works requirements shall be complied with as a condition of development as specified in the Lake Elsinore Municipal Code (LEMC) prior to issuance of building permit.
50. Underground water rights shall be dedicated to the City pursuant to the provisions of Section 16.52.030 (LEMC), and consistent with the City's agreement with the Elsinore Valley Municipal Water District.
51. Prior to the issuance of building permits, pay all Capital Improvement, TIF, TUMF,

CONDITIONS OF APPROVAL FOR
TENTATIVE TRACT MAP NO. 32129
A subdivision of 10.8+ acres into 27 residential lots and seven (7) open space lots
APNs 347-110-021 and a portion of -022

THREE-YEAR FINAL EXTENSION OF TIME UNTIL OCTOBER 12, 2019

Revised by City Council, March 28, 2017

Master Drainage Fees and Plan Check fees (LEMC 16.34) at a rate in effect at the time of building permit issuance.

52. Prior to issuance of building permits, a secondary access road to the project shall be construction to fire department standards.
53. Submit a "Will Serve" letter to the City Engineering Division from the applicable water agency stating that water and sewer arrangements have been made for this project. Submit this letter prior to issuance of building permit.
54. Construct all public works improvements per approved street plans (LEMC 12.04). Plans must be approved and signed by the City Engineer prior to final map approval (LEMC 16.34).
55. Street improvement plans and specifications shall be prepared by a Calif. Registered Civil Engineer. Improvements shall be designed and constructed to standards as provided in LEMC 12.04 and 16.34.
56. Applicant shall enter into an agreement with the City for the construction of public works improvements and shall post the appropriate bonds prior to approval of Final Map.
57. Interior streets shall be designed with 9% as the desired grade and intersecting streets shall meet at a maximum grade of 6 %.
58. Pay all fees and meet requirements of encroachment permit issued by the Engineering Division for construction of public works improvements (LEMC 12.08 and Resolution 83-78).
59. All compaction reports, grade certifications, monument certifications (with tie notes delineated on 8 ½" x 11" Mylar) shall be submitted to the Engineering Division before final inspection of public works improvements will be scheduled and approved.
60. The applicant shall install two (2) permanent bench marks to Riverside County Standards and at a location to be determined by City Engineer.
61. Applicant shall obtain all necessary off-site easements for off-site grading from the adjacent property owners prior to final map approval.
62. Arrangements for relocation of utility company facilities (power poles, vaults, etc.) out of the roadway or alley shall be the responsibility of the property owner or owner's

CONDITIONS OF APPROVAL FOR
TENTATIVE TRACT MAP NO. 32129
A subdivision of 10.8+ acres into 27 residential lots and seven (7) open space lots
APNs 347-110-021 and a portion of -022

THREE-YEAR FINAL EXTENSION OF TIME UNTIL OCTOBER 12, 2019

Revised by City Council, March 28, 2017

agent.

63. Provide street lighting and show lighting improvements as part of street improvement plans as required by the City Engineer.
64. Developer shall install blue reflective pavement markers in the street at all fire hydrant locations.
65. Applicant shall submit a traffic control plan showing all traffic control devices for the tract to be approved prior to final map approval. All traffic control devices shall be installed prior to final inspection of public improvements. This includes No Parking and Street Sweeping Signs for streets within the tract.
66. All utilities except electrical over 12 kv shall be placed underground, as approved by the serving utility.
67. Apply and obtain a grading permit with appropriate security prior to building permit issuance. A grading plan signed and stamped by a Calif. Registered Civil Engineer shall be required if the grading exceeds 50 cubic yards or the existing flow pattern is substantially modified as determined by the City Engineer. If the grading is less than 50 cubic yards and a grading plan is not required, a grading permit shall still be obtained so that a cursory drainage and flow pattern inspection can be conducted before grading begins.
68. Provide soils, geology and seismic report including street design recommendations. Provide final soils report showing compliance with recommendations.
69. An Alquist-Priolo study shall be performed on the site to identify any hidden earthquake faults and/or liquefaction zones present on-site or provide documentation from a Professional Geologist or Geotechnical Engineer that this is not required.
70. All grading shall be done under the supervision of a geotechnical engineer and he shall certify all slopes steeper than 2 to 1 for stability and proper erosion control. All manufactured slopes greater than 30 ft. in height shall be contoured.
71. Prior to commencement of grading operations, applicant to provide to the City with a map of all proposed haul routes to be used for movement of export material. Such routes shall be subject to the review and approval of the City Engineer. Haul routes shall be submitted prior to issuance of a grading permit. Hauling in excess of 5,000 cubic yards shall be approved by the City Council (LEMC 15.72.065)

