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CITY OF MURRIETA
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APN 909-190-001

SUBDIVISION IMPROVEMENT AGREEMENT FOR

TENTATIVE PARCEL MAP 2022-2549 AND DEVELOPMENT PLAN 2022-2551

between

THE CITY OF MURRIETA, a municipal corporation,

and

ESTHER H. GIERSON, a widow

SUBDIVISION IMPROVEMENT AGREEMENT

Tentative Parcel Map 2022-2549 and Development Plan 2022-2551

This Subdivision Improvement Agreement for Tentative Parcel Map 2022-2549 and Development Plan 2022-2551 (“**Agreement**”) is entered into as of this ___ day of _____, 2025 (“**Effective Date**”), by and between the City of Murrieta, a municipal corporation (“**City**”) and Esther H. Gierson, a widow (“**Property Owner**”). City and Property Owner are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Property Owner warrants and represents to the City that Property Owner is the sole owner of the real property commonly known as 25190 Washington Avenue in the City of Murrieta which is the subject of Tentative Parcel Map 38310 (TPM-2022-2549) (“**TPM 2022-2549**”), Development Plan (DP-2022-2551), and Tentative Tract Map 39271 (MAP-2023-0010) (“**TTM 2023-0010**”) (collectively, the “**Property**”). The Property is legally described on Exhibit “A”.

B. On December 13, 2023, the Planning Commission adopted Planning Commission Resolution No. 23-16 approving an exemption from the California Environmental Quality Act (CEQA), Development Plan 2022-2551 and TPM 2022-2549 subject to conditions of approval (“**Conditions**”; collectively, “**Approvals**”) for the development of the Property.

C. On May 28, 2025, the Planning Commission adopted Planning Commission Resolution No. 2025-05 approving an exemption from the California Environmental Quality Act (CEQA) and TTM 2023-0010 subject to conditions of approval for the development of the Property.

D. The Approvals authorize the subdivision of approximately 20.63 gross acres into 2 numbered lots for the development of 107 detached condominium units and associated private street, recreation, open space, and infrastructure improvements subject to the Conditions (collectively “**Project**”).

E. At this time the Property Owner seeks approval of the final map for TPM 2022-2549 (“**Final Map**”) although Property Owner has not yet completed construction of the offsite improvements and other obligations required by the Conditions for the Project.

F. Pursuant to this Agreement, the Property Owner agrees that, at the time Property Owner obtains the Final Map, the Conditions are incomplete and acknowledges and agrees that Property Owner remains responsible to complete the Conditions pursuant to the Approvals despite the City’s approval of the Final Map. The incomplete physical improvements are collectively referred to herein as the “**Improvements**”. A summary of the Improvements and the Conditions of Approval are listed on Exhibit “B” which is attached hereto and incorporated herein and more particularly described in the conditions cross-referenced therein. The individual Improvements identified in the summary on Exhibit “B” are each referred to herein as a “**Component**”.

G. Property Owner additionally agrees that the tentative map needed for the condominium and junior accessory dwelling units will not be issued until the Property Owner has posted security in an amount sufficient to guaranty that the Improvements will be completed.

H. The Parties are entering into this Agreement to ensure that that Property Owner completes construction of each Component of the Improvements, while allowing Property Owner to receive the Final Map desired by Property Owner.

COVENANTS

Based upon the foregoing Recitals, which are incorporated herein by reference, and in consideration of City's approval of the Final Map for the Property, Property Owner agrees to timely perform all of its obligations as set forth herein.

Section 1. Effectiveness; Purpose. This Agreement shall not be effective unless and until the Parties execute and City records this Agreement in the Recorder's Office of the County of Riverside. Thereafter, prior to issuance of any permits for street improvements, Property Owner shall obtain the required Security Instruments (defined in Section 14) and shall thereafter cause the Improvements to be designed, engineered, permitted and constructed.

Section 2. Public Improvements. Performance of this Agreement, construction and conveyance of the accepted Improvements and the warranty bonds to the City shall constitute Property Owner's substantial compliance with the Approvals, satisfying Property Owner's obligation to construct the Improvements as set forth in this Agreement.

Section 3. Preparation and Approval of Plans and Specifications. Prior to the time described in Section 1, Property Owner shall cause plans and specifications (collectively, "**Plans**") to be prepared for the Improvements after the City Engineer has approved the Plans for the Improvements, and has confirmed that the Plans are consistent with the Conditions. Property Owner shall obtain at its cost all of the licenses and permits ("**Permits**") required by the City or any other governmental agency required for the construction of the Improvements in accordance with the Plans and shall provide copies of approved Plans and documentation of approval by any outside agencies to the City Engineer.

