

# CITY OF WILDOMAR CITY COUNCIL AND WILDOMAR CEMETERY DISTRICT AGENDA

5:30 P.M. – CLOSED SESSION  
6:30 P.M. – REGULAR MEETING

SEPTEMBER 11, 2013  
Council Chambers  
23873 Clinton Keith Road



Timothy Walker, Mayor/Chairman  
Marsha Swanson, Mayor Pro Tem/Vice-Chairman  
Ben Benoit, Council Member/Trustee  
Bob Cashman, Council Member/Trustee  
Bridgette Moore, Council Member/Trustee

Gary Nordquist  
City Manager/General Manager

Thomas D. Jex  
City Attorney/District Counsel

## **WILDOMAR CITY COUNCIL AND WILDOMAR CEMETERY DISTRICT REGULAR MEETING AGENDA SEPTEMBER 11, 2013**

**ORDER OF BUSINESS:** Public sessions of all regular meetings of the City Council begin at 6:30 p.m. Closed Sessions begin at 5:30 p.m. or such other time as noted.

**REPORTS:** All agenda items and reports are available for review at: Wildomar City Hall, 23873 Clinton Keith Road; Mission Trail Library, 34303 Mission Trail Blvd.; and on the City's website, [www.cityofwildomar.org](http://www.cityofwildomar.org). Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection at City Hall during regular business hours.

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

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

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

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

**CALL TO ORDER – CITY COUNCIL CLOSED SESSION–5:30 P.M.**

**ROLL CALL**

**PUBLIC COMMENTS**

**CLOSED SESSION**

1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matter of pending litigation:  
People of the State of California and City Wildomar v. Green Thumb Connoisseurs, Inc., et al; Case No. MCC 1300939.
2. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matter of pending litigation:  
Citizens for Quality Development v. City of Wildomar and Sunbelt Communities; Case No. MCC 1300818.
3. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matter of pending litigation:  
Martha Bridges & John Burkett v. City of Wildomar and Sunbelt Communities; Case No. MCC 1300893.

**RECONVENE INTO OPEN SESSION**

**ANNOUNCEMENT**

**ADJOURN CLOSED SESSION**

## **CALL TO ORDER – REGULAR SESSION - 6:30 P.M.**

### **ROLL CALL**

### **FLAG SALUTE**

### **PRESENTATIONS**

Government Finance Officers Association (GFOA) Award Presentation

Police Quarterly Report & Sheriff's Posse

Fire Department Update

### **PUBLIC COMMENTS**

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

### **COUNCIL COMMUNICATIONS**

### **APPROVAL OF THE AGENDA AS PRESENTED**

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

## **1.0 CONSENT CALENDAR**

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

### **1.1 Reading of Ordinances**

**RECOMMENDATION:** Approve the reading by title only of all ordinances.

### **1.2 Minutes – August 14, 2013 Regular Meeting**

**RECOMMENDATION:** Staff recommends that the City Council approve the Minutes as submitted.

### **1.3 Warrant & Payroll Registers**

**RECOMMENDATION:** Staff recommends that the City Council approve the following:

1. Warrant Register dated 08-01-13 in the amount of \$43,856.44;
2. Warrant Register dated 08-01-13 in the amount of \$532,789.35;
3. Warrant Register dated 08-07-13 in the amount of \$11,974.98;
4. Warrant Register dated 08-08-13 in the amount of \$204,602.15;
5. Warrant Register dated 08-08-13 in the amount of \$35,571.87;
6. Warrant Register dated 08-15-13 in the amount of \$92,151.95;
7. Warrant Register dated 08-22-13 in the amount of \$28,163.83;
8. Warrant Register dated 08-26-13 in the amount of \$5,769.09;
9. Warrant Register dated 08-29-13 in the amount of \$2,340.25;
10. Warrant Register dated 08-29-13 in the amount of \$24,415.89;
11. Warrant Register dated 08-29-13 in the amount of \$9,905.21; &
12. Payroll Register dated 08-30-13 in the amount of \$69,089.45.

### **1.4 Treasurer's Report**

**RECOMMENDATION:** Staff recommends that the City Council approve the Treasurer's Report for July, 2013.

### **1.5 Maintenance Agreements for Landscaping and Street Sweeping for Tract Map 31345, Canyon Village (11-0066)**

**RECOMMENDATION:** Staff recommends that the City Council authorize the City Manager to execute the Maintenance Agreements.

### **1.6 City Hall Facility Lease Extensions**

**RECOMMENDATION:** Staff recommends that the City Council receive and file the report.

**1.7 Vacation of Irrevocable Offer of Dedication of Riverside County Flood Control Storm Drain Easement for Tract Map 31837, Andalusia II (12-0401)**

**RECOMMENDATION:** Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2013 - \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, VACATING THE IRREVOCABLE OFFER OF DEDICATION FOR STORM DRAIN PURPOSES FOR TRACT MAP 31837

**1.8 National Pollution Discharge Elimination System (NPDES) Urban Runoff Discharge Permit Implementation Agreement First Amendment for the Santa Ana Region**

**RECOMMENDATION:** Staff recommends that the City Council approve and authorize the Mayor to execute the First Amendment of the NPDES Implementation Agreement.

**1.9 Parks Funding Measure Citizen's Oversight Advisory Committee Resolution**

**RECOMMENDATION:** Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2013 - \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REPEALING RESOLUTION 2013-05 AND ESTABLISHING THE ORGANIZATION, OBJECTIVES AND RESPONSIBILITIES OF A WILDOMAR COMMUNITY PARKS FUNDING MEASURE CITIZEN'S OVERSIGHT ADVISORY COMMITTEE AND COMMITTEE MEMBER VOLUNTEERS DESCRIPTION

**1.10 Ordinance No. 79 Second Reading and Adoption**

**RECOMMENDATION:** Staff recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 79

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING An EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES PER SECTION 15061(B)(3), AND APPROVING ZONING ORDINANCE AMENDMENT NO. 13-02 TO AMEND SECTION 17.172.205 (FENCES) TO ESTABLISH HEIGHT AND LOCATION STANDARDS FOR FENCES AND WALLS IN RESIDENTIAL ZONES AND RESTRICTIONS ON PROHIBITIVE FENCING MATERIALS

## **2.0 PUBLIC HEARINGS**

### **2.1 Development Agreement No. 13-0033 – C.V. Communities for Tentative Tract Map No. 32535**

**RECOMMENDATION:** The Planning Commission recommends that the City Council introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. \_\_\_\_\_

An ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT FOR TENTATIVE TRACT MAP NO. 32535 (PLANNING APPLICATION NO. 13-0033) GENERALLY ON THE WEST SIDE OF STABLE LANES ROAD, NORTH OF CLINTON KEITH ROAD AND SOUTH OF CATT ROAD (APN: 380-110-005, 380-110-006, 380-120-001, 380-120-002, 380-100-006, 380-100-005, 380-130-002, 380-130-018 AND 380-100-004)

## **3.0 GENERAL BUSINESS**

### **3.1 Change to Procedures for Processing Minor Changes to Tentative Maps**

**RECOMMENDATION:** Staff recommends that the City Council introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTIONS 16.04.060 AND 16.12.220 OF THE WILDOMAR MUNICIPAL CODE (SUBDIVISIONS) PERTAINING TO MINOR CHANGES TO APPROVED TENTATIVE MAPS

## **CITY MANAGER REPORT**

## **COUNCIL COMMUNICATIONS**

## **FUTURE AGENDA ITEMS**

## **ADJOURN THE CITY COUNCIL**

In accordance with Government Code Section 54952.3, I, Debbie A. Lee, City of Wildomar City Clerk, do hereby declare that the Board of Trustees will receive no compensation or stipend for the convening of the following regular meeting of the Wildomar Cemetery District.

## **CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT**

### **ROLL CALL**

### **PUBLIC COMMENTS**

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

### **BOARD COMMUNICATIONS**

### **APPROVAL OF THE AGENDA AS PRESENTED**

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

#### **4.0 CONSENT CALENDAR**

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

##### **4.1 Minutes – August 14, 2013 Regular Meeting**

**RECOMMENDATION:** Staff recommends that the Board of Trustees approve the Minutes as submitted.

##### **4.2 Warrant Register**

**RECOMMENDATION:** Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 08-01-13, in the amount of \$28.19;
2. Warrant Register dated 08-01-13, in the amount of \$151.46;
3. Warrant Register dated 08-15-13, in the amount of \$2,776.2;
4. Warrant Register dated 08-22-13, in the amount of \$679.44; &
5. Warrant Register dated 08-29-13, in the amount of \$446.00.

##### **4.3 Treasurer's Report**

**RECOMMENDATION:** Staff recommends that the Board of Trustees approve the Treasurer's Report for July, 2013.

#### **5.0 PUBLIC HEARINGS**

There are no items scheduled.

#### **6.0 GENERAL BUSINESS**

There are no items scheduled.

#### **GENERAL MANAGER REPORT**

#### **FUTURE AGENDA ITEMS**

#### **ADJOURN WILDOMAR CEMETERY DISTRICT**

**City Council/Wildomar Cemetery District Regular Meeting Schedule**

October 9	February 12	June 11
November 13	March 12	July 9
December 11	April 9	August 13
January 8	May 14	September 10

If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans With Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

Any person that requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting, may request such modification, accommodation, aid or service by contacting the City Clerk either in person or by phone at 951/677-7751, no later than 10:00 a.m. on the day preceding the scheduled meeting.

I, Debbie A. Lee, Wildomar City Clerk, do certify that on September 6, 2013, by 5:00 p.m., a true and correct copy of this agenda was posted at the three designated posting locations:

Wildomar City Hall, 23873 Clinton Keith Road,  
U.S. Post Office, 21392 Palomar Street,  
Library, 34303 Mission Trail Blvd.

  
\_\_\_\_\_  
Debbie A. Lee, CMC, City Clerk

**CITY OF WILDOMAR  
CITY COUNCIL REGULAR MEETING MINUTES  
AUGUST 14, 2013**

**CALL TO ORDER – CLOSED SESSION - 5:30 P.M.**

The closed session of August 14, 2013, of the Wildomar City Council was called to order by Mayor Walker at 5:30 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

City Council Roll Call showed the following Members in attendance: Mayor Walker, Mayor Pro Tem Swanson, Council Members Benoit, Cashman (arrived at 5:32 p.m.), and Moore. Members absent: None.

Staff in attendance: City Manager Nordquist, City Attorney Jex, and City Clerk Lee.

**PUBLIC COMMENTS**

There were no speakers.

**CLOSED SESSION**

City Clerk Lee announced:

1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.8 to confer with legal counsel and conference with real property negotiators as follows:  
Property: 21122 Canyon Drive, APN 367-020-006; Wildomar, CA  
Agency negotiator: Gary Nordquist and Dan York  
Negotiating parties: Milton P & Marie O Secord Trust  
Under negotiation: Instruction regarding price and terms of payment.
2. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.8 to confer with legal counsel and conference with real property negotiators as follows:  
Property: Southeast corner of Bundy Canyon Road & Orange Street, APN 367-040-038; Wildomar, CA  
Agency negotiator: Gary Nordquist and Dan York  
Negotiating parties: Georgios & Diamanda Mariam Rigas & Christina Labrini Rigas et al  
Under negotiation: Instruction regarding price and terms of payment.

3. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9(d)(1) to confer with legal counsel with regard to the following matter of pending litigation:  
Martha Bridges and John Burkett v. City of Wildomar; Case number: MCC 1300555.
4. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matter of pending litigation:  
Citizens for Quality Development v. City of Wildomar and Sunbelt Communities; Case No. MCC 1300818.
5. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matter of pending litigation:  
Martha Bridges & John Burkett v. City of Wildomar and Sunbelt Communities; Case No. MCC 1300893.

### **RECONVENE INTO OPEN SESSION**

At 6:38 p.m. the City Council reconvened into closed session with all Council Members present.

### **ANNOUNCEMENT**

City Attorney Jex announced there was no reportable action from closed session.

### **ADJOURN CLOSED SESSION**

There being no further business Mayor Walker declared the closed session adjourned at 6:38 p.m.

## **CALL TO ORDER – REGULAR SESSION - 6:30 P.M.**

The regular meeting of August 14, 2013, of the Wildomar City Council was called to order by Mayor Walker at 6:38 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

City Council Roll Call showed the following Members in attendance: Mayor Walker, Mayor Pro Tem Swanson, Council Members Benoit, Cashman, and Moore. Members absent: None.

Staff in attendance: City Manager Nordquist, City Attorney Jex, Public Works Director York, Planning Director Bassi, Police Chief Kennedy-Smith, Lt. Hall, Lt. Knudson, Fire Chief Beach and City Clerk Lee.

The Flag Salute was led by Mayor Walker.

## **PRESENTATIONS**

Fire Chief Beach presented the Fire Department update.

Police Chief Kennedy-Smith introduced two new officers to the Police Department.

Mayor Walker presented a Proclamation to former Public Works Director Tim D’Zmura for his tenure at the City.

The final Clinton Keith Interchange Construction Project update was given.

## **REFRESHMENT BREAK**

At 7:03 p.m. the City Council took a refreshment break courtesy of Green Communications Company in honor of the opening of the Clinton Keith bridge.

## **RECONVENE MEETING**

At 7:14 p.m. the City Council reconvened into open session with all Council Members present.

## **PUBLIC COMMENTS**

Dionna Fitch, Sycamore Academy, spoke regarding the school activities.

## **COUNCIL COMMUNICATIONS**

The City Council gave updates regarding the various committees, commissions, and boards they sit on regionally.

## **APPROVAL OF THE AGENDA AS PRESENTED**

**A MOTION** was made by Councilwoman Moore, seconded by Councilman Benoit, to approve the agenda as presented.

**MOTION** carried, 5-0.

### **1.0 CONSENT CALENDAR**

**A MOTION** was made by Councilwoman Moore, seconded by Councilman Benoit, to approve the Consent Calendar as presented.

**MOTION** carried, 5-0.

#### **1.1 Reading of Ordinances**

Approved the reading by title only of all ordinances.

#### **1.2 Minutes – July 10, 2013 Regular Meeting**

Approved the Minutes as submitted.

#### **1.3 Minutes – July 17, 2013 Special Meeting**

Approved the Minutes as submitted.

#### **1.4 Minutes – August 7, 2013 Special Meeting**

Approved the Minutes as submitted.

#### **1.5 Warrant & Payroll Registers**

Approved the following:

Warrant Register dated 07-03-13 in the amount of \$112,163.11;

Warrant Register dated 07-03-13 in the amount of \$50,280.90;

Warrant Register dated 07-11-13 in the amount of \$17,618.74  
Warrant Register dated 07-18-13 in the amount of \$1,228.87;  
Warrant Register dated 07-18-13 in the amount of \$101,879.60;  
Warrant Register dated 07-25-13 in the amount of \$18,728.43;  
Warrant Register dated 07-25-13 in the amount of \$21,683.12; &  
Payroll Register dated 08-05-13 in the amount of \$46,042.59.

**1.6 Treasurer's Report**

Approved the Treasurer's Report for June, 2013.

**1.7 Appointments to the Public Agency Risk Sharing Authority of California (PARSAC)**

Adopted a Resolution entitled:

RESOLUTION NO. 2013 - 33  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, RESCINDING RESOLUTION NO. 2011-03 AND  
APPOINTING A REPRESENTATIVE AND ALTERNATE TO THE PUBLIC  
AGENCY RISK SHARING AUTHORITY OF CALIFORNIA (PARSAC)  
BOARD OF DIRECTORS

**1.8 Funding Transmittal Agreement with County of Riverside**

Executed the Funding Transmittal Agreement with the County of  
Riverside.

**1.9 Tentative Tract Map 31479 Final Map and Subdivision Improvement Agreement (11-0254)**

1. Adopted a Resolution entitled:

RESOLUTION NO. 2013 - 34  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, APPROVING FINAL MAP FOR  
TENTATIVE TRACT MAP 31479 AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT  
AGREEMENT AND THE LIEN AGREEMENT

2. Authorized the City Manager to execute the Cooperative Agreement  
with Riverside County Flood Control.

**1.10 City Hall Facility Lease**

Authorized the City Manager to sign all necessary documents to extend  
the City Hall lease option notification by up to an additional 100 days.

## **2.0 PUBLIC HEARINGS**

### **2.1 Landscaping and Lighting Maintenance District No. 89-1-Consolidated and Street Lighting Zones; Annexation Zone 181**

City Clerk Lee read the title.

Mayor Walker opened the public hearing.

Public Works Director York presented the staff report.

Mayor Walker asked for proof of mailing of the ballots.

City Clerk Lee presented the proof of mailing.

There being no speakers Mayor Walker closed the public hearing.

City Clerk Lee opened the ballots received and read:

On the first ballot, to both questions, the vote is yes.

On the second ballot, the vote was yes on question 1, and no on question two.

Public Works Director York stated both property owners have agreed to annex into the District. As far as the rate and method, what they are asking for is to review the CPI for the second property owner. The only action will be to annex them into the District only at this time.

Modifications to the proposed Resolution:

\*\*In the Resolution title strike out "AND LEVYING ASSESSMENTS"

\*\*Delete Section 5

**A MOTION** was made by Mayor Pro Tem Swanson, seconded by Councilwoman Moore, to adopt an amended Resolution entitled:

RESOLUTION NO. 2013 - 35  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, ORDERING THE ANNEXATION OF PROPERTY  
(ANNEXATION ZONE NO. 181) TO THE LANDSCAPE MAINTENANCE  
DISTRICT NO. 89-1-C

**MOTION** carried, 5-0.

**2.2 Zoning Ordinance Amendment No. 13-02 - Amending Section 17.172.205 (Fences) of the Wildomar Zoning Ordinance (Continued from July 10, 2013)**

City Clerk Lee read the title.

Mayor Walker stated the public hearing is still open.

Planning Director Bassi presented the staff report.

There being no speakers Mayor Walker closed the public hearing.

**A MOTION** was made by Councilman Benoit, seconded by Mayor Pro Tem Swanson, to introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. 79  
A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, ADOPTING AN EXEMPTION FROM THE CALIFORNIA  
ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES PER SECTION  
15061(B)(3), AND APPROVING ZONING ORDINANCE AMENDMENT  
NO. 13-02 TO AMEND SECTION 17.172.205 (FENCES) TO ESTABLISH  
HEIGHT AND LOCATION STANDARDS FOR FENCES AND WALLS IN  
RESIDENTIAL ZONES AND RESTRICTIONS ON PROHIBITIVE  
FENCING MATERIALS

**MOTION** carried, 5-0.

**3.0 GENERAL BUSINESS**

**3.1 League of California Cities Annual General Business Meeting Voting Delegate and Alternate**

City Clerk Lee read the title.

**A MOTION** was made by Mayor Pro Tem Swanson, seconded by Councilwoman Moore, to appoint Mayor Walker as the Voting Delegate, and Councilman Benoit as the Alternate.

**MOTION** carried, 5-0.

## **CITY MANAGER REPORT**

City Manager spoke regarding the parkland by Reagan Elementary School.

City Clerk Lee reported on a program called "Stars for our Troops".

## **COUNCIL COMMUNICATIONS**

The City Council gave updates regarding the various committees, commissions, and boards they sit on regionally.

## **FUTURE AGENDA ITEMS**

There were no items.

## **ADJOURN THE CITY COUNCIL**

There being no further business Mayor Walker declared the meeting adjourned at 7:53 p.m.

Submitted by:

Approved by:

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Debbie A. Lee, CMC  
City Clerk

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Timothy Walker  
Mayor

**CITY OF WILDOMAR CITY COUNCIL**  
**Agenda Item#1.3**  
**CONSENT CALENDAR**  
**Meeting Date: September 11, 2013**

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**TO:** Mayor and City Council Members  
**FROM:** Misty V. Cheng, Controller  
**SUBJECT:** Warrant and Payroll Registers

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve the following:

1. Warrant Register dated 08-01-13 in the amount of \$43,856.44;
2. Warrant Register dated 08-01-13 in the amount of \$532,789.35;
3. Warrant Register dated 08-07-13 in the amount of \$11,974.98;
4. Warrant Register dated 08-08-13 in the amount of \$204,602.15;
5. Warrant Register dated 08-08-13 in the amount of \$35,571.87;
6. Warrant Register dated 08-15-13 in the amount of \$92,151.95;
7. Warrant Register dated 08-22-13 in the amount of \$28,163.83;
8. Warrant Register dated 08-26-13 in the amount of \$5,769.09;
9. Warrant Register dated 08-29-13 in the amount of \$2,340.25;
10. Warrant Register dated 08-29-13 in the amount of \$24,415.89;
11. Warrant Register dated 08-29-13 in the amount of \$9,905.21; &
12. Payroll Register dated 08-30-13 in the amount of \$69,089.45.

**DISCUSSION:**

The City of Wildomar requires that the City Council audit payments of demands and direct the City Manager to issue checks. The Warrant and Payroll Registers are submitted for approval.

**FISCAL IMPACT:**

These Warrant and Payroll Registers will have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the Fiscal Year 2012-13 Budgets.

Submitted by:  
Misty V. Cheng  
Controller

Approved by:  
Gary Nordquist  
City Manager

**ATTACHMENTS:**

Voucher List 8/1/2013 x2  
Voucher List 8/7/2013  
Voucher List 8/8/2013 x2  
Voucher List 8/15/2013  
Voucher List 8/22/2013  
Voucher List 8/26/2013  
Voucher List 8/29/2013 x3  
Payroll List 8/30/13

Voucher List  
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202444	8/1/2013	000034 BIO-TOX LABORATORIES	27272		RC SHERIFF - LAB SERVICE	78.00
					Total :	78.00
202445	8/1/2013	000054 DEPARTMENT OF TRANSPORTATION	SL131140		APRIL 2013-JUNE 2013 SIGNALS/LI	2,493.28
					Total :	2,493.28
202446	8/1/2013	000497 EXCEL LANDSCAPE	77448	0000076	ZONE 30 IRRIGATION REPAIRS	685.63
			77449	0000076	ZONE 52 IRRIGATION REPAIRS	91.89
					Total :	777.52
202447	8/1/2013	000499 INLAND EMPIRE LANDSCAPE INC	6249	0000078	JUNE 2013 LANDSCP MAINT ZONE	177.05
			6250	0000078	JUNE 2013 LANDSCP MAINT ZONE	969.78
			6251	0000078	JUNE 2013 LANDSCP MAINT ZONE	230.48
			6252	0000078	JUNE 2013 LANDSCP MAINT ZONE	211.32
			6253	0000078	JUNE 2013 LANDSCP MAINT ZONE	3,231.69
			6254	0000078	JUNE 2013 LANDSCP REPAIR/REPL	840.44
					Total :	5,660.76
202448	8/1/2013	000042 PV MAINTENANCE, INC.	005-147		JUNE 2013 CONTRACTUAL SVCS	29,363.76
					Total :	29,363.76
202449	8/1/2013	000047 RIVERSIDE COUNTY, SHERIFF'S DEPAR SH0000022006			JUNE 2013 JAIL ACCESS FEE	3,906.72
					Total :	3,906.72
202450	8/1/2013	000529 SIEMENS INDUSTRY, INC	400106041		TRAFFIC SIG. RESP CALL JUNE 20	1,576.40
					Total :	1,576.40
7 Vouchers for bank code : wf						Bank total : 43,856.44
7 Vouchers in this report						Total vouchers : 43,856.44

vchlist  
08/01/2013 5:13:48PM

Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202451	8/1/2013	000008 AT&T MOBILITY	X07282013		6/21/13-7/20/13 COUNCIL MOBILE P	110.26
					<b>Total :</b>	<b>110.26</b>
202452	8/1/2013	000028 CALPERS	71413		7/1/13-7/14/13 BENEFIT CONTRIBU	5,289.00
					<b>Total :</b>	<b>5,289.00</b>
202453	8/1/2013	000076 EDC OF SOUTHWEST CALIFORNIA	#2013-14-WIL		BALANCE EDC CITY MEMBERSHIP	1,500.00
					<b>Total :</b>	<b>1,500.00</b>
202454	8/1/2013	000022 EDISON	72013		ZONE ELECTRICAL 6/10/13-7/17/13	803.40
					<b>Total :</b>	<b>803.40</b>
202455	8/1/2013	000040 MPS	43528		WHITE ENVELOPES	321.04
					<b>Total :</b>	<b>321.04</b>
202456	8/1/2013	000149 RIVERSIDE COUNTY EXECUTIVE, OFFIC	70213A		CITY INCORP TRANSITION COST R	108,170.00
			70213B		CITY INCORP TRANSITION COST R	414,554.00
					<b>Total :</b>	<b>522,724.00</b>
202457	8/1/2013	000006 WELLS FARGO PAYMENT REMITTANCE, 061913			NON-DEPARTMENTAL & PLANNING	195.78
			62113		OFFICE OF EMERG. SVCS SUPPLIE	18.87
			62113		OFFICE OF EMERG SVCS DEPT SL	12.95
			62513		NON-DEPARTMENETAL OFFICE SU	180.98
			62613		CITY COUNCIL MEETING/CONFERE	83.81
			70213		PAYPAL FLOW PRO FOR EDEN WE	59.95
			70313		CITY MANAGER TRAINING	50.00
			70513		NON-DEPT CONFERENCE CALLINC	31.33
			70813		CITY COUNCIL OTHER/TELEPHONI	30.08
			70813		OFFICE SUPPLIES: CITY MGR, ADM	323.37
			70913		PLANNING DIRECTOR MEMBERSH	500.00
			70913A		NON-DEPARTMENTAL OFFICE SUP	78.46
			70913B		NON-DEPARTMENTAL OFFICE SUP	132.95
			71013		CITY COUNCIL MEETING SUPPLIES	35.97
			71113		BUILDING & SAFETY/NON-DEPT OF	45.45
			71313		INTUIT ONLINE QB SUBSCRIPTION	23.97
			71713		CODE ENFORCEMENT DEPT SUPP	29.15

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Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202457	8/1/2013	000006 WELLS FARGO PAYMENT REMITTANCE,	(Continued)			
			71913		CEMETERY GASOLINE	195.00
			907		NON-DEPARTMENTAL DEPT SUPPL	13.58
					Total :	2,041.65
7 Vouchers for bank code : wf					Bank total :	532,789.35
7 Vouchers in this report					Total vouchers :	532,789.35

Voucher List  
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202458	8/7/2013	000028 CALPERS	73113		CITY COUNCIL & PERS SURVIVOR	363.25
Total :						363.25
202459	8/7/2013	000028 CALPERS	1041		AUGUST 2013 HEALTH PREMIUM	11,317.49
Total :						11,317.49
202460	8/7/2013	000028 CALPERS	1041B		AUGUST 2013 CEMETERY RETIREE	294.24
Total :						294.24
3 Vouchers for bank code : wf						Bank total : 11,974.98
3 Vouchers in this report						Total vouchers : 11,974.98

Voucher List  
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202461	8/8/2013	000033 AMERICAN FORENSIC NURSES	63474		BLOOD DRAW (1)	41.08
					Total :	41.08
202462	8/8/2013	000007 ANIMAL FRIENDS OF THE VALLEY,, INC. JUNE			JUNE 2013 ANIMAL CONTROL SER	5,600.00
					Total :	5,600.00
202463	8/8/2013	000047 RIVERSIDE COUNTY, SHERIFF'S DEPAR SH0000022108			5/30/13-6/30/13 CONTRACT LAW EN	193,081.07
					Total :	193,081.07
202464	8/8/2013	000217 SITE CREATORS	1217		2/1/12-1/31/13 SERVER LEASE & HC	630.00
			1356		1ST & 2ND QTR 2012 WEBSITE MA	990.00
			1793		3RD QTR 2012 WEBSITE MAINTEN/	1,265.00
			1863		1ST QTR 2013 WEBSITE MAINTEN/	825.00
			1924		2ND QTR 2013 WEBSITE MAINTEN/	990.00
			42790		4TH QTR 2010 SUPPORT & MAINTEN	550.00
			42836		2/1/11-2/1/12 SERVER LEASE & HO	630.00
					Total :	5,880.00

4 Vouchers for bank code : wf

Bank total : 204,602.15

4 Vouchers in this report

Total vouchers : 204,602.15

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Voucher List  
City of Wildomar

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Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202479	8/15/2013	000080 BURKE, WILLIAMS AND SORENSON,, LL	167974		JUNE 2013 LEGAL FEES	89,346.68
					Total :	89,346.68
202480	8/15/2013	000035 COUNTY OF RIVERSIDE, TLMA	TL0000009809		JUNE 2013 SLF COSTS	2,805.27
					Total :	2,805.27
2 Vouchers for bank code : wf					Bank total :	92,151.95
2 Vouchers in this report					Total vouchers :	92,151.95

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Voucher List  
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202491	8/15/2013	000034 BIO-TOX LABORATORIES	27411		RC SHERIFF - LAB SERVICES	301.90
			27412		RC SHERIFF - LAB SERVICES	293.00
			27413		RC SHERIFF - LAB SERVICES	159.00
					Total :	753.90
202492	8/15/2013	000028 CALPERS	81113		7/29/13-8/11/13 BENEFIT CONTRIBL	5,278.95
					Total :	5,278.95
202493	8/15/2013	000011 CR&R INC.	266892		7/31/13 DUMP 40 YD BX & DISPOSAL	288.60
					Total :	288.60
202494	8/15/2013	000036 DATAQUICK	B1-2192103		CODE ENFORCEMENT SOFTWARE	351.00
					Total :	351.00
202495	8/15/2013	000022 EDISON	80613A		ELEC 7/1/13-8/1/13 WILDOMAR CIT	192.20
			80613B		ELEC 7/1/13-8/1/13 WILDOMAR CIT	72.76
			80613C		ELEC 7/1/13-8/1/13 CSA 22	2,997.03
			80613D		ELEC 7/1/13-8/1/13 CSA 103	13,038.04
			80713		ELEC 7/1/13-8/1/13 CSA 142	1,925.21
					Total :	18,225.24
202496	8/15/2013	000016 INNOVATIVE DOCUMENT SOLUTIONS	131981		7/1/13-7/31/13 CONTRACT COPIER	497.38
					Total :	497.38
202497	8/15/2013	000400 LEE, DEBBIE	81113		REIMBURSEMENT - PRINTER FOR	151.06
					Total :	151.06
202498	8/15/2013	000178 MORALES, JANET	73113		JULY 2013 MILEAGE REIMBURSEM	19.66
					Total :	19.66
202499	8/15/2013	000018 ONTRAC	7749522		JULY SHIPPING COSTS	35.90
					Total :	35.90
202500	8/15/2013	000185 PITNEY BOWES	70913		POSTAGE METER REFILL 7/9/13	500.00
					Total :	500.00
202501	8/15/2013	000283 RIVERSIDE COUNTY CLERK	81313		FILING FEE - N.O.E. SOA13-02	50.00

Voucher List  
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202501	8/15/2013	000283	000283 RIVERSIDE COUNTY CLERK	(Continued)	Total :	50.00
202502	8/15/2013	000464	SOUTHWEST HEALTHCARE SYSTEM	WI005	POLICE DEPT EXAM 7/11/13 & 7/27/	1,800.00
					Total :	1,800.00
202503	8/15/2013	000020	VERIZON	80113A	8/1/13-8/31/13 OFFICE TELEPHONE	634.43
				80113B	8/1/13-8/31/13 TELEPHONE CHARG	41.43
					Total :	675.86
13 Vouchers for bank code : wf						Bank total : 28,627.55
13 Vouchers in this report						Total vouchers : 28,627.55

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Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202504	8/19/2013	000557 On the Level	Ref000005131		REFUND BMR-13-0013, CANCELLED	96.69
Total :						96.69
1 Vouchers for bank code : wf						Bank total : 96.69
1 Vouchers in this report						Total vouchers : 96.69

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Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202509	8/22/2013	000312 ADAME LANDSCAPE, INC.	52719		AUG 2013 MONTHLY LANDSCAPE M	125.00
					Total :	125.00
202510	8/22/2013	000031 AFLAC, REMITTANCE PROCESSING, CE	930626		AUG 2013 CITY COUNCIL & CITY CI	475.45
					Total :	475.45
202511	8/22/2013	000058 DEPARTMENT OF JUSTICE	987135		JULY 2013 POLICE BLOOD ALCOHC	35.00
					Total :	35.00
202512	8/22/2013	000027 DIRECT TV	21118718431		8/12/13-9/11/13 CABLE SERVICE - C	94.99
					Total :	94.99
202513	8/22/2013	000022 EDISON	81513 81613		7/15/13-8/13/13 ELECTRICAL SERVI 7/17/13-8/15/13 ELEC WILDOLMAR	2,754.99 14.75
					Total :	2,769.74
202514	8/22/2013	000549 ENTERPRISE MEDIA	101108827		PUBLIC NOTICE - NOA 2013-2021 H	190.30
					Total :	190.30
202515	8/22/2013	000024 GUARDIAN	81413		SEPT 2013 DENTAL & VISION BENE	1,514.32
					Total :	1,514.32
202516	8/22/2013	000018 ONTRAC	7756551		SHIPPING COSTS	54.41
					Total :	54.41
202517	8/22/2013	000185 PITNEY BOWES	784761		POSTAGE METER RENTAL 9/16/13-	97.20
					Total :	97.20
202518	8/22/2013	000149 RIVERSIDE COUNTY EXECUTIVE, OFFIC	1314-02WIL		ANIMAL SHELTER SHELTERING SV	12,618.74
					Total :	12,618.74
202519	8/22/2013	000435 STRATA OAK, LLC C/O STRATA, EQUITY	90113		SEPT. 2013 CITY HALL MONTHLY L	10,147.65
					Total :	10,147.65
202520	8/22/2013	000020 VERIZON	80713		8/7/13-9/6/13 TELEPHONE CHARGE	41.03
					Total :	41.03

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Voucher List  
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12		Vouchers for bank code : wf			Bank total :	28,163.83
12		Vouchers in this report			Total vouchers :	28,163.83

Voucher List  
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202521	8/26/2013	000012 ELSINORE VALLEY MUNICIPAL, WATER	6220372		6/12/13-7/17/13 WATER LMD ZN 52	103.80
			6220373		6/12/13-7/17/13 WATER LMD ZN 29	51.00
			6220374		6/12/13-7/17/13 WATER LMD ZN 23	116.36
			6220375		6/12/13-7/17/13 WATER LMD ZN 71	136.52
			6220376		6/12/13-7/17/13 WATER MARN O'B	286.30
			6224403		6/13/13-7/18/13 WATER HERITAGE I	106.31
			6227760		6/14/13-7/19/13 WATER LMD ZN 3 L	376.08
			6227761		6/14/13-7/19/13 WATER LMD ZN 3 L	716.79
			6227762		6/14/13-7/19/13 WATER LMD ZN 3 L	468.92
			6231100		6/19/13-7/24/13 WATER LMD ZN 42	331.76
			6231101		6/19/13-7/24/13 WATER LMD ZN 42	126.78
			6231102		6/19/13-7/24/13 WATER LMD ZN 42	223.73
			6234372		6/20/13-7/15/13 WATER LMD ZN 3 L	352.35
			6234373		6/20/13-7/25/13 WATER LMD ZN 30	60.46
			6234374		6/20/13-7/25/13 WATER LMD ZN 3 L	76.30
			6234375		6/20/13-7/25/13 WATER LMD ZN 351	97.39
			6234376		6/20/13-7/25/13 WATER LITTLE LEA	125.70
			6234377		6/20/13-7/25/13 WATER WINDSONG	83.03
			6234378		6/20/13-7/25/13 WATER LMD ZN 3 L	436.15
			6234379		6/20/13-7/25/13 WATER LMD ZN 3 L	133.27
			6234380		6/20/13-7/25/13 WATER LMD ZN 30	384.78
			6234381		6/20/13-7/25/13 WATER LMD ZN 3 L	217.75
			6234382		6/20/13-7/25/13 WATER 24450 1/2 C	146.74
			6234383		6/20/13-7/25/13 WATER 24450 CER	393.88
			6237699		6/21/13-7/26/13 WATER LMD ZN 3 L	216.94
Total :						5,769.09
1 Vouchers for bank code : wf						Bank total : 5,769.09
1 Vouchers in this report						Total vouchers : 5,769.09

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Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202523	8/29/2013	000497 EXCEL LANDSCAPE	77223A	0000076	ZONE 30 - JUNE 2013 LANDSCAPE	982.12
			77224A	0000076	ZONE 52 - JUNE 2013 LANDSCAPE	322.28
					Total :	1,304.40
202524	8/29/2013	000084 MUNISERVICES, LLC	0000031480		SALES & USE TAX REPORT SYS - S	1,035.85
					Total :	1,035.85
2 Vouchers for bank code : wf					Bank total :	2,340.25
2 Vouchers in this report					Total vouchers :	2,340.25

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Voucher List  
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202525	8/29/2013	000044 A&A JANITORIAL SERVICES	1997	0000082	JANITORIAL SERVICES - MARNA O'	870.00
					Total :	870.00
202526	8/29/2013	000008 AT&T MOBILITY	X08202013		COUNCIL MOBILE PHONE 7/13/13-E	77.22
					Total :	77.22
202527	8/29/2013	000028 CALPERS	1067A		SEPT 2013 MEDICAL PREMIUMS	11,317.49
					Total :	11,317.49
202528	8/29/2013	000028 CALPERS	82513		8/12/13-8/25/13 BENEFIT CONTRIBU	5,278.95
			83113		CITY COUNCIL BENEFIT CONTRIBU	363.25
					Total :	5,642.20
202529	8/29/2013	000002 CRYSTAL CLEAN MAINTENANCE	803B		JANITORIAL SERVICES - CITY HALL	698.00
					Total :	698.00
202530	8/29/2013	000037 DATA TICKET, INC.	48555		JULY 2013 CODE ENFORCEMENT C	150.00
					Total :	150.00
202531	8/29/2013	000012 ELSINORE VALLEY MUNICIPAL, WATER	6273505		7/17/13-8/14/13 WATER LMD ZN 52	112.31
			6273506		7/17/13-8/14/13 WATER LMD ZN 29	46.34
			6273507		7/17/13-8/14/13 WATER LMD ZN 3 L	106.27
			6273508		7/17/13-8/14/13 WATER LMD ZN 71	147.16
			6273509		7/17/13-8/14/13 WATER MARNA O'B	202.89
			6277564		7/17/13-8/14/13 WATER HERITAGE I	604.78
			6280978		7/19/13-8/16/13 WATER LMD ZN 3 L	387.64
			6280979		7/19/13-8/16/13 WATER LMD ZN 3 L	760.49
			6280980		7/19/13-8/16/13 WATER LMD ZN 3 L	688.75
			6284251		7/24/13-8/21/13 WATER LMD ZN 42	241.91
			6284252		7/24/13-8/21/13 WATER LMD ZN 42	115.05
			6284253		7/24/13-8/21/13 WATER LMD ZN 42	212.59
					Total :	3,626.18
202532	8/29/2013	000077 EXEC-U-CARE	82013		AUG 2013 MEDICAL INSURANCE C	536.77
					Total :	536.77
202533	8/29/2013	000079 LAN WAN ENTERPRISE	47651		SYMANTEC GOVT RENEWAL PROT	196.22

Voucher List  
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202533	8/29/2013	000079	000079 LAN WAN ENTERPRISE		(Continued)	Total : 196.22
202534	8/29/2013	000529	SIEMENS INDUSTRY, INC	400108497	TRAFFIC SIGNAL MAINTENANCE JI	1,301.81
					Total :	1,301.81
10	Vouchers for bank code : wf					Bank total : 24,415.89
10	Vouchers in this report					Total vouchers : 24,415.89

Voucher List  
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202535	8/29/2013	000006	WELLS FARGO PAYMENT REMITTANCE,		EZ-UP CASE	58.31
			072613		CITY COUNCIL - OTHER/TELEPHON	30.08
			080713		LOCC ANNUAL CONF 2013 TRAVEL	1,577.88
			080813		NON-DEPARTMENTAL SUPPLIES - I	213.69
			71613		INTERMEDIATE GOVT ACCTING RE	150.00
			71813		CITY CLERK DUES IIMC	200.00
			71913		IPAD FOR PUBLIC WORKS/EMERG	607.79
			72013		NON-DEPARTMENTAL DEPT SUPPL	47.48
			72013		CITY MANAGER & NON-DEPT SUPP	173.05
			72213		FIRE STATION EXPENSES	138.85
			72613		BREAKROOM SUPPLIES	20.06
			73013		CEMETERY GASOLINE	97.00
			73113		CLERK & BREAKROOM SUPPLIES	37.59
			73113		FIRE STATION EXPENSE	41.80
			80113		BUILDING & SAFETY OFFICE SUPP	79.02
			80113		2013 BUILDING CODE BOOKS	2,311.65
			80213		PAYFLOW PAYPAL	59.95
			80213		BUILDING & SAFETY SUPPLIES & M	133.37
			80513A		NON-DEPARTMENTAL CONFERENC	37.34
			80513B		BREAKROOM SUPPLIES	40.42
			80613		GARAGE AND OFFICE SUPPLIES	155.71
			80613		DOCUMENT FOR GRAND JURY	7.45
			80713		LOCC ANNUAL CONF 2013 (WALKE	1,575.00
			80713		LAKE ELSINORE STATE OF THE CI	153.00
			80913		OFFICE AND DEPARTMENT SUPPL	465.83
			81213		CITY MANAGER / CITY CLERK OFF	330.64
			81313		FIRE STATION EXPENSES	146.85
			81313		INTUIT QB ONLINE	23.97
			81413		COUNCIL MEETING/CONFERENCE	142.43
			82113		BANK FEES	39.00
Total :						9,095.21
1 Vouchers for bank code : wf						Bank total : 9,095.21
1 Vouchers in this report						Total vouchers : 9,095.21

City of Wildomar  
Payroll Warrant Register  
August 30, 2013

<u>ACH Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
8/2/2013	Payroll People	07/13-07/26/13	22,836.51
8/16/2013	Payroll People	7/27-8/9/13	22,458.91
8/30/2013	Payroll People	8/1-8/28/13	1,044.65
8/30/2013	Payroll People	8/10-8/23/13	22,749.38
		TOTAL	69,089.45

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.4**  
**CONSENT CALENDAR**  
**Meeting Date: September 11, 2013**

---

**TO:** Mayor and City Council Members

**FROM:** Misty V. Cheng, Controller

**SUBJECT:** Treasurer's Report

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve the Treasurer's Report for July, 2013.