CONDITIONS OF APPROVAL FOR
TENTATIVE TRACT MAP NO. 32129
A subdivision of 10.8+ acres into 27 residential lots and seven (7) open space lots
APNs 347-110-021 and a portion of -022

THREE-YEAR FINAL EXTENSION OF TIME UNTIL OCTOBER 12, 2019

Revised by City Council, March 28, 2017

72. Applicant to provide to the City a photographic baseline record of the condition of all proposed public City haul roads. In the event of damage to such roads, applicant shall pay full cost of restoring public roads to the baseline condition. A bond may be required to ensure payment of damages to the public right-of-way, subject to the approval of the City Engineer.
73. On-site drainage facilities located outside of road right-of-way should be contained within drainage easements shown on the final map. A note should be added to the final map stating: "Drainage easements shall be kept free of buildings and obstructions".
74. All natural drainage traversing site shall be conveyed through the site, or shall be collected and conveyed by a method approved by the City Engineer.
75. Submit Hydrology and Hydraulic Reports for review and approval by City Engineer and the Riverside County Flood Control District prior to approval of final map. Developer shall mitigate any flooding and/or erosion caused by development of site and diversion of drainage.
76. Any required storm drain larger than 36" shall be plan checked, approved and maintained by Riverside County Flood Control District.
77. Storm drain inlet facilities shall be appropriately stenciled to prevent illegally dumping in the drain system, the wording and stencil shall be approved by the City Engineer.
78. Roof and yard drains shall not be allowed to connect directly through cuts in the street curb. Roof drains should drain to a landscaped area whenever feasible.
79. 10 year storm runoff should be contained within the curb and the 100 year storm runoff should be contained within the street right-of-way. When either of these criteria is exceeded, drainage facilities should be installed.
80. Applicant shall provide the city with proof of having filed a Notice of Intent with the Regional Water Quality Control Board for the National Pollutant Discharge Elimination System (NPDES) program with a storm water pollution prevention plan prior to issuance of grading permits. The applicant shall provide a SWPPP for post construction which describes BMP's that will be implemented for the development including maintenance responsibilities.

CONDITIONS OF APPROVAL FOR
TENTATIVE TRACT MAP NO. 32129
A subdivision of 10.8+ acres into 27 residential lots and seven (7) open space lots
APNs 347-110-021 and a portion of -022

THREE-YEAR FINAL EXTENSION OF TIME UNTIL OCTOBER 12, 2019

Revised by City Council, March 28, 2017

STORM WATER MANAGEMENT / POLLUTION PREVENTION / NPDES

Design:

81. The project applicant is responsible for complying with the Santa Ana Region NPDES Permits as warranted based on the nature of development and/or activity. These Permits include:
 - * General Permit -Construction
 - * De Minimus Discharges
 - * MS4
82. The project shall complete and submit for review and approval to the Engineering Division BOTH a preliminary and final WQMP, incorporating the LID Principles and Stormwater BMPs.
83. The preliminary WQMP has been submitted for plan check review and approved on November 9, 2015. The Final WQMP shall be submitted for plan check review and be approved by the City prior to issuance of any permit for construction (i.e. grading, building, etc.) in accordance with State Resources Control Board requirements.
84. Water Quality Facilities that service more than one parcel shall be placed in an easement to provide for maintenance and prevent obstruction.
85. The applicant shall use the Water Quality Management Plan for the Santa Ana Region of Riverside County guidance document and template for WQMP preparation.
86. WQMP – The Water Quality Management Plan (WQMP) specifically identifying Best Management Practices (BMPs) that will be used onsite to control identified pollutants of concern. The applicant shall utilize the MS4 Permittee Drainage Area Management Plan (DAMP), Model WQMP, and LID Guidance Manual for reference, and the MS4 Permittee's WQMP template for submittal. This WQMP shall include the following:
 - * Detailed site and project description
 - * Potential stormwater pollutants
 - * Post-development drainage characteristics
 - * Low Impact Development (LID) BMP selection and analysis
 - * Structural and Non-Structural source control BMPs
 - * Site design and drainage plan (BMP Exhibit)
 - * Vector issues are addressed in the BMP design, operation and maintenance.
 - * GIS coordinates for all LID and Treatment Control BMPs

CONDITIONS OF APPROVAL FOR
TENTATIVE TRACT MAP NO. 32129
A subdivision of 10.8+ acres into 27 residential lots and seven (7) open space lots
APNs 347-110-021 and a portion of -022

THREE-YEAR FINAL EXTENSION OF TIME UNTIL OCTOBER 12, 2019

Revised by City Council, March 28, 2017

HCOC - demonstrate that discharge flow rates, velocities, duration and volume for the post construction condition from a 2 year and 10 year 24 hour rainfall event will not cause significant adverse impacts on downstream erosion and receiving waters, or measures are implemented to mitigate significant adverse impacts to downstream public facilities and water bodies. Design goal to replicate pre-development hydrologic regime.