Section 4. Intent of Plans for the Improvements.

(a) The intent of the Plans is to prescribe the complete Improvements which Property Owner shall perform or cause to be performed in a manner acceptable to the City Engineer (or his/her designee) and in full compliance with all codes and the terms of this Agreement. Property Owner shall complete functional and operable improvements or facilities, even though the Plans may not specifically call out all items of work required for the contractor to complete its tasks, incidental appurtenances, materials, and the like. If any omissions are made or information necessary to carry out the full intent and meaning of the Plans is missing, Property Owner or its contractor shall immediately notify its design engineer who will contact the City Engineer, for furnishing of detailed instructions and approval. In the event of any doubt or question arising regarding the true meaning of any of the Plans, reference shall be made to the City Engineer whose decision thereon shall be final.

(b) All authorized alterations affecting the requirements and information given on the Plans shall be in writing and approved by the City Engineer. The Plans shall be supplemented by such working or shop drawings as are necessary to adequately control the work. Any proposed changes to the Plans shall also be approved by the associated regulatory agency, if required by the City Engineer or other law or regulation, prior to construction per said

change. Failure to obtain written approval of said change may result in the demolition and reconstruction of said improvement. Costs of such activities shall be borne by the Property Owner.

(c) The Property Owner shall retain the services of the civil engineer of record during the entire duration of construction for services including but not limited the RFIs, Submittal reviews, changes orders, etc. and shall provide certified Record Drawings prior to acceptance of the public improvements by City Council.

(d) Warranty of Improvement Plans and Specifications. Property Owner warrants that the plans and specifications for the Improvements shall conform to the Approvals together with all conditions made a part of such Approvals. Except as directed by City, Property Owner will warrant that the Plans can be relied upon to accomplish the Improvement work covered by this Agreement in a good, workmanlike manner and in accordance with accepted construction practices. Should the Plans at any time before final acceptance of the Improvements prove to be inadequate in any respect except to the extent said plans and specifications were directed by the City, Property Owner agrees to make such changes reasonably deemed necessary by City to complete the Improvements in a good, workmanlike manner and in accordance with accepted construction practices. Property Owner further agrees to make or cause to be made such engineering, soils and other reports as may be required by City.

(e) Ownership of Documents. All documents, data, studies, drawings, maps, models, photographs and reports specific to the Improvements identified herein prepared by Property Owner under this Agreement are City's property. Property Owner may retain copies of said documents and materials as desired, but must deliver all original materials to City upon City's written notice.

Section 5. Defective Work on the Improvements. Property Owner shall cause its contractor to repair, reconstruct, replace, or otherwise make acceptable any portion(s) of the Improvements which are found by the City Engineer to be defective as to materials or workmanship within one year following City's acceptance of that Improvement.

Section 6. No Warranty by City on the Improvements. The Plans for the Improvements will be prepared by or on behalf of Property Owner, or its consultants or contractors, and City will make no representation or warranty, express or implied, to Property Owner or to any other person regarding the adequacy of the Plans or related documents.

Section 7. Duty of Property Owner to Construct. Property Owner shall construct, or cause the Improvements to be constructed, at Property Owner's sole cost and expense, in accordance with the Plans. Property Owner shall perform all of its obligations hereunder and shall conduct all operations with respect to the construction of the Improvements in a good, workmanlike and manner, with the standard of diligence and care normally employed by duly qualified persons utilizing efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken, as determined by the City Engineer. Property Owner shall convey title to the completed Improvements to the City promptly upon acceptance of such Improvements by the City.

Section 8. Construction Requirements.

(a) Prevailing Wages. Property Owner shall be responsible for causing all contractors and subcontractors performing any work on the Improvements to comply with all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. With respect to any work subject to the requirement to pay prevailing wages, Property Owner shall require, and the specifications and contract documents shall require, all contractors, subcontractors, vendors, equipment operators and owner operators, as applicable, to the extent such individuals or entities are engaged to perform work on the Improvements, to pay at least general prevailing wage rates to all workers employed in the execution of the contract, to post a copy of the general prevailing wage rates at the job-site in a conspicuous place available to all employees and applicants for employment, and to otherwise comply with applicable provisions of the California Labor Code, Government Code, and the Public Contracts Code relating to general prevailing wage rates as required by the Plans. Property Owner expressly agrees to indemnify, defend, and hold the City, its elected officials, employees and agents (with attorneys selected by the City) free and harmless from any claims, penalties, or liabilities arising out of any failure or alleged failure to comply with prevailing wage laws.