**DISCUSSION:**

Attached is the Treasurer's Report for Cash and Investments for the month of July, 2013.

**FISCAL IMPACT:**

None.

Submitted by:  
Misty V. Cheng  
Controller

Approved by:  
Gary Nordquist  
City Manager

**ATTACHMENTS:**

Treasurer's Report

**CITY OF WILDOMAR  
TREASURER'S REPORT FOR  
CASH AND INVESTMENT PORTFOLIO  
July 2013**

**CITY CASH**

<u>FUND</u>	<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BALANCE</u>	<u>RATE</u>
All	All	WELLS FARGO	\$ <u>5,493,586.89</u>	0.00%
		TOTAL	\$ <u>5,493,586.89</u>	

<u>FUND</u>	<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS</u>	<u>(-) WITHDRAWALS</u>	<u>ENDING BALANCE</u>	<u>RATE</u>
All	All	WELLS FARGO	\$ <u>5,614,247.93</u>	\$ <u>611,487.44</u>	\$ <u>(732,148.48)</u>	\$ <u>5,493,586.89</u>	0.000%
		TOTAL	\$ <u>5,614,247.93</u>	\$ <u>611,487.44</u>	\$ <u>(732,148.48)</u>	\$ <u>5,493,586.89</u>	

**CITY INVESTMENT**

<u>FUND</u>	<u>ISSUER</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>PERCENT OF PORTFOLIO</u>	<u>DAYS TO MAT.</u>	<u>STATED RATE</u>
All	LOCAL AGENCY INVESTMENT FUND	\$ <u>1,542,164.03</u>	\$ <u>1,542,164.03</u>	\$ <u>1,542,164.03</u>	<u>100.00%</u>	<u>0</u>	<u>0.267%</u>
	TOTAL	\$ <u>1,542,164.03</u>	\$ <u>1,542,164.03</u>	\$ <u>1,542,164.03</u>	<u>100.00%</u>		

**CITY - TOTAL CASH AND INVESTMENT**      \$ 7,035,750.92

**CITY INVESTMENT**

<u>FUND</u>	<u>ISSUER</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS/ PURCHASES</u>	<u>(-) WITHDRAWALS/ SALES/ MATURITIES</u>	<u>ENDING BALANCE</u>	<u>STATED RATE</u>
All	LOCAL AGENCY INVESTMENT FUNDS	\$ <u>1,541,228.20</u>	\$ <u>935.83</u>	\$ <u>0.00</u>	\$ <u>1,542,164.03</u>	0.267%
	TOTAL	\$ <u>1,541,228.20</u>	\$ <u>935.83</u>	\$ <u>0.00</u>	\$ <u>1,542,164.03</u>	

In compliance with the California Code Section 53646, as the Director of Finance/  
City Treasurer of the City of Wildomar, I hereby certify that sufficient investment liquidity  
and anticipated revenues are available to meet the City's expenditure  
requirements for the next six months and that all investments are in compliance  
to the City's Statement of Investment Policy.

I also certify that this report reflects all Government Agency pooled investments  
and all City's bank balances.

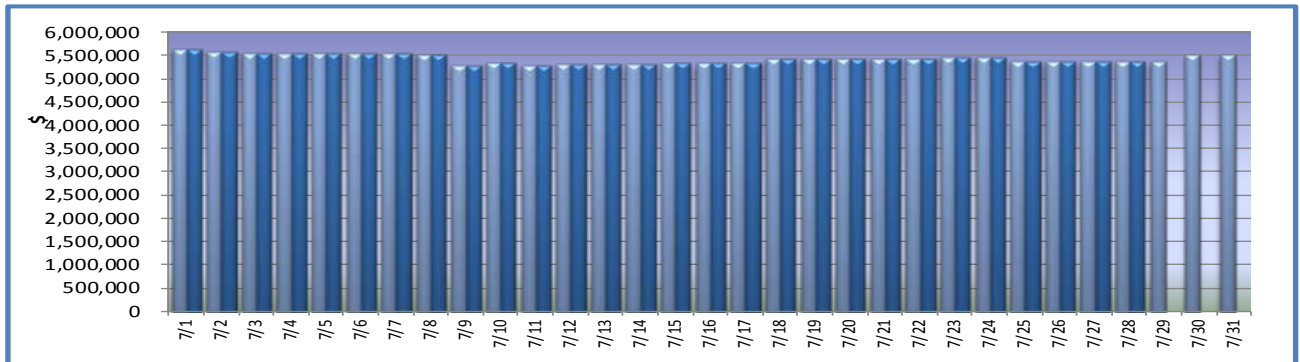
\_\_\_\_\_  
Misty V. Cheng  
Controller

\_\_\_\_\_  
Date



# July 2013

## Daily Cash Balance All Funds Checking Only Pool Report Balance



Fiscal Year	Ending Balance	Monthly Net Activity
Jan 2012	3,459,306	
Feb 2012	2,106,711	(1,352,595)
Mar 2012	2,102,433	(4,279)
Apr 2012	3,052,012	949,579
May 2012	5,602,180	2,550,168
June 2012	4,566,993	(1,035,187)
July 2012	4,200,028	(366,965)
August 2012	4,109,986	(90,042)
Sept 2012	4,225,751	115,764
Oct 2012	3,856,256	(369,494)
Nov 2012	3,865,806	9,550
Dec 2012	8,485,880	4,620,074
Jan 2013	8,278,187	(207,693)
Feb 2013	6,821,316	(1,456,871)
Mar 2013	7,216,637	395,321
Apr 2013	5,933,768	(1,282,869)
May 2013	5,673,657	(260,111)
June 2013	5,614,248	(59,409)
July 2013	5,493,587	(120,661)

July 2013		
Date	Ending Balance In Whole \$	Net Change from Prior Day
7/1	5,613,290	-
7/2	5,549,363	(63,927)
7/3	5,540,563	(8,800)
7/4	5,540,563	-
7/5	5,541,264	701
7/6	5,541,264	-
7/7	5,541,264	-
7/8	5,513,010	(28,255)
7/9	5,257,513	(255,497)
7/10	5,333,580	76,067
7/11	5,279,027	(54,553)
7/12	5,286,956	7,929
7/13	5,286,956	-
7/14	5,286,956	-
7/15	5,322,581	35,626
7/16	5,315,594	(6,987)
7/17	5,318,716	3,122
7/18	5,415,724	97,009
7/19	5,420,205	4,481
7/20	5,420,205	-
7/21	5,420,205	-
7/22	5,422,694	2,489
7/23	5,446,636	23,943
7/24	5,452,204	5,567
7/25	5,347,767	(104,437)
7/26	5,349,884	2,117
7/27	5,349,884	-
7/28	5,349,884	-
7/29	5,349,049	(835)
7/30	5,496,439	147,389
7/31	5,493,587	(2,852)

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.5**  
**CONSENT CALENDAR**  
**Meeting Date: September 11, 2013**

---

**TO:** Mayor and Council Members

**FROM:** Dan York, Public Works Director/ City Engineer

**SUBJECT:** Maintenance Agreements for Landscaping and Street Sweeping for Tract Map 31345, Canyon Village (11-0066)

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to execute the Maintenance Agreements.

**BACKGROUND:**

Tract Map 31345 also known as Canyon Village was recorded in the County on April 22, 2008. The developer seeks release of their remaining improvement and warranty bonds. Staff identified three outstanding items to be resolved. Pavement repairs were identified and the developer has completed the repairs. The developer is requested to execute a Landscape Maintenance Agreement with the City (Attachment 1). The developer was required to annex into CSA 152 for street sweeping services. The developer is not able to annex into the County's CSA 152 at this time. Therefore the developer is requested to execute a Maintenance Agreement for Street Sweeping Services (Attachment 2).

**FISCAL IMPACTS:**

There are no fiscal impacts to the City.

Submitted by:  
Dan York  
Public Works Director/City Engineer

Approved by:  
Gary Nordquist  
City Manager

**ATTACHMENTS:**

Attachment 1-Landscape Maintenance Agreement  
Attachment 2-Street Sweeping Maintenance Agreement

# **ATTACHMENT 1**

WARREN D. WILLIAMS  
General Manager-Chief Engineer



1995 MARKET STREET  
RIVERSIDE, CA 92501  
951.955.1200  
FAX 951.788.9965  
www.rcflood.org  
154466

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

July 16, 2013

RECEIVED  
JUL 18 2013  
CITY OF WILDOMAR

Mr. Tim D'Zmura, P.E.  
Director of Public Works  
City of Wildomar  
23873 Clinton Keith Road, Suite 201  
Wildomar, CA 92595

Dear Mr. D'Zmura:

Re: Murrieta Valley-  
Seattle Ridge Storm Drain  
Project No. 7-0-00233  
Tract Nos. 31353 and 31837

The District entered into a Cooperative Agreement with Rancho Vista II Ventures and the County of Riverside for the construction of Murrieta Valley-Seattle Ridge Storm Drain pursuant to the development of Tract No. 31353. This Agreement was recorded as Instrument Number 2005-1035675 on December 6, 2005.

This project was thereafter purchased by Meritage Homes of California which assumed contractual obligation and responsibility pursuant to a Right of Entry and Inspection Agreement executed in December 2011. It was also established at this time that the City of Wildomar assumed the obligation of the County as described in the original Cooperative Agreement due to the City incorporating in 2008.

One of the conditions of the Cooperative Agreement was to dedicate any necessary right of way for maintenance of the facility. This included an easement for an offsite inlet structure which was recorded as an Irrevocable Offer of Dedication as Instrument No. 2006-290825 on April 21, 2006. This easement is now within the adjacent subdivision, Tract 31837, owned by Lennar Homes.

Lennar Homes is currently in the process of developing their property. The conditions of development for Tract 31837 include extending the storm drain referred to above from Agape Lane to Catt Road via Seattle Ridge Drive and Rustic Oak Drive.

The District was contacted by Jarnne Valdez from Lennar Homes to have the Irrevocable Offer of Dedication referenced above quitclaimed pursuant to the fulfillment of terms described in the deed. The District has verified that the storm drain improvements have been constructed within both Tract 31353 and Tract 31837.

Mr. Tim D'Zmura, P.E.

-2-

July 16, 2013

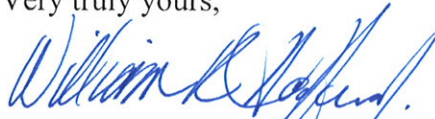
Re: Murrieta Valley-  
Seattle Ridge Storm Drain  
Project No. 7-0-00233  
Tract Nos. 31353 and 31837

The District now requests that the City of Wildomar proceed with the necessary actions to relinquish these easement rights. I have enclosed a quitclaim deed to be executed by the Mayor and the City Clerk conveying said easement to the current vested owner. Upon completion, please provide the District with a recorded copy of the Resolution and Deed.

A copy of the Cooperative Agreement, the subdivision maps, the storm drain plans and the Irrevocable Offer of Dedication are enclosed for your use.

If you need further clarification, please contact Ami Urista at 951.955.4518 or e-mail her at [aurista@rcflood.org](mailto:aurista@rcflood.org).

Very truly yours,



WILLIAM R. HOFFERBER, JR.  
Chief of Surveying and  
Mapping Division

Enclosures

cc: Lennar Homes of California, Inc.  
Attn: Jarnne Valdez  
City of Wildomar  
Attn: Dan York

AU:rlp

THIS IS TO CERTIFY that the County of Riverside  
consents to the recordation of this Irrevocable Offer  
of Dedication pursuant to a Cooperative Agreement  
recorded on DEC. 15, 2005 as  
Instrument No. 2005-1035675

NO FEE (GOV. CODE 6103)

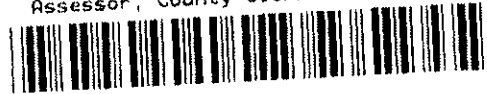
DOC # 2006-0290825

04/21/2006 08:00A Fee:NC  
Page 1 of 4

Page 1 of 4

Page 1 of 4  
Recorded in Official Records  
County of Riverside  
H. Hand

Larry W. Ward  
Assessor, County Clerk & Recorder



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC
			4						
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					COPY	LONG	REFUND	NCHG	EXAM

C  
MH

Dated: 2/27/06

By:

(signature)

Ge  
(print)

Title:

Affiliate Member  
GEORGETOWN HOMES, INC.

Dated: \_\_\_\_\_

By:

(signature)

```
(print)
```

Title:

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

SS.

On 02.28.2006

before me,

Barbara Means, Notary Public  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

George Zeber  
Name(s) of Signer(s)

☒ personally known to me

☐ 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.



WITNESS my hand and official seal.

Barbara Means  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Irrevocable Offer of Dedication

Document Date: 02.27.2006 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: none

### Capacity(ies) Claimed by Signer

Signer's Name: George Zeber

☐ Individual

☒ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Vice President,

Geobilt Homes, Inc.,

a member

Signer Is Representing: North Ranch I Ventures, LLC

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

**LEGAL DESCRIPTION  
FOR DRAINAGE EASEMENT**

That portion of Parcel 4 of Parcel Map No. 9253, as shown by map on file in Book 48 page 41 of parcel maps, in the office of the County Recorder, County of Riverside, State of California, more particularly described as follows;

**Commencing** at the intersection of Northerly line of said Parcel 4 and Easterly Right of Way Line of Agape Lane (60.00 feet in full width) as shown on said Parcel 4;

Thence along said Easterly Right of Way Line, South 01°10'18" East, 148.92 feet to the **TRUE PONT OF BEGINNING**;

Thence leaving said Right of Way Line, North 88°49'42" East, 51.90 feet;

Thence South 01°10'18" East, 48.31 feet;

Thence North 88°49'42" East, 29.18 feet;

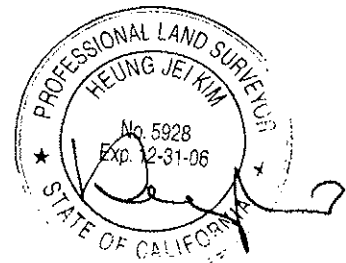
Thence South 01°10'18" East, 107.03 feet;

Thence South 88°49'42" West, 81.08 feet to the Easterly Right of Way Line of said Agape Lane;

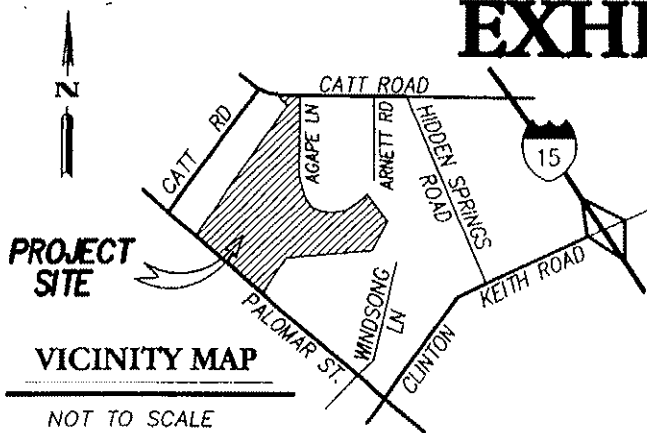
Thence along said Right of Way Line, North 01°10'18" West, 155.34 feet to the **TRUE POINT OF BEGINNING**.

This area containing 0.26 acres more or less.

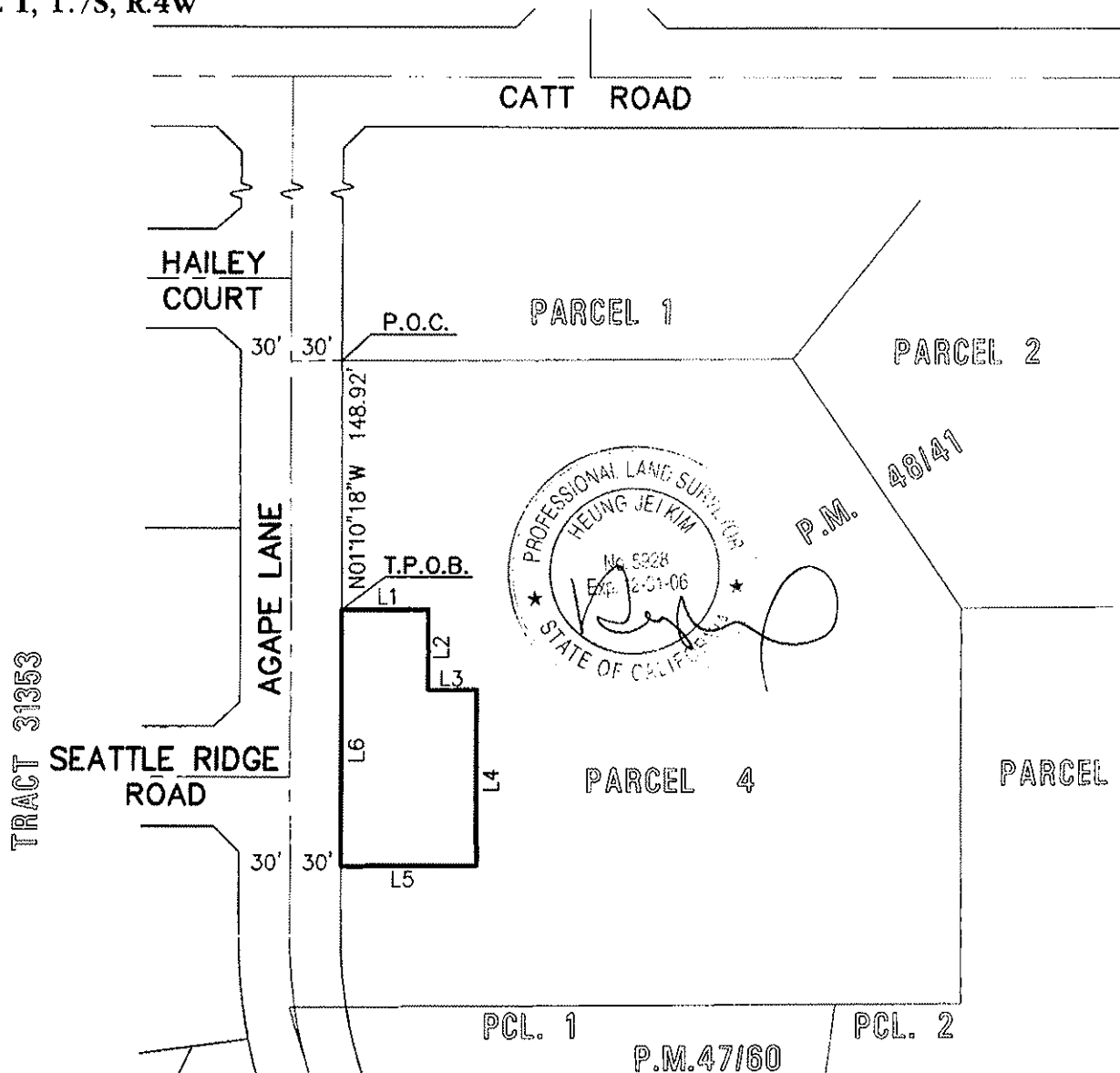
See Exhibit "B" attached hereto and made a part hereof.



# EXHIBIT "B"



LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°49'42"E	51.90'
L2	N01°10'18"W	48.31'
L3	N88°49'42"E	29.18'
L4	N01°10'18"W	107.03'
L5	N88°49'42"E	81.08'
L6	N01°10'18"W	155.34'



**HJK Consultants, Inc.**  
41769 Enterprise Circle N. #201 Temecula, CA., 92590

**CIVIL ENGINEERS**  
**LAND SURVEYORS, PLANNERS**

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

TR-31353

SCALE: 1" = 100' DRAWN BY: BAM DATE: 07-13-05

**DRAINAGE EASEMENT**

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Canyon Village Estates Community Association  
c/o Euclid Management  
195 N. Euclid Avenue  
Upland, CA 91786  
Attn: Tim Kubas

Space Above For Recorder's Use

### MAINTENANCE AGREEMENT

This MAINTENANCE AGREEMENT ("**Agreement**") is made this 11<sup>th</sup> day of September, 2013, by and between CANYON VILLAGE ESTATES COMMUNITY ASSOCIATION, a California nonprofit corporation (the "**Association**"), and THE CITY OF WILDOMAR ("**City**"), with reference to the facts set forth below:

### RECITALS

A. City is the owner of certain real property situated in the City of Wildomar, County of Riverside, State of California, more particularly described on Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein ("**Landscape Area**"). The Landscape Area is a portion of the public right of way commonly know as "Canyon Drive" which contains landscaping and related irrigation improvements (collectively, the "**Improvements**").

B. The Association was formed to manage, govern and maintain the Canyon Village Estates community ("**Community**") pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Canyon Village Estates recorded on April 22, 2008 as Document No. 2008-0200518, that certain First Amendment to Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Canyon Village Estates recorded July 23, 2008 as Document No. 2008-0402657, and that certain Supplemental Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Canyon Village Estates (Association Maintenance Areas) recorded March 10, 2011 as Document No. 2011-0110560, all within the Office of the County Recorder of Riverside County (collectively, the "**Declaration**"). The Association is the owner of certain common area located within the Community, more particularly described on Exhibit "C" attached hereto and incorporated herein ("**Association Property**"). The Landscape Area is located immediately adjacent to portions of residential lots within the Community which are maintained by the Association as "Association Maintenance Areas" pursuant to the Declaration. The Association and City are sometimes collectively referred to herein as the "Parties" and individually as a "Party".

C. The Community was annexed into Landscape and Lighting Maintenance and Assessment District 89-1C (“**LLMD 89-1C**”) with the intent that the Landscape Area would be maintained by LLMD 89-1C. The Association desires to maintain the Landscape Area, instead of LLMD 89-1C. The Association requires an agreement to repair, maintain and replace the Landscape Area.

NOW, THEREFORE, in consideration of the promises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, declare and agree as set forth below.

1. Maintenance Agreement. City hereby grants to the Association and its agents, employees, consultants, contractors, subcontractors, successors and assigns (the “**Association Parties**”), access on, over, under and across the Landscape Area for the placement, maintenance and repair of the Improvements pursuant to this Agreement.

2. LLMD 89-1C. As long as the Association maintains the Landscape Area, properties within the Community will not be assessed by LLMD 89-1C. If the Association fails to adequately maintain the Landscape Area, the City shall notify the Association of its failure to perform its maintenance obligations hereunder, which shall specify the maintenance which was not performed. If, following such notice, the failure to maintain persists for thirty (30) days (or, if such failure cannot be cured within such period, the Association fails to commence to cure within such thirty (30) day period, and thereafter fails to diligently proceed to complete the cure), the City shall have the right, but not the obligation, to perform such required maintenance and Association shall reimburse City for its costs of performing such maintenance within thirty (30) days of the receipt of an invoice from the City for such work. If the City notifies the Association of its failure to perform its maintenance obligations two or more times in any twelve month period and the Association fails to cure the defaults within thirty (30) days of their respective notices, the City may terminate this Agreement upon thirty (30) days written notice to the Association and resume the assessment of the Community by LLMD 89-1C.

3. Conduct of the Work. The Association covenants and agrees that all activities performed by the Association within the Landscape Area shall be done in a good and workmanlike manner. The Association shall comply with all laws and regulations applicable to its activities on the Landscape Area. The Association shall use reasonable efforts to avoid damage to the Landscape Area and any improvements located thereon. If any such damage shall occur as a direct result of the Association’s activities on the Landscape Area, the Association shall repair any such damage at the cost and expense of the Association.

4. Termination. Either Party may terminate this Agreement without cause upon twelve (12) months written notice to the other Party. The City may terminate this Agreement for cause as provided in Section 2. If Association terminates this Agreement without cause, Association shall still be liable for all costs of maintaining the Landscape Area from when the Agreement is terminated until such time as the City is able to reinstate the LLMD 89-1C assessments on the properties within the Community, if any.

5. Indemnity. The Association shall indemnify, protect, defend, and hold harmless City, and any and all of its employees, officials and agents, from and against any liability

(including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), to the extent that the same arise out of, are a consequence of, or are in any way attributable to the performance of this Agreement by Association or by any individual or entity for which Association is legally liable, including but not limited to officers, agents, employees or sub-contractors of Association.

6. Insurance. Association agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "D" "Insurance" and made a part of this Agreement. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Association agrees to provide City with copies of required policies upon request.

7. Binding Effect. All of the limitations, covenants, conditions, easements, and restrictions contained herein shall attach to and run with the Association Property and the Landscape Area, respectively, and shall, except as otherwise set forth herein, benefit or be binding upon the successors and assigns of the Association and City. This Agreement and all the terms, covenants and conditions herein contained shall be enforceable as mutual, equitable servitudes in favor of the Association Property and the Landscape Area and any portion thereof, shall create rights and obligations as provided herein between the respective Parties and shall be covenants running with the land. Every person who now or in the future owns or acquires any right, title or interest in or to the Association Property and the Landscape Area or any portion thereof shall be conclusively deemed to have consented to and agreed to every covenant, restriction, provision, condition and right contained in this Agreement, whether or not the instrument conveying such interest refers to this Agreement.

8. General Provisions.

8.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

8.2 Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City:                      City of Wildomar  
                                     Attn: City Engineer  
                                     23873 Clinton Keith Rd., Suite 201.  
                                     Wildomar, CA 92595

To Association: Canyon Village Estates Community Association  
c/o Euclid Management  
195 N. Euclid Ave.  
Upland, CA 91786  
Attn: Tad Creasey, Community Manager

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

8.3 Attorneys' Fees. In the event any action shall be instituted between City and the Association to enforce any provisions of this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party all of its costs of action, including reasonable attorneys' fees as fixed by the court therein.

8.4 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. This Agreement shall be deemed made and entered into in Riverside County.

8.5 Captions. The captions of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

8.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

8.7 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

8.8 No Partnership. City and the Association shall not, by virtue of this Agreement, in any way or for any purpose, be deemed to have become a partner of each other in the conduct of their respective business or otherwise or joint venturer. In addition, by virtue of this Agreement, there shall not be deemed to have occurred a merger of any joint enterprise between City and the Association.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above-written.

CITY:

CITY OF WILDOMAR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSOCIATION:

CANYON VILLAGE ESTATES  
COMMUNITY ASSOCIATION, a California  
nonprofit corporation

By: Tanya L Piper  
Name: TANYA L PIPER  
Title: president

By: Melissa Buffington  
Name: melissa Buffington  
Title: Secretary / Treasurer

## ACKNOWLEDGMENT

State of California  
County of Riverside

On August 26, 2013 before me, Jennifer L. O'Leary, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



EXHIBIT "A"

LEGAL DESCRIPTION OF LANDSCAPE AREA

THAT PORTION OF LOT A OF TRACT MAP NO. 31345, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 429, PAGES 9 THROUGH 12, INCLUSIVE OF MAPS IN THE OFFICE OF THE CITY RECORDER OF SAID CITY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL 1**

**BEGINNING** AT THE SOUTHWEST CORNER OF LOT 32 OF SAID TRACT 31345:

**THENCE** SOUTH 00°37'59" WEST ALONG THE WESTERLY TRACT BOUNDARY, A DISTANCE OF 4.0 FEET;

**THENCE** NORTH 89°56'30" EAST, A DISTANCE OF 111.86 FEET;

**THENCE** NORTH 45°03'30" EAST, A DISTANCE OF 5.65 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT A;

**THENCE** SOUTH 89°56'30" WEST ALONG SAID NORTH LINE, A DISTANCE OF 115.80 FEET TO THE **POINT OF BEGINNING**.

**PARCEL 2**

**BEGINNING** AT THE SOUTHWEST CORNER OF LOT 50 OF SAID TRACT 31345:

**THENCE** SOUTH 89°56'30" WEST ALONG THE NORTH LINE OF SAID LOT A, A DISTANCE OF 90.90 FEET;

**THENCE** SOUTH 44°56'30" EAST, A DISTANCE OF 5.65 FEET;

**THENCE** SOUTH 89°56'30" EAST, A DISTANCE OF 173.80 FEET TO A POINT ON THE NORTH LINE OF SAID LOT A;

**THENCE** NORTH 45°03'30" EAST, A DISTANCE OF 5.65 FEET TO A POINT ON THE NORTH LINE OF SAID LOT A;

**THENCE** SOUTH 89°56'30" WEST ALONG SAID NORTH LINE, A DISTANCE OF 90.91 FEET TO THE **POINT OF BEGINNING**.

**PARCEL 3**

**BEGINNING** AT THE SOUTHEAST CORNER OF LOT 1 OF SAID TRACT 31345:

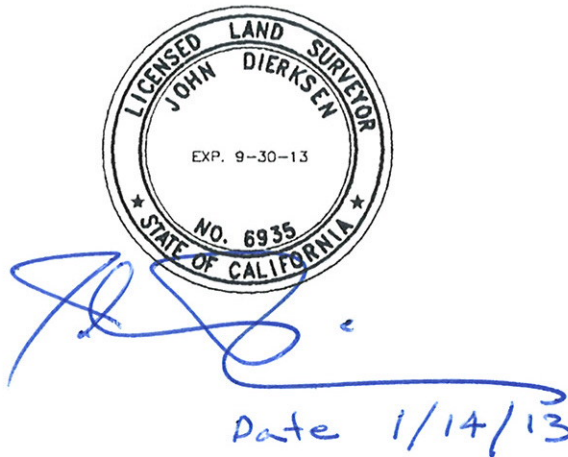
**THENCE** SOUTH 00°38'42" EAST ALONG THE EASTERLY TRACT BOUNDARY, A DISTANCE OF 2.33 FEET;

**THENCE** NORTH 89°56'30" WEST, A DISTANCE OF 91.15 FEET;

**THENCE** NORTH 89°56'30" WEST, A DISTANCE OF 71.23 FEET;

**THENCE** NORTH 44°56'30" WEST, A DISTANCE OF 5.65 FEET, TO A POINT ON THE NORTH LINE OF SAID LOT A;

**THENCE** NORTH 89°56'30" EAST ALONG SAID NORTH LINE, A DISTANCE OF 116.50 FEET TO THE **POINT OF BEGINNING**.



# EXHIBIT "B"

## DEPICTION OF LANDSCAPE AREA

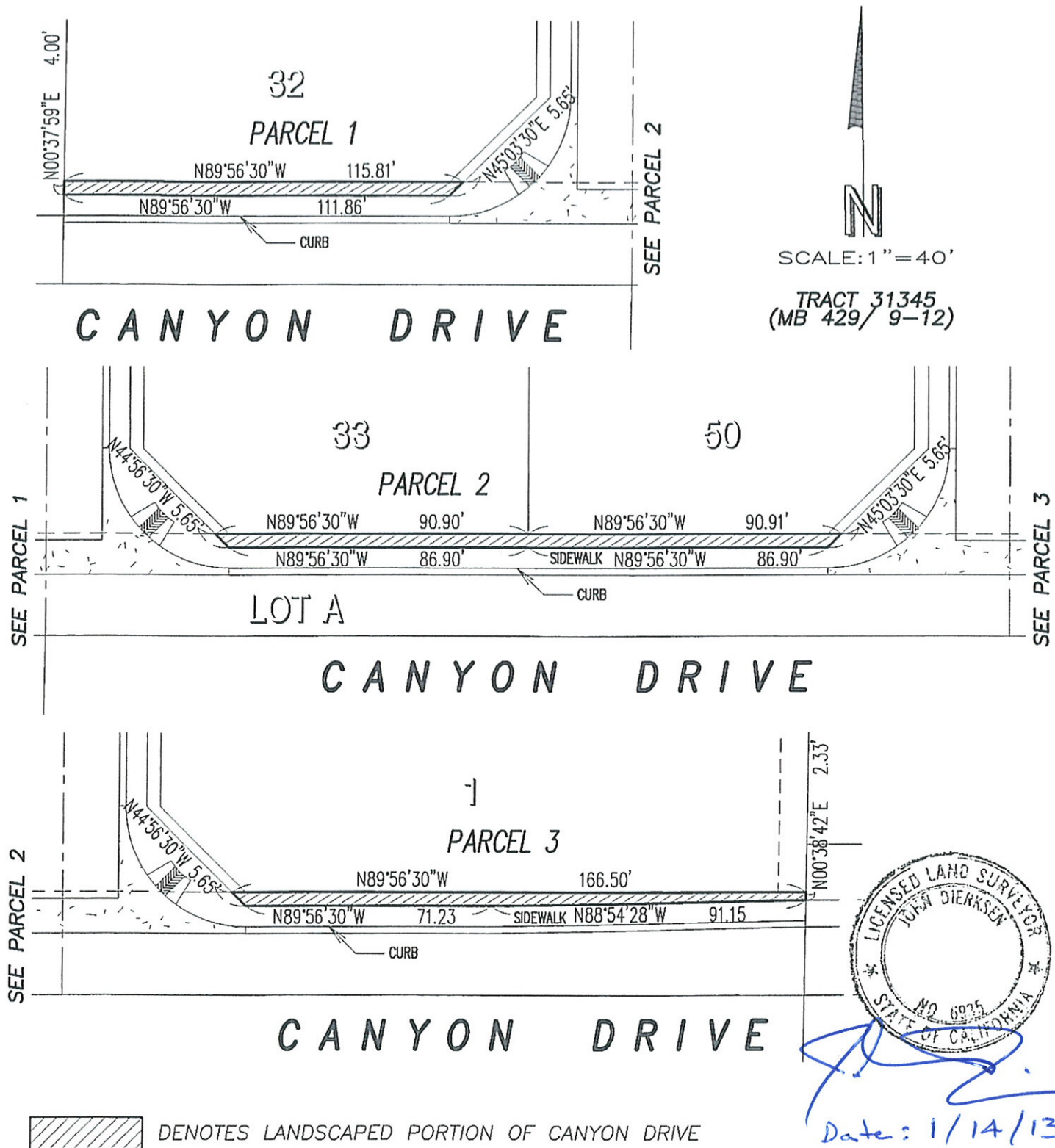


EXHIBIT "C"

LEGAL DESCRIPTION OF ASSOCIATION PROPERTY

Lots 51, 52 and 53 of Tract Map No. 31325, in the City of Wildomar, County of Riverside, State of California, as per Map Recorded in Book 429, Pages 9 through 12, inclusive of maps, in the Office of the City Recorder of Said City.

## EXHIBIT "D"

### INSURANCE

A. Insurance Requirements. Association shall provide and maintain insurance, in accordance with the requirements of the Declaration in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Association, its agents, representatives or employees. By its execution of this Agreement, the City acknowledges that it has reviewed the insurance requirements contained in the Declaration and has satisfied itself of their sufficiency.

A. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to City.

2. General Liability and Automobile Liability Coverages.

(a) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Association performs; products and completed operations of Association; premises owned, occupied or used by Association; or automobiles owned, leased, hired or borrowed by Association, if applicable. The coverage shall contain no special limitations on the scope of protection afforded to City, and its respective elected and appointed officers, officials, or employees.

(b) Association's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Association's insurance.

(c) Association's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

3. Waiver of Subrogation. Unless the City Manager otherwise agrees in writing, if Association hires any employees and is therefore required to maintain Worker's Compensation and Employer's Liability Insurance, the insurer providing such coverage shall agree to waive all

rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Association.

B. Other Requirements. Association agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Association furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. The procuring of such required policy or policies of insurance shall not be construed to limit Association's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

## MAINTENANCE AGREEMENT

This MAINTENANCE AGREEMENT ("**Agreement**") is made this 11th day of September, 2013, by and between CANYON VILLAGE ESTATES COMMUNITY ASSOCIATION, a California nonprofit corporation (the "**Association**"), and THE CITY OF WILDOMAR ("**City**"), with reference to the facts set forth below:

### RECITALS

A. The Association was formed to manage, govern and maintain the Canyon Village Estates community ("**Community**") pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Canyon Village Estates recorded on April 22, 2008 as Document No. 2008-0200518, that certain First Amendment to Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Canyon Village Estates recorded July 23, 2008 as Document No. 2008-0402657, and that certain Supplemental Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Canyon Village Estates (Association Maintenance Areas) recorded March 10, 2011 as Document No. 2011-0110560, all within the Office of the County Recorder of Riverside County (collectively, the "**Declaration**").

B. "Dorof Court", "Clovis Way", and "Coral Wood Court" are streets within the Community that have been dedicated for public use and have been accepted into the City road system (collectively, the "**Streets**"). The Streets are more particularly described on Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein.