87. The 2010 SAR MS4 Permit requires implementation of LID Principles and LID Site Design, where feasible, to treat the pollutants of concern identified for the project, in the following manner (from highest to lowest priority) : (Section XII.E.2, XII.E.3, and XII.E.7)

* Evaluation of highest and best use for sites discharging to Lake Elsinore.

* Preventative measures (these are mostly non-structural measures, e.g., preservation of natural features to a level consistent with the MEP standard; minimization of Urban Runoff through clustering, reducing impervious areas, etc.)

* The Project shall 'Infiltrate, harvest and use, evapotranspire and/or bio-treat the 85th percentile storm event also known as the Design Capture Volume (DCV).

* The Project shall consider a properly engineered and maintained bio-treatment system only if infiltration, harvesting and use and evapotranspiration cannot be feasibly implemented at the project site.

* Any portion of [the DCV] that is not infiltrated, harvested and used, evapotranspired, and/or biotreated shall be treated and discharged in accordance with the requirements set forth in Section XII.G.

88. Parking lot landscaping shall be designed with concave landscape grading and provide for treatment, retention or infiltration of runoff.
89. Project hardscape areas shall be designed and constructed to provide for drainage into adjacent landscape and permeable surfaces in low traffic roads and parking lots.
90. Hydromodification / Hydraulic Conditions of Concern – The project shall identify potential Hydraulic Conditions of Concern (HCOC) and implement measures to limit disturbance of natural water bodies and drainage systems; conserve natural areas; protect slopes, channels and minimize significant impacts from urban runoff.
91. CEQA – If CEQA identifies resources requiring Clean Water Act Section 401 Permitting, the applicant shall obtain certification through the Santa Ana Regional Water Quality Control Board and provide a copy to the Engineering Division.

CONDITIONS OF APPROVAL FOR
TENTATIVE TRACT MAP NO. 32129
A subdivision of 10.8+ acres into 27 residential lots and seven (7) open space lots
APNs 347-110-021 and a portion of -022

THREE-YEAR FINAL EXTENSION OF TIME UNTIL OCTOBER 12, 2019

Revised by City Council, March 28, 2017

92. The project shall use either volume-based and/or flow-based criteria for sizing BMPs in accordance with NPDES Permit Provision XII.D.4.

Construction:

93. A Stormwater Pollution Prevention Plan (SWPPP) is required for this project. A copy of the current SWPPP shall be kept at the project site and be available for review upon request.
94. Erosion & Sediment Control - Prior to the issuance of any grading or building permit, the applicant shall submit for review and approval by the City Engineer, an Erosion and Sediment Control Plan as a separate sheet of the grading plan submittal to demonstrate compliance with the City's NPDES Program, California Building Code, and state water quality regulations for grading and construction activities. The Erosion and Sediment Control Plan shall identify how all construction materials, wastes, grading or demolition debris, and stockpiles of soil, aggregates, soil amendments, etc. shall be properly covered, stored and secured to prevent transport into local drainages or waters by wind, rain, tracking, or dispersion. The plan shall also describe how the project will ensure that all BMPs will be maintained during construction of any future right of ways.

Post Construction:

95. Recorded Operation and Maintenance (O&M) Plan that (1) describes the long-term operation and maintenance requirements for BMPs identified in the BMP Exhibit; (2) identifies the entity that will be responsible for long-term operation and maintenance of the referenced BMPs; (3) describes the mechanism for funding the long-term operation and maintenance of the referenced BMPs, and (4) provides for annual certification of water quality facilities by a registered civil engineer and/or the City for a fee if the service is available.
96. All storm drain inlet facilities shall be appropriately marked "Only Rain in the Storm Drain" using the City authorized marker to prevent illegal dumping in the drain system.
97. Prior to the issuance of a certificate of use and/or occupancy, the applicant shall demonstrate compliance with applicable NPDES permits for construction, industrial/commercial, MS4, etc. to include:

* Demonstrate that all structural Best Management Practices (BMP's) described in the BMP Exhibit from the project's approved WQMP have been implemented, constructed and installed in conformance with approved plans and specifications.