(b) Contractor Insurance. Property Owner shall require each contractor and subcontractor, to the extent such individual or entity is engaged to perform work on the Improvements, to provide proof of insurance coverage satisfying the requirements of Section 15 below throughout the term of the construction of the Improvements. Rather than requiring its contractors to provide such insurance, Property Owner may elect to provide the same for the benefit of its contractors. Similarly, each contractor may elect to provide the same for the benefit of its subcontractors.

(c) Contractor Compliance. Property Owner shall comply, and shall cause each contractor, subcontractor, vendor, or equipment operator, to the extent such individual or entity is engaged to perform work on the Improvements, to comply with such other requirements relating to the construction of the Improvements as City may impose by written notification delivered to Property Owner, to the extent legally required as a result of changes in applicable federal, state or City laws, rules or procedures.

(d) Certified Payroll. With respect to any Improvements which require the payment of prevailing wages, Property Owner shall require, and the specifications and bid and contract documents shall require, all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such individuals or entities are engaged to perform work on the Improvements subject to prevailing wage requirements, to submit certified weekly payroll records to City Engineer promptly upon request and to furnish electronic certified payroll records to the Labor Commissioner.

(e) Licensed Contractors. Property Owner shall cause all of the Improvement to be constructed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed.

Property Owner shall provide proof to the City Engineer, at such intervals and in such form as the City Engineer may require, that the foregoing requirements have been satisfied as to the Improvements.

Section 9. Cost of Construction.

(a) Property Owner Responsible for All Costs of Construction of the Improvements. Property Owner shall be responsible for payment of all costs incurred for construction and installation of the Improvements.

(b) Payment to City for Cost of Related Inspection and Engineering Services for the Improvements. Property Owner shall compensate City for all of City's costs reasonably incurred in having its authorized representative make the usual and customary inspections of the Improvements. In addition, Property Owner shall compensate City for all design, plan check, and evaluation of any proposed or agreed-upon changes in the work. The procedures for deposit and payment of such fees shall be as established by the City Council. In no event shall Property Owner be entitled to additional inspections or a final inspection and acceptance of any of the Improvements until all City fees and charges have been fully paid, including without limitation, charges for applicable penalties and additional required inspections.

Section 10. Modifications to the Estimated Cost.

(a) Once the amounts of the Security Interests (defined in Section 14) have been approved, the cost of construction of any Component shall not exceed the amounts approved by the City by more than ten percent (10%) without Property Owner delivering written notice to the City Engineer.

(b) The City Engineer may demand, and Property Owner will comply with, an increase in the bond coverage to reflect the increased costs for constructing any of the Components to ensure adequate bonds are in place. To the extent such estimated costs exceed the Estimated Costs for such Component of the Improvements, the bonds applicable to such Component shall be increased by the difference.

Section 11. Inspection; Completion of Construction; Final Acceptance.

(a) The City Engineer shall have responsibility for inspecting the construction of the Improvements to insure that the construction is accomplished in accordance with the Plans approved by the City Engineer. City personnel shall have access to the construction at all reasonable times for the purpose of accomplishing such inspection.

(b) After Property Owner's contractor has completed a Component of the Improvements, Property Owner shall request a final inspection of such work. If items are found by the inspector to be incomplete or not in compliance with this Agreement or any of the requirements contained or referenced herein, City will inform the Property Owner of such items. After the contractor has completed these items, the procedure shall then be the same as specified above for the contractor's initial request for final inspection.

(c) No inspection or acceptance pertaining to specific parts of a Component shall be construed as final acceptance of any part until the overall final acceptance of

a Component is made by the City. Final acceptance shall not constitute a waiver by City of defective work subsequently discovered.

(d) Each Component may be completed by Property Owner at different times and the City agrees that it shall inspect and accept each Component (and release the bonds for each such Component) individually upon completion thereof by the Property Owner, without a requirement for completion of all of the Components.

Section 12. Continuous Work on the Improvements. After commencement of construction on one of the Improvements, Property Owner shall cause such work to be diligently pursued to completion, and shall not abandon the work for a consecutive period or more than sixty (60) days, events of Force Majeure excepted.