C. Within the City, Street sweeping services are generally provided by Riverside County via County Service Area 152. At this time, Riverside County has declined to allow the properties within the Community to annex into County Service Area 152, and therefore the County will not be providing street sweeping services on the Streets.

D. The City and Association desire to ensure that street sweeping is performed on the Streets.

NOW, THEREFORE, in consideration of the promises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, declare and agree as set forth below.

1. Grant of Access. City hereby grants to the Association and its agents, employees, consultants, contractors, subcontractors, successors and assigns, access on, over, under and across the Streets for the purposes of street sweeping pursuant to this Agreement.

2. Performance Standards. Association shall perform street sweeping services monthly, Monday through Friday 8 am to 5 pm in accordance with the following standards:

2.1 Responsible for sweeping all curbs and gutters of the subject streets.

2.2 Shall perform its operations so that sweepers are traversing their routes in the normal direction of traffic.

2.3 Water shall be necessary in the street sweeping operation. The proper volume and pressure shall be supplied by the sweeper at all times for adequate dust control during the sweeping operation.

2.4 The sweepers shall operate at a speed of not more than nine (9) miles per hour when sweeping or when the sweeper brooms are down.

2.5 The sweepers shall sweep a path, with curbside broom down, with a width of approximately eight (8) feet unless parked vehicles, structures, or other objects prohibit the safe sweeping. The path shall begin at the face of the curb, and include the flow line of the gutter. Unless blocked by parked cars or containers the face of the curb and gutter shall always be included within the sweeper path.

2.6 The sweepers shall transport and deliver to an approved disposal location all sweeper waste collected as a result of performing street sweeping services.

3. Default. If the Association fails to perform street sweeping as required by this Agreement, the City shall notify the Association of its failure to perform its obligations hereunder, which shall specify the street sweeping that was not performed or performed inadequately. If, following such notice, the failure to perform persists for thirty (30) days (or, if such failure cannot be cured within such period, the Association fails to commence to cure within such thirty (30) day period, and thereafter fails to diligently proceed to complete the cure), the City shall have the right, but not the obligation, to perform such required maintenance and Association shall reimburse City for its costs of performing such maintenance within thirty (30) days of the receipt of an invoice from the City for such work. If the City notifies the Association of its failure to perform its street sweeping obligations two or more times in any twelve month period and the Association fails to cure the defaults within thirty (30) days of their respective notices, the City may terminate this Agreement upon thirty (30) days written notice to the Association and commence proceedings to include the Community in a Community Facilities District or other special district, which will thereafter perform the street sweeping on the Streets. The Association shall reimburse the City for its costs in annexing the Community into an existing Community Facilities District or other special district, or its costs in establishing a Community Facilities District or other special district if one does not exist that can perform street sweeping services.

4. Conduct of the Work. The Association covenants and agrees that all activities performed by the Association within the Streets shall be done in a good and workmanlike manner. The Association shall comply with all laws and regulations applicable to its activities on the Streets. The Association shall use reasonable efforts to avoid damage to the Streets and any improvements located thereon. If any such damage shall occur as a direct result of the Association's activities on the Streets, the Association shall repair any such damage at the cost and expense of the Association.

5. Termination. Either Party may terminate this Agreement without cause upon twelve (12) months written notice to the other Party. The City may terminate this Agreement for cause as provided in Section 3. If Association terminates this Agreement without cause, Association shall still be liable for all costs of performing street sweeping services on the Streets from when the Agreement is terminated until such time as the City is able to include the Community in a Community Facilities District or other special district that will perform the street sweeping services on the Streets and levy a special tax, assessment or other fee or charge on the properties within the Community to pay for such street sweeping services.

6. Indemnity. The Association shall indemnify, protect, defend, and hold harmless City, and any and all of its employees, officials and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), to the extent that the same arise out of, are a consequence of, or are in any way attributable to the performance of this Agreement by Association or by any individual or entity for which Association is legally liable, including but not limited to officers, agents, employees or sub-contractors of Association.

7. Insurance. Association agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Association agrees to provide City with copies of required policies upon request.

8. General Provisions.

8.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

8.2 Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: City of Wildomar  
Attn: City Engineer  
23873 Clinton Keith Rd., Suite 201.  
Wildomar, CA 92595

To Association: Canyon Village Estates Community Association  
c/o Euclid Management

195 N. Euclid Avenue  
Upland, CA 91786  
Attn: Tim Kubas, Community Manager

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

8.3 Attorneys' Fees. In the event any action shall be instituted between City and the Association to enforce any provisions of this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party all of its costs of action, including reasonable attorneys' fees as fixed by the court therein.

8.4 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. This Agreement shall be deemed made and entered into in Riverside County.

8.5 Captions. The captions of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

8.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

8.7 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

8.8 No Partnership. City and the Association shall not, by virtue of this Agreement, in any way or for any purpose, be deemed to have become a partner of each other in the conduct of their respective business or otherwise or joint venturer. In addition, by virtue of this Agreement, there shall not be deemed to have occurred a merger of any joint enterprise between City and the Association.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above-written.

CITY:

CITY OF WILDOMAR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSOCIATION:

CANYON VILLAGE ESTATES  
COMMUNITY ASSOCIATION, a California  
nonprofit corporation

By: Tanya Piper  
Name: Tanya Piper  
Title: president

By: Melissa Buffington  
Name: Melissa Buffington  
Title: Sec/treas.

## ACKNOWLEDGMENT

State of California  
County of Riverside )

On August 26, 2013 before me, Jennifer L. O'Leary, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



## EXHIBIT "A"

### LEGAL DESCRIPTION OF STREETS

Tract Map No. 31325, in the City of Wildomar, County of Riverside, State of California, as per Map Recorded in Book 429, Pages 9 through 12, inclusive of maps, in the Office of the City Recorder of Said City

EXHIBIT "B"

DEPICTION OF STREETS

[See Attached]

## EXHIBIT "C"

### INSURANCE

A. Insurance Requirements. Association shall provide and maintain insurance, in accordance with the requirements of the Declaration in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Association, its agents, representatives or employees. By its execution of this Agreement, the City acknowledges that it has reviewed the insurance requirements contained in the Declaration and has satisfied itself of their sufficiency.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to City.

2. General Liability and Automobile Liability Coverages.

(a) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Association performs; products and completed operations of Association; premises owned, occupied or used by Association; or automobiles owned, leased, hired or borrowed by Association, if applicable. The coverage shall contain no special limitations on the scope of protection afforded to City, and its respective elected and appointed officers, officials, or employees.

(b) Association's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Association's insurance.

(c) Association's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

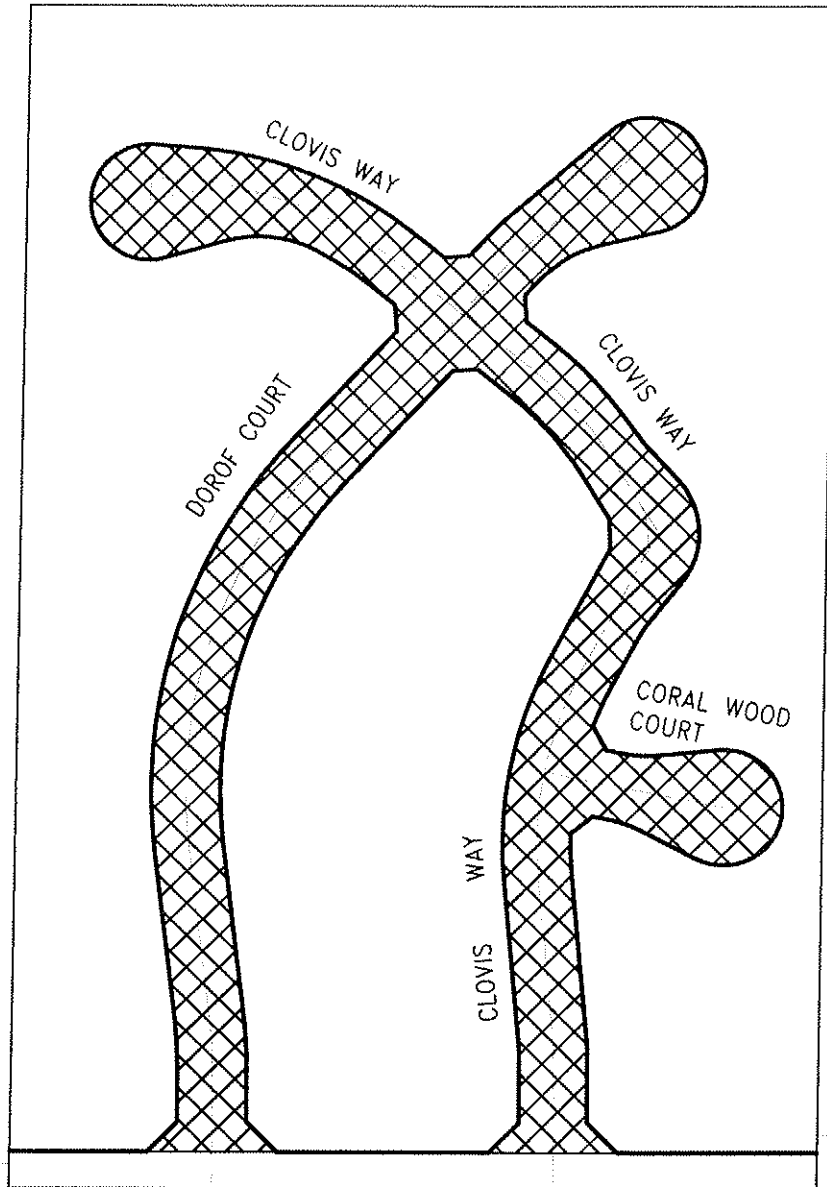
3. Waiver of Subrogation. Unless the City Manager otherwise agrees in writing, if Association hires any employees and is therefore required to maintain Worker's Compensation and Employer's Liability Insurance, the insurer providing such coverage shall agree to waive all

rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Association.

C. Other Requirements. Association agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Association furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. The procuring of such required policy or policies of insurance shall not be construed to limit Association's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

# EXHIBIT "B"



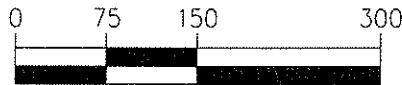
DOROF  
COURT

CANYON

DRIVE

SUNRISE  
DRIVE

GRAPHIC SCALE



1 inch = 150 ft.

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.6**  
**CONSENT CALENDAR**  
**Meeting Date: September 11, 2013**

---

**TO:** Mayor and City Council Members

**FROM:** Gary Nordquist, City Manager

**SUBJECT:** City Hall Facility Lease Extensions

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council receive and file the report.

**DISCUSSION:**

At the June 26 2013 and August 14, 2013 meetings, the City Council authorized the City Manager to sign the necessary documents to extend the notification period for lease terms. Attached are copies of those documents which will provide the City the needed time for analysis.

**FISCAL IMPACT:**

None

Submitted by & Approved by:  
Gary Nordquist  
City Manager

**ATTACHMENTS**

- A. Third Amendment
- B. Fourth Amendment

### THIRD AMENDMENT TO LEASE

This Third Amendment to Lease (the "**Third Amendment**") is entered into as of this 27 day of June 2013 by and between STRATA OAK, LLC, a Delaware limited liability company ("**Landlord**"), and the CITY OF WILDOMAR ("**Tenant**"), with reference to the following recitals.

#### RECITALS:

A. On or about July 1, 2008, NAPLES PLAZA LTD, L.P, a California limited partnership ("**Naples**"), and Tenant entered into a Shopping Center Lease (the "**Original Lease**") for that certain premises commonly known as Suite 201 in Oak Creek Phase II (the "**Original Premises**") in the building located at 23873 Clinton Keith Road, Wildomar, California (the "**Building**"). Naples sold the Building and assigned the Original Lease to DUSK, LLC, a Delaware limited liability company which subsequently sold the Building and assigned the Original Lease to Landlord, and Landlord is now the landlord under the Lease. The Original Lease is hereinafter referred to as the "**Lease**". The Lease has been amended May 7, 2009 and June 2012.

B. Tenant now desires to extend the term of the lease while it decides whether to exercise its Option to Extend as provided in Section 1.7 of the Lease.

C. The term of the Lease currently expires on December 31, 2013 and Landlord and Tenant desire to extend the expiration date for sixty (60) days.

D. Landlord and Tenant wish to amend the Lease on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Expiration Date. Landlord and Tenant hereby agree that the Expiration Date of the Lease, as set forth in the Notice of Delivery of Possession and Confirmation Agreement dated December 30, 2008 is hereby amended to be March 3, 2014.

2. Option Notice. Pursuant to Section 1.7 of the Lease, Tenant shall serve written notice to Landlord, no more than 360 and no less than 180 days prior to the expiration of the Term indicating its intention to exercise the Option to Extend. By this Amendment, parties are intending to extend the notice period until September 3, 2013.

3. General Provisions.

3.1 Remainder Unchanged. Except as specifically modified and amended in this Third Amendment, the Lease remains in full force and effect and binding on the parties.

3.2 Integration. This Third Amendment consists of pages 1 and 2 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this Third Amendment.

3.3 Effective Date. This Third Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the Tenant and Landlord.

3.4 References. All references to the Lease include all their respective terms and provisions. All defined terms utilized in this Third Amendment have the same meaning as provided in the Lease, unless expressly stated to the contrary in this Third Amendment.

3.5 Counterparts. This Third Amendment may be executed in counterparts. Each counterpart shall be deemed an original, and all counterparts shall be deemed the same instrument with the same effect as if all parties hereto had signed the same signature page.

IN WITNESS WHEREOF, the parties hereby execute this Third Amendment as of the date first written above.

**LANDLORD**

STRATA OAK, LLC,  
a Delaware limited liability company

By: STRATA EQUITY INTERNATIONAL LLC  
a California limited liability company  
Its: Managing Member

By: \_\_\_\_\_  
David C. Michan, Manager

**TENANT**

THE CITY OF WILDOMAR

By: \_\_\_\_\_  
\_\_\_\_\_  
(print name)

Its: \_\_\_\_\_  
(print title)

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_  
(print name)

Its: City Clerk

APPROVED AS TO FORM:

By: Thomas D. Jex  
THOMAS D. JEX  
(print name)

Its: City Attorney

### THIRD AMENDMENT TO LEASE

This Third Amendment to Lease (the "**Third Amendment**") is entered into as of this 27 day of June 2013 by and between STRATA OAK, LLC, a Delaware limited liability company ("**Landlord**"), and the CITY OF WILDOMAR ("**Tenant**"), with reference to the following recitals.

#### RECITALS:

A. On or about July 1, 2008, NAPLES PLAZA LTD, L.P, a California limited partnership ("**Naples**"), and Tenant entered into a Shopping Center Lease (the "**Original Lease**") for that certain premises commonly known as Suite 201 in Oak Creek Phase II (the "**Original Premises**") in the building located at 23873 Clinton Keith Road, Wildomar, California (the "**Building**"). Naples sold the Building and assigned the Original Lease to DUSK, LLC, a Delaware limited liability company which subsequently sold the Building and assigned the Original Lease to Landlord, and Landlord is now the landlord under the Lease. The Original Lease is hereinafter referred to as the "**Lease**". The Lease has been amended May 7, 2009 and June 2012.

B. Tenant now desires to extend the term of the lease while it decides whether to exercise its Option to Extend as provided in Section 1.7 of the Lease.

C. The term of the Lease currently expires on December 31, 2013 and Landlord and Tenant desire to extend the expiration date for sixty (60) days.

D. Landlord and Tenant wish to amend the Lease on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Expiration Date. Landlord and Tenant hereby agree that the Expiration Date of the Lease, as set forth in the Notice of Delivery of Possession and Confirmation Agreement dated December 30, 2008 is hereby amended to be March 3, 2014.

2. Option Notice. Pursuant to Section 1.7 of the Lease, Tenant shall serve written notice to Landlord, no more than 360 and no less than 180 days prior to the expiration of the Term indicating its intention to exercise the Option to Extend. By this Amendment, parties are intending to extend the notice period until September 3, 2013.

3. General Provisions.

3.1 Remainder Unchanged. Except as specifically modified and amended in this Third Amendment, the Lease remains in full force and effect and binding on the parties.

3.2 Integration. This Third Amendment consists of pages 1 and 2 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this Third Amendment.

3.3 Effective Date. This Third Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the Tenant and Landlord.

3.4 References. All references to the Lease include all their respective terms and provisions. All defined terms utilized in this Third Amendment have the same meaning as provided in the Lease, unless expressly stated to the contrary in this Third Amendment.

3.5 Counterparts. This Third Amendment may be executed in counterparts. Each counterpart shall be deemed an original, and all counterparts shall be deemed the same instrument with the same effect as if all parties hereto had signed the same signature page.

IN WITNESS WHEREOF, the parties hereby execute this Third Amendment as of the date first written above.

**LANDLORD**

STRATA OAK, LLC,  
a Delaware limited liability company

By: STRATA EQUITY INTERNATIONAL LLC  
a California limited liability company  
Its: Managing Member

By: \_\_\_\_\_  
David C. Michan, Manager

**TENANT**

THE CITY OF WILDOMAR

By: \_\_\_\_\_  
\_\_\_\_\_  
(print name)

Its: \_\_\_\_\_  
(print title)

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_  
(print name)

Its: City Clerk

APPROVED AS TO FORM:

By: Thomas D. Jex  
THOMAS D. JEX  
(print name)

Its: City Attorney



**Dan Yeilding**  
Senior Associate  
Lic. 01384625

CBRE, Inc.  
Brokerage Services

38975 Sky Canyon Drive, Suite 208  
Murrieta, CA 92563  
T 951 326 2935  
F 951 326 2950

dan.yeilding@cbre.com  
www.cbre.com

August 23, 2013

Mr. Gary Nordquist  
City Manager  
**The City of Wildomar**  
23873 Clinton Keith Road, Suite 201  
Wildomar, CA 92595

**RE: AMENDMENT TO LEASE**

Dear Gary:

On behalf of the ownership of the project, enclosed please find a lease amendment granting an additional 100 day extension to the lease renewal period in the Oak Creek Office Building Lease per the City's request. We would like to reiterate it is a priority of the ownership to do everything possible to accommodate the City's needs and keep them as a tenant in the property.

While we are respectful of the City's process, an open dialogue would be appreciated as the ownership needs to plan for the future of the project as well. We respectfully request a meeting with the subcommittee and / or staff involved in the decision making process within 30 days from the granting of this extension. The intent of the meeting is to ensure all parties have a complete understanding of the City's process and the ownership's desire to structure a deal that keeps them as a tenant.

Gary, we believe Oak Creek Office Plaza is an excellent business location for your City. This property is ideal for groups seeking quality, ease of access, amenities, exposure and a comfortable business environment for its employees and visitors.

Please contact me with any questions and please let us know if there is anything we can do in the interim. Thanks Gary and we will be in touch.

Sincerely,

**CBRE, INC.**

A handwritten signature in black ink, appearing to read 'Dan Yeilding', is written over a horizontal line.

Dan Yeilding  
Senior Associate  
951.326.2935

#### FOURTH AMENDMENT TO LEASE

This Fourth Amendment to Lease (the "**Fourth Amendment**") is entered into as of this 3rd day of Sept. 2013 by and between STRATA OAK, LLC, a Delaware limited liability company ("**Landlord**"), and the CITY OF WILDOMAR ("**Tenant**"), with reference to the following recitals.

#### RECITALS:

A. On or about July 1, 2008, NAPLES PLAZA LTD, LP, a California limited partnership ("**Naples**"), and Tenant entered into a Shopping Center Lease (the "**Original Lease**") for that certain premises commonly known as Suite 201 in Oak Creek Phase II (the "**Original Premises**") in the building located at 23873 Clinton Keith Road, Wildomar, California (the "**Building**"). Naples sold the Building and assigned the Original Lease to DUSK, LLC, a Delaware limited liability company which subsequently sold the Building and assigned the Original Lease to Landlord, and Landlord is now the landlord under the Lease. The Original Lease is hereinafter referred to as the "**Lease**". The Lease has been amended May 7, 2009, June 2012 and June 27, 2013.

B. Tenant now desires to extend the term of the lease while it decides whether to exercise its Option to Extend as provided in Section 1.7 of the Lease.

C. The term of the Lease currently expires on March 3, 2014 and Landlord and Tenant desire to extend the expiration date for one hundred (100) days.

D. Landlord and Tenant wish to amend the Lease on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Expiration Date. Landlord and Tenant hereby agree that the Expiration Date of the Lease, as set forth in the Notice of Delivery of Possession and Confirmation Agreement dated December 30, 2008 is hereby amended to be June 11, 2014.

2. Option Notice. Pursuant to Section 1.7 of the Lease, Tenant shall serve written notice to Landlord, no more than 360 and no less than 180 days prior to the expiration of the Term indicating its intention to exercise the Option to Extend. By this Amendment, parties are intending to extend the notice period until December 12, 2013.

3. General Provisions.

3.1 Remainder Unchanged. Except as specifically modified and amended in this Fourth Amendment, the Lease remains in full force and effect and binding on the parties.

3.2 Integration. This Fourth Amendment consists of pages 1 and 2 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this Fourth Amendment.

3.3 Effective Date. This Fourth Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the Tenant and Landlord.

3.4 References. All references to the Lease include all their respective terms and provisions. All defined terms utilized in this Fourth Amendment have the same meaning as provided in the Lease, unless expressly stated to the contrary in this Fourth Amendment.

3.5 Counterparts. This Fourth Amendment may be executed in counterparts. Each counterpart shall be deemed an original, and all counterparts shall be deemed the same instrument with the same effect as if all parties hereto had signed the same signature page.

IN WITNESS WHEREOF, the parties hereby execute this Fourth Amendment as of the date first written above.

**LANDLORD**

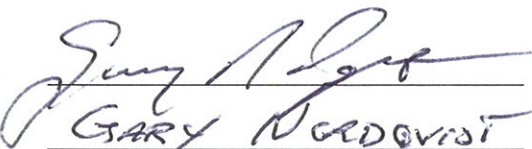
STRATA OAK, LLC,  
a Delaware limited liability company


By: STRATA EQUITY INTERNATIONAL LLC  
a California limited liability company  
Its: Managing Member

By: \_\_\_\_\_  
David C. Michan, Manager


**TENANT**

THE CITY OF WILDOMAR

By:   
GARY NORDQVIST  
(print name)


Its:   
(print title)

ATTEST:

By:   
Debbie A. Lee  
(print name)

Its: City Clerk

APPROVED AS TO FORM:

By:   
Thomas D. JEX  
(print name)

Its: City Attorney

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.7**  
**CONSENT CALENDAR**  
**Meeting Date: September 11, 2013**

---

**TO:** Mayor and Council Members

**FROM:** Dan York, Public Works Director/ City Engineer

**SUBJECT:** Vacation of Irrevocable Offer of Dedication of Riverside County Flood Control Storm Drain Easement for Tract Map 31837, Andalusia II (12-0401)

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2013 - \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, VACATING THE IRREVOCABLE OFFER OF DEDICATION FOR  
STORM DRAIN PURPOSES FOR TRACT MAP 31837

**BACKGROUND:**

An Irrevocable Offer of Dedication of a storm drain easement in favor of the Riverside County Flood Control District (District) for Tract Map 31837 was originally accepted by the County of Riverside (County) and recorded on April 21, 2006, prior to the incorporation of the City of Wildomar (City). The Irrevocable Offer of Dedication was accepted by the County with the express acknowledgment that the County would vacate the Irrevocable Offer of Dedication upon the District's request upon the District's determination that it no longer needed the easement "by reason of the approval of the extension of the Murrieta Valley – Seattle Ridge Storm Drain as evidenced by the District's issuance of a Notice to Proceed for such."

The District has determined that they no longer need the easement and have requested the City relinquish the easement rights by letter dated July 16, 2013 (Attachment 1). As the attached states, the District has confirmed that the required storm drain improvements have been constructed and the Irrevocable Offer of Dedication is no longer needed.

**FISCAL IMPACTS:**

There are no fiscal impacts to the City.

Submitted by:  
Dan York  
Public Works Director/City Engineer

Approved by:  
Gary Nordquist  
City Manager

**ATTACHMENTS:**

Attachment 1-District Letter  
Attachment 2-Resolution

## **ATTACHMENT 1**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA,  
VACATING THE IRREVOCABLE OFFER OF DEDICATION FOR STORM DRAIN PURPOSES  
FOR TRACT MAP 31837**

**WHEREAS**, the County of Riverside (County) consented to record an Irrevocable Offer of Dedication as Instrument No. 2006-290825 on April 21, 2006 on behalf of Riverside County Flood Control and Water Conservation District (District) for a storm drain easement, prior to incorporation of the City of Wildomar (City); and

**WHEREAS**, the storm drain easement generally lies easterly and adjacent to the intersection of Agape Lane and Seattle Ridge also being a portion of Assessors Parcel Number(s) 380-410-007, 380-410-020, 380-411-012 and 380-411-013; and

**WHEREAS**, the Irrevocable Offer of Dedication provides that the District will request that the easement be terminated after the District determines it no longer needs the easement; and

**WHEREAS**, a condition of development for Tract Map 31837 required extension of a storm drain from Agape Lane to Catt Road via Seattle Ridge Drive and Rustic Oak Drive; and

**WHEREAS**, the District has verified that the required storm drain improvements for Tract Map 31837 have been constructed and has determined that the easement conveyed by the Irrevocable Offer of Dedication is no longer needed; and

**WHEREAS**, upon the incorporation of the City on July 1, 2008, the City succeeded to the rights and interests of the County contained within the Irrevocable Offer of Dedication; and

**WHEREAS**, the District has requested that the City of Wildomar proceed with the necessary actions to relinquish the easement rights in the Irrevocable Offer of Dedication; and

**WHEREAS**, this resolution is adopted pursuant to Government Code Section 7050 and Streets and Highways Code Section 8330 et seq.

**NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the Wildomar City Council, in regular session assembled on September 11, 2013, that:

1. The recitals stated above are true and correct.
2. From and after the date the resolution is recorded, the Irrevocable Offer of Dedication recorded as Instrument No. 2006-290825 is terminated.
3. After the resolution is adopted, the City Clerk shall record a certified copy of the resolution.

**PASSED, APPROVED, AND ADOPTED this 11<sup>th</sup> day of September, 2013**

\_\_\_\_\_  
Timothy Walker  
Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Thomas D. Jex  
City Attorney

\_\_\_\_\_  
Debbie A. Lee, CMC  
City Clerk

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.8**  
**CONSENT CALENDAR**  
**Meeting Date: September 11, 2013**

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**TO:** Mayor and Council Members

**FROM:** Dan York, Public Works Director/ City Engineer

**SUBJECT:** National Pollution Discharge Elimination System (NPDES) Urban Runoff Discharge Permit Implementation Agreement First Amendment for the Santa Ana Region

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve and authorize the Mayor to execute the First Amendment of the NPDES Implementation Agreement.

**BACKGROUND:**

The watersheds within the City of Wildomar geographically lie within the Santa Ana River or the Santa Margarita River. The Santa Ana River watershed is permitted under the Regional Water Quality Control Board (RWQCB-SA) in Santa Ana. The Santa Margarita River watershed is permitted under the Regional Water Quality Control Board (RWQCB-SD) in San Diego.

Riverside County Flood Control and Water Conservation District (District) serves as principal permittee relative to the NPDES permit in both watersheds. The City of Wildomar and the other municipalities in Riverside County are designated as co-permittees. On February 9, 2011, the City of Wildomar executed an Implementation Agreement with District specific to the Santa Ana River watershed. The Implementation Agreement established the responsibilities and cost sharing of each party concerning compliance with the NPDES permit within the Santa Ana Region pursuant to Order No. R8-2010-0033. Further the Santa Ana Region NPDES permit and the Implementation Agreement outline provisions specific to the water quality of Lake Elsinore and Canyon Lake.

Relative to the City of Wildomar the First Amendment of the NPDES Implementation Agreement clarifies that RWQCB-SD has the authority to regulate municipal stormwater runoff including those portions that fall within the RWQCB-SA geographic jurisdiction. The First Amendment removes the City of Wildomar from the provisions of the February 9, 2011 executed Implementation Agreement relative to the Santa Ana Region NPDES permit and retains the City of Wildomar's responsibilities and cost sharing relative to the water quality of Lake Elsinore and Canyon Lake.

**FISCAL IMPACTS:**

There is no cost implication associated with the First Amendment of the Agreement. The City's estimated annual contribution for the studies and efforts relative to the water quality of Lake Elsinore and Canyon Lake is \$10,000.

Submitted by:  
Dan York  
Public Works Director/City Engineer

Approved by:  
Gary Nordquist  
City Manager

**ATTACHMENTS:**

Attachment 1-First Amendment to Agreement

# **ATTACHMENT 1**

## **FIRST AMENDMENT TO AGREEMENT**

National Pollutant Discharge Elimination System  
Urban Runoff Discharge Permit  
Implementation Agreement  
Santa Ana Region  
(Santa Ana Drainage Area)

This First Amendment ("Amendment") to that certain agreement ("Agreement") entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("DISTRICT"), the COUNTY OF RIVERSIDE ("COUNTY"), and the CITIES OF BEAUMONT, CALIMESA, CANYON LAKE, CORONA, EASTVALE, HEMET, LAKE ELSINORE, MENIFEE, MORENO VALLEY, MURRIETA, NORCO, PERRIS, RIVERSIDE, SAN JACINTO and WILDOMAR (individually, "CITY" and collectively, "CITIES") (each of the DISTRICT, COUNTY and CITIES shall be a "PARTY", and collectively, "PARTIES") with respect to establishing the responsibilities of each PARTY concerning compliance with the National Pollutant Discharge Elimination System Urban Runoff Discharge Permit issued by the California Regional Water Quality Control Board - Santa Ana Region ("RWQCB-SAR") pursuant to Order No. R8-2010-0033 ("NPDES Permit"), is entered into by and between the PARTIES and the CITY of JURUPA VALLEY with respect to the following:

### RECITALS

WHEREAS, the RWQCB-SAR issued the NPDES Permit to DISTRICT, COUNTY and CITIES on January 29, 2010; and

WHEREAS, the NPDES Permit designates DISTRICT as the "Principal Permittee", and COUNTY and CITIES as "Co-Permittees"; and

WHEREAS, cooperation between the PARTIES in the administration and implementation of the NPDES Permit is in the best interests of the PARTIES; and

WHEREAS, the PARTIES entered into the Agreement to facilitate the administration and implementation of the NPDES Permit; and

WHEREAS, on July 20, 2010 and July 21, 2010 the CITIES of MURRIETA and WILDOMAR, respectively, pursuant to California Water Code section 13228, requested that the RWQCB-SAR designate the California Regional Water Quality Control Board – San Diego Region ("RWQCB-SDR") as the regulating authority for all portions of those CITIES, regardless of RWQCB jurisdictional boundaries for matters pertaining to MS4 permitting; and

WHEREAS, on July 22, 2010, the CITY of MENIFEE requested that the RWQCB-SDR designate the RWQCB-SAR as the regulating authority for all portions of the CITY, regardless of RWQCB jurisdictional boundaries for matters pertaining to MS4 permitting; and

WHEREAS, on September 28, 2010, the Executive Officers of the RWQCB-SAR and RWQCB-SDR signed Designation Agreements, pursuant to Water Code Section 13228(a), providing (1) the RWQCB-SDR authority to regulate municipal stormwater runoff from the CITIES of MURRIETA and WILDOMAR, including those portions of the CITIES that fall within the RWQCB-SAR geographic jurisdiction; and (2) the RWQCB-SAR the authority to regulate municipal stormwater runoff from all portions of the CITY of MENIFEE, including those portions that are within the RWQCB-SDR geographic jurisdiction; and

WHEREAS, in accordance with the RWQCB-SDR Permit, Order No. R9-2010-0016, the CITIES of MURRIETA and WILDOMAR are required to comply with the applicable provisions of the Santa Ana NPDES MS4 Permit, Order R8-2010-0033, pertaining to implementation of the Nutrient Total Maximum Daily Load (TMDL) for Lake Elsinore and Canyon Lake; and

WHEREAS, Order R8-2010-0033 requires the CITY of MENIFEE to comply

with TMDLs and associated MS4 permit requirements issued by the RWQCB-SDR which include the CITY of MENIFEE as a responsible PARTY; and

WHEREAS, on June 7, 2013 the RWQCB-SAR NPDES Permit Order No. R8-2010-0033 was amended with Order No. R8-2013-0024 to provide for the removal of the CITIES of MURRIETA and WILDOMAR and the addition of the newly incorporated CITIES of EASTVALE and JURUPA VALLEY; and

WHEREAS, the entire jurisdictional areas of the CITIES of MURRIETA and WILDOMAR are now regulated by the RWQCB-SDR with respect to MS4 stormwater discharges ' and are no longer subject to the RWQCB-SAR NPDES Permit except with respect to those CITIES' compliance with the Nutrient TMDL for Lake Elsinore and Canyon Lake; and

WHEREAS, portions of the jurisdictional area of the CITY of MENIFEE were previously under the jurisdiction of the RWQCB-SDR and the entire jurisdictional area of the CITY of MENIFEE is now under the jurisdiction of the RWQCB-SAR.

NOW, THEREFORE, the PARTIES do mutually agree as follows:

1. Removal of CITIES of MURRIETA and WILDOMAR. Upon the Effective Date of this Amendment, the CITIES of MURRIETA and WILDOMAR are no longer subject to the terms of this Agreement except as necessary to meet their respective TMDL obligations (including cost shares for regional TMDL programs paid for through this agreement, timely implementation of Comprehensive Nutrient Reduction Plan programs and requirements, and timely submittal of information needed to satisfy TMDL reporting requirements) and except for where the CITIES of MURRIETA and WILDOMAR wish to participate in other related reports, studies or programs that may be necessary to address the Lake Elsinore and Canyon Lake Nutrient TMDL or other future TMDLs regulating the portion of the CITIES of MURRIETA and WILDOMAR within the RWQCB-SAR jurisdiction.

2. Addition of CITY of JURUPA VALLEY. Upon the Effective Date of this Amendment, the CITY of JURUPA VALLEY is a PARTY under the Agreement and shall be considered a "CITY" for purposes of all duties and responsibilities assigned, and all benefits accruing, to CITIES under the Agreement.

3. Permit Area Amendment. As used in the Agreement, the term "Permit Area" shall include the entire jurisdictional area of the CITY of MENIFEE.

4. Effective Date of Amendment. This Amendment shall become effective on the last date that both (a) duly authorized representatives of PARTIES representing a majority of the percentage contribution set forth in Section 4 of the Agreement and (b) the CITIES of JURUPA VALLEY, MENIFEE, MURRIETA and WILDOMAR sign the Amendment. Each PARTY's vote shall be calculated according to the percentage contribution of each PARTY as described in Section 4 of the Agreement.

5. Budget Responsibility of CITY of JURUPA VALLEY. Upon the Effective Date of the Amendment, the CITY of JURUPA VALLEY shall be responsible for the shared costs discussed in Section 4 of the Agreement for the current and any subsequent budget year.

6. Effectiveness of Agreement. Except as amended herein, all provisions in the Agreement remain in full force and effect.

7. Applicability of Prior Agreements. This Amendment, the Agreement and the exhibits attached hereto constitute the entire Agreement between the PARTIES with respect to the subject matter; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.

8. Execution in Counterparts. This Amendment may be executed and delivered in any number of counterparts or copies ("counterpart") by the PARTIES hereto. When each PARTY has signed and delivered at least one counterpart to the other PARTIES

hereto, each counterpart shall be deemed an original and, taken together, shall constitute one and the same agreement, which shall be binding and effective as to the PARTIES hereto.

IN WITNESS WHEREOF, the PARTIES have executed this Amendment on the dates set forth below.

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By \_\_\_\_\_  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

By \_\_\_\_\_  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

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

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By \_\_\_\_\_  
Karin Watts-Bazan  
Principal Deputy County Counsel

By \_\_\_\_\_  
Deputy

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

(SEAL)

RECOMMENDED FOR APPROVAL:

**COUNTY OF RIVERSIDE**

By \_\_\_\_\_  
JAY ORR  
Riverside County Executive Officer

By \_\_\_\_\_  
JOHN J. BENOIT, Chairman  
Riverside County Board of Supervisors  
Fourth District

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

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By \_\_\_\_\_  
KARIN WATTS-BAZAN  
Principal Deputy County Counsel

By \_\_\_\_\_  
Deputy

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

(SEAL)

APPROVED AS TO FORM:

**CITY OF BEAUMONT**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

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

(SEAL)

APPROVED AS TO FORM:

**CITY OF CALIMESA**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

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

(SEAL)

APPROVED AS TO FORM:

**CITY OF CANYON LAKE**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

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

(SEAL)

APPROVED AS TO FORM:

**CITY OF CORONA**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

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

(SEAL)

APPROVED AS TO FORM:

**CITY OF EASTVALE**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

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

(SEAL)

APPROVED AS TO FORM:

**CITY OF HEMET**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

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

(SEAL)

APPROVED AS TO FORM:

**CITY OF JURUPA VALLEY**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

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

(SEAL)

APPROVED AS TO FORM:

**CITY OF LAKE ELSINORE**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

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

(SEAL)

APPROVED AS TO FORM:

**CITY OF MENIFEE**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

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

(SEAL)

APPROVED AS TO FORM:

**CITY OF MORENO VALLEY**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

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

(SEAL)

APPROVED AS TO FORM:

**CITY OF MURRIETA**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

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

(SEAL)

APPROVED AS TO FORM:

**CITY OF NORCO**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

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

(SEAL)

APPROVED AS TO FORM:

**CITY OF PERRIS**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

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

(SEAL)

APPROVED AS TO FORM:

**CITY OF RIVERSIDE**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

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

(SEAL)

APPROVED AS TO FORM:

**CITY OF SAN JACINTO**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

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

(SEAL)

APPROVED AS TO FORM:

**CITY OF WILDOMAR**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

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

(SEAL)

**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #1.9**  
**CONSENT CALENDAR**  
**Meeting Date: September 11, 2013**

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**TO:** Mayor and City Council Members

**FROM:** Gary Nordquist, City Manager

**SUBJECT:** Parks Funding Measure Citizen's Oversight Advisory Committee Resolution

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2013 - \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, REPEALING RESOLUTION 2013-05 AND ESTABLISHING  
THE ORGANIZATION, OBJECTIVES AND RESPONSIBILITIES OF A  
WILDOMAR COMMUNITY PARKS FUNDING MEASURE CITIZEN'S  
OVERSIGHT ADVISORY COMMITTEE AND COMMITTEE MEMBER  
VOLUNTEERS DESCRIPTION

**BACKGROUND/ DISCUSSION:**

On November 6, 2012 Wildomar residents voted on a \$28 annual parcel tax (Measure Z) to assist in the funding of park operations and related park activities as noted in the Measure. The election results were certified by the Riverside County Register of Voters on November 26, 2012. Needing a 66.7% of the vote count, Measure Z was approved with a vote count of 68.59% in favor.

The passage of Measure Z, by statute, triggered a number of tasks that were addressed prior to the July 1, 2013 (Fiscal Year 2013-14) start of the tax. At the December City Council meeting, the Parks Subcommittee and Staff were provided direction to proceed with establishing the Parks Funding Measure Citizen's Oversight Advisory Committee (known as Measure Z Oversight Advisory Committee per section 1 of Resolution 2013-05) roles, responsibilities, duties, and volunteer committee member description/criteria and to recommend residents interested in serving on the committee.