CONDITIONS OF APPROVAL FOR
TENTATIVE TRACT MAP NO. 32129
A subdivision of 10.8+ acres into 27 residential lots and seven (7) open space lots
APNs 347-110-021 and a portion of -022

THREE-YEAR FINAL EXTENSION OF TIME UNTIL OCTOBER 12, 2019

Revised by City Council, March 28, 2017

- * Demonstrate that the project has complied with all non-structural BMPs described in the project's WQMP.
 - * Provide signed, notarized certification from the engineer of work that the structural BMP's identified in the project's WQMP are installed and operational.
 - * Submit a copy of the fully executed, recorded Operations and Maintenance (O&M) Plan for all structural BMPs.
 - * Demonstrate that copies of the project's approved WQMP (with recorded O&M Plan attached) are available for each of the initial occupants (commercial/industrial) or Owner's Association as appropriate.
 - * Agree to pay for a Special Investigation from the City of Lake Elsinore for a date twelve (12) months after the issuance of a Certificate of Use and/or Occupancy for the project to verify compliance with the approved WQMP and O&M Plan. A signed/sealed certification from the engineer of work dated 12 months after C of O will be considered in lieu of a Special Investigation by the City.
 - * Provide a recorded copy of one of the following:
 1. CC&R's (they must include the approved WQMP and O&M Plan) for the project's Owners Association.
 2. A water quality implementation agreement with the approved WQMP and O&M Plan attached; or
98. Intersection site distance shall meet the design criteria of the CALTRANS Design Manual (particular attention should be taken for intersections on the inside of curves). If site distance can be obstructed, a special limited use easement must be recorded to limit the slope, type of landscaping and wall placement.
99. Arrangements shall be made between the City and the applicant for fiscal impacts by the project prior to issuance of the first building permit. The applicant shall participate in a Cost Recovery Program or make other arrangements with the City to offset the annual negative fiscal impacts of the project on public safety and maintenance issues in the City, including city-wide improvements and facilities relating to fire and police protection and maintenance of roadways.
100. In accordance with the City's Franchise Agreement for waste disposal and recycling, the applicant shall be required to contract with CR&R Inc. for removal and disposal of all

CONDITIONS OF APPROVAL FOR
TENTATIVE TRACT MAP NO. 32129
A subdivision of 10.8+ acres into 27 residential lots and seven (7) open space lots
APNs 347-110-021 and a portion of -022

THREE-YEAR FINAL EXTENSION OF TIME UNTIL OCTOBER 12, 2019

Revised by City Council, March 28, 2017

waste material, debris, vegetation and other rubbish generated during cleaning, demolition, clear and grubbing or all other phases of construction.

COMMUNITY SERVICES DEPARTMENT

101. Prior to the issuance of building permits, the applicant shall pay park mitigation fees for the project at the rates in effect at the time of payment.
102. The developer shall comply with the City's Franchise Agreement for waste disposal and recycling.

ADMINISTRATIVE SERVICES DEPARTMENT

103. **Annex into CFD 2015-1 (Safety) Law Enforcement, Fire and Paramedic Services CFD**

Prior to approval of the Final Map, Parcel Map, Residential Design Review, or Conditional Use Permit (as applicable), the applicant shall annex into Community Facilities District No. 2015-1 (Safety) the Law Enforcement, Fire and Paramedic Services Mello-Roos Community Facilities District to offset the annual negative fiscal impacts of the project on public safety operations and maintenance issues in the City. Alternatively, the applicant may propose alternative financing mechanisms to fund the annual negative fiscal impacts of the project with respect to Public Safety services. Applicant shall make a \$7,500 non-refundable deposit to cover the cost of the annexation, formation or other mitigation process, as applicable. Contact City of Lake Elsinore Administrative Services Department at JSimpson@lake-elsinore.org.

104. **Annex into the City of Lake Elsinore Community Facilities District No. 2015-2 (Maintenance Services)**

Prior to approval of the Final Map, Parcel Map, Residential Design Review, Conditional Use Permit or building permit (as applicable), the applicant shall annex into the Community Facilities District No. 2015-2 (Maintenance Services) to fund the on-going operation and maintenance of the public right-of-way landscaped areas and public parks to be maintained by the City and for street lights in the public right-of-way for which the City will pay for electricity and a maintenance fee to Southern

CONDITIONS OF APPROVAL FOR
TENTATIVE TRACT MAP NO. 32129
A subdivision of 10.8+ acres into 27 residential lots and seven (7) open space lots
APNs 347-110-021 and a portion of -022

THREE-YEAR FINAL EXTENSION OF TIME UNTIL OCTOBER 12, 2019

Revised by City Council, March 28, 2017

California Edison, including parkways, slopes, open space and public storm drains constructed within the development and federal NPDES requirements (to the extent not required to be maintained by the HOA as provided herein) to offset the annual negative fiscal impacts of the project. Alternatively, the applicant may propose alternative financing mechanisms to fund the annual negative fiscal impacts of the project with respect to Maintenance Services. Applicant shall make a \$7,500 non-refundable deposit to cover the cost of the annexation, formation or other mitigation process, as applicable. Contact City of Lake Elsinore Administrative Services Department at JSimpson@lake-elsinore.org.