(a) Force Majeure. Notwithstanding the provisions of this Section above, Property Owner's time for commencement and completion of the Improvements shall be extended for the period of any enforced delay due to circumstances beyond the control and without the fault of Property Owner ("**Force Majeure**"), including, to the extent applicable, adverse weather conditions, flood, earthquakes, strikes, lockouts, epidemics or pandemics, acts of God, enemy action, civil commotion, acts or failures to act of a public agency (including City), fire or other casualty, failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body, changes in local, state or federal laws or regulations, lack of financing due to generally applicable economic conditions affecting the capital markets generally, and similar causes. With respect to any claim for Force Majeure, such claim shall be deemed timely made if written notice of a Force Majeure event is given to the other Party: (i) with respect to Force Majeure claimed as a result of a physical condition, within Ten (10) business days of the commencement of the grounds for the claim to a right to extend its time for performance hereunder, (ii) with respect to all other Force Majeure claimed, within six (6) months of the commencement of the grounds for the claim to a right to extend its time for performance hereunder, or (iii) within such other time period as may be accepted by the other Party in its sole discretion. The City Manager shall evaluate and approve or deny all claims to Force Majeure made by the Property Owner and the decision of the City Manager shall be final.

Section 13. Maintenance of Facilities Prior to Acceptance; Warranties. Property Owner shall maintain the Improvements in good and safe condition until their acceptance by City. Prior to the acceptance of each Component, which shall not be unreasonably withheld or delayed by the City following completion of such Component, Property Owner shall be responsible for maintaining the Improvements comprising such Component in proper operating condition, and shall perform such maintenance as the City Engineer reasonably determines to be necessary. As of the date of acceptance of each Component of the Improvements, Property Owner shall assign to City all of Property Owner's rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third persons with respect to such Component.

Section 14. Security.

(a) Required Security for Construction.

(i) Prior to issuance of the map needed for the condominium and junior accessory dwelling units, Property Owner shall furnish to City the following bonds or

letters of credit (“**Security Instruments**”) in the amounts approved by the City Engineer and under the terms set forth below. The amount of the Security Instruments shall be based on the City Engineer’s approval of Property Owner’s approximation of the actual cost to construct the Improvements assuming that the Improvements require the payment of prevailing wages. If City determines, in its reasonable discretion, that the Estimated Costs have changed, Property Owner shall adjust the Security Instruments in the amount requested by City. Property Owner’s compliance with this provision (Section 14.0) shall in no way limit or modify Property Owner’s indemnification obligations provided in this Agreement.

(A) As to each Component or group of Components, Property Owner shall provide a Security Instrument securing Property Owner’s faithful performance of such Component(s) of the Improvements (the “**Performance Bond**”), in the total amount equal to one hundred ten percent (110%) of the Estimated Costs. The Performance Bond(s) shall be in the form required by the City.

(B) As to each Component or group of Components, Property Owner shall provide a Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment (the “**Payments Bond**”) with respect to such Component(s) in a total amount equal to one hundred percent (100%) of the Estimated Costs. The Payment Bond(s) shall be in the form required by City.

(ii) Required Security Instruments for Maintenance and Warranty of the Improvements. Prior to the City Council’s acceptance of a Component of the Improvements, Property Owner shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance (the “**Warranty Bond**”), in the amount not less than fifteen percent (15%) of the Estimated Costs for all of the Components, or, as to any Component, the amount equal to 15% of the Estimated Costs for such Component, or the amount that is 15% of the actual construction costs for the Improvements, as approved by the City Engineer.

(b) Form of Security Instruments. All Security Instruments shall be in the amounts required under Section 14(a), shall meet the following minimum requirements and otherwise shall be in a form provided by City or otherwise approved by the City Attorney:

(i) Bonds. All bonds must be issued and executed by an insurance company or bank authorized to transact surety business in the State of California. Any insurance company acting as surety shall have a minimum rating of A or better according to the most recent Best Rating Guide or the Key Rating Guide and only if they are of a financial category Class VII or better. The Property Owner and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Improvements or any Component thereof, or the plans and specifications for the Improvements shall in any way affect its obligation on the Security Instruments.

(ii) General Requirements for all Security Instruments.

(A) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and

maintained) in the County of Riverside, State of California (and the Security Instrument shall so provide).

(B) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Property Owner's completing the Improvements as evidenced by the Notice of Completion.