The Parks Subcommittee conducted two public meetings (December 22, 2012 and January 23, 2013) in which the Public and Subcommittee developed the draft Resolution. Additionally, recruitment for committee members started January 2, 2013 and closed at 5:00 p.m. January 23, 2013. At the close of the recruitment period the

City received 18 applications. All applications were reviewed by the Parks Subcommittee and at the January 23, 2013, meeting seven applicants were recommended.

At the February 13, 2013 City Council meeting, the Council adopted Resolution 2013-05 establishing the committee and appointed five residents to the committee.

The committee conducted its first meeting on February 28, 2013, followed by regularly scheduled meetings held on April 25, 2013 and July 25, 2013. At the most recent committee meeting, a review by the committee members of Resolution 2013-05, Exhibit A, specifically the roles and responsibilities of members was discussed. This review and discussion resulted in a recommendation for revision with respect to items A.4 and B. The committee members concern focused on the perceived conflict of the committee providing budget recommendations and then the auditing of budgeted and actual revenues and expenditures by the same committee. Removing the budget component from the member's responsibilities will remove this perception and continue to enhance the independent role of this park revenue/expenditure oversight and advisory committee. Consistent with this budget component change, a revision to Exhibit B, Measure Z Oversight Advisory Committee Member Volunteer Information, where the budget is discussed is also recommended for revision.

**FISCAL IMPACT:**

None at this time.

Submitted by:  
Gary Nordquist  
City Manager

**Attachments:**

- A. Redline of proposed substantive changes to Resolution 2013-05
- B. Resolution

# **Attachment A**

## **Redline of Proposed Substantive Changes**

### **RESOLUTION NO. 2013 - 05**

#### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ESTABLISHING THE ORGANIZATION, OBJECTIVES AND RESPONSIBILITIES OF A WILDOMAR COMMUNITY PARKS FUNDING MEASURE CITIZEN'S OVERSIGHT ADVISORY COMMITTEE AND COMMITTEE MEMBER VOLUNTEERS DESCRIPTION**

**WHEREAS**, on November 6, 2012 Wildomar residents voted on a \$28 annual parcel tax (Measure Z) to assist in the funding of park operations and related park activities as noted in the measure; and

**WHEREAS**, the election results were certified by the Riverside County Register of Voters on November 26, 2012 and Measure Z, needing a 66.7% of the vote count, was approved with a Yes vote count of 68.59%; and

**WHEREAS**, the passage of Measure Z, by statute (Ordinance 71 added Chapter 3.18 to the City Municipal Code), triggers a number of tasks that need to be addressed prior to the July 1, 2013 (Fiscal Year 2013-14) start of the tax; and

**WHEREAS**, City Municipal Code Section 3.18.060 – Oversight Committee; *“By no later than March 1, 2013, the City Council shall establish a Wildomar Community Parks Funding Measure Citizen’s Oversight Advisory Committee to advise the City Council regarding the collection and expenditure of tax revenues collected under the authority of this chapter. The Committee shall consist of at least five members, who shall be residents of the City. The terms of the Committee members and their specific duties shall be established by resolution of the City Council.”*; and

**WHEREAS**, at a public meeting held on December 14, 2013 the City Council directed the Parks Subcommittee and Staff to proceed with preparing the necessary documents for committee formation and committee member volunteer description.

**NOW THEREFORE**, the City Council of the City of Wildomar, California, does hereby resolve, determine and order as follows:

#### **Section 1. Establishment of Committee.**

Pursuant to Section 13.18.060 of the Wildomar Municipal Code, there is hereby created a Wildomar Community Parks Funding Measure Citizen's Oversight Advisory Committee on which shall be known as the Measure Z Oversight Advisory Committee.

**Section 2. Duties of Committee.**

The duties of the Committee are described in the Guidelines and Policies, Exhibit A.

**Section 3. The City Committee Membership.**

The Committee shall consist of five members to be appointed by majority vote of the City Council, per the Committee Member Volunteer Description, Exhibit B.

**Section 4. Staff Assistance.**

The City Manager shall ensure that adequate staff will be allocated to provide necessary technical and clerical assistance to the Committee.

**Section 5. Time and Place of Meetings.**

The Committee shall establish a regular date, time and place for Committee meetings, which shall be open to the public. Said meetings shall occur no less frequently than every 3 months.

**PASSED, APPROVED AND ADOPTED** this 13th day of February 2013.

---

Timothy Walker  
Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

---

Thomas D. Jex  
City Attorney

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Debbie A. Lee, CMC  
City Clerk

## **Exhibit A**

### **City of Wildomar Measure Z Oversight Advisory Committee Guidelines and Policy**

#### **MISSION:**

To ensure that all revenues received from the voter approved "Save Wildomar Community Parks Funding Measure" (Measure Z) are only spent on permissible uses as outlined in City of Wildomar Ordinance 71 and City Municipal Code Chapter 3.18.

#### **GOVERNING AUTHORITY FOR COMMITTEE FORMATION**

Section 3.18.060 of the City of Wildomar Municipal Code requires the establishment of a Citizen's Oversight Advisory Committee:

*"3.18.060 – Oversight Committee. By no later than March 1, 2013, the City Council shall establish a Wildomar Community Parks Funding Measure Citizen's Oversight Advisory Committee to advise the City Council regarding the collection and expenditure of tax revenues collected under the authority of this chapter. The Committee shall consist of at least five members, who shall be residents of the City. The terms of the Committee members and their specific duties shall be established by resolution of the City Council."*

#### **ROLES, RESPONSIBILITIES AND DUTIES**

A. The responsibilities and duties of the Committee shall be limited to:

1. Review expenditures of Measure Z revenues to ensure the monies have been expended in accordance with the authorized purposes of Measure Z.
2. Understand allowable expenses of Measure Z monies (as identified in Section 3.18 of the Municipal Code).
3. Understand municipal revenue collection and distribution from local, state and federal sources.
4. ~~Review the upcoming fiscal year budget regarding Measure Z funds prior to the City Council budget hearings. (Committee Meeting anticipated in April/May)~~
5. Prepare and submit to the Chief Fiscal Officer of the City an annual public report on the expenditures of Measure Z tax revenues for the previous fiscal year. (Committee Meeting anticipated in September/October.) The Chief Fiscal Officer will then submit the public report to the City Council per Government Code section 50075.3.

B. The Measure Z Oversight Advisory Committee shall not have any budgetary decision authority and shall not allocate financial resources. ~~The Committee shall make community park related budget or service recommendations to the City Council as appropriate.~~

C. The Committee shall have no authority to direct, nor shall it direct, City Staff or Officials.

### **COMMITTEE STRUCTURE:**

#### *A. Appointments*

The City Council shall make appointments, by majority vote, to the Committee and shall be composed of five members.

#### *B. Qualification Standards*

Members of the Committee shall be at least 18 years of age and reside within the City limits. The Committee may not include any employee or official of the City, or any vendor, contractor or consultant doing business with the City.

#### *C. Term*

Committee members shall serve for a term of two years. Member's terms are to be staggered. At the Committee's first meeting, members will draw lots to select three members to serve a one-year term; the remaining members will serve a full two year term.

#### *D. Chair and Vice-Chair*

The Mayor shall appoint the initial Chair. The Chair shall appoint the initial Vice-Chair. Thereafter, the Committee shall annually (March) elect a Chair and a Vice-Chair, who shall act as Chair only when the Chair is absent.

#### *E. Compensation*

The Committee members shall serve without compensation.

#### *F. Meetings*

1. The Committee shall conduct at least four meetings a year.
2. Special meetings may be called by the Committee's chair. Special meetings may also be called by Committee members if three or more members petition the chair for a special meeting.
3. All meetings shall be noticed and shall be open to the public in accordance with the Ralph M. Brown Act, Government Code Section 54950 et seq. Each member of the Committee will be given a current copy of the Ralph M. Brown Act.
4. A majority of the Committee members shall constitute a quorum for the transaction of any business.

#### *G. Vacancies and Removal*

1. The City Council shall fill any vacancies on the Committee.
2. The City Council may remove any Committee member for any reason, including but not limited to, failure to attend two consecutive committee meetings without prior notification. Upon a member's removal, his or her seat shall be automatically deemed vacant.

#### **COMMITTEE STRUCTURE:**

##### *H. City Support*

The City shall provide to the Committee necessary technical and administrative assistance as follows:

1. Preparation, provision and posting of public notices as required by the Brown Act and in the same manner as noticing City Council meetings.
2. Provision of a meeting room, including any available City audio/visual equipment.
3. Provision of meeting materials, such as agendas, minutes and supporting reports.
4. Retention of Committee records.
5. Properly staff all Committee meetings.
6. Educate committee members on municipal finance.

##### *I. Termination of Committee*

The Committee shall automatically disband six months after the enabling ordinance is repealed, ruled invalid or terminates under the provisions of the ordinance.

## **Exhibit B**

### **City of Wildomar**

#### **Measure Z Oversight Advisory Committee Committee Member Volunteer Information**

##### **GENERAL INFORMATION**

68.5% of the Wildomar residents who voted on November 6, 2012 authorized a special tax to provide funding for Wildomar community parks and community park related facilities, programs and services. Resulting from this action, Ordinance number 71 was approved to add chapter 3.18 to the Wildomar municipal code. Within this chapter, Section 3.18.060 stipulates that an oversight and advisory committee be created, specially:

*“3.18.060 – Oversight Committee. By no later than March 1, 2013, the City Council shall establish a Wildomar Community Parks Funding Measure Citizen’s Oversight Advisory Committee to advise the City Council regarding the collection and expenditure of tax revenues collected under the authority of this chapter. The Committee shall consist of at least five members, who shall be residents of the City. The terms of the Committee members and their specific duties shall be established by resolution of the City Council”.*

##### **SELECTION PROCESS**

1. All applicants for appointment to the Committee must complete a *City Application for Volunteers* available online or at City Hall.
2. Applications will be screened by the Parks Subcommittee.
3. Qualified candidates may then be asked to meet with the Parks Subcommittee to discuss their application, interest, and experience.
4. The Parks Subcommittee will forward its recommendations to the City Council Members for consideration and appointment.

##### **COMMITTEE MEMBER VOLUNTEER DESCRIPTION**

Committee Members are appointed to two year terms by the City of Wildomar City Council and report to the City Manager or his/her designee.

The Committee Member should have the following characteristics to fulfill this volunteer role.

- Resident of the City of Wildomar.
- Demonstrated skills in successfully working with civic groups and residents.
- Have knowledge of and/or experience of the City Parks.

- Have knowledge of and/or experience in Non-Profit or Local Government Finance.
- Have knowledge of and/or experience in general and park maintenance and services.
- Ability to attend quarterly scheduled committee meetings

## **COMMITTEE MEMBER VOLUNTEER DESCRIPTION**

The Committee Member's responsibilities could include:

- Review expenditures of Measure Z revenues to ensure the monies have been expended in accordance with the authorized purposes of Measure Z.
- Understand allowable expenses of Measure Z monies (as identified in Section 3.18 of the Municipal Code).
- Understand municipal revenue collection and distribution from local, state and federal sources.
- ~~Review the upcoming fiscal year budget regarding Measure Z funds prior to the City Council budget hearings. (Committee Meeting anticipated in April/May.)~~
- Prepare and submit to the Chief Fiscal Officer of the City an annual public report on the expenditures of Measure Z tax revenues for the previous fiscal year. (Committee Meeting anticipated in September/October.) The Chief Fiscal Officer will then submit the public report to the City Council per Government Code section 50075.3.
- Attending quarterly committee meetings.
- Completion of Form 700 following appointment.
- Ability to participate in AB 1234 Ethics training.

This is not a paid city employee position and no salary, stipends, benefits or other City resources or access to City facilities are provided. Expenses such as vehicle mileage are reimbursable at IRS rates and all expenses must be approved by City management prior to expenditure.

Attachment B  
For  
Review and Adoption  
Resolution 2013-\_\_

RESOLUTION NO. 2013 - \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, REPEALING RESOLUTION 2013-05  
AND ESTABLISHING THE ORGANIZATION, OBJECTIVES AND  
RESPONSIBILITIES OF A WILDOMAR COMMUNITY PARKS  
FUNDING MEASURE CITIZEN'S OVERSIGHT ADVISORY  
COMMITTEE AND COMMITTEE MEMBER VOLUNTEERS  
DESCRIPTION**

**WHEREAS**, on November 6, 2012 Wildomar residents voted on a \$28 annual parcel tax (Measure Z) to assist in the funding of park operations and related park activities as noted in the measure; and

**WHEREAS**, the election results were certified by the Riverside County Register of Voters on November 26, 2012 and Measure Z, needing a 66.7% of the vote count, was approved with a Yes vote count of 68.59%; and

**WHEREAS**, the passage of Measure Z, by statute (Ordinance 71 added Chapter 3.18 to the City Municipal Code), triggers a number of tasks that need to be addressed prior to the July 1, 2013 (Fiscal Year 2013-14) start of the tax; and

**WHEREAS**, City Municipal Code Section 3.18.060 – Oversight Committee; *“By no later than March 1, 2013, the City Council shall establish a Wildomar Community Parks Funding Measure Citizen’s Oversight Advisory Committee to advise the City Council regarding the collection and expenditure of tax revenues collected under the authority of this chapter. The Committee shall consist of at least five members, who shall be residents of the City. The terms of the Committee members and their specific duties shall be established by resolution of the City Council.”*; and

**WHEREAS**, at a public meeting held on December 14, 2013 the City Council directed the Parks Subcommittee and Staff to proceed with preparing the necessary documents for committee formation and committee member volunteer description; and

**WHEREAS**, at a public meeting held on February 13, 2013 the City Council adopted Resolution No. 2013-05 establishing the committee, known as Measure Z Oversight and Advisory Committee and appointed 5 residents as committee members; and

**WHEREAS**, the Measure Z Oversight and Advisory Committee conducted the initial public meeting on February 28, 2013, followed by regularly scheduled meetings held on April 25, 2013 and July 25, 2013 wherein the Committee recommend that Resolution No. 2013-05 be revised to excluded references to budget responsibilities of committee members; and

**NOW THEREFORE**, the City Council of the City of Wildomar, California, does hereby resolve, determine and order as follows:

**Section 1. Repeal of Resolution No. 2013-05.**

Resolution No. 2013-05 of the City Council of the City of Wildomar is hereby repealed in its entirety.

**Section 2. Establishment of Committee.**

Pursuant to Section 13.18.060 of the Wildomar Municipal Code, there is hereby created a Wildomar Community Parks Funding Measure Citizen's Oversight Advisory Committee which shall be known as the Measure Z Oversight Advisory Committee.

**Section 3. Duties of Committee.**

The duties of the Committee are described in the Guidelines and Policies, Exhibit A.

**Section 4. The City Committee Membership.**

The Committee shall consist of five members to be appointed by majority vote of the City Council, per the Committee Member Volunteer Description, Exhibit B.

**Section 5. Staff Assistance.**

The City Manager shall ensure that adequate staff will be allocated to provide necessary technical and clerical assistance to the Committee.

**Section 6. Time and Place of Meetings.**

The Committee shall establish a regular date, time and place for Committee meetings, which shall be open to the public. Said meetings shall occur no less frequently than every 3 months.

**PASSED, APPROVED AND ADOPTED** this 11th day of September, 2013.

---

Timothy Walker  
Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

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Thomas D. Jex  
City Attorney

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Debbie A. Lee, CMC  
City Clerk

## **Exhibit A**

### **City of Wildomar Measure Z Oversight Advisory Committee Guidelines and Policy**

#### **MISSION:**

To ensure that all revenues received from the voter approved "Save Wildomar Community Parks Funding Measure" (Measure Z) are only spent on permissible uses as outlined in City of Wildomar Ordinance 71 and City Municipal Code Chapter 3.18.

#### **GOVERNING AUTHORITY FOR COMMITTEE FORMATION**

Section 3.18.060 of the City of Wildomar Municipal Code requires the establishment of a Citizen's Oversight Advisory Committee:

*"3.18.060 – Oversight Committee. By no later than March 1, 2013, the City Council shall establish a Wildomar Community Parks Funding Measure Citizen's Oversight Advisory Committee to advise the City Council regarding the collection and expenditure of tax revenues collected under the authority of this chapter. The Committee shall consist of at least five members, who shall be residents of the City. The terms of the Committee members and their specific duties shall be established by resolution of the City Council."*

#### **ROLES, RESPONSIBILITIES AND DUTIES**

A. The responsibilities and duties of the Committee shall be limited to:

1. Review expenditures of Measure Z revenues to ensure the monies have been expended in accordance with the authorized purposes of Measure Z.
2. Understand allowable expenses of Measure Z monies (as identified in Section 3.18 of the Municipal Code).
3. Understand municipal revenue collection and distribution from local, state and federal sources.
4. Prepare and submit to the Chief Fiscal Officer of the City an annual public report on the expenditures of Measure Z tax revenues for the previous fiscal year. (Committee Meeting anticipated in September/October.) The Chief Fiscal Officer will then submit the public report to the City Council per Government Code section 50075.3.

B. The Measure Z Oversight Advisory Committee shall not have any budgetary decision authority and shall not allocate financial resources.

C. The Committee shall have no authority to direct, nor shall it direct, City Staff or Officials.

## **COMMITTEE STRUCTURE:**

### *A. Appointments*

The City Council shall make appointments, by majority vote, to the Committee and shall be composed of five members.

### *B. Qualification Standards*

Members of the Committee shall be at least 18 years of age and reside within the City limits. The Committee may not include any employee or official of the City, or any vendor, contractor or consultant doing business with the City.

### *C. Term*

Committee members shall serve for a term of two years. Member's terms are to be staggered. At the Committee's first meeting, members will draw lots to select three members to serve a one-year term; the remaining members will serve a full two year term.

### *D. Chair and Vice-Chair*

The Mayor shall appoint the initial Chair. The Chair shall appoint the initial Vice-Chair. Thereafter, the Committee shall annually (March) elect a Chair and a Vice-Chair, who shall act as Chair only when the Chair is absent.

### *E. Compensation*

The Committee members shall serve without compensation.

### *F. Meetings*

1. The Committee shall conduct at least four meetings a year.
2. Special meetings may be called by the Committee's chair. Special meetings may also be called by Committee members if three or more members petition the chair for a special meeting.
3. All meetings shall be noticed and shall be open to the public in accordance with the Ralph M. Brown Act, Government Code Section 54950 et seq. Each member of the Committee will be given a current copy of the Ralph M. Brown Act.
4. A majority of the Committee members shall constitute a quorum for the transaction of any business.

### *G. Vacancies and Removal*

1. The City Council shall fill any vacancies on the Committee.
2. The City Council may remove any Committee member for any reason, including but not limited to, failure to attend two consecutive committee meetings without prior notification. Upon a member's removal, his or her seat shall be automatically deemed vacant.

## **COMMITTEE STRUCTURE:**

#### *H. City Support*

The City shall provide to the Committee necessary technical and administrative assistance as follows:

1. Preparation, provision and posting of public notices as required by the Brown Act and in the same manner as noticing City Council meetings.
2. Provision of a meeting room, including any available City audio/visual equipment.
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4. Retention of Committee records.
5. Properly staff all Committee meetings.
6. Educate committee members on municipal finance.

#### *I. Termination of Committee*

The Committee shall automatically disband six months after the enabling ordinance is repealed, ruled invalid or terminates under the provisions of the ordinance.

## **Exhibit B**

### **City of Wildomar**

#### **Measure Z Oversight Advisory Committee Committee Member Volunteer Information**

##### **GENERAL INFORMATION**

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##### **SELECTION PROCESS**

1. All applicants for appointment to the Committee must complete a City *Application for Volunteers* available online or at City Hall.
2. Applications will be screened by the Parks Subcommittee.
3. Qualified candidates may then be asked to meet with the Parks Subcommittee to discuss their application, interest, and experience.
4. The Parks Subcommittee will forward its recommendations to the City Council Members for consideration and appointment.

##### **COMMITTEE MEMBER VOLUNTEER DESCRIPTION**

Committee Members are appointed to two year terms by the City of Wildomar City Council and report to the City Manager or his/her designee.

The Committee Member should have the following characteristics to fulfill this volunteer role.

- Resident of the City of Wildomar.
- Demonstrated skills in successfully working with civic groups and residents.
- Have knowledge of and/or experience of the City Parks.
- Have knowledge of and/or experience in Non-Profit or Local Government Finance.
- Have knowledge of and/or experience in general and park maintenance and services.
- Ability to attend quarterly scheduled committee meetings

## **COMMITTEE MEMBER VOLUNTEER DESCRIPTION**

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- Understand municipal revenue collection and distribution from local, state and federal sources.
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- Attending quarterly committee meetings.
- Completion of Form 700 following appointment.
- Ability to participate in AB 1234 Ethics training.

This is not a paid city employee position and no salary, stipends, benefits or other City resources or access to City facilities are provided. Expenses such as vehicle mileage are reimbursable at IRS rates and all expenses must be approved by City management prior to expenditure.

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.10**  
**CONSENT CALENDAR**  
**Meeting Date: September 11, 2013**

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**TO:** Mayor and City Council Members

**FROM:** Matthew Bassi, Planning Director

**SUBJECT:** Ordinance No. 79 Second Reading – Zoning Ordinance Amendment No. 13-02 - Amending Section 17.172.205 (Fences) of the Wildomar Zoning Ordinance

**STAFF REPORT**

**RECOMMENDATION**

Staff recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 79  
A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, ADOPTING AN EXEMPTION FROM THE CALIFORNIA  
ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES PER SECTION  
15061(B)(3), AND APPROVING ZONING ORDINANCE AMENDMENT  
NO. 13-02 TO AMEND SECTION 17.172.205 (FENCES) TO ESTABLISH  
HEIGHT AND LOCATION STANDARDS FOR FENCES AND WALLS IN  
RESIDENTIAL ZONES AND RESTRICTIONS ON PROHIBITIVE  
FENCING MATERIALS

**DISCUSSION**

The City Council approved the first reading of Ordinance No. 79 at the August 14, 2013 City Council meeting. At this time it would be appropriate for the City Council to adopt Ordinance No. 79.

**FISCAL IMPACT:**

None.

Submitted by:  
Matthew Bassi  
Planning Director

Approved by:  
Gary Nordquist  
City Manager

## **ORDINANCE NO. 79**

**A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES PER SECTION 15061(B)(3), AND APPROVING ZONING ORDINANCE AMENDMENT NO. 13-02 TO AMEND SECTION 17.172.205 (FENCES) TO ESTABLISH HEIGHT AND LOCATION STANDARDS FOR FENCES AND WALLS IN RESIDENTIAL ZONES AND RESTRICTIONS ON PROHIBITIVE FENCING MATERIALS**

**THE WILDOMAR CITY COUNCIL DOES ORDAIN AS FOLLOWS:**

### **SECTION 1. CEQA Determination**

A review of the potential environmental impacts was conducted for Zoning Ordinance Amendment No. 13-02. Based on this review, the City Council determines that the adoption of the proposed zoning ordinance amendment (which provides for only text changes) related to height and location standards for fences in residential zones and restrictions on prohibitive fencing has no potential to impact the environment. Therefore, Zoning Ordinance Amendment No. 13-02 meets the criteria to be exempt from CEQA pursuant to Section 15061(b)(3) which states "that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." Therefore, the City Council, upon recommendation from the Planning Commission, hereby adopts said exemption for Zoning Ordinance Amendment No. 13-02 in accordance with Section 15061(b)(3) of CEQA.

### **SECTION 2. Required Zoning Ordinance Amendment Findings**

In accordance with the provisions of the Wildomar Zoning Ordinance the City Council makes the following finding of approval of Zoning Ordinance Amendment No. 13-02.

- A. The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance.

The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance in that the proposed amendment will establish height and location standards for fences and walls in residential zones which will further General Plan Goal LU 22.10 that states: *"require residential units/projects be designed to consider their surroundings and visually enhance, not degrade, the*

*character of the immediate area.*” In addition, the proposed standards will further the intent of Section 17.172.205 to provide for minimum development standards for the construction of fences within the City, which is designed to enhance the aesthetic appearance of the community, preserve property values and protect the health, safety and welfare of City residents.

### **SECTION 3:        Amendment to the Zoning Ordinance**

Section 17.172.205.B (Prohibited Fences) is hereby amended in its entirety to read as follows:

- B. Prohibited Fences. The following fence materials are prohibited in all zones (unless approved through the Plot Plan or Conditional Use Permit review process for security needs in the C/1-C-P, CPS and Industrial zones) for service commercial and/or industrial users) or as required by City, state or federal laws/regulations.
1. Garage doors, tires, pallets, or other materials not typically used for the construction of fences.
  2. Barbed wire or electrified fence (Except within the A-1, A-P, A-2, R-A and R-R zone districts).
  3. Razor or concertina wire in conjunction with a fence or wall, or by itself (Except within the A-1, A-P, A-2, R-A and R-R zone districts).

### **SECTION 4:        Amendment to the Zoning Ordinance**

Section 17.172.205. (Fences) is hereby amended to add a new subsection to read as follows:

- C. Exemptions. The following fences and walls shall be exempt from planning review (a building permit may be required as determined by the Building Official)
1. Retaining Walls - Retaining walls less than thirty-six (36) inches in height.
  2. Residential Fences - Fences located on residential property (privacy fences) constructed in compliance with the standards of this section.
  3. Required Fences - Fences and walls required by a state or federal agency, or by the City for public safety.

### **SECTION 5:        Amendment to the Zoning Ordinance**

Section 17.172.205 (Fences) is hereby amended to add a new subsection to read as follows:

- D. Height Limits and Locations. For all residential zoning districts in the City, each fence or wall (including landscaping used as a screen) shall comply with the height limits and locations shown in the Table D-1 (Maximum Height of Fences and Walls in Required Yard Areas).

**Table D-1 Maximum Height of Fences and Walls in Required Yard Areas**

<b><i>For lots less than one (1) acre in size</i></b>	
<u>Location of Fence/Wall/Screen<sup>1</sup></u>	<u>Maximum Height</u>
Within required front yard area <sup>2</sup>	<ul style="list-style-type: none"> <li>• 3-1/2 feet (42") for solid fences/garden walls.</li> <li>• Decorative pilasters (w/cap) &amp; gates (at the crown peak) can not exceed 6-feet.</li> </ul>
Within required front yard area <sup>2</sup>	<ul style="list-style-type: none"> <li>• 5-feet for chain link and wrought-iron fencing.</li> <li>• Decorative pilasters (w/cap) &amp; gates (at the crown peak) can not exceed 6-feet.</li> </ul>
Within required rear and interior side yard area (along rear and interior property lines)	6 feet
Within required street side yard area	6 feet
At intersections of streets, alleys, and driveways within the clear visibility area	Note #3
<b><i>For lots greater than one (1) acre in size</i></b>	
<u>Location of Fence/Wall/Screen<sup>1</sup></u>	<u>Maximum Height</u>
Within required front yard area <sup>2</sup>	<ul style="list-style-type: none"> <li>• 6 feet for solid fences/decorative walls.</li> <li>• Decorative pilasters (w/cap) at gate entry can not exceed 7 feet.</li> <li>• Gates (at the crown peak) can not exceed 8-feet.</li> </ul>
Within required rear and interior side yard area (along rear and interior property lines)	6 feet
Within required street side yard area	6 feet
At intersections of streets, alleys, and driveways within the clear visibility area	Note #3

**Notes:**

1. Fences, walls, and screening are not required between land uses unless otherwise specified in the Zoning Ordinance. Fences, walls, and screening must also be located outside of any public utility easement, except as authorized by the applicable utility agency.

2. Applies to the entire area in the front yard/setback area of a house, as defined by the front facade.

3. Fences/Walls located at intersections of streets, alleys, and driveways must maintain clear visibility as defined by the City Engineer.

**SECTION 6. Effective Date of the Ordinance.**

This Ordinance shall take effect and be in full force and operation thirty (30) days after its second reading and adoption.

**SECTION 7. Severability.**

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 8. City Clerk Action**

The City Clerk is authorized and directed to cause this Ordinance to be published within 15 days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Timothy Walker  
Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Thomas D. Jex  
City Attorney

\_\_\_\_\_  
Debbie A. Lee, CMC  
City Clerk

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #2.1**  
**PUBLIC HEARING**  
**Meeting Date: September 11, 2013**

---

**TO:** Mayor and City Council Members

**FROM:** Matthew C. Bassi, Planning Director

**SUBJECT:** Development Agreement No. 13-0033 – C.V. Communities for Tentative Tract Map No. 32535

**STAFF REPORT**

**RECOMMENDATION**

The Planning Commission recommends that the City Council introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT FOR TENTATIVE TRACT MAP NO. 32535 (PLANNING APPLICATION NO. 13-0033) GENERALLY ON THE WEST SIDE OF STABLE LANES ROAD, NORTH OF CLINTON KEITH ROAD AND SOUTH OF CATT ROAD (APN: 380-110-005, 380-110-006, 380-120-001, 380-120-002, 380-100-006, 380-100-005, 380-130-002, 380-130-018 AND 380-100-004)

**BACKGROUND**

The applicant (CV Communities) is proposing a Development Agreement for a Riverside County approved Tentative Tract Map No. 32535 located generally on Stable Lanes Road and north of Clinton Keith Road. Refer to vicinity map on the following page.

The Planning Commission reviewed the proposed Development Agreement at its meeting of August 7, 2013. After closing the public hearing, the Commission voted 4-0-1 (Kazmier Absent) to adopt PC Resolution No. 13-18 recommending City Council approval of Development Agreement No. 13-0033.

## Vicinity/Location Map



Tentative Tract Map No. 32535 permits the development of 84 single-family homes on the property (the "Project"). The City and CV Inland Investments have determined that the Project is a development for which a development agreement is appropriate. The Parties desire to define the parameters within which the obligations of the Developer, or its successors and assigns, for public infrastructure and services will be met and to provide for the orderly development of the property, assist in attaining the most effective utilization of resources within the City and otherwise achieve the goals of the Development Agreement Statute. In consideration of these benefits to the City and the public benefits of the Project, the Developer will receive assurances that the City will review all permits and approvals required for total Development of the Property in accordance with existing development regulations.

## DISCUSSION

Tentative Tract Map 32535 was approved by Riverside County prior to the City's incorporation and no varying negative impacts are anticipated as a result of this Agreement. The Agreement will, however, facilitate already agreed upon and anticipated development and ensure that the Project will provide local and regional public benefits to the City, including, without limitation, the following: increased tax

revenues, improved pedestrian mobility and connection, implementation of the Circulation Element of the General Plan and preservation of natural space in excess of 5.83 acres.

This Development Agreement requires the developers to include the properties in and pay for the formation of a Community Facilities District (“CFD”) to finance certain City public service costs (Section 5.1 of the DA – not to exceed \$590/dwelling unit). In addition, the developer will pay to the City a “Development Agreement Fee” of \$180/dwelling unit that will be charged at the time of the issuance of a Certificate of Occupancy for each unit.

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

## **CEQA DISCUSSION**

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. (“CEQA”)), a mitigated negative declaration was prepared, considered and approved by the County Planning Commission and the County Board of Supervisors in approving Tentative Tract Map 32535 and a notice of determination was filed. The development agreement does not change in any way the design or project features evaluated in the mitigated negative declaration prepared for Tentative Tract Map 32535. Further, while the City of Wildomar has incorporated since the original approval of the Tentative Tract Map, the City adopted the General Plan and Zoning Ordinance of Riverside County that were used to consider and approve Tentative Tract Map 32535 upon incorporation and has made no amendments to the Zoning Ordinance or General Plan that would affect these maps since then. As there have been no changes in the project, no changes in the circumstances under which the project will be undertaken, and no new information has come to light regarding new or increased significant environmental effects, none of the conditions exist that might otherwise require a subsequent EIR, subsequent mitigated negative declaration or subsequent negative declaration or addendum pursuant to Title 14 Cal. Code Regs. Section 15162.

## **PUBLIC NOTICING**

In accordance with Government Code Sections 65353, 65355 and 65090, on August 28, 2013 the Planning Department mailed a public hearing notice to all property owners within a 600-foot radius of the proposed project boundaries notifying them of the September 11, 2013 City Council hearing. On August 30, 2013, a legal notice was published in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the September 11, 2013 City Council hearing.

A notice was also sent to Mr. Ray Johnson in accordance with a request he made to the Planning Department to be notified of the hearing for this project.

### **FISCAL IMPACT**

There are no negative fiscal impacts to the City related to this action. However, In accordance with the Development Agreement, the Applicant will pay \$15,000 to establish a city-wide CFD, which will result in tax revenues to the City of \$49,560 annually in perpetuity.

Submitted by:  
Matthew C. Bassi  
Planning Director

Approved by:  
Gary Nordquist  
City Manager

### **ATTACHMENTS**

- A. Draft Council Ordinance  
Exhibit 1 – C.V. Communities Development Agreement
- B. Reduced copy of County approved TTM No.32535
- C. County Approved Conditions of Approval for TM 32535

# **ATTACHMENT A**

## **Draft City Council Ordinance**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT FOR TENTATIVE TRACT MAP NO. 32535 (PLANNING APPLICATION NO. 13-0033) GENERALLY ON THE WEST SIDE OF STABLE LANES ROAD, NORTH OF CLINTON KEITH ROAD AND SOUTH OF CATT ROAD (APN: 380-110-005, 380-110-006, 380-120-001, 380-120-002, 380-100-006, 380-100-005, 380-130-002, 380-130-018 AND 380-100-004)**

**THE WILDOMAR CITY COUNCIL DOES ORDAIN AS FOLLOWS:**

**SECTION 1. Findings**

- A. California Government Code Title 7, Chapter 4, Article 2.5 authorizes the City of Wildomar to enter into development agreements which will provide certainty, definition and commitment to developers as well as to necessary public improvements required by development.
- B. The County of Riverside approved Tentative Tract Map No. 32535 on December 5, 2006. In connection with such approval, the County adopted a Mitigated Negative Declaration (EA No. 40124).
- C. Tentative Tract Map No. 32535 permits the development of 84 single-family homes on the property, which is owned by CV Inland Investments.
- D. The City of Wildomar and CV Inland Investments desire to enter into a development agreement for the Tract 32535 property to define the parameters within which the obligations of the developer, or its successors and assigns, for public infrastructure and services will be met and to provide for the orderly development of the properties.
- E. The City Council hereby finds and determines that the Development Agreement is consistent with the General Plan of the City of Wildomar and will include improvements and contribute fees to improvements that will implement the Circulation Element of the General Plan.
- F. In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), a mitigated negative declaration was prepared, considered and approved by the County Planning Commission and the County Board of Supervisors in approving Tentative Tract Map 32535 and a notice of determination was filed. The City Council find the development agreement does not change in any way the design or project features evaluated in the mitigated negative declaration prepared for Tentative Tract Map 32535. Further, while the City of Wildomar has incorporated since the original approval of the Tentative Tract Map, the City

adopted the General Plan and Zoning Ordinance of Riverside County that were used to consider and approve Tentative Tract Map 32535 upon incorporation and has made no amendments to the Zoning Ordinance or General Plan that would affect these maps since then. As there have been no changes in the project, no changes in the circumstances under which the project will be undertaken, and no new information has come to light regarding new or increased significant environmental effects, none of the conditions exist that might otherwise require a subsequent EIR, subsequent mitigated negative declaration or subsequent negative declaration or addendum pursuant to Title 14 Cal. Code Regs. Section 15162.

- G. The Planning Commission held a duly noticed public hearing for the approval of this development agreement on August 7, 2013, and at the conclusion of the public hearing approved Planning Commission Resolution No. 13-18 recommending that the City Council approve the development agreement.
- H. The City published a legal notice in the Press Enterprise and mailed out said notice to all property owners within a 600-foot radius of the project boundaries on August 30, 2013 notifying that the City Council would be holding a public hearing on the approval of this development agreement.
- I. The City Council held a duly noticed public hearing on the development agreement on September 11, 2013.

**SECTION 2.** This Ordinance incorporates, and by this reference makes a part hereof, that certain Development Agreement, substantially in the form on file with the City Clerk, by and between the City of Wildomar and CV Inland Investments, relative to the Project.

**SECTION 3.** This Ordinance is adopted under the authority of the Government Code Section 65864, et seq.

**SECTION 4.** Based on the findings set forth in this Ordinance and the evidence in the Staff Report, the City Council hereby approves the Development Agreement, substantially in the form on file with the City Clerk, and attached hereto as Exhibit 1 of this Ordinance.

**SECTION 5.** The City Manager is hereby authorized and directed to execute the Development Agreement on behalf of the City of Wildomar.

**SECTION 6.** The City Manager or his or her designee is hereby authorized and directed to perform all acts required to be performed by the City in the administration and implementation of this Development Agreement, including, without limitation, reviewing the Development Agreement on an annual basis, approving assignments and executing other agreements or documents necessary to carry out the purposes of the Development Agreement.

**SECTION 7.** This Ordinance shall take effect thirty (30) days following its final passage. The City Clerk shall cause this Ordinance to be posted or published pursuant to the requirements of Government Code Section 36933.

**SECTION 8.** Within ten (10) days after the date upon which the City Manager executes the Development Agreement on behalf of the City, the City Clerk shall record the Development Agreement and this Ordinance with the County Recorder of the County of Riverside.

**SECTION 9.** If any part of this Ordinance, or the Development Agreement which it approves, is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Agreement, and this City Council hereby declares that it would have passed the remainder of the Ordinance, or approved the remainder of the Agreement, if such invalid portion thereof had been deleted.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Timothy Walker  
Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Thomas D. Jex  
City Attorney

\_\_\_\_\_  
Debbie A. Lee, CMC  
City Clerk

**EXHIBIT 1**  
**Development Agreement No. 13-0033 for TM 32535**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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

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No Recording Fee Required – Government Code § 27383

DEVELOPMENT AGREEMENT

between

THE CITY OF WILDOMAR

and

CV INLAND INVESTMENTS 1, LP,

A Delaware limited partnership

(Tract Map 32535)

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into on \_\_\_\_\_, 2013, between the CITY OF WILDOMAR (the "City"), a municipal corporation, and CV INLAND INVESTMENTS 1, LP, a Delaware limited partnership ("CV Inland") pursuant to Article 2.5 of Chapter 4 of Division 1 of Title 7, §§ 65864 through 65869.5 of the Government Code. The parties hereto may be referred to in some instances as a party ("Party") or parties ("Parties").

### RECITALS

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

B. Ownership of the Property. CV Inland owns the property described in Exhibit "A" as Tract 32535 (the "Property"). References in this Agreement to the "Developer" shall mean CV Inland with respect to the Property, and its successors and assigns.

C. Development of the Property. The City residents approved incorporation in February 2008 and the City was incorporated effective July 1, 2008. The County of Riverside approved Tentative Tract Map No. 32535 for the Property on December 5, 2006. In connection with such approval, the County adopted its Mitigated Negative Declaration (EA No. 40124). Pursuant to extensions approved by the County and the operation of State legislation, Tentative Tract Map No. 32535 remains in effect as of the date of this Agreement. Tentative Tract Map No. 32535 permits the development of 84 single-family homes on the Property. Prior to the approval of this Agreement, Tentative Tract Map No. 32535 would have had an expiration date of December 5, 2016.