RIVERSIDE COUNTY FIRE DEPARTMENT

105. The Applicant shall comply with all of the attached Riverside County Fire Department conditions and standards.

**CONDITIONS OF APPROVAL FOR
TENTATIVE TRACT MAP NO. 32129**

**A subdivision of 10.8+ acres into 27 residential lots and seven (7) open space lots
APNs 347-110-021 and a portion of -022**

**THREE-YEAR FINAL EXTENSION OF TIME UNTIL OCTOBER 12, 2019
Revised by City Council, March 28, 2017**

03/11/04
12:46

Riverside County LMS
CONDITIONS OF APPROVAL

Page: 1

Library Conditions

10. GENERAL CONDITIONS

FIRE DEPARTMENT

10.FIRE.999

CASE - CITY CASE STATEMENT

DRAFT

With respect to the conditions of approval for the referenced project, the Fire Department recommends the following fire protection measures be provided in accordance with Riverside County Ordinances and/or recognized fire protection standards:

10.FIRE.999

MAP-#50-BLUE DOT REFLECTORS

DRAFT

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.999

MAP*-#16-HYDRANT/SPACING

DRAFT

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.

50. PRIOR TO MAP RECORDATION

FIRE DEPARTMENT

50.FIRE.999

MAP-#7-ECS-HAZ FIRE AREA

DRAFT

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.

50.FIRE.999

MAP*-#43-ECS-ROOFING MATERIAL

DRAFT

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

City Council Approval
March 28, 2017

**CONDITIONS OF APPROVAL FOR
TENTATIVE TRACT MAP NO. 32129**

**A subdivision of 10.8+ acres into 27 residential lots and seven (7) open space lots
APNs 347-110-021 and a portion of -022**

THREE-YEAR FINAL EXTENSION OF TIME UNTIL OCTOBER 12, 2019

Revised by City Council, March 28, 2017

Library Conditions

50. PRIOR TO MAP RECORDATION

50.FIRE.999 MAP*-#43-ECS-ROOFING MATERIAL (cont.) DRAFT
Building Code.

50.FIRE.999 MAP-#004-ECS-FUEL MODIFICATION DRAFT

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.

ANY HABITAT CONSERVATION ISSUE AFFECTING THE FIRE DEPARTMENT FUEL MODIFICATION REQUIREMENT, SHALL HAVE CONCURRENCE WITH THE RESPONSIBLE WILDLIFE AND/OR OTHER CONSERVATION AGENCY.

50.FIRE.999 MAP-#46-WATER PLANS DRAFT

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.999 MAP-#47-SECONDARY ACCESS DRAFT

In the interest of Public Safety, the project shall provide an Alternate or Secondary Access(s) as stated in the Transportation Department Conditions. Said Alternate or Secondary Access(s) shall have concurrence and approval of both the Transportation Department and the Riverside County Fire Department.

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**CONDITIONS OF APPROVAL FOR
TENTATIVE TRACT MAP NO. 32129**

**A subdivision of 10.8+ acres into 27 residential lots and seven (7) open space lots
APNs 347-110-021 and a portion of -022**

THREE-YEAR FINAL EXTENSION OF TIME UNTIL OCTOBER 12, 2019

Revised by City Council, March 28, 2017

03/11/04
12:46

Riverside County LMS
CONDITIONS OF APPROVAL

Page:

Library Conditions

60. PRIOR TO GRADING PRMT ISSUANCE

FIRE DEPARTMENT

60.FIRE.999

MAP-#004 FUEL MODIFICATION

DRAFT

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 feet
- e) a homeowner's association or appropriate district shall be responsible for maintenance of all fire protection measures within open space areas.

ANY HABITAT CONSERVATION ISSUE AFFECTING THE FIRE DEPARTMENT FUEL MODIFICATION REQUIREMENT, SHALL HAVE CONCURRENCE WITH THE RESPONSIBLE WILDLIFE AND/OR OTHER CONSERVATION AGENCY.

80. PRIOR TO BLDG PRMT ISSUANCE

FIRE DEPARTMENT

80.FIRE.999

MAP-#50C-TRACT WATER VERIFICA

DRAFT

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.

80.FIRE.999

MAP - BONDED TO RECORD EARLY

DRAFT

*** No Text Exists For This Condition ***