(C) Each Security Instrument shall provide that changes may be made to the Improvements or any Component pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.

(c) Property Owner's Liability. While no action of Property Owner shall be required for City to realize on its security under any Security Instrument, Property Owner agrees to cooperate with City to facilitate City's realization under any Security Instrument, and to take no action to prevent City from such realization of any Security Instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Property Owner shall be liable for performance under this Agreement and for payment of the reasonable cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within thirty (30) days after receipt of a written demand, deliver to City such substitute security as City shall require satisfying the requirements in this Section 14.

(d) Repairs and Replacements. Property Owner shall repair or replace, as reasonably determined by City, Improvements and monuments destroyed or damaged by Property Owner's actions and shall repair or replace, as reasonably determined by City, any property damaged or destroyed by Property Owner. Any such repair or replacement shall be completed to City's reasonable satisfaction and approval, and at no cost to City and not limited by any surety bond required in this Agreement.

(e) Release of Security Instruments.

(i) City shall release, or partially release as applicable, the Performance Bond and Payment Bond in accordance with the requirements of Government Code Section 66499.7 or within any earlier time period required hereby when all of the following have occurred as to any Component of the Improvements:

(A) Property Owner has made written request for release and provided evidence of satisfaction of all other requirements in this Section 14(d);

(B) the Improvements associated with such Component have been accepted by the City Engineer or the City Council, which acceptance shall not be unreasonably withheld or delayed; provided that roadway, utility and park Improvements shall be deemed accepted by the City upon (1) inspection by the City Engineer and approval by the City Council which shall not be unreasonably withheld or delayed and (2) either (x) commencement of operation of such Improvements by the City, any water district or other special district or (y) use of such Improvements by the public.

(C) Property Owner has delivered the Warranty Bond with respect to such Component in a form acceptable to the City Engineer; and

(D) subject to the following sentences after passage of the time within which lien claims are required to be made pursuant to applicable laws, if lien claims have been timely filed with respect to such Component, City shall hold the Payment Bond until such claims have been resolved, Property Owner has provided a statutory bond, or otherwise as required by applicable law.

City shall release the Warranty Bond upon Property Owner's written request upon the expiration of the warranty period of 12 months from date of City Council acceptance provided no claims are outstanding at that time regarding defective work.

Section 15. Insurance Requirements. Without limiting or diminishing Property Owner's obligation to indemnify or hold City harmless, Property Owner shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of the construction required under this Agreement. The required proof of insurance must be provided to and approved by the City prior to the commencement of construction of the Improvements.

(a) Commercial General Liability. Property Owner shall maintain a policy of commercial general liability insurance to protect said Property Owner, its contractors and subcontractors and the City and its officers, agents and employees (“**City Parties**”) against loss from liability imposed by law, for damages on account of bodily injury, including death resulting therefrom suffered or alleged to have been suffered by any person or persons, other than employees, resulting directly or indirectly from the performance or execution of this contract or any subcontract thereunder, and also to protect Property Owner and contractor and the City and its parties against loss from liability imposed by law, for damage to any property, caused directly or indirectly by the performance and execution of this contract or of any subcontract related to the construction or maintenance of the Improvements. Said general liability insurance shall be maintained by the Property Owner in full force and effect during the entire period of performance under this contract in the amount of not less than \$5,000,000.00 per occurrence and no less than \$10,000,000.00 general aggregate. The **City of Murrieta and its officers, agents and employees** shall be named as “**Additional Insureds**” on Property Owner’s general liability insurance policies. Coverage for an additional insured shall not be limited to its vicarious liability.

(b) Vehicle Liability. Property Owner shall maintain liability insurance for all owned, non-owned, leased or hired vehicles in an amount not less than \$2,000,000 per occurrence, combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. This policy shall name by endorsement the City, its officers, employees, agents and representatives as additional insureds.

(c) Worker's Compensation Insurance. Property Owner shall maintain a policy of workers’ compensation insurance on a state approved policy form providing statutory benefits as required under the laws of the State of California for all labor employed by him or by any contractor or subcontractor under him who may come within the protection of such workers’ compensation insurance laws. At the time of execution of the contract agreement, the Property

Owner must provide the City with proof of Property Owner's and/or contractor's and/or subcontractor's workers' compensation insurance with employer's liability limits in an amount not less than \$1,000,000.00.