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

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

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

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

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

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

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

5. Natural Open Space. Approximately 5.83 acres of natural open space will be preserved in perpetuity.

G. Public Hearings: Findings. In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, *et seq.* ("CEQA")), a mitigated negative declaration was prepared, considered and approved by the County Planning Commission and the County Board of Supervisors in approving Tentative Tract 32535 and a notice of determination was filed. On August 7, 2013, the City of Wildomar Planning Commission, after giving notice pursuant to Government Code §§ 65090, 65091, 65092 and 65094, held a public hearing on the Developer's application for this Agreement. On September 11, 2013, the City Council, after providing the public notice required by law, held a public hearing to consider the Developer's application for this Agreement. The Planning Commission and the City Council have found this Agreement does not change in any way the design or project features evaluated in the mitigated negative declaration prepared for Tentative Tract Map 32535. Further, while the City of Wildomar has incorporated since the original

approval of the Tentative Tract Map, the City adopted the General Plan and Zoning Ordinance of Riverside County that were used to consider and approve Tentative Tract Map 32535 upon incorporation and has made no amendments to the Zoning Ordinance or General Plan that would affect the map since then. As there have been no changes in the project, no changes in the circumstances under which the Project will be undertaken, and no new information has come to light regarding new or significant environmental effects, none of the conditions exist that might otherwise require a subsequent EIR, subsequent mitigated negative declaration or subsequent negative declaration or addendum pursuant to Title 14 Cal. Code Regs. Section 15162. The Planning Commission and the City Council have found on the basis of substantial evidence that this Agreement is consistent with the General Plan and all other applicable policy plans of the City.

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

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

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

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

1.2 Authorizing Ordinance. "Authorizing Ordinance" means Ordinance No. \_\_\_\_\_ approving this Agreement.

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

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

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

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

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

1.8 City. “City” means the City of Wildomar, California.

1.9 City Council. “City Council” means the governing body of the City.

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

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

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

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

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

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

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

1.17 Developer. “Developer” means CV Inland Investments 1, LP with respect to the Property, and its successors and assigns.

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

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

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

1.21 Development Impact Fees. “Development Impact Fees” or “DIF” means all capital improvement, development impact and related fees imposed and collected by the City. Development Impact Fees shall not include (i) fees charged by the City for the review and processing of Building Permit or Grading Permit approvals or any other future Development Approvals and (ii) fees imposed by regional public agencies such as the “TUMF Fee” and “MSHCP Fee.”

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

1.23 Development Plan. “Development Plan” means the Existing Development Approvals, Future Development Approvals and Existing Land Use Regulations.

1.24 Director. “Director” means the City’s Planning Director or equivalent official, and his or her designee.

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

1.26 Effective Date. “Effective Date” means the date this Agreement becomes effective as set forth in Section 3.5.

1.27 Estoppel Certificate. “Estoppel Certificate” means an executed certificate in the form attached hereto as Exhibit “C.”

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

1.29 Existing Development Approvals. “Existing Development Approvals” means only the Development Approvals listed on Exhibit “B.”

1.30 Existing Land Use Regulations. “Existing Land Use Regulations” means those Land Use Regulations applicable to the Property in effect on the Effective Date.

1.31 Final Map. “Final Map” means an approved and filed final subdivision map pursuant to Tentative Tract 32535.

1.32 Force Majeure. “Force Majeure” shall have the meaning set forth in Section 18.2 below.

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

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

1.35 Grading Permit. “Grading Permit” means a permit issued by the City’s Building and Safety Department which allows the excavation or filling, or any combination thereof, of earth.

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

1.37 Innocent Party. “Innocent Party” shall have the meaning set forth in Section 12.8 below.

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

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

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

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

1.42 Mortgagee. “Mortgagee” refers to the holder of a beneficial interest under a Mortgage.

1.43 Municipal Code. “Municipal Code” means the City’s Municipal Code as it existed on the Effective Date and as it may be amended from time to time consistent with the terms of this Agreement.

1.44 Non-Defaulting Party. “Non-Defaulting Party” shall have the meaning set forth in Section 12.1 below.

1.45 Planning Commission. “Planning Commission” means the City’s Planning Commission.

1.46 Property. “Property” means the Tract 32535 Property as described in Exhibit “A” hereto.

1.47 Project. “Project” means the Development of the Property pursuant to this Agreement and the Development Plan.

1.48 Public Facilities. “Public Facilities” means those public improvements set forth on Exhibit “D” attached hereto.

1.49 Reservations of Authority. “Reservation of Authority” shall have the meaning set forth in Section 10.1 below.

1.50 Subdivision Map Act. “Subdivision Map Act” means Government Code § 66412 et seq. as implemented by Title 16 of the Municipal Code.

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

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

1.53 Tentative Tract 32535. “Tentative Tract 32535” means Tentative Tract Map No. 32535 originally approved by the County on December 5, 2006.

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

## 2. EXHIBITS.

The following are the Exhibits to this Agreement:

Exhibit “A”: Map and Legal Description of the Property

Exhibit “B”: Existing Development Approvals

Exhibit “C”: Estoppel Certificate

Exhibit “D”: Public Facilities

Exhibit “E”: Form of Joint Community Facilities Agreement

Exhibit “F”: Form of Assignment and Assumption Agreement

## 3. TERM.

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

3.2 Termination Upon Completion of Construction. Except with respect to the benefits applicable to the Lot pursuant to Section 4 of this Agreement, this

Agreement shall terminate with respect to any Lot, and such Lot shall be released and no longer subject to this Agreement, without the execution or recordation of any further document, when a Certificate of Occupancy has been issued for the first building on the Lot or, if no Certificate of Occupancy is issued, when the final inspection for the first building on the Lot has taken place.

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

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

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

#### 4. DEVELOPMENT OF THE PROPERTY.

4.1 Right to Develop. During the Term, the Developer shall have vested rights to Develop the Property to the full extent permitted by the Development Plan and this Agreement. Except as provided within this Agreement, the Development Plan shall exclusively control the Development of the Property (including the uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes and the design, improvement and construction standards and specifications applicable to the Project). The number of residential units authorized to be constructed hereunder is 84 dwelling units within the Property. Nothing in this Agreement is intended to diminish or affect any Developer's vested rights as may be established under other applicable laws.

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

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

4.4 Later Enacted Measures. This Agreement is a legally binding contract which will supersede any initiative, measure, moratorium, statute, ordinance, or other limitation enacted after the Effective Date, except as provided in Article 10. Any such enactment which affects, restricts, impairs, delays, conditions, or otherwise impacts the implementation of the Development Plan (including the issuance of all necessary Future Development Approvals or permits for the Project) in any way contrary to the terms and intent of this Agreement shall not apply to the Project unless otherwise provided by State law.

## 5. FACILITIES AND SERVICES FINANCING.

5.1 Inclusion in Services CFD. Subject to the provisions of this Article 5, Developers agree that following the approval of a Final Map for the Property, the City may include the Property in a CFD that is authorized to finance certain City public services costs through the levy of an annual special taxes on assessor's parcels of Developed Property in an amount not to exceed \$590 per dwelling unit, subject to adjustment each July 1, commencing July 1, 2013, by the percentage change in the Index for the twelve-month period ending the prior May 31, not to exceed 2% for maintenance services and 5% for emergency services (police, fire, administration/general services). Such special taxes shall be authorized to be levied in perpetuity. Within fifteen (15) days following the approval of the first Final Map, Developer shall pay \$15,000 to the City to be used for the City's costs of formation of such CFD. The inclusion of the Property in such CFD shall be in lieu of annexation of the Property into, or inclusion of the Property in, County Service Area ("CSA") Nos. 103 and 152 and LLMD No. 89-1.

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

## 6. CONSTRUCTION AND COMPLETION OF PROJECT.

6.1 Timing of Development. The Parties acknowledge that the substantial public benefits to be provided by the Developer to the City pursuant to this Agreement are in consideration for, and in reliance upon, assurances that the City will permit Development of the Property in accordance with the terms of this Agreement. Accordingly, the City shall not attempt to restrict, limit or otherwise dictate the Development of the Property in any manner that would conflict with the provisions of

this Agreement. The City acknowledges that the Developer cannot at this time predict the timing or rate at which the Property will be Developed. The timing and rate of Development depend on numerous factors such as market demand, interest rates, absorption, completion schedules and other factors, which are not within the control of the Developer or the City. In Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, the California Supreme Court held that a construction company was not exempt from a city's growth control ordinance notwithstanding that the construction company and the city had entered into a consent judgment (tantamount to a contract under California law) establishing the company's vested rights to develop its property in accordance with the zoning. The California Supreme Court reached this result on the basis that the consent judgment failed to address the timing of development. It is the intent of the Parties to avoid the result of the Pardee case by acknowledging and providing in this Agreement that the Developer shall have the vested right to Develop the Property in such order and at such rate and at such time as the Developers deem appropriate. In addition to, and not in limitation of, the foregoing, but except as set forth in the following sentence, it is the intent of the Parties that no City moratorium or other similar limitation relating to the rate or timing of the Development of the Property or any portion thereof, whether adopted by initiative, referendum or otherwise, shall apply to the Property to the extent that such moratorium, referendum or other similar limitation is in conflict with this Agreement. Notwithstanding the foregoing, the Developer acknowledges that nothing herein is intended or shall be construed as (i) overriding any provision of the Existing Land Use Regulations relating to the phasing of Development of the Property; or (ii) restricting the City from exercising the Reservations of Authority described in Article 10 of this Agreement to regulate Development of the Property.

6.2 Public Improvements. The City shall not condition any Future Development Approvals to require the Developer to Dedicate land, and/or to construct the public infrastructure other than the Public Facilities.

## 7. FEES, TAXES AND ASSESSMENTS.

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

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

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

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

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

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

City shall, if requested to do so by the Developer and at the Developer's expense, employ additional private entities or persons to perform such services.

8.3 Tentative Subdivision Maps. The City hereby extends the expiration date of Tentative Tract 32535 to December 5, 2019. Nothing herein shall preclude the further extension of such expiration date by operation of state law, as applicable at the time of map expiration.

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

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

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

## 9. AMENDMENT AND MODIFICATION OF DEVELOPMENT AGREEMENT.

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

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

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

### 9.4 Minor Modifications.

9.4.1 Flexibility Necessary. The provisions of this Agreement require a close degree of cooperation between the City and the Developer. Implementation of the Project may require minor modifications of the details of the Development Plan and affect the performance of the Parties under this Agreement. The anticipated refinements to the Project may demonstrate that clarifications to this Agreement and the Development Plan are appropriate with respect to the details of performance of the City and the Developer. The Parties desire to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. Therefore, non-substantive and procedural modifications of the

Development Plan pursuant to this Section 9.4 shall not require modification of this Agreement and may be approved in writing by the City Manager.

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

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

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

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

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

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

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

## 10. RESERVATIONS OF AUTHORITY.

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

10.1.1 Future Regulations. Future Land Use Regulations which (i) are not in conflict with the Existing Land Use Regulations, (ii) would be applicable under the Development Agreement Statute (§ 65866); or (iii) are in conflict with the Existing Land Use Regulations but the application of which to the Project has been consented to in writing by Developer.

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

impact on the Development Plan and Developer's rights and benefits under this Agreement.

#### 10.1.3 Public Health and Safety/Uniform Codes.

##### 10.1.3.1 Adoption Automatic Regarding Uniform Codes.

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

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

##### 10.1.4 Amendments to Codes for Local Conditions.

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

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

#### 11. PERIODIC REVIEW.

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

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

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

## 12. DEFAULT, REMEDIES AND TERMINATION.

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

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

As part of the bargained for consideration for this Agreement, the Parties agree that any action or proceeding to cure, correct or remedy any Default or to enforce any covenant or promise herein shall be limited solely and exclusively to those remedies expressly provided herein. City and Developer may institute legal or equitable proceedings to cure, correct or remedy any Default, or to enforce any covenant or promise herein, enjoin any threatened or attempted violation, or enforce by specific performance, declaratory relief or writ of mandate the obligations and rights of the Parties hereto. In no event shall Developer or City, or any of their officers, agents, representatives, officials, employees or insurers, be liable to Developer or City for damages for any breach or violation of this Agreement. The enforceability and validity of the above limitations on the remedies available to the Parties, including, without limitation, the specific provision prohibiting the recovery of damages, is part of the bargained for, negotiated consideration for the City's agreement to enter into this Agreement, and it is acknowledged that the City would not have entered this Agreement if it were to be liable in damages under this Agreement. In the event Developer seek or accept damages in any action or proceeding brought for breach or violation of this Agreement or to enforce any provision hereof, such award shall destroy the consideration supporting the City's agreement to enter into this Agreement, and shall, in turn, entitle the City to immediately impose whatever terms, conditions, ordinances, fees and/or exactions the City deems appropriate, and further shall entitle the City, at its option, to undertake to revoke any entitlements granted pursuant to this Agreement, irrespective of any provision to the contrary contained herein. Accordingly, the remedy

of monetary damages is not available to any Party except as provided in subsections 12.3.1 and 12.3.2 below.

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

### 12.3 Recovery of Monies Other Than Damages.

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

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

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

12.5 Notice and Opportunity to Cure. Subject to Section 12.6.1, a Non-Defaulting Party in its discretion may elect to declare a Default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other Party ("Defaulting Party") to perform any material duty or obligation of the Defaulting Party under the terms of this Agreement. However, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by the Defaulting Party to cure such breach or failure ("Default Notice"). The Defaulting Party shall be deemed in Default under this Agreement, if the breach or failure can be cured, but the Defaulting Party has failed to take such actions to cure such Default within thirty (30) days after the date of receipt of

such notice or ten (10) days thereafter for monetary defaults (or such lesser time as may be specifically provided in this Agreement). However, if a non-monetary Default cannot be cured within such thirty (30) day period, and if and, as long as the Defaulting Party does each of the following:

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

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

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

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

E. Diligently prosecutes such cure to completion, and

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

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

## 12.6 Dispute Resolution.

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

12.6.2 Termination Notice. Upon receiving a Default Notice, should the Defaulting Party fail to timely cure any Default, or fail to diligently pursue such cure as prescribed above, the Non-Defaulting Party may, in its discretion, provide the Defaulting Party with a written notice of intent to terminate this Agreement and other agreements ("Termination Notice"). The Termination Notice shall state that the Non-Defaulting Party will elect to terminate the Agreement and such other agreements as the Non-Defaulting Party elects to terminate within thirty (30) days and state the reasons therefor (including a copy of any specific charges of Default) and a description

of the evidence upon which the decision to terminate is based. Once the Termination Notice has been issued, the Non-Defaulting Party's election to terminate any agreements will only be waived or resolved (i) if the Defaulting Party fully and completely cures all Defaults prior to the date of termination, (ii) pursuant to Section 12.6.3 below or (iii) if the Non-Defaulting Party elects to revoke the Termination Notice.

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

A. Decide to terminate this Agreement.

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

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

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

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

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

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

### 13. ASSIGNMENT.

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

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

13.2 Subject to Terms of Agreement. Following any such transfer or assignment of any of the rights and interests of the Developer under this Agreement, in accordance with Section 13.1 above, the exercise, use and enjoyment of such rights

and interests shall continue to be subject to the terms of this Agreement to the same extent as if the assignee or transferee were the Developer.

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

#### 14. RELEASES AND INDEMNITIES.

##### 14.1 Third-Party Litigation.

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

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

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

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

14.1.2 Revision of Land Use Restrictions. If, for any reason, the General Plan, Land Use Regulations, Development Approvals, this Agreement or any part thereof is hereafter judicially determined, as provided above, to not be in compliance with the State or Federal Constitution, laws or regulations and, if such noncompliance can be cured by an appropriate amendment thereof otherwise conforming to the provisions of this Agreement, then this Agreement shall remain in full force and effect to the extent permitted by law. The Development Plan, Development Approvals and this Agreement shall be amended, as necessary and as agreed by the Parties, in order to comply with such judicial decision.

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

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

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

## 15. EFFECT OF AGREEMENT ON TITLE.

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

A. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise)

and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring any rights or interests in the Property, or any portion thereof, whether by operation of laws or in any manner whatsoever and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns;

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

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

## 16. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION.

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

16.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any state statute or regulation.

## 17. MORTGAGEE PROTECTION.

17.1 No Encumbrances Except Mortgages to Finance the Project. Mortgages required for any reasonable method of financing of the Project are permitted but only for the following: (i) for the purpose of securing loans of funds used or to be used for financing the acquisition of a separate Lot(s) or parcel(s), (ii) for the construction of improvements thereon, in payment of interest and other financing costs, and (iii) for any other expenditures necessary and appropriate to Development of the Property under this Agreement, or for restructuring or refinancing any for same. No map permitted herein, even if for financing purposes, shall permit financing for other than purposes of developing the Project solely.

17.2 Developer's Breach Not Defeat Mortgage Lien. Developer's breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render void the lien of any Mortgage made in good faith and for value but, unless otherwise provided herein, the terms, conditions, covenants, restrictions, easements,

and reservations of this Agreement shall be binding and effective against the holder of any such Mortgage whose interest is acquired by foreclosure, trustee's sale or otherwise.

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

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

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

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

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

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

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

No Mortgage holder shall undertake or continue the construction or completion of the improvements (beyond the extent necessary to preserve or protect the improvements or construction already made) without first having expressly assumed the Developer's obligations to the City by written agreement satisfactory to City with respect to the Project or any portion thereof in which the holder has an interest. The

Mortgage holder must agree to complete, in the manner required by this Agreement, the improvements to which the lien or title of such holder relates, and submit evidence satisfactory to the City that it has the qualifications and financial responsibility necessary to perform such obligations.

## 18. MISCELLANEOUS.

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

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

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

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

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

18.2 Force Majeure. The time within which the Developer or the City shall be required to perform any act (other than the payment of money) under this Agreement shall be extended by a period of time equal to the number of days during which performance of such act is delayed due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, natural disasters, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions on priority, initiative or referendum, moratoria, processing with governmental agencies other than the City, unusually severe weather, third party litigation as described in Section 14.1 above, or any other similar causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if written notice by the party claiming such extension is sent to the other Party within thirty (30) days of knowledge of the commencement of the cause. Any act or failure to act on the part of a Party shall not excuse performance by that Party.

## 18.3 Interpretation.

18.3.1 Construction of Development Agreement. The language of this Agreement shall be construed as a whole and given its fair meaning. The captions of the sections and subsections are for convenience only and shall not influence construction. This Agreement shall be governed by the laws of the State of California.

This Agreement shall not be deemed to constitute the surrender or abrogation of the City's governmental powers over the Property.

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

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

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

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

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

18.6 Notice.

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

CV Inland Investments 1, LP  
1900 Quail Street  
Newport Beach, CA 92660  
Attention: Adam Smith

With a copy to:

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

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

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

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

With a copy to:

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

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

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

18.7 Relationship of Parties. It is specifically understood and acknowledged by the Parties that the Project is a private development, that no Party is acting as the agent of any other Party in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. The only relationship between the City and the Developer is that of a government entity regulating the development of private property and the owner of such private property.

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

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

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

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

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

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

18.12 Execution.

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

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

18.12.3 Authority to Execute. The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to sign and deliver this Agreement on behalf of the Party he or she represents, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, (iv) the entering into of this Agreement does not violate any provision of any other agreement to which the Party is bound and (v) there is no litigation or legal proceeding which would prevent the Parties from entering into this Agreement.

18.13 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and Developer. The anticipated refinements to the Project may demonstrate that clarifications to this Agreement and the Development Approvals are appropriate with respect to the implementation of this Agreement and the Development Approvals. If, when, and as it becomes necessary or appropriate to take implementing actions or make such changes, adjustments or clarifications the Parties may effectuate such actions, changes, adjustments or clarifications through an operating memorandum ("Operating Memorandum") approved by the Parties in writing which references this Section 18.14. Such Operating Memorandum shall not require public notices and hearings or an amendment to this Agreement unless it is required by Article 9 above. The Director shall be authorized, after consultation with and approval of Developer, to determine whether a requested

adjustment, clarification or implementing action (i) may be effectuated pursuant to this Section 18.14 and is consistent with the intent and purpose of this Agreement and the Development Approvals or (ii) is of the type that would constitute an amendment to this Agreement and thus would require compliance with the provisions of Article 9 above. Any such Operating Memorandum is hereby delegated to the Director and the Director must be approved by the City Council before becoming effective.

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

**CITY OF WILDOMAR**

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

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

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

**ATTEST**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM**

\_\_\_\_\_  
City Attorney

**“DEVELOPER”**

CV INLAND INVESTMENTS 1, LP, a  
Delaware limited partnership

By: CV Inland Investments 1, Inc.,  
a Delaware corporation,  
its General Partner

By: \_\_\_\_\_  
**[NAME AND TITLE]**

STATE OF CALIFORNIA )  
 ) Ss  
COUNTY OF )

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

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

WITNESS my hand and official seal.

Notary Public

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Notary Public

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

**TRACT 32535 PROPERTY**

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

**PARCEL A:**

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 6430, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18 PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS, BEING A PORTION OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN LYING SOUTH AND EAST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 1, 1982.35 FEET; THENCE SOUTH 18° 02' WEST 632.8 FEET THE POINT OF BEGINNING; THENCE NORTH 87° 03' WEST 680 FEET; THENCE SOUTH 57° 01' WEST 229.1 FEET; THENCE SOUTH 04° 38' WEST 212 FEET; THENCE SOUTH 70° 10' WEST 296.8 FEET; THENCE SOUTH 31° 31' WEST 371.9 FEET TO THE NORTHEASTERLY BOUNDARY LINE OF RANCHO LA LAGUNA.

**PARCEL B:**

PARCEL 3 OF PARCEL MAP 6430, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18 PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

**PARCEL C:**

THAT PORTION OF PARCEL 4 OF PARCEL MAP 6430, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18 PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS, BEING A PORTION OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL 4; THENCE NORTH 43° 33' 40" EAST, A DISTANCE OF 531.26 FEET; THENCE SOUTH 33° 55' 53" EAST, A DISTANCE OF 164.78 FEET; THENCE SOUTH 46° 43' 46" WEST, A DISTANCE OF 496.33 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 4; THENCE NORTH 46° 26' 20" WEST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 133.44 FEET TO THE POINT OF BEGINNING.

**PARCEL D:**

THAT PORTION OF PARCEL 4 OF PARCEL MAP NO. 6430, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18, PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS, BEING A PORTION OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 4; THENCE SOUTH 33° 55' 53" EAST ALONG THE SOUTHERLY LINE OF STABLE LANES WAY 164.78 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 33° 55' 53" EAST, 173.25 FEET; THENCE SOUTH 49° 53' WEST 460.87 FEET; THENCE NORTH 46° 26' 20" WEST 145.70 FEET; THENCE NORTH 46° 43' 46" EAST 496.33 FEET TO THE TRUE POINT OF BEGINNING; SAID LAST GEARING BEING THE EASTERLY BOUNDARY LINE OF THAT CERTAIN PARCEL CONVEYED TO JAMES R. PETERS AND DAWN J. PETERS BY DEED RECORDED JUNE 1, 1976 AS INSTRUMENT NO. 76869 OFFICIAL RECORDS.

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION ONLY, THE MOST NORTHERLY CORNER OF SAID PARCEL 4 IS CONSIDERED TO BE THE INTERSECTION OF THE SOUTHWESTERLY LINE OF STABLE LANES WAY AND THE NORTHWESTERLY LINE OF SAID PARCEL 4.

**PARCEL E:**

PARCEL 3 AND LETTERED LOT D OF PARCEL MAP NO. 9084, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON FILE IN BOOK 40 PAGE 25 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**PARCEL F:**

PARCEL 4 AND LETTERED LOT E OF PARCEL MAP NO. 9084, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 40 PAGE 25 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**PARCEL G:**

PARCEL 1 OF PARCEL MAP 6387, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 18 PAGE 68 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 1, SOUTH 46° 26' 20"

EAST 440.00 FEET; THENCE SOUTH 43° 33' 40" WEST, 250.00 FEET; THENCE NORTH 76° 12' 02" WEST 316.59 FEET; THENCE SOUTH 40° 28' 59" WEST 50.00 FEET TO THE CENTER POINT OF THE CUL-DE-SAC BEING THE COMMON CORNER OF PARCELS 1, 2, 3 AND 4, AS SHOWN ON SAID PARCEL MAP; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 12° 39' 19" WEST 151.92 FEET TO THE MOST WESTERLY CORNER THEREOF; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1, NORTH 43° 33' 16" EAST, 344.80 FEET TO THE POINT OF BEGINNING.

**PARCEL H:**

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 6387, AS SHOWN BY MAP ON FILE IN BOOK 18, PAGE 68 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF PARCEL 3 OF PARCEL MAP NO. 10259, AS SHOWN BY MAP ON FILE IN BOOK 47, PAGE 60 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 1, SOUTH 46° 26' 20" EAST, 440.00 FEET; THENCE SOUTH 43° 33' 40" WEST, 250.00 FEET; THENCE NORTH 76° 12' 02" WEST, 316.59 FEET; THENCE SOUTH 40° 28' 59" WEST, 50.00 FEET TO THE CENTERLINE OF WINDSONG ROAD; THENCE NORTH 12° 39' 19" WEST, 201.91 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1, NORTH 43° 33' 16" EAST, 244.80 FEET TO THE MOST SOUTHERLY CORNER OF PARCEL 3 OF PARCEL MAP NO. 10259 RECORDED IN BOOK 47 PAGE 60 OF PARCEL MAPS; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 3, NORTH 57° 30' 35" WEST, 250.00 FEET; THENCE NORTH 45° 37' 33" EAST, 148.10 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL 3; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 3, SOUTH 46° 26' 20" EAST, 240.00 FEET TO THE POINT OF BEGINNING.

**PARCEL I:**

PARCEL 3 AND LOT "C" OF PARCEL MAP 9253, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 48, PAGE 41, OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

APN: 380-110-005-2, 380-110-006-3, 380-120-001-9, 380-120-002-0, 380-100-006-2, 380-100-005-1, 380-130-002-1, 380-130-018-6 and 380-100-004-0

**EXHIBIT "B"**

**EXISTING DEVELOPMENT APPROVALS**

- (1) Tentative Tract Map No. 32535 and County EA No. 40124

**EXHIBIT "C"**

**ESTOPPEL CERTIFICATE**

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

Date of Certificate: \_\_\_\_\_

On \_\_\_\_\_, 2013, the City of Wildomar approved the Development Agreement between, CV Communities, LLC, a Delaware limited liability company and the City of Wildomar (the "Development Agreement").

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

**[CHECK WHERE APPLICABLE]**

- \_\_\_\_\_ 1. The Development Agreement remains binding and effective.
- \_\_\_\_\_ 2. The Development has not been amended.
- \_\_\_\_\_ 3. The Development Agreement has been amended in the following aspects:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
- \_\_\_\_\_ 4. To the best of our knowledge, neither Developer nor any of its successors  
is in default under the Development Agreement.
- \_\_\_\_\_ 5. The following defaults exist under the Development Agreement:  
\_\_\_\_\_  
\_\_\_\_\_

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

**CITY OF WILDOMAR**

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

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

City Manager

**EXHIBIT “D”**

**PROPOSED PROJECT FACILITIES**

The public infrastructure improvements required by the conditions of approval of Tentative Tract 32535 and County EA No. 40124.

**EXHIBIT “E”**

**FORM OF JOINT COMMUNITY FACILITIES AGREEMENT**

**[JCFA on following page]**

---

**JOINT COMMUNITY FACILITIES AGREEMENT**

**by and between**

**LAKE ELSINORE UNIFIED SCHOOL DISTRICT,**

**CITY OF WILDOMAR,**

**and**

**CV COMMUNITIES, LLC**

**(COMMUNITY FACILITIES DISTRICT NO. 2013-2**

**OF THE LAKE ELSINORE UNIFIED SCHOOL DISTRICT)**

**Dated \_\_\_\_\_, 2013**

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

**(Community Facilities District No. 2013-2  
of the Lake Elsinore Unified School District)**

This **JOINT COMMUNITY FACILITIES AGREEMENT** ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the **CITY OF WILDOMAR**, a municipal corporation ("City"), the **LAKE ELSINORE UNIFIED SCHOOL DISTRICT**, a California public school district organized and operating pursuant to the applicable provisions of the California Education Code ("School District") and **CV INLAND INVESTMENTS 1, LP**, a Delaware limited partnership ("CV Inland"), the owner of certain real property planned for residential development and referred to herein as "Property Owner." The parties hereto may be referred to in some instances as a party ("Party") or parties ("Parties").

**RECITALS**

A. CV Inland owns the property described in Exhibit "A" as Tract 32535(the "Property"). References in this Agreement to a Property Owner shall mean CV Inland with respect to the Property, and its successors and assigns.

B. The Property is currently included in Community Facilities District No. 2006-5 of the Lake Elsinore Unified School District. The Property shall now be included in Community Facilities District No. 2013-2 of the Lake Elsinore Unified School District ("CFD No. 2013-2"), which shall replace and supersede the prior community facilities district with respect to the Property.

C. The Property is included within the boundaries of the School District and City. The Property Owner desires to develop the Property for residential purposes and have obtained the necessary development approvals to construct approximately 84 single family detached residential units ("SF/DU") on the Property ("Project").

D. Development of the Project will require the payment, pursuant to the rules and regulations of the City, as amended from time to time ("City Rules and Regulations"), of the "DIF In-Lieu Fees" and "Drainage Fees" (as these terms are defined in the Development Agreement between the Property Owner and City with respect to the Project) ("City Costs"), proceeds of which will be used by the City to construct public facilities to be owned or operated by the City as further described herein ("City Facilities"), to be paid from funds of CFD No. 2013-2 to the extent such funds are available pursuant to the "School Facilities Mitigation Agreement" by and among the School District and the Property Owners ("School Facilities Mitigation

Agreement"). Also, development of the Property will require mitigation payments to be paid to the School District which may be reimbursed or satisfied by funds of CFD No. 2013-2 as provided for by the School Facilities Mitigation Agreement.

E. Pursuant to the request of the Property Owner, the Governing Board of the School District, intends to form CFD No. 2013-2, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California ("Act"), and the terms and conditions of the School Facilities Mitigation Agreement.

F. CFD No. 2013-2, is being established to provide financing, in part, and subject to available funds of CFD No. 2013-2 of (i) amounts payable to School District as school facilities mitigation payments under the terms of the School Facilities Mitigation Agreement to fund Grade K-12 school facilities for CFD No. 2013-2 (collectively, "School Facilities") to accommodate students resulting from development of the Property, (ii) City Costs to be used for the acquisition or construction of City Facilities, and (iii) Elsinore Valley Municipal Water District water and sewer capacity and connection charges and facilities costs to be used for the acquisition or construction of water and sewer facilities.

G. School District and the City are authorized by Section 53313.5 of the Act to finance, by means of CFD No. 2013-2, the City Costs for the acquisition and/or construction of the City Facilities and the costs of the School Facilities of CFD No. 2013-2. This Agreement constitutes a "joint community facilities agreement" ("JCFA") within the meaning of Section 53316.2 of the Act by and between the City, the School District and the Property Owner, pursuant to which CFD No. 2013-2, when formed, will be authorized to finance the City Facilities to be funded by the City Costs. The Parties hereto understand that the requirements of Government Code Section 53316.2(e) will be satisfied inasmuch as the amount paid by CFD No. 2013-2 to the School District for School Facilities from the proceeds of both Special Taxes (defined herein) and Bond Proceeds (defined herein) will exceed the amount paid by CFD No. 2013-2 from the combination of such sources for City Costs and City Facilities as shown in the CFD No. 2013-2 CFD Report submitted to the Governing Board of the School District. As provided by Section 53316.6 of the Act, City shall be responsible for operating or maintaining the City Facilities and for the design and construction of the City Facilities.

H. The Parties hereto find and determine that the residents of City, the School District and CFD No. 2013-2 will be benefitted by the construction and/or acquisition of the City Facilities and the School Facilities and that this Agreement is beneficial to the interests of such entities and residents.

## ARTICLE I

### **GENERAL PROVISIONS**

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

**Section 1.2. Definitions.**

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

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

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

(c) “Agreement” means this Joint Communities Facilities Agreement.

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

(e) “Bond Proceeds” or “Proceeds of the Bonds” shall mean those net funds generated by the sale of the Bonds, or other securities issued on behalf of or for the benefit of CFD No. 2013-2.

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

(g) “Bonds” shall mean those bonds, or other securities, issued by, or on behalf of, as authorized by the qualified electors within CFD No. 2013-2.

(h) “CFD No. 2013-2” means Community Facilities District No. 2013-2 of the Lake Elsinore Unified School District.

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

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

(k) "Rate and Method" means the Rate and Method of Apportionment of the Special Tax expected to be authorized for levy and collection pursuant to proceedings undertaken for the formation of CFD No. 2013-2 pursuant to the Act.

(l) "Special Taxes" means the special taxes expected to be authorized to be levied and collected pursuant to the final Rate and Method as approved by CFD No. 2013-2.

(m) "State" means the State of California.

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

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

## ARTICLE II

### **FORMATION OF CFD AND ISSUANCE OF BONDS**

**Section 2.1. Formation of CFD No. 2013-2.** The School District, pursuant to the School Facilities Mitigation Agreement, has initiated proceedings pursuant to the Act for the formation of CFD No. 2013-2, the authorization of the Special Taxes within CFD No. 2013-2 thereof, and the authorization of Bonds on behalf of CFD No. 2013-2. Nothing contained herein shall be deemed to limit the discretion of the School District in that regard and the School District shall have no liability to City if CFD No. 2013-2 is not formed or if the Special Taxes and Bonds are not authorized by the qualified electors within CFD No. 2013-2.

**Section 2.2. Issuance and Sale of Bonds.** In the event that CFD No. 2013-2 is formed and the Special Taxes and Bonds are authorized, the Board, acting as the Legislative Body of CFD No. 2013-2 and may, in its sole discretion, in accordance with its adopted policies ("CFD Policies") and the School Facilities Mitigation Agreement, adopt the Bond Resolution and issue the Bonds.

**Section 2.3. Bond Proceeds.** Upon completion of the issuance of the Bonds, and receipt of the Bond Proceeds, the School District shall determine the amount of the Bond Proceeds allocable to finance the City Costs to be used by City to construct the City Facilities to accommodate development of the Property in accordance with the CFD Policies and the School Facilities Mitigation Agreement. CFD No. 2013-2 may (i) pay directly to the City the City Costs applicable to SF/DUs within the Property for which Advances have been made (at which time, City will return to the Property Owner all of the corresponding prior Advances) and (ii) pay City for the City Costs for SF/DUs within the Property for which prior Advances have not been made (in which case Property

Owners shall receive credit for the City Costs for such SF/DUs), all as shall be coordinated with City and the Property Owner from time to time and as described in Section 2.4.

#### **Section 2.4. Disbursements.**

Upon and following the funding of the City Facilities Fund, Property Owner may execute and submit a payment request to the District or CFD No. 2013-2 requesting disbursement from the City Facilities Fund to the City of an amount equal to (but not greater than) Property Owners prior Advances. Upon City's receipt of such payment the Property Owner's prior Advances shall be returned to it. The form of payment request shall be substantially in the form set forth in Exhibit "C" of this Agreement ("Payment Request").

In addition, following the funding of the City Facilities Fund, Property Owner may notify City in writing requesting that the City execute and submit a Payment Request to the School District requesting a disbursement from the City Facilities Fund to the City to fund City Costs for all or a portion of the remaining SF/DUs within the Project for which Advances have not been made previously. Upon receipt of such Payment Request completed in accordance with the terms of this Agreement, CFD No. 2013-2 shall wire transfer, or otherwise pay, to City such requested funds to the extent that Bond Proceeds are available in the City Facilities Fund. Upon City's acknowledgment/approval of such Payment Request relating to City Costs, and City's receipt of such Bond Proceeds from CFD No. 2013-2, the Property Owner shall be deemed to have satisfied the portion of the applicable City Costs paid therefrom to City with respect to the number of SF/DUs for which the City Costs would otherwise have been required in an amount equal to such disbursement.

City agrees that prior to submitting a Payment Request for City Facilities requesting payment from CFD No. 2013-2, a City representative shall review and approve all disbursements included in such request.

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

#### **Section 2.5. Responsibility for City Costs and Facilities.**

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

(b) Prior to the issuance of Bonds, any payments of City Costs that have been made, or will be made, by Property Owner shall be Advances to be held by the City. When City receives disbursement of funds pursuant to a Payment Request for City Costs for SF/DUs for which such payments were made, the Advances shall be returned to the Property Owner. If the amount allocated to pay City Costs derived from Bond Proceeds, including investment earnings thereon, if any, are not sufficient to fund

the total cost of the City Costs for the Project of the Property Owner, the Parties hereto agree that all responsibility and liability for the amount of such shortfall(s) shall be and remain with the Property Owner and shall not lie with the School District, CFD No. 2013-2 or City. City and the Property Owner may enter into a separate agreement(s) which may address such situation. Property Owner and City agree that Property Owner will pay to City the amount of any such shortfall: (i) for units/development for which such payment(s) to City were due prior to the time the corresponding series of Bonds are sold and for which a shortfall remains, Property Owner shall satisfy such shortfall within fifteen (15) days after the date such Bonds are delivered, and/or (ii) for units/development occurring after the date such Bonds are delivered, at the time such payment(s) to City would otherwise be due.

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

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

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

**Section 2.6. Responsibility for Debt Service or Special Taxes.** City's obligations under this Agreement shall be limited to its obligations with respect to the design, construction, ownership, operation and maintenance of the City Facilities to be funded by the City Costs and the express terms hereof, and City shall have no obligation, responsibility, or authority with respect to the issuance and sale of the Bonds, or the payment of the principal and interest thereon, or for the levy and collection of the Special Taxes to provide for the payment of principal and interest thereon, and CFD No. 2013-2 shall have the sole authority and responsibility for all such matters.

The Parties hereto specifically agree that the liabilities of CFD No. 2013-2 and Property Owners pursuant to the documents providing for the issuance of Bonds, including the Bond Resolution, shall not be or become liabilities of City.

**Section 2.7. Administration of CFD No. 2013-2.** The School District shall have the power and duty to provide for the administration of CFD No. 2013-2 and once it is formed, subject to the terms hereof and the School Facilities Mitigation Agreement, including employing and compensating all consultants and providing for the various other administration duties set forth in this Agreement. It is understood and agreed by Parties hereto that City will not be considered a participant in the proceedings relative to formation of CFD No. 2013-2 or the issuance of the Bonds, other than as a Party to this Agreement.

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

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

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

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

Property Owner expects that Bonds will not be issued prior to July 1, 2014. City reasonably expects to expend the Bond Proceeds on all or any portion of the costs of the City Facilities as identified in Exhibit "B," attached hereto, which list may be amended by City from time to time without approval of the Parties hereto, and by this

reference herein incorporated, within three (3) years from the date of issuance of the Bonds. City further agrees to maintain Bond Proceeds provided to pay City Costs in a separate account, apart from all other accounts of City, from which disbursements may be made by the City, in its sole discretion, for any costs relating to any City Facilities. City shall maintain City Costs accounting records, in accordance with generally accepted accounting principles, as to its receipt and expenditure of Bond Proceeds provided to pay City Costs for the City Facilities. City will, upon request, provide School District and/or Property Owner with access to City records related to the City Facilities and will provide to the School District and/or Property Owner, its annual financial report certified by an independent certified public accountant upon either Party's request and payment of applicable copying charges, if any, in accordance with the City Public Record Act guidelines.