(d) Builder's Risk. Property Owner shall procure and shall maintain in force "all risks" builder's risk insurance including vandalism and malicious mischief, covering improvements in place and all material and equipment at the job site furnished under contract, but excluding contractor's, subcontractor's, and construction manager's tools and equipment and property owned by contractor's or subcontractor's employees, with limits in accordance with subsection (a) above.

(e) Pollution Insurance. Coverage shall be in an amount no less than \$2,000,000 per claim and in the aggregate. Coverage shall be extended a minimum of three (3) years beyond the term of the contract and such insurance shall contain all standard extensions customary for such policy and shall cover prior acts. For water franchise agreements, coverage shall include product liability for potable water with no lead exclusion.

All of the above policies of insurance shall be primary insurance and not contributing with any other insurance available to the City under any third party liability. The general liability and worker's compensation policies shall each waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. The City is entitled to thirty (30) days' prior written notice (10 days for cancellation due to non-payment of premium) of cancellation, material reduction, or non-renewal of the policy or policies. The applicable special endorsement is required. In the event any of said policies of insurance are cancelled or amended, Property Owner shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with these requirements to the City Engineer.

Property Owner must require all contractors and subcontractors to maintain the same policies of insurance that the Property Owner is required to maintain pursuant to this Agreement. The Property Owner shall not allow any contractors or subcontractor to commence work on this contract until all similar insurance and bonds required of the subcontractor have been obtained.

Section 16. Representations, Warranties, and Covenants of Property Owner. Property Owner makes the following representations, warranties and covenants for the benefit of City as of the date hereof:

(a) Authority. Property Owner represents and warrants that she is the sole owner of the Property and has the power and authority to enter into this Agreement.

(b) Binding Obligation. Property Owner represents and warrants that this Agreement is a valid and binding obligation of Property Owner and is enforceable against Property Owner in accordance with its terms, subject to bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(c) Completion of Improvements. Property Owner covenants that it will cause the Improvements to be completed in accordance with this Agreement.

(d) Compliance with Laws. Property Owner covenants that, while the Improvements are owned by Property Owner or required pursuant to this Agreement to be maintained by Property Owner, it will not commit, suffer or permit any of its agents, employees or contractors to commit any act to be done in, upon or to the Improvements in violation in any material respect of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the Property or the Improvements.

Section 17. Indemnification. Property Owner agrees to protect, indemnify, defend (with counsel selected by City) and hold City and its officers, employees and agents, and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs which City or its officers, employees and agents may suffer or which may be sought against or recovered or obtained from City, or its respective officers, employees or agents as a result of, by reason of, to the extent arising out of or in consequence of (a) the construction or installation of the Improvements; (b) the untruth or inaccuracy of any representation or warranty made by Property Owner in this Agreement or in any certifications delivered by Property Owner hereunder; (c) Property Owner's failure to perform the construction of the Improvements or to convey the Improvements to the City in accordance with the requirements of this Agreement; or (d) any act or omission of Property Owner or any of its contractors or subcontractors or their respective officers, employees or agents, in connection with the Improvements or this Agreement or its performance. If Property Owner fails to do so, City shall have the right, but not the obligation, to defend the same and charge all of the direct and incidental costs of such defense, including any attorneys' fees or court costs, to and recover the same from Property Owner. Such indemnity shall not extend to any loss resulting from the City's breach of this Agreement or from the City's negligence or willful misconduct.

Section 18. Property Owner as a Private Party. In performing under this Agreement, it is mutually understood that Property Owner is acting as a private party and not as an agent of City. City shall have no responsibility for payment to any contractor, subcontractor or supplier of Property Owner. Accordingly, this Agreement does not constitute a debt or liability of City. City shall not be obligated to advance or otherwise expend any of its own funds or pay any costs incurred in connection with the Project. Moreover, no official, employee or agent of City shall be personally liable to Property Owner, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Property Owner or its successors or on any obligations under the terms of this Agreement.

Section 19. Right-of-Way.

(a) Should any right-of-way be necessary for the construction and maintenance of the Improvements across real property owned by the Property Owner, or its successors or assigns, Property Owner shall dedicate such right-of-way to the City, or its designee, at no cost to the City. If for purposes of construction of any of the Improvements, an interest in, including without limitation, a right-of-way or easement, is required across real property not owned by the Property Owner ("**Required ROW**"), the Property Owner's responsibility to bond for and construct such Components of the Improvements shall be as set forth in this Section. Property Owner shall acquire the Required ROW from the then-current owners. If Property Owner is unable to acquire all or any portion of the Required ROW, Property Owner shall notify the City in writing ("**ROW Notice**") that it is unable to acquire such property or entry rights. As to any Required ROW, the City shall have a two year period from its receipt of the ROW Notice in which

to determine, in its sole discretion, whether to acquire the Required ROW through exercise of its powers of eminent domain. Evidence of its determination to exercise such powers shall be in the form of a resolution of necessity adopted by the City Council (“**Resolution of Necessity**”).