The School District and CFD No. 2013-2 agree to maintain full and accurate records of all amounts, and investment earnings, if any, expended from the City Facilities Fund for City Facilities. The School District or CFD No. 2013-2 will, upon request, provide City and/or the Property Owner with access to the School District's or CFD No. 2013-2's records relating to the City Facilities Fund.

### **ARTICLE III**

#### **TERM AND TERMINATION**

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

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

### **ARTICLE IV**

#### **ADDITIONAL GENERAL PROVISIONS**

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

notice. All such records shall be kept and maintained by the appropriate Party as provided by applicable law and their respective policies.

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

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

**Section 4.3. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Party hereto. This Agreement may not be assigned without the prior written consent of the other Parties hereto, which consent shall not be unreasonably withheld, and any such non-consented assignment shall be void. This Agreement is for the sole benefit of the School District, City and the Property Owner and their successors and assigns (excluding property owners of residential lots within CFD No. 2013-2 who are end users, who shall not be considered to be the successors or assigns of the Property Owners and shall have no rights hereunder), and no other person or entity shall be deemed to be a beneficiary hereof or have an interest herein.

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

School District:	Lake Elsinore Unified School District 545 Chaney Street Lake Elsinore, CA 92530 Attention: Assistant Superintendent, Fiscal Support Services
City:	City of Wildomar 23873 Clinton Keith Road Wildomar, CA 92595 Attention: City Manager

Property Owner: CV Communities  
1900 Quail Street  
Newport Beach, CA 92660  
Attn: Adam Smith

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

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

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

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

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

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

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

(a) Delivery of Notice. From and after the date of this Agreement, Property Owner and its successors and assigns, shall give a "Notice of Special Tax" (as defined in Section (b) below) to each prospective purchaser of a parcel of real property located within the boundaries of CFD No. 2013-2 and shall deliver a fully executed copy of each such notice to School District, which copies to the School District shall be provided upon request therefore by the School District. Property Owner, and its successors and assigns, shall (i) maintain records of each Notice of Special Tax for a period of five (5) years, and (ii) shall provide copies of each notice to School District, which copies to the School District shall be provided upon request therefore by the School District. Property Owner, and its successors and assigns, shall include the Notice of Special Tax in all Property Owner's and its successors and assigns' applications for Final Subdivision Reports required by the Department of Real Estate ("DRE") which are filed after the effective date of this Agreement.

Property Owner, and its successors and assigns, shall require, as a condition precedent to close an escrow for the sale of real property to a developer acquiring lots (a "Residential Developer") within CFD No. 2013-2, that such Residential Developer shall (i) maintain records of each Notice of Special Tax for a period of five (5) years, (ii) provide copies of each notice to School District which copies to the School District shall be provided upon request therefore by the School District, and (iii) include the Notice of Special Tax in all of such Residential Developer's applications for Final Subdivision Reports required by DRE.

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

(c) Notice to Subsequent Purchasers. Upon formation of CFD No. 2013-2 and authorization of Special Taxes of CFD No. 2013-2, the School District shall file with the Riverside County Recorder a notice of special tax lien that gives notice of the existence of CFD No. 2013-2 and the levy of the Special Tax on Taxable Property (as defined in the Rate and Method) within CFD No. 2013-2 pursuant to requirements of Section 3114.5 of the Streets and Highways Code.

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

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

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

<u>Exhibit</u>	<u>Description</u>
"A"	Property Description
"B"	City Facilities Descriptions
"C"	Payment Request Form - City Facilities

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

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

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

LAKE ELSINORE UNIFIED SCHOOL  
DISTRICT

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

**APPROVED AS TO FORM:**

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

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

**ATTEST:**

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

CITY OF WILDOMAR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Attorneys for City of Wildomar

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

CV INLAND INVESTMENTS 1, LP, a  
Delaware limited partnership

By: CV Inland Investments 1, Inc.,  
a Delaware corporation,  
its General Partner

By: \_\_\_\_\_  
[NAME AND TITLE]

## **EXHIBIT "A" TO JCFA**

### **Tract 32535 Property**

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

#### **PARCEL A:**

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 6430, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18 PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS, BEING A PORTION OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN LYING SOUTH AND EAST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 1, 1982.35 FEET; THENCE SOUTH 18° 02' WEST 632.8 FEET THE POINT OF BEGINNING; THENCE NORTH 87° 03' WEST 680 FEET; THENCE SOUTH 57° 01' WEST 229.1 FEET; THENCE SOUTH 04° 38' WEST 212 FEET; THENCE SOUTH 70° 10' WEST 296.8 FEET; THENCE SOUTH 31° 31' WEST 371.9 FEET TO THE NORTHEASTERLY BOUNDARY LINE OF RANCHO LA LAGUNA.

#### **PARCEL B:**

PARCEL 3 OF PARCEL MAP 6430, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18 PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

#### **PARCEL C:**

THAT PORTION OF PARCEL 4 OF PARCEL MAP 6430, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18 PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS, BEING A PORTION OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL 4; THENCE NORTH 43° 33' 40" EAST, A DISTANCE OF 531.26 FEET; THENCE SOUTH 33° 55' 53" EAST, A DISTANCE OF 164.78 FEET; THENCE SOUTH 46° 43' 46" WEST, A DISTANCE OF 496.33 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 4; THENCE NORTH 46° 26' 20" WEST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 133.44 FEET TO THE POINT OF BEGINNING.

**PARCEL D:**

THAT PORTION OF PARCEL 4 OF PARCEL MAP NO. 6430, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18, PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS, BEING A PORTION OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 4; THENCE SOUTH 33° 55' 53" EAST ALONG THE SOUTHERLY LINE OF STABLE LANES WAY 164.78 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 33° 55' 53" EAST, 173.25 FEET; THENCE SOUTH 49° 53' WEST 460.87 FEET; THENCE NORTH 46° 26' 20" WEST 145.70 FEET; THENCE NORTH 46° 43' 46" EAST 496.33 FEET TO THE TRUE POINT OF BEGINNING; SAID LAST GEARING BEING THE EASTERLY BOUNDARY LINE OF THAT CERTAIN PARCEL CONVEYED TO JAMES R. PETERS AND DAWN J. PETERS BY DEED RECORDED JUNE 1, 1976 AS INSTRUMENT NO. 76869 OFFICIAL RECORDS.

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION ONLY, THE MOST NORTHERLY CORNER OF SAID PARCEL 4 IS CONSIDERED TO BE THE INTERSECTION OF THE SOUTHWESTERLY LINE OF STABLE LANES WAY AND THE NORTHWESTERLY LINE OF SAID PARCEL 4.

**PARCEL E:**

PARCEL 3 AND LETTERED LOT D OF PARCEL MAP NO. 9084, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON FILE IN BOOK 40 PAGE 25 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**PARCEL F:**

PARCEL 4 AND LETTERED LOT E OF PARCEL MAP NO. 9084, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 40 PAGE 25 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**PARCEL G:**

PARCEL 1 OF PARCEL MAP 6387, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 18 PAGE 68 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 1, SOUTH 46° 26' 20" EAST 440.00 FEET; THENCE SOUTH 43° 33' 40" WEST, 250.00 FEET; THENCE

NORTH 76° 12' 02" WEST 316.59 FEET; THENCE SOUTH 40° 28' 59" WEST 50.00 FEET TO THE CENTER POINT OF THE CUL-DE-SAC BEING THE COMMON CORNER OF PARCELS 1, 2, 3 AND 4, AS SHOWN ON SAID PARCEL MAP; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 12° 39' 19" WEST 151.92 FEET TO THE MOST WESTERLY CORNER THEREOF; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1, NORTH 43° 33' 16" EAST, 344.80 FEET TO THE POINT OF BEGINNING.

**PARCEL H:**

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 6387, AS SHOWN BY MAP ON FILE IN BOOK 18, PAGE 68 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF PARCEL 3 OF PARCEL MAP NO. 10259, AS SHOWN BY MAP ON FILE IN BOOK 47, PAGE 60 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 1, SOUTH 46° 26' 20" EAST, 440.00 FEET; THENCE SOUTH 43° 33' 40" WEST, 250.00 FEET; THENCE NORTH 76° 12' 02" WEST, 316.59 FEET; THENCE SOUTH 40° 28' 59" WEST, 50.00 FEET TO THE CENTERLINE OF WINDSONG ROAD; THENCE NORTH 12° 39' 19" WEST, 201.91 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1, NORTH 43° 33' 16" EAST, 244.80 FEET TO THE MOST SOUTHERLY CORNER OF PARCEL 3 OF PARCEL MAP NO. 10259 RECORDED IN BOOK 47 PAGE 60 OF PARCEL MAPS; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 3, NORTH 57° 30' 35" WEST, 250.00 FEET; THENCE NORTH 45° 37' 33" EAST, 148.10 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL 3; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 3, SOUTH 46° 26' 20" EAST, 240.00 FEET TO THE POINT OF BEGINNING.

**PARCEL I:**

PARCEL 3 AND LOT "C" OF PARCEL MAP 9253, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 48, PAGE 41, OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

APN: 380-110-005-2, 380-110-006-3, 380-120-001-9, 380-120-002-0, 380-100-006-2, 380-100-005-1, 380-130-002-1, 380-130-018-6 and 380-100-004-0

## **EXHIBIT “B” TO JCFA**

### **CITY FACILITIES DESCRIPTION**

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

**EXHIBIT "C" TO JCFA**

**PAYMENT REQUEST FORM  
COMMUNITY FACILITIES DISTRICT NO. 2013-2**

**PAYMENT REQUEST FORM – CITY FACILITIES FUND**

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

(                      )  
(                      )

PROGRESS PAYMENT  
FULL/FINAL PAYMENT

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

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

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Amount:

\$ \_\_\_\_\_

Description of Project Costs or portion thereof accepted by Community Facilities District No. 2013-2 and authorized to be paid to the Payee: City Facilities computed as follows:

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

Total City Costs Paid: \$ \_\_\_\_\_

Executed by Authorized Representative for  
Community Facilities District No. 2013-2

***-EXHIBIT-***

Signature:

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

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

Dated: \_\_\_\_\_

Payment Request No. \_\_\_\_\_

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

[Exhibit C (Continued)]

*[ON CITY LETTERHEAD]*

**VERIFICATION BY CITY OF WILDOMAR**

**CHECK ONE:**

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

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

Dated: \_\_\_\_\_, 200\_\_\_\_

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

\_\_\_\_\_  
Authorized Representative of City

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

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

[Exhibit C (Continued)]

*[ON PROPERTY OWNER LETTERHEAD]*

**CERTIFICATION AND REPRESENTATION OF [PROPERTY OWNER]**

**CHECK ONE:**

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

Dated: \_\_\_\_\_, 200\_\_\_\_

By:

\_\_\_\_\_

\_\_\_\_\_  
Authorized Representative of  
[Property Owner name]

Name:

\_\_\_\_\_

\_\_\_\_\_

Title:

\_\_\_\_\_

\_\_\_\_\_

## **EXHIBIT "F"**

### **FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT**

Pursuant to the Development Agreement between the CITY OF WILDOMAR ("City") and CV Inland Investments 1, LP, a Delaware limited partnership ("Assignor"), dated \_\_\_\_\_, 2013 (the "Agreement"), which Agreement is hereby incorporated herein by this reference, and for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

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

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

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

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

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

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

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

***[Signature page follows]***

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

Dated: \_\_\_\_\_

**ASSIGNOR:**

[\_\_\_\_\_]

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

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

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

Dated: \_\_\_\_\_

**ASSIGNEE:**

[\_\_\_\_\_]

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

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

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

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

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

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

**EXHIBIT "1" TO EXHIBIT "F"**  
**DESCRIPTION OF SUBJECT PROPERTY**

**Tract 32535 Property**

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

**PARCEL A:**

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 6430, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18 PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS, BEING A PORTION OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN LYING SOUTH AND EAST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 1, 1982.35 FEET; THENCE SOUTH 18° 02' WEST 632.8 FEET THE POINT OF BEGINNING; THENCE NORTH 87° 03' WEST 680 FEET; THENCE SOUTH 57° 01' WEST 229.1 FEET; THENCE SOUTH 04° 38' WEST 212 FEET; THENCE SOUTH 70° 10' WEST 296.8 FEET; THENCE SOUTH 31° 31' WEST 371.9 FEET TO THE NORTHEASTERLY BOUNDARY LINE OF RANCHO LA LAGUNA.

**PARCEL B:**

PARCEL 3 OF PARCEL MAP 6430, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18 PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

**PARCEL C:**

THAT PORTION OF PARCEL 4 OF PARCEL MAP 6430, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18 PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS, BEING A PORTION OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL 4; THENCE NORTH 43° 33' 40" EAST, A DISTANCE OF 531.26 FEET; THENCE SOUTH 33° 55' 53" EAST, A DISTANCE OF 164.78 FEET; THENCE SOUTH 46° 43' 46" WEST, A DISTANCE OF 496.33 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 4; THENCE NORTH 46° 26' 20" WEST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 133.44 FEET TO THE POINT OF BEGINNING.

**PARCEL D:**

THAT PORTION OF PARCEL 4 OF PARCEL MAP NO. 6430, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18, PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS, BEING A PORTION OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 4; THENCE SOUTH 33° 55' 53" EAST ALONG THE SOUTHERLY LINE OF STABLE LANES WAY 164.78 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 33° 55' 53" EAST, 173.25 FEET; THENCE SOUTH 49° 53' WEST 460.87 FEET; THENCE NORTH 46° 26' 20" WEST 145.70 FEET; THENCE NORTH 46° 43' 46" EAST 496.33 FEET TO THE TRUE POINT OF BEGINNING; SAID LAST GEARING BEING THE EASTERLY BOUNDARY LINE OF THAT CERTAIN PARCEL CONVEYED TO JAMES R. PETERS AND DAWN J. PETERS BY DEED RECORDED JUNE 1, 1976 AS INSTRUMENT NO. 76869 OFFICIAL RECORDS.

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION ONLY, THE MOST NORTHERLY CORNER OF SAID PARCEL 4 IS CONSIDERED TO BE THE INTERSECTION OF THE SOUTHWESTERLY LINE OF STABLE LANES WAY AND THE NORTHWESTERLY LINE OF SAID PARCEL 4.

**PARCEL E:**

PARCEL 3 AND LETTERED LOT D OF PARCEL MAP NO. 9084, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON FILE IN BOOK 40 PAGE 25 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**PARCEL F:**

PARCEL 4 AND LETTERED LOT E OF PARCEL MAP NO. 9084, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 40 PAGE 25 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**PARCEL G:**

PARCEL 1 OF PARCEL MAP 6387, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 18 PAGE 68 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 1, SOUTH 46° 26' 20" EAST 440.00 FEET; THENCE SOUTH 43° 33' 40" WEST, 250.00 FEET; THENCE

NORTH 76° 12' 02" WEST 316.59 FEET; THENCE SOUTH 40° 28' 59" WEST 50.00 FEET TO THE CENTER POINT OF THE CUL-DE-SAC BEING THE COMMON CORNER OF PARCELS 1, 2, 3 AND 4, AS SHOWN ON SAID PARCEL MAP; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 12° 39' 19" WEST 151.92 FEET TO THE MOST WESTERLY CORNER THEREOF; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1, NORTH 43° 33' 16" EAST, 344.80 FEET TO THE POINT OF BEGINNING.

**PARCEL H:**

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 6387, AS SHOWN BY MAP ON FILE IN BOOK 18, PAGE 68 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF PARCEL 3 OF PARCEL MAP NO. 10259, AS SHOWN BY MAP ON FILE IN BOOK 47, PAGE 60 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 1, SOUTH 46° 26' 20" EAST, 440.00 FEET; THENCE SOUTH 43° 33' 40" WEST, 250.00 FEET; THENCE NORTH 76° 12' 02" WEST, 316.59 FEET; THENCE SOUTH 40° 28' 59" WEST, 50.00 FEET TO THE CENTERLINE OF WINDSONG ROAD; THENCE NORTH 12° 39' 19" WEST, 201.91 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1, NORTH 43° 33' 16" EAST, 244.80 FEET TO THE MOST SOUTHERLY CORNER OF PARCEL 3 OF PARCEL MAP NO. 10259 RECORDED IN BOOK 47 PAGE 60 OF PARCEL MAPS; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 3, NORTH 57° 30' 35" WEST, 250.00 FEET; THENCE NORTH 45° 37' 33" EAST, 148.10 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL 3; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 3, SOUTH 46° 26' 20" EAST, 240.00 FEET TO THE POINT OF BEGINNING.

**PARCEL I:**

PARCEL 3 AND LOT "C" OF PARCEL MAP 9253, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 48, PAGE 41, OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

APN: 380-110-005-2, 380-110-006-3, 380-120-001-9, 380-120-002-0, 380-100-006-2, 380-100-005-1, 380-130-002-1, 380-130-018-6 and 380-100-004-0

## **ATTACHMENT B**

**Reduced Version of County Approved TTM 32535**

## **ATTACHMENT C**

**County Approved Conditions of Approval for TTM 32535**

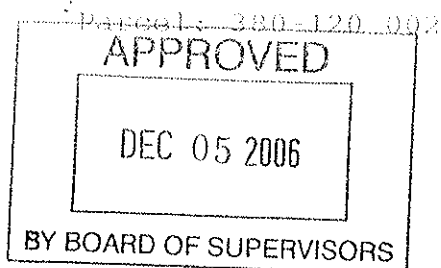
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Page: 1

TRACT MAP TRACT #: TR2535



# 10. GENERAL CONDITIONS

EVERY DEPARTMENT

## 10. EVERY. 1 MAP - DEFINITIONS

INEFFECT

The words identified in the following list that appear in all capitals in the attached conditions of Tentative Tract Map No. 32535 shall be henceforth defined as follows:

TENTATIVE MAP = Tentative Tract Map No. 32535, Amended No. 3, dated 8/24/06.

APPROVED EXHIBIT F = EXHIBIT F = Wall and Fence Plan for Tentative Tract Map No. 32535, Amended No. 1, dated 11/09/06.

APPROVED EXHIBIT L = EXHIBIT L = Comprehensive Landscape Plan for Tentative Tract Map No. 32535, Amended No. 1, dated 11/09/06.

APPROVED EXHIBIT M = EXHIBIT M = Maintenance Plan for Tentative Tract Map No. 32535, dated 11/09/06.

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

## 10. EVERY. 2 MAP - PROJECT DESCRIPTION

INEFFECT

The land division hereby permitted is for a Schedule "A" subdivision of 31.40 gross acres into 84 single-family residential lots with a minimum lot size of 7,200 sq. ft., three (3) Water Quality Basin Lots totaling 1.04 acres, and three (3) Open Space Lots totaling 4.79 acres.

## 10. EVERY. 3 MAP - HOLD HARMLESS

INEFFECT

The land divider or any successor-in-interest shall defend, indemnify, and hold harmless the County of Riverside (COUNTY), its agents, officers, or employees from any claim, action, or proceeding against the COUNTY, its agents, officers, or employees to attack, set aside, void, or annul an approval of the COUNTY, its advisory agencies, appeal boards, or legislative body concerning the TENTATIVE MAP, which action is brought within the time period provided for in California Government Code, Section 66499.37. The COUNTY will promptly notify the land divider of any such claim, action, or proceeding against the COUNTY and will cooperate fully in the defense. If the COUNTY fails to promptly notify the land divider of any such claim, action,

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7:41

Riverside County LMB  
CONDITIONS OF APPROVAL

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TRACT MAP Tract #: TR32535

Parcel: 380-120 002

10. GENERAL CONDITIONS

10. EVERY. 3                      MAP - HOLD HARMLESS (cont.)                      INEFFECT

or proceeding or fails to cooperate fully in the defense, the land divider shall not, thereafter, be responsible to defend, indemnify, or hold harmless the COUNTY.

10. EVERY. 4                      MAP - 90 DAYS TO PROTEST                      INEFFECT

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

BS GRADE DEPARTMENT

10.BS GRADE. 1                      MAP-GIN INTRODUCTION                      INEFFECT

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

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

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

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

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

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

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

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REVISOR: 11/29/2013  
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Page 1

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10. GENERAL CONDITIONS

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

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

10.BS GRADE. 6                      MAP-G2.8 MINIMUM DRAINAGE GRAD                      INEFFECT

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

10.BS GRADE. 8                      MAP-G2.10 SLOPE SETBACKS                      INEFFECT

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

E HEALTH DEPARTMENT

10.E HEALTH. 1                      MAP - WELL DESTRUCTION                      INEFFECT

Any existing water wells are to be destroyed under permit as per Riverside County Ordinance 682.3.

FIRE DEPARTMENT

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

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

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

Schedule A fire protection approved standard fire hydrants, (6"x4"x2 1/2") located one at each street intersection and spaced no more than 330 feet apart in any direction, with no portion of any lot frontage more than 165 feet from a hydrant. Minimum fire flow shall be 1000 GPM for 2 hour duration at 20 PSI. Shall include perimeter streets at each intersection and spaced 660 feet apart.

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SEVERAL CONDITIONS OF APPROVAL

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TRACT MAP Tract #: TR32535

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10. GENERAL CONDITIONS

FLOOD RI DEPARTMENT

10.FLOOD RI. 1

MAP FLOOD HAZARD REPORT

INEFFECT

Tract 32535 is a proposal to subdivide an approximately 31-acre site into single family residential lots along with several water quality basins and open space lots. The site is located in the Wildomar area between Catt Road and Palomar Road, west of Hidden Springs Road.

A large watercourse well defined watercourse with a tributary area of approximately 190-acres traverses through the central portion of the site. Tract 31353 is located along the southwest boundary of this development and proposes to collect and convey these flows through its' development in a large underground storm drain. Since this development is dependant on the downstream storm drain as an outlet if Tract 31353 has not constructed their storm drain then this tract shall. This applies to the storm drain proposed by Tract 31837 mentioned below. Tract 32535 proposes to extend this storm drain through its' development and collect the flows upstream of Arnett Road. Vehicular access to the flowline at the inlet shall be provided. A turnaround shall be provided outside of the nuisance flow area.

Another smaller watercourse is tributary to Arnett Road at the northern portion of the site. Tract 32535 proposes collecting these flows on the east side of Arnett Road and conveying these flows in an underground storm drain which will connect to a storm drain proposed with Tract 31837. Tract 31837 is also currently in plan check.

Another large watercourse traverses near the southerly property line. A culvert in Stable Lane Way is proposed to convey these flows. These flows would affect the open space lot at the end of Street "E".

Onsite flows are collected and conveyed into several smaller storm drains which discharges flows into water quality basins.

The site is located within the Murrieta Valley sub-watershed of the Murrieta Creek Area Drainage Plan (ADP) for which drainage fees have been established by the Board of Supervisors.

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15:41

Riverside County LMC  
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10. GENERAL CONDITIONS

10.FLOOD RI. 4                      MAP 10 YR CURB - 100 YR ROW                      INEFFECT

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

10.FLOOD RI. 5                      MAP 100 YR SUMP OUTLET                      INEFFECT

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

10.FLOOD RI. 6                      MAP PERP DRAINAGE PATTERNS                      INEFFECT

The property's street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage areas, outlet points and outlet conditions. Otherwise a drainage easement shall be obtained from the affected property owners for the release of concentrated or diverted storm flows. A copy of the recorded drainage easement shall be submitted to the District for review.

10.FLOOD RI. 7                      MAP COORDINATE DRAINAGE DESIGN                      INEFFECT

Development of this property shall be coordinated with the development of adjacent properties to ensure that watercourses remain unobstructed and stormwaters are not diverted from one watershed to another. This may require the construction of temporary drainage facilities or offsite construction and grading. A drainage easement shall be obtained from the affected property owners for the release of concentrated or diverted storm flows. A copy of the recorded drainage easement shall be submitted to the District for review.

10.FLOOD RI. 8                      MAP OWNER MAINT NOTICE                      INEFFECT

The subdivider shall record sufficient documentation to advise purchasers of any lot within the subdivision that the owners of individual lots are responsible for the maintenance of the drainage facility within the drainage easements shown on the final map.

12/29/91  
08:41

Final Report Copy LMS  
CONDITIONS OF APPROVAL

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TRACT MAP Tract #: TR32535

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10. GENERAL CONDITIONS

10.FLOOD RI. 10 MAP MAJOR FACILITIES

INEFFECT

Major flood control facilities are being proposed. These shall be designed and constructed to District standards including those related to alignment and access to both inlets and outlets. The applicant shall consult the District early in the design process regarding materials, hydraulic design, and transfer of rights of way.

10.FLOOD RI. 18 MAP SUBMIT FINAL WQMP >PRELIM

INEFFECT

In compliance with Santa Ana Region and San Diego Region Regional Water Quality Control Board Orders, and Beginning January 1, 2005, projects submitted within the western region of the unincorporated area of Riverside County for discretionary approval will be required to comply with the Water Quality Management Plan for Urban Runoff (WQMP). The WQMP addresses post-development water quality impacts from new development and redevelopment projects. The WQMP requirements will vary depending on the project's geographic location (Santa Ana, Santa Margarita or Whitewater River watersheds). The WQMP provides detailed guidelines and templates to assist the developer in completing the necessary studies. These documents are available on-line at:  
[www.floodcontrol.co.riverside.ca.us](http://www.floodcontrol.co.riverside.ca.us) under Programs and Services, Stormwater Quality.

To comply with the WQMP a developer must submit a "Project Specific" WQMP. This report is intended to a) identify potential post-project pollutants and hydrologic impacts associated with the development; b) identify proposed mitigation measures (BMPs) for identified impacts including site design, source control and treatment control post-development BMPs; and c) identify sustainable funding and maintenance mechanisms for the aforementioned BMPs. A template for this report is included as 'exhibit A' in the WQMP. final Project Specific WQMP must be approved by the District prior to issuance of building or grading permits.

Projects requiring Project Specific WQMPs are required to submit a PRELIMINARY Project Specific WQMP along with the land-use application package. The format of the PRELIMINARY report shall mimic the format/template of the final report but can be less detailed. For example, points a, b & c above must be covered, rough calculations supporting sizing must be included, and footprint/locations for the BMPs must be identified on the tentative exhibit.

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08:41

Riverside County DMC  
CONDITIONS OF APPROVAL

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10. GENERAL CONDITIONS

10.FLOOD RI. 18                      MAP SUBMIT FINAL WQMP >PRELIM (cont.)                      INEFFECT

Detailed drawings will not be required. This preliminary project specific WQMP must be approved by the District prior to issuance of recommended conditions of approval.

The developer has submitted a report that minimally meets the criteria for a preliminary project specific WQMP. The report will need significant revisions to meet the requirements of a final project specific WQMP. Also, it should be noted that if 401 certification is necessary for the project, the Water Quality Control Board may require additional water quality measures.

10.FLOOD RI. 19                      MAP WQMP ESTABL MAINT ENTITY                      INEFFECT

This project proposes BMP facilities that will require maintenance by a public agency or homeowner's association. To ensure that the public is not unduly burdened with future costs, prior to final approval or recordation of this case, the District will require an acceptable financial mechanism be implemented to provide for maintenance of treatment control BMPs in perpetuity. This may consist of a mechanism to assess individual benefiting property owners, or other means approved by the District. The site's treatment control BMPs must be shown on the project's improvement plans - either the street plans, grading plans, or landscaping plans. The type of improvement plans that will show the BMPs will depend on the selected maintenance entity.

PLANNING DEPARTMENT

10.PLANNING. 1                      MAP - GEO NO.1497                      INEFFECT

County Geologic Report (GEO) No. 1497, submitted for this project (TR32535), was prepared by Lawson & Associates, Inc and is entitled: "Preliminary Geotechnical Investigation of Proposed 85 Lot Residential Development, (Tentative Tract No. 32535), Riverside County, California", dated June 15, 2005, in addition Lawson & Associates also prepared

1."Geotechnical Response to the County of Riverside Geotechnical Review Comments Regarding the Preliminary Geotechnical Investigation of Proposed 85 Lot Residential Development, (Tentative Tract No. 32535), Riverside County, California", dated August 11, 2005.

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RiverSide County LRP  
CONDITIONS OF APPROVAL

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10. GENERAL CONDITIONS

10.PLANNING. 1 MAP - GEO NO.1497 (cont.)

INEFFECT

GEO No. 1497 concluded:

- 1.Active or potentially active faults were not encountered on the site during the preliminary geotechnical investigation. There is low potential for onsite faulting.
- 2.The active Elsinore-Temecula fault is located about 0.2 km southwest of the site. A potentially active strand of this fault has been mapped approximately 80 feet west of the site.
- 3.The proposed development will likely be subject to strong seismic-induced groundshaking from an earthquake on the nearby Elsinore-Temecula fault. The peak horizontal ground acceleration from an event on this fault is expected to be 0.75g.
- 4.The potential for liquefaction at this site low.
- 5.Proposed cut and fill slopes are considered to be stable as designed, but may be subject to surficial erosion.
- 6.Undocumented artificial fill, and compressible colluvium and alluvium are present on the site.
- 7.The expansion potential of onsite soils ranges from low to high.

GEO No. 1497 recommended:

- 1.The proposed development should be designed in accordance with the seismic parameters presented in the report.
- 2.All alluvium, colluvium, and undocumented fills shall be removed prior to receiving engineered structures or structural fill.
- 3.All cut slopes and excavations shall be geologically mapped during site grading so as to confirm stable slopes conditions, the nonexistence of faulting, and any other unforeseen geotechnical issues.
- 4.Additional testing for soil expansion shall be preformed during and after site grading. Post-tensioned slabs and

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Planning/CEQA LMO  
CONDITIONS OF APPROVAL

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TRACT MAP Tract #: TR32535

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10. GENERAL CONDITIONS

10.PLANNING. 1 MAP - GEO NO.1497 (cont.) (cont.)

INEFFECT

soil improvement as recommended in the above referenced report shall be utilized to mitigate soil expansion.

GEO No. 1497 satisfies the requirement for a Geologic study for Planning/CEQA purposes. GEO No. 1497 is hereby accepted for Planning purposes. Engineering and other Uniform Building Code parameters where not included, as a part of this review or approval and this approval is not intended, and should not be misconstrued as approval for grading permit. Engineering and other building code parameters will be reviewed and additional comments and/or conditions may be imposed by the Building and Safety Department upon application for grading and/or building permits.

10.PLANNING. 2 MAP - MAP ACT COMPLIANCE

INEFFECT

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

10.PLANNING. 3 MAP - FEES FOR REVIEW

INEFFECT

Any subsequent review/approvals required by the conditions of approval, including but not limited to grading or building plan review or review of any mitigation monitoring requirement, shall be reviewed on an hourly basis, or other appropriate fee, as listed in County Ordinance No. 671. Each submittal shall be accompanied with a letter clearly indicating which condition or conditions the submittal is intended to comply with.

10.PLANNING. 5 MAP - LANDSCAPE MAINTENANCE

INEFFECT

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

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Placer County GMD  
CONDITIONS OF APPROVAL

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Parcel: 380-120-002

10. GENERAL CONDITIONS

10.PLANNING. 9 MAP - OFFSITE SIGNS ORD 679.4

INEFFECT

No offsite subdivision signs advertising this land division/development are permitted, other than those allowed under Ordinance No. 679.4. Violation of this condition of approval may result in no further permits of any type being issued for this subdivision until the unpermitted signage is removed.

10.PLANNING. 10 MAP - RES. DESIGN STANDARDS

INEFFECT

The design standards for the subdivision are as follows:

- a. Lots created by this map shall conform to the design standards of the R-1 and R-5 zones.
- b. The front yard setback is 20 feet.
- c. The side yard setback is 5 feet.
- d. The street side yard setback is 10 feet.
- e. The rear yard setback is 10 feet, except where a rear yard abuts a street, then the setback shall be the same as the front yard setback, in accordance with Section 21.77 of Ordinance No. 348.
- f. The minimum average width of each lot is 65 feet.
- g. The maximum height of any building is 40 feet.
- h. The minimum parcel size is 7,200 square feet.
- i. No more than 50% of the usable pad area shall be covered by structure.
- j. Residential driveway approaches shall be a minimum of 12 feet and a maximum of 30 feet in width, and 20 feet of full height curb is required between driveways within any one property frontage, in accordance with Ord. No. 461, Standard No. 207.

EXCEPT AS ALLOWED BY ORDINANCE NO. 348, AND THE COUNTYWIDE DESIGN STANDARDS AND GUIDELINES, THERE SHALL BE NO ENCROACHMENT INTO ANY SETBACK.

10.PLANNING. 11 MAP - NPDES COMPLIANCE (1)

INEFFECT

Since the project will disturb one (1) acre or more, the land divider/permit holder shall comply with all of the applicable requirements of the National Pollution Discharge Elimination System (NPDES) and shall conform to NPDES Best Management Practices for Stormwater Pollution Prevention Plans during the life of this permit.

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10. GENERAL CONDITIONS

10.PLANNING. 12

MAP - ORD NO. 659 (DIF)

INEFFECT

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

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

10.PLANNING. 13

MAP - ORD 810 OPN SPACE FEE

INEFFECT

Prior to the issuance of either a certificate of occupancy or prior to building permit final inspection, the applicant shall comply with the provisions of Riverside County Ordinance No. 810, which requires payment of the appropriate fee set forth in the Ordinance. Riverside County Ordinance No. 810 has been established to set forth policies, regulations and fees related to the funding and acquisition of open space and habitat necessary to address the direct and cumulative environmental effects generated by new development projects described and defined in this Ordinance.

The fee shall be paid for each residential unit to be constructed within this land division.

In the event Riverside County Ordinance No. 810 is rescinded, this condition will no longer be applicable. However, should Riverside County Ordinance No. 810 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that ordinance shall be required.

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10. GENERAL CONDITIONS

10.PLANNING. 14

MAP - REQUIRED MINOR PLANS

INEFFECT

For each of the below listed items, a minor plot plan application shall be submitted and approved by the County Planning Department pursuant to Section 18.30.a. (1) of County Ordinance No. 348 (Plot Plans not subject to the California Environmental Quality Act and not subject to review by any governmental agency other than the Planning Department) along with the current fee.

1. Final Site Development Plan for each phase of development.
2. Model Home Complex Plan shall be filed and approved for each phase if models change between phases. A final site of development plot plan must be approved prior to approval, or concurrent with a Model Home Complex Plan.
3. Landscaping Plan for typical front yard/slopes/open space. These three plans may be applied for separately for the whole tract or for phases.
4. Landscaping plans totally in the road right-of-Way shall be submitted to the Planning and Transportation Departments.
5. Each phase shall have a separate wall and fencing plan.
6. Entry monument and gate entry plan.

NOTE: The requirements of the above plot plans may be accomplished as one, or, any combination of multiple plot plans required by these conditions of approval. However, each requirement shall be cleared individually with the applicable plot plan condition of approval in the "PRIOR TO BUILDING PERMIT" (80 series) conditions.

10.PLANNING. 15

MAP - DESIGN GUIDELINES

INEFFECT

The project shall conform to Countywide Design Standards and Guidelines adopted January 13, 2004.

10.PLANNING. 16

MAP- OFF-HIGHWAY VEHICLE USE

INEFFECT

No off-highway vehicle use shall be allowed on any lot created by this subdivision. The landowners shall secure

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10. GENERAL CONDITIONS

10.PLANNING. 16                    MAP- OFF-HIGHWAY VEHICLE USE (cont.)                    INEFFECT

all lots created by this subdivision and shall prevent all off-highway vehicles from using the property.

10.PLANNING. 17                    MAP - SUBMIT BUILDING PLANS                    INEFFECT

The developer shall cause building plans to be submitted to the TLMA- Land Use Section for review by the Department of Building and Safety - Plan Check Division. Said plans shall be in conformance with the approved TENTATIVE MAP.

10.PLANNING. 18                    MAP - IF HUMAN REMAINS FOUND                    INEFFECT

If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner shall be notified of the find immediately. If the remains are determined to be prehistoric, the coroner shall notify the Native American Heritage Commission, which will determine and notify the appropriate NATIVE AMERICAN TRIBE who is the most likely descendent. The descendent shall inspect the site of the discovery and make a recommendation as to the appropriate mitigation. After the recommendation has been made, the property owner, a Native American Tribe representative, and a County representative shall meet to determine the appropriate mitigation measures and corrective actions to be implemented.

TRANS DEPARTMENT

10.TRANS. 1                    MAP - DRAINAGE 1                    INEFFECT

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

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10. GENERAL CONDITIONS

10.TRANS. 2

MAP - DRAINAGE 2

INEFFECT

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

10.TRANS. 6

MAP - TS/EXEMPT

INEFFECT

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

10.TRANS. 7

MAP - STD INTRO 3 (ORD 460/461)

INEFFECT

With respect to the conditions of approval for the referenced tentative exhibit, the land divider shall provide all street improvements, street improvement plans and/or road dedications set forth herein in accordance with Ordinance 460 and Riverside County Road Improvement Standards (Ordinance 461). It is understood that the tentative map correctly shows acceptable centerline elevations, all existing easements, traveled ways, and drainage courses with appropriate Q's, and that their omission or unacceptability may require the map to be resubmitted for further consideration. These Ordinances and all conditions of approval are essential parts and a requirement occurring in ONE is as binding as though occurring in all. All questions regarding the true meaning of the conditions shall be referred to the Transportation Department.

10.TRANS. 8

MAP - OFF-SITE PHASE

INEFFECT

Should the applicant choose to phase any portion of this project, said applicant shall provide off-site access roads to County maintained roads as approved by the Transportation Department.

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20. PRIOR TO A CERTAIN DATE

PLANNING DEPARTMENT

20.PLANNING.. 2 MAP - EXPIRATION DATE

INEFFECT

The conditionally approved TENTATIVE MAP shall expire three years after the County of Riverside Board of Supervisors original approval date, unless extended as provided by County Ordinance No. 460. Action on a minor change and/or revised map request shall not extend the time limits of the originally approved TENTATIVE MAP. A Land Management System (LMS) hold shall be placed on the TENTATIVE MAP, and a LMS hold shall be placed on any subsequent minor change or revised map, which shall be set to take effect on the expiration date. The LMS hold effective date shall be extended in accordance with any permitted extensions of time. The LMS hold shall be downgraded to a LMS notice upon recordation of the the first phase of the TENTATIVE MAP. The LMS hold or notice shall remain in effect until the recordation of the final phase of the TENTATIVE MAP. If the TENTATIVE MAP expires before the recordation of the final phase the LMS hold or notice shall remain in effect and no further FINAL MAP recordation shall be permitted.

50. PRIOR TO MAP RECORDATION

E HEALTH DEPARTMENT

50.E HEALTH. 1 MAP - WATER PLAN

INEFFECT

A water system shall have plans and specifications approved by the water company and the Department of Environmental Health.

50.E HEALTH. 2 MAP - MONEY

INEFFECT

Financial arrangements (securities posted) must be made for the water improvement plans and be approved by County Counsel.

50.E HEALTH. 3 MAP - SEWER PLAN - COUNTY

INEFFECT

A sewer system shall have mylar plans and specifications as approved by the District, the County Survey Department and the Department of Environmental Health.