(b) Nothing in this Agreement shall impose any requirement upon the City to acquire the Required ROW; however, if the City Council fails to approve a Resolution of Necessity to acquire the Required ROW within two years of receipt of the ROW Notice, then in accordance with the provisions of Government Code Section 66462.5(b), the obligation of Property Owner to construct Improvements otherwise required to be constructed by this Agreement thereon shall be waived, and City shall promptly release the Security Instruments to the extent securing Improvements otherwise required to be performed upon the Required ROW. If the City does consider a Resolution of Necessity and diligently pursues acquisition of any Required ROW, Property Owner shall be required to fund all costs incurred by the City in connection with the acquisition of the Required ROW and, if the Required ROW is obtained, Property Owner will fulfill its obligation to construct the Improvements upon the Required ROW and the Security Instruments with respect to such Components of the Improvements to be constructed thereon shall remain in effect for a period of five years from the date of the Resolution of Necessity in the amount of the Estimated Cost to complete such Improvements upon the Required ROW.

(c) If at the expiration of the five (5) year period (a) the City has not acquired the Required ROW and the City is not then involved in litigation to acquire the Required ROW or (b) the City has determined not to pursue or has ceased to diligently pursue the action authorized by the Resolution of Necessity, then in accordance with the provisions of Government Code Section 66462.5, the obligation of Property Owner to construct Improvements otherwise required to be constructed by this Agreement thereon shall be waived, and City shall promptly release the Security Instruments to the extent securing Components of the Improvements otherwise required to be performed upon such Required ROW.

Section 20. Final Map Approval; Conditions. Nothing herein shall relieve Property Owner from complying with all other Conditions, the Approvals, or other requirements for the Project.

Section 21. Time for Construction of the Improvements.

(a) Commencement and Completion Dates for the Improvements. Property Owner shall commence with construction and complete the installation of the Improvements within eighteen months following City's approval of this Agreement; subject to (i) extensions of time for Force Majeure delay, and (ii) extensions of time granted upon mutual agreement of the City Engineer and Property Owner, in writing.

(b) Compliance with Plans and Applicable Laws. The Improvements shall be built by Consultant as shown on the Plans and shall be undertaken in compliance with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities.

Section 22. Default.

(a) Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Property Owner hereunder, such remedy shall be in addition to, and not exclusive of, City's right to pursue any other administrative, legal, or equitable remedy to which it may be entitled.

(b) Default. No party shall be in default hereunder unless it shall fail to perform any work required to be performed under this Agreement within the time period required hereby and such failure shall continue for a period of twenty (20) days after receipt of written notice of default from the other Party; provided, however, that if a longer period is reasonably required to perform the act for which a default is claimed, the non-defaulting party shall refrain from taking any legal or equitable action so long as the defaulting party begins to cure such default within the twenty (20) day period and diligently and continuously pursues such cure to completion.

(c) City Right to Perform Work. In addition to whatever other rights or remedies it may have for Property Owner's default hereunder, in the event Property Owner shall fail to timely perform any work required to be performed under this Agreement and such failure shall continue for the period of time specified in Section 22(b), City shall have the right to enter into the Property and perform any of the uncompleted work by force account or contract or both and thereupon recover from Property Owner or any Security Instrument, or both, the full reasonable cost and expense thereby incurred by City.

(d) Attorney's Fees and Costs. In the event that Property Owner fails to perform any obligation under this Agreement, Property Owner agrees to pay all reasonable costs and expenses incurred by City in securing performance of such obligations, including reasonable costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Property Owner's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related reasonable costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

Section 23. General Provisions.

(a) Relationship Between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between City and Property Owner.

(b) Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

(c) Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

(d) Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Property Owner include all personnel, employees, agents, successors, assigns and subcontractors of Property Owner, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

(e) Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

City:	City of Murrieta 1 Town Square Murrieta, CA 92562 Attention: City Engineer BMoehling@Murrietaca.gov
 with a copy to:	 Tiffany Israel, Esq. Aleshire & Wynder, LLP 1 Park Plaza, Suite 1000 Irvine, CA 92614 TIsrael@awattorneys.com
 Property Owner:	 Esther Gierson

with a copy to:

Depending upon the method of transmittal, notice shall be deemed received as follows: by messenger, as of the date delivered; by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail; and by email as of the date of the acknowledgement of the email.