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50. PRIOR TO MAP RECORDATION

EPD DEPARTMENT

50.EPD. 1

MAP - CONSERVATION EASEMENT

INEFFECT

Prior to map recordation or grading permit issuance, which ever comes first, the areas mapped as "SOUTHERN COAST LIVE OAK RIPARIAN WOODLAND" and "SOUTHERN WILLOW & COTTONWOOD WOODLAND" on the map labeled TR32535 AMD 3, 8/24/06 shall be recorded as a conservation easement in favor of the Property Owners Association. This easement shall prohibit grading or any other disturbance or modification of the property including but not limited to building, fuel modification, and detention.

Any required conservation easement shall be offered prior to, or in concurrence with the recordation of the final map. If the map is recorded in phases, the conservation easement must be included within the first unit phase.

50.EPD. 2

MAP - ECS PREP

INEFFECT

The land divider shall prepare an Environmental Constraints Sheet (ECS) in accordance with Section 2.2 E. & F. of County Ordinance No. 460, which shall be submitted as part of the plan check review of the FINAL MAP

50.EPD. 3

MAP - ECS CONDITION

INEFFECT

The constrained areas will conform to the areas mapped as "SOUTHERN WILLOW & COTTONWOOD WOODLAND" and "SOUTHERN COAST LIVE OAK RIPARIAN WOODLAND" on the map labeled TR32535 AMD 3, Dated: 8/24/06. These areas shall be mapped and labeled "Delineated Constraint Area (Riparian/Riverine)" on the Environmental Constraint Sheet to the satisfaction of the Environmental Programs Department.

The ECS map must be stamped by the Riverside County Surveyor with the following notes.

"No disturbances may occur within the boundaries of the of the constraint areas."

"Brush management to reduce fuel loads to protect urban uses (fuel modification zones) will not encroach into the constraint areas."

"Night lighting shall be directed away from the constraint area. Shielding shall be incorporated in project designs to

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50. PRIOR TO MAP RECORDATION

50.EPD. 3                      MAP - ECS CONDITION (cont.)                      INEFFECT

ensure ambient lighting in the constraint areas is not increased."

FIRE DEPARTMENT

50.FIRE. 1                      MAP-#46-WATER PLANS                      INEFFECT

The applicant or developer shall furnish one copy of the water system plans to the Fire Department for review. Plans shall be signed by a registered civil engineer, containing a Fire Department approval signature block, and shall conform to hydrant type, location, spacing and minimum fire flow. Once plans are signed by the local water company, the originals shall be presented to the Fire Department for signature.

50.FIRE. 2                      MAP-#53-ECS-WTR PRIOR/COMBUS                      INEFFECT

Ecs map must be stamped by the Riverside County Surveyor with the following note: The required water system, including fire hydrants, shall be installed and accepted by the appropriate water agency prior to any combustible building material placed on an individual lot.

FLOOD RI DEPARTMENT

50.FLOOD RI. 2                      MAP SUBMIT PLANS                      INEFFECT

A copy of the improvement plans, grading plans, final map, environmental constraint sheet, BMP improvement plans, and any other necessary documentation along with supporting hydrologic and hydraulic calculations shall be submitted to the District for review. All submittals shall be date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit.

50.FLOOD RI. 3                      MAP ONSITE EASE ON FINAL MAP                      INEFFECT

Onsite drainage facilities located outside of road right of way shall be contained within drainage easements shown on the final map. A note shall be added to the final map stating, "Drainage easements shall be kept free of buildings and obstructions".

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50. PRIOR TO MAP RECORDATION

50.FLOOD RI. 4                      MAP OFFSITE EASE OR REDESIGN                      INEFFECT

Offsite drainage facilities shall be located within dedicated drainage easements obtained from the affected property owner(s). Document(s) shall be recorded and a copy submitted to the District prior to recordation of the final map. If the developer cannot obtain such rights, the map should be redesigned to eliminate the need for the easement.

50.FLOOD RI. 5                      MAP WRITTEN PERM FOR GRADING                      INEFFECT

Written permission shall be obtained from the affected property owners allowing the proposed grading and/or facilities to be installed outside of the tract boundaries. A copy of the written authorization shall be submitted to the District for review and approval.

50.FLOOD RI. 6                      MAP ENCROACHMENT PERMIT REQ                      INEFFECT

An encroachment permit shall be obtained for any work within the District right of way or with District facilities. The encroachment permit application shall be processed and approved concurrently with the improvement plans.

50.FLOOD RI. 7                      MAP 3 ITEMS TO ACCEPT FACILITY                      INEFFECT

Inspection and maintenance of the flood control facility/ies to be constructed with this tract must be performed by either the County Transportation Department or the Flood Control District. The engineer (owner) must request in writing that one of these agencies accept the proposed system. The request shall note the project number, location, briefly describe the system (sizes and lengths) and include an exhibit that shows the proposed alignment. The request to the District shall be addressed to the General Manager-Chief Engineer, Attn: Chief of the Planning Division.

If the District is willing to maintain the proposed facility three items must be accomplished prior to recordation of the final map or starting construction of the drainage facility: 1) the developer shall submit to the District the preliminary title reports, plats and legal descriptions for all right of way to be conveyed to the District and secure that right of way to the satisfaction of the District; 2) an agreement with the District and any

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50. PRIOR TO MAP RECORDATION

50.FLOOD RI. 7

MAP 3 ITEMS TO ACCEPT FACILITY (cont.)

INEFFECT

maintenance partners must be executed which establishes the terms and conditions of inspection, operation and maintenance; and 3) plans for the facility must be signed by the District's General Manager-Chief Engineer. The plans cannot be signed prior to execution of the agreement.

An application to draw up an agreement must be submitted to the attention of the District's Administrative Services Section. All right of way transfer issues must be coordinated with the District's Right of Way Section.

The engineer/developer will need to submit proof of flood control facility bonds and a certificate of insurance to the District's Inspection section before a pre-construction meeting can be scheduled.

50.FLOOD RI. 8

MAP ADP FEES

INEFFECT

A notice of drainage fees shall be placed on the environmental constraint sheet and final map. The exact wording of the note shall be as follows:

NOTICE OF DRAINAGE FEES

Notice is hereby given that this property is located in the Murrieta Valley subwatershed of the Murrieta Creek Area Drainage Plan which was adopted by the Board of Supervisors of the County of Riverside pursuant to Section 10.25 of Ordinance 460 and Section 66483, et seq, of the Government Code and that said property is subject to fees for said drainage area.

Notice is further given that, pursuant to Section 10.25 of Ordinance 460, payment of the drainage fees shall be paid with cashier's check or money order only to the Riverside County Flood Control and Water Conservation District at the time of issuance of the grading or building permit for said parcels, whichever occurs first, and that the owner of each parcel, at the time of issuance of either the grading or building permit, shall pay the fee required at the rate in effect at the time of issuance of the actual permit.

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50. PRIOR TO MAP RECORDATION

PLANNING DEPARTMENT

50.PLANNING. 1 MAP - PREPARE A FINAL MAP

INEFFECT

After the approval of the TENTATIVE MAP and prior to the expiration of said map, the land divider shall cause the real property included within the TENTATIVE MAP, or any part thereof, to be surveyed and a FINAL MAP thereof prepared in accordance with the current County Transportation Department - Survey Division requirements, the conditionally approved TENTATIVE MAP, and in accordance with Article IX of County Ordinance No. 460.

50.PLANNING. 2 MAP - FINAL MAP PREPARER

INEFFECT

The FINAL MAP shall be prepared by a licensed land surveyor or registered civil engineer.

50.PLANNING. 3 MAP - SURVEYOR CHECK LIST

INEFFECT

The County Transportation Department - Survey Division shall review any FINAL MAP and ensure compliance with the following:

A. All lots on the FINAL MAP shall be in substantial conformance with the approved TENTATIVE MAP relative to size and configuration.

B. All lots on the FINAL MAP shall have a minimum lot size of 7,200 square feet net.

C. All residential lot sizes and dimensions on the FINAL MAP shall be in conformance with the development standards of the R-1 zone, Conservation Lots 87, 89, and 90 as shown on the tentative map shall be in conformance to the development standards of the R-5 zone, and all lots shall conform with the Riverside County Integrated Project (RCIP).

D. All lots on the FINAL MAP shall comply with the length to width ratios, as established by Section 3.8.C. of County Ordinance No. 460.

E. All knuckle or cul-de-sac lots shall have a minimum of 40 feet of frontage measured at the front lot line.

F. The common open space areas shall be shown as a numbered lots on the FINAL MAP.

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50. PRIOR TO MAP RECORDATION

50.PLANNING. 4                      MAP - REQUIRED APPLICATIONS                      INEFFECT

No FINAL MAP shall record until Change of Zone No. 7147 has been approved and adopted by the Board of Supervisors and has been made effective. This land division shall conform with the development standards of the zones ultimately applied to the property.

50.PLANNING. 7                      MAP - ANNEX TO PARK DISTRICT                      INEFFECT

The land divider shall submit written proof to the County Planning Department - Development Review Division that the subject property has been annexed to County Service Area No. 152A.

50.PLANNING. 8                      MAP - QUIMBY FEES (1)                      INEFFECT

The land divider shall submit to the County Planning Department - Development Review Division a duly and completely executed agreement with County Service Area No. 152A which demonstrates to the satisfaction of the County that the land divider has provided for the payment of parks and recreation fees and/or dedication of land for the TENTATIVE MAP in accordance with Section 10.35 of County Ordinance No. 460.

50.PLANNING. 12                      MAP - ECS SHALL BE PREPARED                      INEFFECT

The land divider shall prepare an Environmental Constraints Sheet (ECS) in accordance with Section 2.2. E. & F. of County Ordinance No. 460, which shall be submitted as part of the plan check review of the FINAL MAP.

50.PLANNING. 18                      MAP - ECS NOTE MAP CONSTRAINT                      INEFFECT

The following Environmental Constraints Note shall be placed on the ECS:

"No permits allowing any grading, construction, or surface alterations shall be issued which effect the delineated constraint areas without further investigation and/or mitigation as directed by the County of Riverside Planning Department. This constraint affects lots 87 and 89 as shown on the Environmental Constraints Sheet."

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50. PRIOR TO MAP RECORDATION

50.PLANNING. 19                    MAP - ECS NOTE NO FENCE WILDLF                    INEFFECT

The following Environmental Constraints Note shall be placed on the ECS:

"Fencing, which restricts the movement of wildlife, shall not be allowed in the wildlife Corridor. Prohibited fencing includes, but is not limited to, chainlink, barbed-wire, and solid wood."

50.PLANNING. 20                    MAP - ECS NOTE MT PALOMAR LIGH                    INEFFECT

The following Environmental Constraints Note shall be placed on the ECS:

"This property is subject to lighting restrictions as required by County Ordinance No. 655, which are intended to reduce the effects of night lighting on the Mount Palomar Observatory. All proposed outdoor lighting systems shall be in conformance with County Ordinance No. 655."

50.PLANNING. 27                    MAP - COMPLY WITH ORD 457                    INEFFECT

The land divider shall provide proof to The Land Management Agency - Land Use Section that all structures for human occupancy presently existing and proposed for retention comply with Ordinance Nos. 457 and 348.

50.PLANNING. 29                    MAP - FEE BALANCE                    INEFFECT

Prior to recordation, the Planning Department shall determine if the deposit based fees for the TENTATIVE MAP are in a negative balance. If so, any unpaid fees shall be paid by the land divider and/or the land divider's successor-in-interest.

50.PLANNING. 33                    MAP - CC&R RES POA COM. AREA                    INEFFECT

The land divider shall (a) notify the Planning Department that the following documents shall be shortly, or have been, submitted to the Office of the County Counsel for the review and approval of that office, and (b) the land divider shall submit to the Office of the County Counsel the following documents:

1. A cover letter identifying the project for which approval is sought referencing the Planning Department case number(s) (a copy of this cover letter may be sent to the

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50. PRIOR TO MAP RECORDATION

50. PLANNING. 33

MAP - CC&R RES POA COM. AREA (cont.)

INEFFECT

Planning Department to serve as notification) and identifying one individual to represent the land divider if there are any questions concerning the review of the submitted documents; and

2. One (1) copy AND one (1) original, wet signed, notarized and ready for recordation declaration of covenants, conditions, and restrictions; attached to these documents there shall be included a legal description of the property included within the covenants, conditions and restrictions and a scaled map or diagram of such boundaries, both signed and stamped by a California registered civil engineer or licensed land surveyor; and

3. A sample document conveying title to the purchaser of an individual lot or unit which provides that the declaration of covenants, conditions, and restrictions is incorporated therein by reference; and,

4. A deposit equaling three (3) hours of the current hourly fee for the Review of Covenants, Conditions and Restrictions established pursuant to County Ordinance No. 671 at the time the above referenced documents are submitted to the Office of the County Counsel for review and approval.

The declaration of covenants, conditions and restrictions submitted for review shall a) provide for a minimum term of 60 years, b) provide for the establishment of a property owner's association comprised of the owners of each individual lot or unit as tenants in common, c) provide for the ownership of the common area by either the property owner's association or the owners of each individual lot or unit as tenants in common, and d) contain the following provisions verbatim:

"Notwithstanding any provision in this Declaration to the contrary, the following provisions shall apply: -

The property owners' association established herein shall manage and continuously maintain the 'common area', more particularly described on the Tentative Map, attached hereto, and shall not sell or transfer the 'common area' or any part thereof, absent the prior written consent of the Planning Department of the County of Riverside or the County's successor-in-interest.

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50.PLANNING. 33                    MAP - CC&R RES POA COM. AREA (cont.) (cont.) INEFFECT

The property owners' association shall have the right to assess the owners of each individual lot or unit for the reasonable cost of maintaining such 'common area', and shall have the right to lien the property of any such owner who defaults in the payment of a maintenance assessment. An assessment lien, once created, shall be prior to all other liens recorded subsequent to the notice of assessment or other document creating the assessment lien.

This Declaration shall not be terminated, 'substantially' amended, or property deannexed therefrom absent the prior written consent of the Planning Director of the County of Riverside or the County's successor-in-interest. A proposed amendment shall be considered 'substantial' if it affects the extent, usage, or maintenance of the 'common area' established pursuant to the Declaration.

In the event of any conflict between this Declaration and the Articles of Incorporation, the Bylaws, or the property owners' association Rules and Regulations, if any, this Declaration shall control."

Once approved, the copy and the original declaration of covenants, conditions and restrictions shall be forwarded by the Office of the County Counsel to the Planning Department. The Planning Department will retain the one copy for the case file, and forward the wet signed and notarized original declaration of covenants, conditions and restrictions to the County Transportation Department - Survey Division - for safe keeping until the final map is ready for recordation. The County Transportation Department - Survey Division - shall record the original declaration of covenants, conditions and restrictions in conjunction with the recordation of the final map.

50.PLANNING. 34                    MAP - ROW & SLOPES LS MAINT.                    INEFFECT

The project proponent shall ensure that the following landscape maintenance mechanisms are in place prior to Final Map Recordation:

- a) All Right-Of-Way (parkway) landscaping including off-site ROW shall be annex into the appropriate Landscape

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50.PLANNING. 34                    MAP - ROW & SLOPES LS MAINT. (cont.)                    INEFFECT

and Lighting Maintenance District (L&LMD) for maintenance.

And

b) The CC&R's shall note that all private side and rear yard slopes greater than three feet (3') in height will be maintain by the subdivision's Home Owners Association.

TRANS DEPARTMENT

50.TRANS. 1                    MAP - DEDICATIONS                    INEFFECT

Interior street shall be improved within the dedicated right-of-way in accordance with County Draft Standard No. 105, Section A. (36'/56')

Stable Lane Way from the southern boundary of Lot No. 50 to north tract boundary shall be improved within the dedicated right-of-way in accordance with County Draft Standard No. 105, Section C. (40'/60')

Arnett Road between street "A" and street "D" shall be improved within the dedicated right-of-way in accordance with County Draft Standard No. 105, Section C. (40'/60')

50.TRANS. 3                    MAP - IMP PLANS                    INEFFECT

Improvement plans for the required improvements must be prepared and shall be based upon a design profile extending a minimum of 300 feet beyond the project boundaries at a grade and alignment as approved by the Riverside County Transportation Department. Completion of road improvements does not imply acceptance for maintenance by County.

50.TRANS. 4                    MAP - PART-WIDTH                    INEFFECT

Stable Lane Way between the southern boundary of Lot No. 49 and south tract boundary shall be improved with 32 feet of asphalt concrete pavement within a 45' part-width dedicated right-of-way in accordance with County Draft Standard No. 105, Section C.

Arnett Road fronting Lot No. 1 shall be improved with 32 feet of asphalt concrete pavement within a 45' part-width dedicated right-of-way in accordance with County

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50. PRIOR TO MAP RECORDATION

50.TRANS. 4                      MAP - PART-WIDTH (cont.)                      INEFFECT

Draft Standard No. 105, Section C.

50.TRANS. 5                      MAP - OFF-SITE INFO                      INEFFECT

The off-site rights-of-way required for said access road(s) shall be accepted to vest title in the name of the public if not already accepted.

50.TRANS. 8                      MAP - EASEMENT                      INEFFECT

Any easement not owned by a public utility, public entity or subsidiary, not relocated or eliminated prior to final map approval, shall be delineated on the final map in addition to having the name of the easement holder, and the nature of their interests, shown on the map.

50.TRANS. 10                     MAP - STRIPING PLAN                     INEFFECT

A signing and striping plan is required for this project. The applicant shall be responsible for any additional paving and/or striping removal caused by the striping plan. Traffic signing and striping shall be performed by County forces with all incurred costs borne by the applicant, unless otherwise approved by the County Traffic Engineer.

50.TRANS. 11                     MAP - STREET NAME SIGN                     INEFFECT

The land divider shall install street name sign(s) in accordance with County Standard No. 816 as directed by the Transportation Department.

50.TRANS. 16                     MAP - SOILS 2                     INEFFECT

The developer/owner shall submit a preliminary soils and pavement investigation report addressing the construction requirements within the road right-of-way.

50.TRANS. 17                     MAP - INTERSECTION/50' TANGENT                     INEFFECT

All centerline intersections shall be at 90 degrees, plus or minus 5 degrees, with a minimum 50' tangent, measured from flowline/curbface or as approved by the Transportation Planning and Development Review Division Engineer.

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50. PRIOR TO MAP RECORDATION

50.TRANS. 18 MAP - OFF-SITE ACCESS 1

INEFFECT

The landowner/developer shall provide/acquire sufficient public off-site rights-of-way to provide for two paved access roads to a paved and maintained road. Said access roads shall be constructed in accordance with County Draft Standard No. 106. (32'/60') at a grade and alignment as approved by the Transportation Department. Should the applicant fail to provide/acquire said off-site right-of-way, the map shall be returned for redesign. The applicant shall provide the appropriate environmental clearances for said off-site improvements prior to recordation or the signature of any street improvement plans.

Said off-site access road shall be the northerly extension of Arnett Road to Catt Road.

Said off-site access road shall be the southeasterly extension of Stable Lane Way to Clinton Keith Road.

50.TRANS. 20 MAP - STREET SWEEPING

INEFFECT

The project proponent shall contact the County Service Area (CSA) Project Manager to file an application for annexation or inclusion into CSA for street sweeping; or enter into a similar mechanism as approved by the Transportation Department.

50.TRANS. 21 MAP - STREETLIGHT PLAN

INEFFECT

A separate street light plan is required for this project. Street lighting shall be designed in accordance with County Ordinance 460 and Streetlight Specification Chart found in Specification Section 22 of Ordinance 461. For projects within SCE boundaries use County of Riverside Ordinance 461, Standard No's 1000 or 1001. For projects within Imperial Irrigation District (IID) use IID's pole standard.

50.TRANS. 22 MAP - STREET LIGHTS-CSA/L&LMD

INEFFECT

The project proponent shall contact the County Service Area (CSA) Project Manager who determines whether the development is within an existing CSA or will require annexation into the CSA.

If the project is outside boundaries of a CSA, the project proponent shall contact the Transportation Department L&LMD

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50. PRIOR TO MAP RECORDATION

50.TRANS. 39

MAP- UTILITY PLAN (cont.)

INEFFECT

461, or as approved by the Transportation Department. The applicant is responsible for coordinating the work with the serving utility company. This also applies to existing overhead lines which are 33.6 kilovolts or below along the project frontage and between the nearest poles offsite in each direction of the project site. A disposition note describing the above shall be reflected on design improvement plans whenever those plans are required. A written proof for initiating the design and/or application of the relocation issued by the utility company shall be submitted to the Transportation Department for verification purposes.

60. PRIOR TO GRADING PRMT ISSUANCE

BS GRADE DEPARTMENT

60.BS GRADE. 1

MAP-G2.1 GRADING BONDS

INEFFECT

Grading in excess of 199 cubic yards will require performance security to be posted with the Building and Safety Department. Single Family Dwelling units graded one lot per permit and proposing to grade less than 5,000 cubic yards are exempt.

60.BS GRADE. 2

MAP-G2.3SLOPE EROS CL PLAN

INEFFECT

Erosion control- landscape plans, required for manufactured slopes greater than 3 feet in vertical height, are to be signed by a registered landscape architect and bonded per the requirements of Ordinance 457, see form 284-47.

60.BS GRADE. 3

MAP-G2.4GEOTECH/SOILS RPTS

INEFFECT

Geotechnical soils reports, required in order to obtain a grading permit, shall be submitted to the Building and Safety Department's Grading Division for review and approval prior to issuance of a grading permit.

All grading shall be in conformance with the recommendations of the geotechnical/soils reports as approved by Riverside County.\*

\*The geotechnical/soils, compaction and inspection reports will be reviewed in accordance with the RIVERSIDE COUNTY

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60. PRIOR TO GRADING PRMT ISSUANCE

60.BS GRADE. 3                      MAP-G2.4GEOTECH/SOILS RPTS (cont.)                      INEFFECT

GEOTECHNICAL GUIDELINES FOR REVIEW OF GEOTECHNICAL AND  
GEOLOGIC REPORTS.

60.BS GRADE. 4                      MAP-G2.7DRNAGE DESIGN Q100                      INEFFECT

All grading and drainage shall be designed in accordance  
with Riverside County Flood Control & Water Conservation  
District's conditions of approval regarding this  
application. If not specifically addressed in their  
conditions, drainage shall be designed to accommodate 100  
year storm flows.

Additionally, the Building and Safety Department's  
conditional approval of this application includes an  
expectation that the conceptual grading plan reviewed and  
approved for it complies or can comply with any WQMP (Water  
Quality Management Plan) required by Riverside County Flood  
Control and Water Conservation District.

60.BS GRADE. 7                      MAP-G2.14OFFSITE GDG ONUS                      INEFFECT

Prior to the issuance of a grading permit, it shall be the  
sole responsibility of the owner/applicant to obtain any  
and all proposed or required easements and/or permissions  
necessary to perform the grading herein proposed.

60.BS GRADE. 12                      MAP-G1.4 NPDES/SWPPP                      INEFFECT

Prior to issuance of any grading or construction permits -  
whichever comes first - the applicant shall provide the  
Building and Safety Department evidence of compliance with  
the following: "Effective March 10, 2003 owner operators  
of grading or construction projects are required to comply  
with the N.P.D.E.S. (National Pollutant Discharge  
Elimination System) requirement to obtain a construction  
permit from the State Water Resource Control Board (SWRCB).  
The permit requirement applies to grading and construction  
sites of "ONE" acre or larger. The owner operator can  
comply by submitting a "Notice of Intent" (NOI), develop  
and implement a STORM WATER POLLUTION PREVENTION PLAN  
(SWPPP) and a monitoring program and reporting plan for the  
construction site. For additional information and to obtain  
a copy of the NPDES State Construction Permit contact the  
SWRCB at (916) 657-1146.

Additionally, at the time the county adopts, as part of any

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60. PRIOR TO GRADING PRMT ISSUANCE

60.BS GRADE. 12                      MAP-G1.4 NPDES/SWPPP (cont.)                      INEFFECT

ordinance, regulations specific to the N.P.D.E.S., this project (or subdivision) shall comply with them.

60.BS GRADE. 13                      MAP IMPORT/EXPORT                      INEFFECT

In instances where a grading plan involves import or export, prior to obtaining a grading permit, the applicant shall have obtained approval for the import/export location from the Building and Safety department. If an Environmental Assessment, prior to issuing a grading permit, did not previously approve either location, a Grading Environmental Assessment shall be submitted to the Planning Director and the Environmental Programs Director for review and comment and to the Building and Safety Department Director for approval. Additionally, if the movement of import/export occurs using county roads, review and approval of the haul routes by the Transportation Department will be required.

EPD DEPARTMENT

60.EPD. 1                              - GRADING PLAN CHECK                              INEFFECT

The areas mapped as "SOUTHERN COAST LIVE OAK RIPARIAN WOODLAND" and "SOUTHERN WILLOW & COTTONWOOD WOODLAND" on the map labeled TR32535 AMD 3, 8/24/06 must be delineated on the grading plan to the satisfaction of the Environmental Programs Department. There will be no disturbances proposed within this areas.

FIRE DEPARTMENT

60.FIRE. 1                              MAP-#004 FUEL MODIFICATION                              MET

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

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Eligible Under LMI  
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60. PRIOR TO GRADING PRMT ISSUANCE

60.FIRE. 1                      MAP-#004 FUEL MODIFICATION (cont.)                      MET

- 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.

FLOOD RI DEPARTMENT

60.FLOOD RI. 2                      MAP SUBMIT PLANS                      INEFFECT

A copy of the improvement plans, grading plans, BMP improvement plans and any other necessary documentation along with supporting hydrologic and hydraulic calculations shall be submitted to the District for review. The plans must receive District approval prior to the issuance of grading permits. All submittals shall be date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit.

60.FLOOD RI. 3                      MAP EROS CNTRL AFTER RGH GRAD                      INEFFECT

Temporary erosion control measures shall be implemented immediately following rough grading to prevent deposition of debris onto downstream properties or drainage facilities. Plans showing these measures shall be submitted to the District for review.

60.FLOOD RI. 4                      MAP OFFSITE EASE OR REDESIGN                      INEFFECT

Offsite drainage facilities shall be located within dedicated drainage easements obtained from the affected property owner(s). Document(s) shall be recorded and a copy submitted to the District prior to recordation of the final map. If the developer cannot obtain such rights, the map should be redesigned to eliminate the need for the easement.

60.FLOOD RI. 5                      MAP ENCROACHMENT PERMIT REQ                      INEFFECT

An encroachment permit shall be obtained for any work within the District right of way or with District facilities. The encroachment permit application shall be

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60. PRIOR TO GRADING PRMT ISSUANCE

60.FLOOD RI. 5                      MAP ENCROACHMENT PERMIT REQ (cont.)                      INEFFECT

processed and approved concurrently with the improvement plans.

60.FLOOD RI. 6                      MAP ADP FEES                      INEFFECT

Tract 32535 is located within the limits of the Murrieta Valley subwatershed of the Murrieta Creek Area Drainage Plan for which drainage fees have been adopted.

Drainage fees shall be paid with cashier's check or money order only to the District at the time of the issuance of grading permits for the approved parcels or at the time of issuance of building permits if no grading permits are issued for the parcels and may be paid, at the option of the land owner, in pro rata amounts. The amount of the drainage fee required to be paid shall be the amount that is in effect for the particular Area Drainage Plan at the time of issuance of the grading permits or issuance of the building permits if grading permits are not issued.

60.FLOOD RI. 7                      MAP SUBMIT FINAL WQMP                      INEFFECT

A copy of the project specific WQMP shall be submitted to the District for review and approval.

PLANNING DEPARTMENT

60.PLANNING. 7                      MAP - SLOPE GRADING TECHNIQUES                      INEFFECT

THESE SLOPE GRADING TECHNIQUES SHALL ONLY BE APPLICABLE TO LOTS 87, 89, AND 90.

The land divider/permit holder shall cause grading plans to be prepared which show all cut slopes located adjacent to ungraded natural terrain and exceed ten (10) feet in vertical height to be contour-graded incorporating the following grading techniques:

1. The angle of the graded slope shall be gradually adjusted to the angle of the natural terrain.

2. Angular forms shall be discouraged. The graded form shall reflect the natural rounded terrain.

3. The toes and tops of slopes shall be rounded with curves with radii designed in proportion to the total

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60. PRIOR TO GRADING PRMT ISSUANCE

60.PLANNING. 7                      MAP - SLOPE GRADING TECHNIQUES (cont.)                      INEFFECT

height of the slopes where drainage and stability permit such rounding.

4. Where cut and/or fill slopes exceed 300 feet in horizontal length, the horizontal contours of the slope shall be curved in a continuous, undulating fashion.

60.PLANNING. 15                      MAP - SKR FEE CONDITION                      INEFFECT

Prior to the issuance of a grading permit, the land divider/permit holder shall comply with the provisions of Riverside County Ordinance No. 663, which generally requires the payment of the appropriate fee set forth in that ordinance. The amount of the fee required to be paid may vary depending upon a variety of factors, including the type of development application submitted and the applicability of any fee reduction or exemption provisions contained in Riverside County Ordinance No. 663. Said fee shall be calculated on the approved development project which is anticipated to be 31.4 acres (gross) in accordance with the TENTATIVE MAP. If the development is subsequently revised, this acreage amount may be modified in order to reflect the revised development project acreage amount. In the event Riverside County Ordinance No. 663 is rescinded, this condition will no longer be applicable. However, should Riverside County Ordinance No. 663 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that ordinance shall be required.

60.PLANNING. 16                      MAP - FEE BALANCE                      INEFFECT

Prior to issuance of grading permits, the Planning Department shall determine if the deposit based fees are in a negative balance. If so, any outstanding fees shall be paid by the applicant/developer.

60.PLANNING. 17                      MAP - GRADING PLAN REVIEW                      INEFFECT

The land divider/permit holder shall cause a plan check application for a grading plan to be submitted to the County T.L.M.A - Land Use Division for review by the County Department of Building and Safety - Grading Division. Said grading plan shall be in conformance with the approved tentative map, in ompliance with County Ordinance No. 457, and the conditions of approval for the

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60. PRIOR TO GRADING PRMT ISSUANCE

60.PLANNING. 17                    MAP - GRADING PLAN REVIEW (cont.)                    INEFFECT

tentative map.

60.PLANNING. 20                    MAP - NPDES COMPLIANCE (2)                    INEFFECT

Since this project will disturb one (1) or more acres, it will require a National Pollutant Discharge Elimination System (NPDES) Construction General Permit from the State Water Resources Control Board. Clearance for grading shall not be given until either the district or the Department of Building and Safety has determined that the project has complied with the current County requirements regarding the NPDES Construction General Permit.

60.PLANNING. 21                    MAP - ARCHAEOLOGIST RETAINED                    INEFFECT

Prior to the issuance of grading permits, a qualified archaeologist shall be retained by the land divider for consultation and comment on the proposed grading with respect to potential impacts to unique cultural resources. Should the archaeologist, after consultation with the appropriate Native American tribe(s), find the potential is high for impact to unique archaeological resources (cultural resources and sacred sites), a pre-grading meeting between the archaeologist, the Native American moniotr(s), and the excavation and grading contractor shall take place. During grading operations, when deemed necessary in the professional opinion of the retained archaeologist (and/or as determined by the Planning Director), the archaeologist, the archaeologist's on-site representative(s) and the Native American Observer shall actively monitor all project related grading and construction and shall have the authority to temporarily divert, redirect, or halt grading activity to allow recovery of unique archaeological resources. Prior to the issuance of grading permits, the NAME, ADDRESS and TELEPHONE NUMBER of the retained archaeologist shall be submitted to the Planning Department and the B&S Grading Division. If the retained archaeologist, after consultation with the appropriate Native American tribe, finds no potential for impacts to unique archaeological resources, a letter shall be submitted to the Planning Department certifying this finding by the retained qualified archaeologist.

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60. PRIOR TO GRADING PRMT ISSUANCE

60.PLANNING. 23 MAP - REQUIRED APPLICATIONS

INEFFECT

No grading permits shall be issued until Change of Zone No. 7147 has been approved and adopted by the Board of Supervisors and has been made effective.

60.PLANNING. 24 MAP - PLANNING DEPT REVIEW

INEFFECT

As part of the plan check review of the proposed grading plan for the subject property, the Department of Building and Safety - Grading Division shall submit a copy of the proposed grading plan, along with the applicable Log/Permit Numbers for reference, to the County Planning Department to be reviewed for compliance with the approved tentative map.

60.PLANNING. 25 MAP - PALEONTOLOGIST REQUIRED

INEFFECT

The land divider/permit holder shall retain a qualified paleontologist for consultation and comment on the proposed grading with respect to potential paleontological impacts. The developer shall submit the name, telephone number and address of the retained, qualified paleontologist to the Planning Department and the Department of Building and Safety. The paleontologist shall submit in writing to the Planning Department - Development Review Division the results of the initial consultation, and the paleontologist shall include details of the fossil recovery plan, if recovery was deemed necessary. Should the paleontologist find the potential is high for impact to significant resources, a pre-grade meeting between the paleontologist and the excavation and grading contractor shall be arranged. When necessary, in the professional opinion of the retained paleontologist (and/or as determined by the Planning Director), the paleontologist or representative shall have the authority to monitor actively all project related grading and construction and shall have the authority to temporarily divert, redirect, or halt grading activity to allow recovery of paleontological resources.

60.PLANNING. 26 MAP - SLOPE LS PLANS

INEFFECT

Landscaping Plans for landscaping on any private side or rear yard slope greater than three feet (3') in height shall be reviewed and approved by the Planning Department.

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## 80. PRIOR TO BLDG PRMT ISSUANCE

### BS GRADE DEPARTMENT

80.BS GRADE. 1                      MAP-G3.1NO B/PMT W/O G/PMT                      INEFFECT

Prior to issuance of any building permit, the property owner shall obtain a grading permit and/or approval to construct from the Grading Divisin of the Building and Safety Department.

### FIRE DEPARTMENT

80.FIRE. 1                      MAP-#50C-TRACT WATER VERIFICA                      INEFFECT

The required water system, including all fire hydrant(s), shall be installed and accepted by the appropriate water agency and the Riverside County Fire Department prior to any combustible building material placed on an individual lot. Contact the Riverside County Fire Department to inspect the required fire flow, street signs, all weather surface, and all access and/or secondary. Approved water plans must be a the job site.

### FLOOD RI DEPARTMENT

80.FLOOD RI. 2                      MAP SUBMIT PLANS                      INEFFECT

A copy of the improvement plans, grading plans, BMP improvement plans and any other necessary documentation along with supporting hydrologic and hydraulic calculations shall be submitted to the District for review. The plans must receive District approval prior to the issuance of building permits. All submittals shall be date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit.

80.FLOOD RI. 3                      MAP ADP FEES                      INEFFECT

Tract 32535 is located within the limits of the Murrieta Vally subwatershed of the Murrieta Creek Area Drainage Plan for which drainage fees have been adopted.

Drainage fees shall be paid with cashier's check or money order only to the District at the time of the issuance of grading permits for the approved parcels or at the time of issuance of building permits if no grading permits are issued for the parcels and may be paid, at the option of the land owner, in pro rata amounts. The amount of the

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80. PRIOR TO BLDG PRMT ISSUANCE

80.FLOOD RI. 3                      MAP ADP FEES (cont.)                      INEFFECT

drainage fee required to be paid shall be the amount that is in effect for the particular Area Drainage Plan at the time of issuance of the grading permits or issuance of the building permits if grading permits are not issued.

80.FLOOD RI. 4                      MAP SUBMIT FINAL WQMP                      INEFFECT

A copy of the project specific WQMP shall be submitted to the District for review and approval.

PLANNING DEPARTMENT

80.PLANNING. 1                      MAP - ROOF MOUNTED EQUIPMENT                      INEFFECT

Roof-mounted mechanical equipment shall not be permitted within the subdivision, however, solar equipment or any other energy saving devices shall be permitted with County Planning Department approval.

80.PLANNING. 2                      MAP - FRONT YARD LANDSCAPING                      INEFFECT

All front yards shall be provided with landscaping and automatic irrigation, as defined by County Ordinance No. 348.

80.PLANNING. 3                      MAP - UNDERGROUND UTILITIES                      INEFFECT

All utility extensions within a lot shall be placed underground.

80.PLANNING. 7                      MAP - CONFORM FINAL SITE PLAN                      INEFFECT

Final clearance shall be obtained from the County Planning Department - Development Review Division stipulating that the building plans submitted conform to the approved Final Plan of Development.

80.PLANNING. 12                      MAP - SCHOOL MITIGATION                      INEFFECT

Impacts to the Lake Elsinore Unified School District shall be mitigated in accordance with California State law.

80.PLANNING. 13                      MAP - FEE BALANCE                      INEFFECT

Prior to issuance of building permits, the Planning Department shall determine if the deposit based fees are

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80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 13 MAP - FEE BALANCE (cont.)

INEFFECT

in a negative balance. If so, any outstanding fees shall be paid by the applicant/developer.

80.PLANNING. 15 MAP - LANDSCAPE PLOT PLAN

INEFFECT

The land divider/permit holder shall file seven (7) sets of a Landscaping and Irrigation Plan to the County Planning Department for review and approval. Said plan shall be submitted to the Department in the form of a plot plan application pursuant to County Ordinance No. 348, Section 18.30.a.(1) (Plot Plans not subject to the California Environmental Quality Act and not subject to review by any governmental agency other than the Planning Department), along with the current fee. The plan shall be in compliance with Section 18.12, Sections 19.300 through 19.304., and the TENTATIVE MAP conditions of approval.

When the proposal is located within a County Service Area (CSA), prior to landscape plan submittal to the Planning Department, the developer/permittee shall show evidence to the Planning Department that CSA No. 152A has approved said plans.

THE LANDSCAPE PLOT PLAN SHALL SUBSTANTIALLY CONFORM TO THE APPROVED EXHIBIT L.

The plan shall show all common open space areas. The plan shall address all areas and conditions of the tract requiring landscaping and irrigation to be installed including, but not limited to, (slope planting, common area and/or park landscaping, and individual front yard landscaping). Emphasis shall be placed on using plant species that are drought tolerant and low water using. The plans shall provide for the following:

1. Permanent automatic irrigation systems shall be installed on all landscaped areas requiring irrigation. Low water use systems are encouraged.
2. All utility service areas and enclosures shall be screened from view with landscaping and decorative barriers or baffle treatments, as approved by the Planning Department. Utilities shall be placed underground.
3. Any required landscape screening shall be designed to be opaque up to a minimum height of six (6) feet at

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80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 15

MAP - LANDSCAPE PLOT PLAN (cont.)

INEFFECT

maturity.

4. Parkways and landscaped building setbacks shall be landscaped to provide visual screening or a transition into the primary use area of the site. Landscape elements shall include earth berming, ground cover, shrubs, and specimen trees in conjunction with meandering sidewalks, benches, and other pedestrian amenities where appropriate as approved by the Planning Department.

5. Landscaping plans shall incorporate the use of specimen accent trees at key visual focal points within the project.

6. Landscaping plans shall incorporate native and drought tolerant plants where appropriate.

7. All specimen trees and significant rock outcroppings on the subject property intended for retention shall be shown on the project's grading plans. Replacement trees for those to be removed shall also be shown.

8. All trees shall be minimum double-staked. Weaker and/or slow-growing trees shall be steel-staked.

9. Multi-programmable irrigation controllers which have enough programs to break up all irrigation stations into hydro zones shall be used. If practical and feasible, rain shutoff devices shall be employed to prevent irrigation after significant precipitation. Irrigation systems shall be designed so areas which have different water use requirements are not mixed on the same station (hydro zones). Assistance in implementing a schedule based on plant water needs is available from CIMIS or Mobile Lab. The use of drip irrigation should be considered for all planter areas that have a shrub density that will cause excessive spray interference of an overhead irrigation system. Use flow reducers to mitigate broken heads next to sidewalks, streets, and driveways. (BMP S2)

10. Plants with similar water requirements shall be grouped together in order to reduce excessive irrigation runoff and promote surface filtration, where possible. (BMP S3)

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80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 15            MAP - LANDSCAPE PLOT PLAN (cont.) (cont.)            INEFFECT

The Landscape plot plan my include the requirements of any other minor plot plan required by the subdivision conditions of approval. However, minor plot plan conditions of approval shall be cleared individually.

Landscaping plans for areas that are totally within the road right-of-way shall be submitted to the Planning and Transportation Departments.

80.PLANNING. 17            MAP - MODEL HOME COMPLEX            INEFFECT

A plot plan application shall be submitted to the County Planning Department pursuant to Section 18.30.a.(1) of County Ordinance No. 348 (Plot Plans not subject to the California Environmental Quality Act and not subject to review by any governmental agency other than the Planning Department), along with the current fee.

The Model Home Complex plot plan shall contain the following elements:

1. An engineer's scaled plan showing the model home lots, lot numbers, tract number, and north arrow.
2. Show front, side and rear yard setbacks.
3. Provide two dementioned off street parking spaces per model and one parking space for office use. The plan must have one accessible parking space.
4. Show detailed fencing plan including height and location.
5. Show typical model tour sign locations and elevation.
6. Six (6) sets of photographic or color laser prints (8" X 10") of the sample board and colored elevations shall be submitted for permaanent filing and agency distribution after the Plannning Department has reviewed and approved the sample board and colored elevations in accordance with the approved Design Manual and other applicable standards. All writing must be legible. Six (6) matrix sheets showing structure colors and texture schemes shall be submitted.
7. Provide a Model Home Complex landscape and irrigation plan.

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80.PLANNING. 17 MAP - MODEL HOME COMPLEX (cont.)

INEFFECT

NOTES: The Model Home Complex plot plan shall not be approved without Final Site Development Plan approval, or concurrent approval of both. See the Planning Department Model Home Complex application for detailed requirements.

The requirements of this plot plan may be incorporated with any minor plot plan required by the subdivision's conditions of approval. However, this MODEL HOME COMPLEX condition of approval shall be cleared individually.

80.PLANNING. 18 MAP - BUILDING SEPARATION 2

INEFFECT

Building separation between all buildings shall not be less than ten (10) feet. Additional encroachments are only allowed as permitted by County Ordinance No. 348.

80.PLANNING. 19 MAP - FINAL SITE PLAN

INEFFECT

A plot plan application shall be submitted to the County Planning Department pursuant to Section 18.30.a.(1) of County Ordinance No. 348 (Plot Plans not subject to the California Environmental Quality Act and not subject to review by any governmental agency other than the Planning Department), along with the current fee.

Subdivision development shall conform to the approved and adopted Countywide Design Standards & Guidelines.

The plot plan shall be approved by the Planning Director prior to issuance of building permits for lots included within that plot plan.

The plot plan shall contain the following elements:

1. A final site plan (40' scale precise grading plan) showing all lots, building footprints, setbacks, mechanical equipment and model assignments on individual lots.
2. Each model floor plan and elevations (all sides).
3. Six (6) sets of photographic or color laser prints (8" x 10") of the sample board and colored elevations shall be

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Plat 1116 County 1MS  
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80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 19

MAP - FINAL SITE PLAN (cont.)

INEFFECT

submitted for permanent filing and agency distribution after the Planning Department has reviewed and approved the sample board and colored elevations in accordance with the approved Design Manual and other applicable standards. All writing must be legible. Six (6) matrix sheets showing structure colors and texture schemes shall be submitted.

4. At a minimum there should be three different floor plans for tract maps with 50 or less units. Reverse floor plans are not included as different floor plan. For tract maps with from 51 to 99 units, there shall be at least four different floor plans. Tract maps with 100 units or more shall provide five different floor plans and an additional floor plan for every 100 dwelling units above 100 units. For development projects that are to constructed in phases, a phasing plan shall be submitted to assure that the requirements for the number of floor plans is being met.

5. Homes and garages shall be placed at varying distances from the street and have varying entry locations. Front yard setbacks shall average 20 feet and may be varied by up to 25%, in increments of any size. The minimum front yard setback shall not be less than 15 feet.

6. The colors and materials on adjacent residential structures should be varied to establish a separate identity for the dwellings. A variety of colors and textures of building materials is encouraged, while maintaining overall design continuity in the neighborhood. Color sample boards shall be submitted as a part of the application and review process.

7. All new residences with garages shall be provided with roll-up (i.e. on tracks) garage doors (either sectional wood or steel). At least 25% of the garage doors in any project should have windows.

NOTE: The requirements of this plot plan may be incorporated with any minor plot plan required by this subdivision's conditions of approval. However, this FINAL SITE DEVELOPMENT plot plan condition of approval shall be cleared individually.

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80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 20

MAP - Walls/Fencing Plans

INEFFECT

The land divider/permit holder shall file seven (7) sets of a Wall/Fencing Plan to the County Planning Department for review and approval. Said plan shall be submitted to the Department in the form of a plot plan application pursuant to County Ordinance No. 348, Section 18.30.a.(1) (Plot Plans not subject to the California Environmental Quality Act and not subject to review by any governmental agency other than the Planning Department), along with the current fee. The plan shall be in compliance with Section 18.12, and the TENTATIVE MAP conditions of approval.

THE WALL/FENCING PLANS SHALL SUBSTANTIALLY CONFORM TO THE APPROVED EXHIBIT F.

A. The plan shall show all project fencing including, but not limited to, perimeter fencing, side and rear yard fencing, and open space or park fencing. A typical frontal view of all fences shall be shown on the fencing plan.

B. All utility service areas and enclosures shall be screened from view with landscaping or decorative barriers or baffle treatments, as approved by the Planning Department.

C. Front yard return walls shall be constructed of masonry (slump stone or material of similar appearance, maintenance, and structural durability) and shall be a minimum of five feet in height.

D. Side yard gates are required on one side of front yard, and shall be constructed of wrought iron, wood, vinyl or tubular steel. Side and rear yard fencing shall be masonry, slump stone or other material of similar appearance, maintenance, and structural durability. Chain link fencing is not permitted. All construction must be of good quality and sufficient durability with an approved stain and/or sealant to minimize water staining. (Applicants shall provide specifications that shall be approved by the Planning Department).

E. All new residences constructed on lots of less than 20,000 square feet shall include rear and side yard fencing constructed of masonry block that is a minimum of five (5) feet in height. The maximum height of walls or fencing shall be six (6) feet in height. In the desert areas, block walls are discouraged on the perimeter in favor of

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Riverside County LMG  
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80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 20                      MAP - Walls/Fencing Plans (cont.)                      INEFFECT

increased setbacks with extensive drought tolerant landscaping, berms and fencing such as split rails.

F. Except for the desert areas, all lots having rear and/or side yards facing local streets or otherwise open to public view shall have fences or walls constructed of decorative block,

G. Corner lots shall be constructed with wrap-around decorative block wall returns. (Note: exceptions for the desert area discussed above.)

H. Side yard gates are required on one side of the home and shall be constructed of powder-coated wrought iron or tubular steel.

I. Wrought iron or tubular steel fence sections may be included within tracts where view opportunities and/or terrain warrant its use. Where privacy of views is not an issue, tubular steel or wrought iron sections should be constructed in perimeter walls in order to take advantage of casual view opportunities.

J. Return walls on Lots 1, 6, 12, 28, 30, 40, 44, 45, 49, 50, 63, 64, 70, 73, and 82 shall terminate at no more than 50% of the street side-yard frontage.

80.PLANNING. 21                      MAP - ENTRY MONUMENT PLOT PLAN                      INEFFECT

The land divider/permit holder shall file four (4) sets of an Entry Monument and Gate plot plan to the County Planning Department for review and approval. Said plan shall be submitted to the Department in the form of a plot plan application pursuant to County Ordinance No. 348, Section 18.30.a.(1) (Plot Plans not subject to the California Environmental Quality Act and not subject to review by any governmental agency other than the Planning Department), along with the current fee. The plan shall be in compliance with Section 18.12, and the TENTATIVE MAP conditions of approval.

The plot plan shall contain the following elements:

1. A color photosimulation of a frontal view of all/the entry monument(s) and gate(s) with landscaping.

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80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 21                      MAP - ENTRY MONUMENT PLOT PLAN (cont.)                      INEFFECT

2. A plot plan of the entry monuments) and/or gate(s) with landscaping drawn to an engineer's scale. If lighting is planned, the location of lights, their intended direction, and proposed power shall be indicated.

3. An irrigation plan for the entry monument(s) and/or gate(s).

NOTE: The requirements of this plot plan may be incorporated with any minor plot plan required by the conditions of approval for this subdivision. However, this ENTRY MONUMENT nd GATES PLAN condition of approval shall be cleared individually.

80.PLANNING. 22                      MAP - EXT ROW LS PLANS                      INEFFECT

Landscaping Plans for all exterior (perimeter) landscaping within the right-of-way, any right-of-way adjacent Open Space Areas/Lots, and entry medians shall be reviewed and approved by the Planning Department. These plans shall be in substantial conformance with the approved Comprehensive Landscaping Plan (EXHIBIT L).

80.PLANNING. 23                      MAP - INT ROW LS PLANS                      INEFFECT

Landscape Plans for each phase of development for all project interior landscaping within the right-of-way and any right-of-way adjacent Open Space Areas/Lots shall be reviewed and approved by the Planning Department prior to the issuance of the first building permit (including models) within each phase of development. The plans shall be in substantial conformance with the approved Comprehensive Landscape Plan (EXHIBIT L).

80.PLANNING. 24                      MAP - SLOPE LS INSTALL                      INEFFECT

Landscaping required on any private side or rear yard slope greater than three feet (3') in height shall be fully installed.

80.PLANNING. 25                      MAP - OFF-SITE ROW LS PLANS                      INEFFECT

Landscape Plans for off-site right-of-way along Stable Lane Way and Arnett Road shall be reviewed and approved by the Planning Department. These plans shall be in substantial conformance with the approved Comprehensive Landscape Plan

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80.PLANNING. 25                    MAP - OFF-SITE ROW LS PLANS (cont.)                    INEFFECT  
(EXHIBIT L).

TRANS DEPARTMENT

80.TRANS. 3                    MAP - GARAGE DOOR 1                    INEFFECT

Garage door setbacks for all residential zones shall be 20 feet for roll up doors, measured from the street right-of-way to the face of garage. If conventional swing out doors are used, an additional 4 feet will be required. Side entry garages shall comply with minimum building setback requirements.

90. PRIOR TO BLDG FINAL INSPECTION

BS GRADE DEPARTMENT

90.BS GRADE. 1                    MAP-G4.1E-CL 4:1 OR STEEPER                    INEFFECT

Plant and irrigate all manufactured slopes steeper than a 4:1 (horizontal to vertical) ratio and 3 feet or greater in vertical height with grass or ground cover; slopes 15 feet or greater in vertical height shall be planted with additional shrubs or trees as approved by the Building & Safety Department's Erosion Control Specialist.

90.BS GRADE. 2                    MAP-G4.2 1/2"/FT/3FT MIN                    INEFFECT

Finish grade shall be sloped to provide proper drainage away from all exterior foundation walls. The slope shall be not less than one-half inch per foot for a distance of not less than 3 feet from any point of exterior foundation. Drainage swales shall not be less than 1 1/2 inches deeper than the adjacent finish grade at the foundation.

FLOOD RI DEPARTMENT

90.FLOOD RI. 2                    MAP BMP - EDUCATION                    INEFFECT

The developer shall distribute environmental awareness education materials on general good housekeeping practices that contribute to protection of stormwater quality to all initial residents. The developer may obtain NPDES Public Educational Program materials from the District's NPDES Section by either the District's website [www.floodcontrol.co.riverside.ca.us](http://www.floodcontrol.co.riverside.ca.us), e-mail

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90. PRIOR TO BLDG FINAL INSPECTION

90.FLOOD RI. 2 MAP BMP - EDUCATION (cont.)

INEFFECT

fcnpdes@co.riverside.ca.us, or the toll free number 1-800-506-2555. Please provide Project number, number of units and location of development. Note that there is a five-day minimum processing period requested for all orders.

The developer must provide to the District's PLAN CHECK Department a notarized affidavit stating that the distribution of educational materials to the tenants is assured prior to the issuance of occupancy permits.

90.FLOOD RI. 3 MAP IMPLEMENT WQMP

INEFFECT

All structural BMPs described in the project-specific WQMP shall be constructed and installed in conformance with approved plans and specifications. It shall be demonstrated that the applicant is prepared to implement all non-structural BMPs described in the approved project specific WQMP and that copies of the approved project-specific WQMP are available for the future owners/occupants. The District will not release occupancy permits for any portion of the project exceeding 80% of the total recorded residential lots within the map or phase within the map prior to the completion of these tasks.

90.FLOOD RI. 4 MAP FACILITY COMPLETION

INEFFECT

The District will not release occupancy permits for any residential lot within the map or phase within the map until downstream drainage facilities are functional. The District will not release occupancy permits for any lot exceeding the 80% of the total recorded residential lots within the map or phase within the map prior to the District's acceptance of the downstream drainage system for operation and maintenance.

PLANNING DEPARTMENT

90.PLANNING. 3 MAP - LANDSCAPING COMPLIANCE

INEFFECT

The land divider/permit holder's landscape architect or other state licensed party responsible for preparing the landscape and irrigation plans shall provide a Compliance Letter to the County Planning Department and the County Department of Building and Safety stating that the landscape and irrigation system has been installed in

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90. PRIOR TO BLDG FINAL INSPECTION

90.PLANNING. 3                    MAP - LANDSCAPING COMPLIANCE (cont.)                    INEFFECT

compliance with the approved landscaping and irrigation plans. The Compliance letter shall be submitted at least three (3) working days prior to final inspection of the structure or issuance of occupancy permit, whichever comes first.

90.PLANNING. 4                    MAP - QUIMBY FEES (2)                    INEFFECT

The land divider/permit holder shall present certification to the Riverside County Planning Department that payment of parks and recreation fees and/or dedication of land for park use in accordance with Section 10.35 of County Ordinance No. 460 has taken place. Said certification shall be obtained from the County of Riverside Economic Development Agency (EDA) for CSA No. 152A.

90.PLANNING. 5                    MAP - CONCRETE DRIVEWAYS                    INEFFECT

The land divider/permit holder shall cause all driveways to be constructed of cement concrete.

90.PLANNING. 6                    MAP - FENCING COMPLIANCE                    INEFFECT

Fencing shall be provided throughout the subdivision in accordance with the approved final site development plans.

90.PLANNING. 11                    MAP - SKR FEE CONDITION                    INEFFECT

Prior to the issuance of a certificate of occupancy, or upon building permit final inspection, whichever comes first, the land divider/permit holder shall comply with the provisions of Riverside County Ordinance No. 663, which generally requires the payment of the appropriate fee set forth in that ordinance. The amount of the fee required to be paid may vary, depending upon a variety of factors, including the type of development application submitted and the applicability of any fee reduction or exemption provisions contained in Riverside County Ordinance No. 663. Said fee shall be calculated on the approved development project which is anticipated to be 31.4 acres (gross) in accordance with TENTATIVE MAP. If the development is subsequently revised, this acreage amount may be modified in order to reflect the revised development project acreage amount. In the event Riverside County Ordinance No. 663 is rescinded, this condition will no longer be applicable. However, should Riverside County

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90.PLANNING. 11            MAP - SKR FEE CONDITION (cont.)            INEFFECT

Ordinance No. 663 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that ordinance shall be required.

90.PLANNING. 13            MAP- ROLL-UP GARAGE DOORS            INEFFECT

All residences shall have automatic roll-up garage doors.

90.PLANNING. 14            MAP - EXT ROW LS INSTALL            INEFFECT

Landscaping for all exterior (perimeter) landscaping within the right-of-way, any right-of-way adjacent Open Space Areas/Lots, and entry medians shall be fully installed prior to the first building final inspection clearance (including any model). Landscaping shall be installed in conformance with the approved landscaping plans.

90.PLANNING. 15            MAP - INT ROW LS INSTALL            INEFFECT

Landscaping for all interior landscaping within the right-of-way and any right-of-way adjacent Open Space Areas/Lots shall be fully installed prior to the first building final inspection clearance (not including models) for each phase of development. Landscaping shall be installed in conformance with the approved landscaping plans.

90.PLANNING. 16            MAP - OFF-SITE ROW LS INSTALL            INEFFECT

Off-site landscaping within the right-of-way along Stable Lane Way and Arnett Road shall be fully installed prior to the first building final inspection clearance (including any model). Landscaping shall be installed in conformance with the approved landscape plans.

TRANS DEPARTMENT

90.TRANS. 1            MAP - 80% COMPLETION            INEFFECT

Occupancy releases will not be issued to Building and Safety for any lot exceeding 80% of the total recorded residential lots within any map or phase of map prior to completion of the following improvements:

- a) Primary and Alternate (secondary) access roads

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90. PRIOR TO BLDG FINAL INSPECTION

90.TRANS. 1

MAP - 80% COMPLETION (cont.)

INEFFECT

shall be completed and paved to finish grade according to the limits indicated in the improvement plans and as noted elsewhere in these conditions.

- b) Interior roads shall be completed and paved to finish grade according to the limits indicated in the improvement plans and as noted elsewhere in these conditions. All curbs, gutters, sidewalks and driveway approaches shall be installed.
- c) Storm drains and flood control facilities shall be completed according to the improvement plans and as noted elsewhere in these conditions. Written confirmation of acceptance for use by the Flood Control District, if applicable, is required.
- d) Water system, including fire hydrants, shall be installed and operational, according to the improvement plans and as noted elsewhere in these conditions. All water valves shall be raised to pavement finished grade. Written confirmation of acceptance from water purveyor is required.
- e) Sewer system shall be installed and operational, according to the improvement plans and as noted elsewhere in these conditions. All sewer manholes shall be raised to pavement finished grade. Written confirmation of acceptance from sewer purveyor is required.
- f) Landscaping and irrigation, water and electrical systems shall be installed and operational in accordance with County Ordinance 461.

90.TRANS. 3

MAP - STREET SWEEPING

INEFFECT

Street sweeping annexation or inclusion into CSA or similar mechanism as approved by the Transportation Department shall be completed.

90.TRANS. 4

MAP - STREET LIGHTS INSTALL

INEFFECT

Install streetlights along the streets associated with development in accordance with the approved street lighting plan and standards of County Ordinance 460 and 461. For

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90. PRIOR TO BLDG FINAL INSPECTION

90.TRANS. 4                      MAP - STREET LIGHTS INSTALL (cont.)                      INEFFECT

projects within Imperial Irrigation District (IID) use (IID's) pole standard.

Street light annexation into L&LMD or similar mechanism as approved by the Transportation Department shall be completed.

It shall be the responsibility of the Developer to ensure that streetlights are energized along the streets of those lots where the Developer is seeking Building Final Inspection (Occupancy).

90.TRANS. 5                      MAP - UTILITY INSTALL                      INEFFECT

Electrical power, telephone, communication, street lighting, and cable television lines shall be placed underground in accordance with ordinance 460 and 461, or as approved by the Transportation Department. This also applies to existing overhead lines which are 33.6 kilovolts or below along the project frontage and between the nearest poles offsite in each direction of the project site.

A certificate should be obtained from the pertinent utility company and submitted to the Department of Transportation as proof of completion.

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #3.1**  
**GENERAL BUSINESS**  
**Meeting Date: September 11, 2013**

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**TO:** Mayor and City Council Members

**FROM:** Dan York, Public Works Director/City Engineer  
Matthew C. Bassi, Planning Director

**SUBJECT:** Change to Procedures for Processing Minor Changes to Tentative Maps

**STAFF REPORT**

**RECOMMENDATION**

Staff recommends that the City Council introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. \_\_\_\_\_  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, AMENDING SECTIONS 16.04.060  
AND 16.12.220 OF THE WILDOMAR MUNICIPAL CODE  
(SUBDIVISIONS) PERTAINING TO MINOR CHANGES TO  
APPROVED TENTATIVE MAPS

**DISCUSSION**

The Wildomar Municipal Code provides procedures for approving changes to approved tentative maps, plot plans, conditional use permits, public use permits, second unit permits, mobile home permits, and variances. The procedures for approving changes to approved tentative maps are found in Sections 16.12.210 and 16.12.220 of the Code, while the procedures for changes to approved plot plans, conditional use permits, public use permits, second unit permits, mobile home permits, and variances are found in Chapter 17.228.

The procedures that apply to changes to the above listed approvals depend upon the scope of the change. Substantial changes to a map or permit (a “revised tentative map” or a “revised permit”) must be processed in the same manner as the original approval (Sections 16.12.210, 17.228.050). This proposed ordinance makes no changes to the procedures for processing revised tentative maps or revised permits.

The procedures that apply to non-substantial changes differ depending on whether the change is to a map or a permit. Section 17.228.050 provides that a request for a non-substantial modification to an approved permit (a “substantial conformance”) may be approved, conditionally approved or disapproved by the Planning Director. Non-

substantial changes to an approved map (a “minor change”), on the other hand, must be approved by the Planning Commission or the City Council.

This proposed ordinance amends Section 16.12.220 of the Wildomar Municipal Code to allow the Planning Director and City Engineer to approve minor changes to approved tentative maps. The proposed revisions to Section 16.12.220 will allow minor changes to approved tentative maps to be processed in essentially the same manner as substantial conformances for other planning approvals under Section 17.228.050. The Planning Director and City Engineer will have 30 days from the receipt of a complete application for a minor change to approve, conditionally approve, or disapprove the requested change. The decision must be based on the standards that applied to the original map approval, and a minor change can only be approved or conditionally approved “if they determine that the minor change is consistent with the spirit and intent of the original approval and does not change the effects of the approval on surrounding property.” The decision of the Planning Director and City Engineer is appealable to the Planning Commission.

This will create consistency between how substantial conformances and minor changes are processed and allow those who are seek a minor change to an approved map to benefit from the expedited processing that is offered to those seeking a substantial conformance to an approved permit. Minor changes include changes to lot lines, lot design, street alignment, building pad location, or grading proposals, provided the basic design concept of the approved tentative map is retained. A minor change can reduce, but not increase, the number of lots. A minor change may also be used to alter or delete conditions of approval. Given the limited scope of a minor change, staff feels it is appropriate to allow expedited processing and approval of minor changes.

The proposed ordinance also amends the definition of “minor change” in Section 16.04.060. The proposed ordinance deletes a sentence from the definition held over from the County Code that pertains to certain assessment districts and CFD’s that that do not exist within the City of Wildomar. Also, the definition is amended to provide some clarity as to when conditions of approval may be altered or deleted through a minor change. The existing definition states they may be altered or deleted if “no longer appropriate or necessary.” The proposed ordinance changes this to clarify that any condition of approval may be altered or deleted through a minor change “provided that the altered or deleted condition does not change the impacts of the project on the surrounding property.”

#### **FISCAL IMPACTS:**

There are no fiscal impacts to the City related to this action.

Submitted by:  
Dan York  
Public Works Director/City Engineer

Submitted by:  
Matthew C. Bassi  
Planning Director

Approved by:  
Gary Nordquist  
City Manager

**ATTACHMENTS**

- A. Draft City Council Ordinance
- B. Strike-Out Version of Proposed Changes

## **ATTACHMENT A**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, AMENDING SECTIONS 16.04.060  
AND 16.12.220 OF THE WILDOMAR MUNICIPAL CODE  
(SUBDIVISIONS) PERTAINING TO MINOR CHANGES TO  
APPROVED TENTATIVE MAPS**

**THE WILDOMAR CITY COUNCIL DOES ORDAIN AS FOLLOWS:**

**SECTION 1.     CEQA Findings.**

The City Council finds and determines that the approval of this Ordinance is not a “project” subject to the California Environmental Quality Act (“CEQA”) as that term is defined in CEQA Guideline 15378 because it has no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. This Ordinance changes the administrative procedures that are followed for a minor change to an approved tentative map. It does not approve any minor changes to approved tentative maps.

**SECTION 2.     Amendment to the Municipal Code**

Section 16.04.060(B) is amended to replace the definition of “minor change” with the following:

“Minor change” means a minor modification of an approved tentative map that includes, but is not limited to, a change to: lot lines, lot design, street alignment, building pad location, or grading proposals, provided the basic design concept of the approved tentative map is retained. A minor change may decrease, but not increase, the number of approved lots. A minor change may alter or delete any condition of approval provided that the altered or deleted condition does not change the impacts of the project on the surrounding property.

**SECTION 3.     Amendment to the Municipal Code**

Section 16.12.220 of the Wildomar Municipal Code is amended in its entirety to read as follows:

**16.12.220 Minor Changes.**

- A. A request for approval of a minor change to an approved tentative map shall be filed with the Planning Department, accompanied by the fee specified in Chapter 3.44.

- B. The Planning Director and City Engineer shall approve, conditionally approve, or disapprove an application for a minor change to an approved tentative map within 30 days after accepting a completed application, and give notice of the decision by mail to the applicant and any other person who has filed a written request for notice. An application for a minor change shall not require a public hearing.
- C. The decision of the Planning Director and City Engineer shall be based on the standards applicable to the approval of the original application for the tentative map. The Planning Director and City Engineer may approve or conditionally approve a minor change if they determine that the minor change is consistent with the spirit and intent of the original approval and does not change the effects of the approval on surrounding property.
- D. The decision of the Planning Director and City Engineer shall be final, unless appealed to the Planning Commission. Appeals shall be filed and processed as provided in Section 16.12.160(B).
- E. The approval of a minor change by the Planning Director and City Engineer shall not affect the time period within which the land divider must prepare, file and record the final map, in accordance with the adopted conditions of approval.

### **SECTION 3.      Effective Date of the Ordinance.**

This Ordinance shall take effect and be in full force and operation 30 days after its second reading and adoption.

### **SECTION 4.      Severability.**

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

### **SECTION 5.      City Clerk Action**

The City Clerk is authorized and directed to cause this Ordinance to be published within 15 days after its passage in a newspaper of general circulation and circulated

within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

---

Timothy Walker  
Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

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Thomas D. Jex  
City Attorney

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Debbie A. Lee, CMC  
City Clerk

# ATTACHMENT B

## STRIKE-OUT VERSION OF PROPOSED CHANGES

(deletions are struck out, additions are underlined in red)

### Section 16.04.060

“Minor change” means a minor modification of an approved tentative map that includes, but is not limited to, a change in to: lot lines, lot design, ~~or~~ street alignment, building pad location, or grading proposals, provided that the basic design concept of the approved tentative map is retained. A minor change may decrease, but not increase, the number of approved lots. A minor change may alter or delete any condition of approval ~~which is no longer appropriate or necessary~~ provided that the altered or deleted condition does not change the impacts of the project on the surrounding property. ~~Notwithstanding the above, or any other provision herein to the contrary, a request to alter or delete a condition of approval of any approved tentative map within the boundaries of the following districts shall, in all instances, be considered a minor change: Assessment District No. 159, Assessment District No. 161, Community Facilities District No. 84-2, Community Facilities District No. 86-1, Community Facilities District No. 87-1, Community Facilities District No. 87-5 and Community Facilities District No. 88-8.~~

### Section 16.12.220

A. A request for approval of a minor change to an approved tentative map shall be filed with the Planning Department, accompanied by the fee specified in Chapter 3.44.

B. The Planning Director and City Engineer shall ~~make a written recommendation thereon to the Planning Commission, or to the City Council as provided in Section 16.04.020(C), and shall notice a public hearing in accordance with Section 16.12.140 unless the underlying map did not previously require such a hearing.~~ approve, conditionally approve, or disapprove an application for a minor change to an approved tentative map within 30 days after accepting a completed application, and give notice of the decision by mail to the applicant and any other person who has filed a written request for notice. An application for a minor change shall not require a public hearing.

C. ~~The Planning Commission or the City Council may decide the matter when it first appears on the agenda, or it may continue the matter with or without the consent of the land divider.~~ The decision of the Planning Director and City Engineer shall be based on the standards applicable to the approval of the original application for the tentative map. The Planning Director and City Engineer may approve or conditionally approve a minor change if they determine that the minor change is consistent with the spirit and intent of the original approval and does not change the effects of the approval on surrounding property.

D. The decision of the Planning Commission Director and City Engineer shall be final, unless the decision is appealed to the ~~City Council~~ Planning Commission. ~~In the~~

~~event of such an appeal, the Council shall hear the matter in the above-described manner.~~ Appeals shall be filed and processed as provided in Section 16.12.160(B).

E. The approval of a minor change by the Planning Commission ~~or the City Council~~ Director and City Engineer shall not affect the time period within which the land divider must prepare, ~~and file~~ and record the final map, in accordance with the adopted conditions of approval.

**WILDOMAR CEMETERY DISTRICT  
REGULAR MEETING MINUTES  
AUGUST 14, 2013**

**CALL TO ORDER**

The regular session of August 14, 2013, of the Wildomar Cemetery District Board of Trustees was called to order by Chairman Walker at 7:53 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

Trustees Roll Call showed the following Members in attendance: Chairman Walker, Vice Chairman Swanson, Trustees Benoit, Cashman, and Moore. Members absent: None.

Staff in attendance: General Manager Nordquist, District Counsel Jex, and Clerk of the Board Lee.

**PUBLIC COMMENTS**

There were no speakers.

**BOARD COMMUNICATIONS**

There were no reports.

**APPROVAL OF THE AGENDA AS PRESENTED**

**A MOTION** was made by Trustee Benoit, seconded by Trustee Moore, to approve the agenda as presented.

**MOTION** carried, 5-0.

**4.0 CONSENT CALENDAR**

**A MOTION** was made by Vice Chairman Swanson, seconded by Trustee Benoit, to approve the Consent Calendar as presented.

**MOTION** carried, 5-0.

**4.1 Minutes – July 10, 2013 Regular Meeting**

Approved the Minutes as submitted.

#### **4.2 Warrant Register**

Approved the following:

1. Warrant Register dated 07-03-13, in the amount of \$7,013.42
2. Warrant Register dated 07-03-13, in the amount of \$30.58;
3. Warrant Register dated 07-11-13, in the amount of \$1,726.17;
4. Warrant Register dated 07-11-13, in the amount of \$93.75;
5. Warrant Register dated 07-18-13, in the amount of \$220.39; &
6. Warrant Register dated 07-18-13, in the amount of \$135.50.

#### **4.3 Treasurer's Report**

Approved the Treasurer's Report for June, 2013.

### **5.0 PUBLIC HEARINGS**

There were no items scheduled.

### **6.0 GENERAL BUSINESS**

There were no items scheduled.

### **GENERAL MANAGER REPORT**

There was nothing to report.

### **FUTURE AGENDA ITEMS**

There were no items.

**ADJOURN WILDOMAR CEMETERY DISTRICT**

There being no further business Chairman Walker declared the meeting adjourned at 7:54 p.m.

Submitted by:

Approved by:

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Debbie A. Lee, CMC  
Clerk of the Board

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Timothy Walker  
Chairman

**WILDOMAR CEMETERY DISTRICT**  
**Agenda Item #4.2**  
**CONSENT CALENDAR**  
**Meeting Date: September 11, 2013**

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**TO:** Chairman and Board of Trustees  
**FROM:** Misty V. Cheng, Controller  
**SUBJECT:** Warrant Registers

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 08-01-13, in the amount of \$28.19;
2. Warrant Register dated 08-01-13, in the amount of \$151.46;
3. Warrant Register dated 08-15-13, in the amount of \$2,776.2;
4. Warrant Register dated 08-22-13, in the amount of \$679.44; &
5. Warrant Register dated 08-29-13, in the amount of \$446.00.

**DISCUSSION:**

The Wildomar Cemetery District requires that the Trustees audit payments of demands and direct the General Manager to issue checks. The Warrant Registers are submitted for approval.

**FISCAL IMPACT:**

These Warrant Registers will have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the Fiscal Year 2013-14 Budgets.

Submitted by:  
Misty V. Cheng  
Controller

Approved by:  
Gary Nordquist  
General Manager

**ATTACHMENTS:**

Warrant Register dated August 1, 2013 x2  
Warrant Register dated August 15, 2013  
Warrant Register dated August 22, 2013  
Warrant Register dated August 29, 2013

vchlist  
08/01/2013 2:42:32PM

Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202440	8/1/2013	000475 THE SAN DIEGO UNION-TRIBUNE, LLC	62713		REISSUE PMT LESS UNUSED CXL :	28.19
					Total :	28.19
1	Vouchers for bank code :	wf			Bank total :	28.19
1	Vouchers in this report				Total vouchers :	28.19

Page: 1

Voucher List  
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202441	8/1/2013	000367 CINTAS CORPORATION	55623080		STAFF UNIFORM MAINTENANCE	30.58
			55625694		STAFF UNIFORM MAINTENANCE	30.58
					Total :	61.16
202442	8/1/2013	000186 RIGHTWAY	726968		7/11/13-8/7/13 CEMETERY RESTRM	77.80
					Total :	77.80
202443	8/1/2013	000368 WHITNEY'S DRINKING WATER	71713		CEMETERY DRINKING WATER	12.50
					Total :	12.50
3 Vouchers for bank code : wf					Bank total :	151.46
3 Vouchers in this report					Total vouchers :	151.46

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08/15/2013 4:25:38PM

Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202481	8/15/2013	000367 CINTAS CORPORATION	55628270		STAFF UNIFORM MAINTENANCE	30.58
			55630879		STAFF UNIFORM MAINTENANCE	30.58
			55633454		STAFF UNIFORM MAINTENANCE	30.58
					Total :	91.74
202482	8/15/2013	000011 CR&R INC.	266766		AUG 2013 WASTE SERVICES 3YD (	126.62
					Total :	126.62
202483	8/15/2013	000022 EDISON	072713		6/26/13-7/26/13 CEMETERY ELECTF	142.71
					Total :	142.71
202484	8/15/2013	000012 ELSINORE VALLEY MUNICIPAL, WATER	6232651		6/20/13-7/25/13 CEMETERY WATER	1,835.92
					Total :	1,835.92
202485	8/15/2013	000379 HOME DEPOT CREDIT SERVICES	5028869		LATE FEE	20.00
					Total :	20.00
202486	8/15/2013	000067 PETTY CASH	12813		MAINTENANCE SUPPLIES	31.30
			12813B		MAINTENANCE SUPPLIES	55.56
			20413		NON-DEPARTMENTAL SUPPLIES	26.87
			30713		NON-DEPARTMENTAL SUPPLIES	46.00
			31913		KEY COPY	2.12
			70313		NON-DEPARTMENTAL SUPPLIES	64.76
			7650		MAINTENANCE SUPPLIES	14.00
			80813		PETTY CASH SHORTAGE	0.09
					Total :	240.70
202487	8/15/2013	000186 RIGHTWAY	728152		8/8/13-9/4/13 CEMETERY RESTRM I	77.80
					Total :	77.80
202488	8/15/2013	000094 STAUFFERS LAWN EQUIPMENT	201080		CEMETERY DEPARTMENTAL SUPP	40.60
					Total :	40.60
202489	8/15/2013	000020 VERIZON	71913		7/19/13-8/18/13 CEMETERY VOICE/I	169.15
					Total :	169.15
202490	8/15/2013	000368 WHITNEY'S DRINKING WATER	73113		CEMETERY DRINKING WATER	18.75

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Voucher List  
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202490	8/15/2013	000368 WHITNEY'S DRINKING WATER	(Continued) 81413		CEMETERY DRINKING WATER	12.25
Total :						31.00
10 Vouchers for bank code : wf						Bank total : 2,776.24
10 Vouchers in this report						Total vouchers : 2,776.24

vchlist  
08/22/2013 2:34:49PM

Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202505	8/22/2013	000240 ALWAYS RELIABLE BACKFLOW	8-2413		CEMETERY ANNUAL BACKFLOW T	50.00
					Total :	50.00
202506	8/22/2013	000367 CINTAS CORPORATION	5636071		STAFF UNIFORM MAINTENANCE	30.58
					Total :	30.58
202507	8/22/2013	000378 TEMECULA VALLEY PIPE & SUPPLY	513403		CEMETERY DEPARTMENTAL SUPP	537.67
					Total :	537.67
202508	8/22/2013	000545 THE SINGLE SOURCE SOLUTION!, BATT 12-109225			CEMETERY MAINTENANCE DEPT S	61.19
					Total :	61.19
4 Vouchers for bank code : wf					Bank total :	679.44
4 Vouchers in this report					Total vouchers :	679.44

Page: 1

vchlist  
08/29/2013 3:45:28PM

Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202522	8/29/2013	000028 CALPERS	1067		SEPT 2013 CEMETERY RETIREE HI	446.00
Total :						446.00
1 Vouchers for bank code : wf						Bank total : 446.00
1 Vouchers in this report						Total vouchers : 446.00

Page: 1

**WILDOMAR CEMETERY DISTRICT**  
**Agenda Item #4.3**  
**CONSENT CALENDAR**  
**Meeting Date: September 11, 2013**

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**TO:** Chairman and the Board of Trustees

**FROM:** Misty V. Cheng, Controller

**SUBJECT:** Treasurer's Report

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the Board of Trustees approve the Treasurer's Report.

**DISCUSSION:**

Attached is the Treasurer's Report for Cash and Investments for the month of July, 2013.

**FISCAL IMPACT:**

None at this time.

Submitted by:  
Misty V. Cheng  
Controller

Approved by:  
Gary Nordquist  
General Manager

**ATTACHMENTS:**

Treasurer's Report

**CITY OF WILDOMAR  
TREASURER'S REPORT FOR  
CASH AND INVESTMENT PORTFOLIO  
July 2013**

**DISTRICT INVESTMENT**

<u>ISSUER</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>PERCENT OF PORTFOLIO</u>	<u>DAYS TO MAT.</u>	<u>STATED RATE</u>
EDWARD JONES	\$ 124,176.88	\$ 124,176.88	\$ 124,176.88	100.00%	0	0.000%
<b>TOTAL</b>	<b>\$ 124,176.88</b>	<b>\$ 124,176.88</b>	<b>\$ 124,176.88</b>	<b>100.00%</b>		

<u>ISSUER</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS/ PURCHASES</u>	<u>WITHDRAWALS/ SALES/ MATURITIES</u>	<u>ENDING BALANCE</u>	<u>STATED RATE</u>
EDWARD JONES	\$ 124,551.63	\$ 0.00	\$ (374.75)	\$ 124,176.88	0.000%
<b>TOTAL</b>	<b>\$ 124,551.63</b>	<b>\$ 0.00</b>	<b>\$ (374.75)</b>	<b>\$ 124,176.88</b>	

<b>TOTAL INVESTMENT</b>	<b>\$ 124,176.88</b>
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In compliance with the California Code Section 53646, as the General Manager of the Wildomar Cemetery District, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the District's expenditure requirements for the next six months.  
I also certify that this report reflects all Government Agency pooled investments and all District's bank balances.

\_\_\_\_\_  
Misty V. Cheng  
Controller

\_\_\_\_\_  
Date