(f) Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

(g) Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Property Owner of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Property Owner agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization or execution of this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization or execution of this Agreement.

(h) Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

(i) No Third Party Beneficiaries. This Agreement is intended to benefit only the parties hereto and their respective successors and assigns. Neither City nor Property Owner intend to create any third party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

(j) Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

(k) Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding.

(l) Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees. This section shall survive the termination or expiration of this Agreement.

(m) Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

(n) Successors and Assigns; Assignment. This Agreement shall run with the land and shall be binding upon successors and assigns of Property Owner owning all or any portion of the Property. Property Owner shall have the right, subject to the consent of the City, which shall not be unreasonably withheld or delayed, to assign this Agreement in connection with its sale of all or a portion of the Project to a homebuilder with the financial capacity and experience to obtain the Security Instruments and construct the Improvements required by this Agreement. Without limiting the foregoing, the City hereby consent to the future assignment of this Agreement to Century Communities of California, LLC ("Century"), if and when Century acquires fee title to the Property.

(o) Liability of Property Owner. No partner, employee or agent of Property Owner shall be personally liable to City or any successor in interest, in the event of any default or breach by Property Owner or for any amount which may become due to City or its successors or on any obligations under the terms of this Agreement.

(p) Non-discrimination. No consultant, contractor or subcontractor involved with constructing any of the Improvements shall discriminate against any employee or prospective employee with respect to such work in hiring, promotion, seniority, or any other terms and conditions of employment on the grounds of race, creed, color, national origin, ancestry, religion, sex, or marital status.

CITY:
CITY OF MURRIETA

PROPERTY OWNER:
ESTHER H. GIERSON, a widow

By: _____
Jeff Hitch, City Engineer

ATTEST

By: _____
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

**NOTE: PROPERTY OWNER SIGNATURES
SHALL BE DULY NOTARIZED**

Tiffany Israel, City Attorney

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MURRIETA, IN THE COUNTY OF

RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP NO. 6760, IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF

CALIFORNIA, AS PER MAP RECORDED IN BOOK 20, PAGES 84 AND 85 OF PARCEL MAPS, RECORDS OF

SAID COUNTY.

EXHIBIT “B”
IMPROVEMENTS AND COA’s

The Components of the Improvements, as shown on the COA for Development Plan 2022-2551, include:

Components
Streets/General
Drainage
Water/Reclaimed Water
Sewer
Offsite Sewer
Monuments
Grading

CONDITIONS OF APPROVAL FOR THE PROJECT

Docusign Envelope ID: 675E5F98-ECF5-4252-8C73-DB7279C4C7FD

CONDITIONS OF APPROVAL FOR TENTATIVE TRACT MAP 38310, (MAP-2023-00010) MAY 28, 2025

CONDITIONS OF APPROVAL

Tentative Tract Map No. 38310 proposes the subdivision of 15.81 acres into 107 lots for condominium purposes. Lot 1 would be 15.81 acres. Easements for private streets will be created for joint use reserved for the owner, its successors, assignees, and parcel owners of this map. Private Street A would be 0.96 acres, Private Street B would be 0.19 acres, and Private Street C would be 0.59 acres. All private streets will be easements for vehicle ingress and egress of residents, guests, and emergency vehicles. The existing single-family residence and associated structures in the southwestern portion of the Project site would remain and will be subdivided by the previously approved Tentative Parcel Map with no development or improvements proposed onsite. The Tentative Tract Map was designed to be consistent with the original Development Plan and Parcel Map approval in terms of unit count, unit pad locations, private street locations, open space areas (including Water Quality Basin), public street dedications along Washington Ave frontage and Adams Ave frontage, and on-site driveway locations. The tract map approval runs with the land and shall be binding upon OTM Murrieta LLC, or the owner of the subject property ("Permittee/Owner") and all subsequent successors in interest to the maximum extent permitted by law.

PLANNING:

1. The Permittee/Owner shall defend (with attorneys approved by the City), indemnify, and hold harmless the City of Murrieta, its agents, officers, and employees from any claims, damages, actions, or proceedings against the City or its agents, officers, or employees to attack, set aside, void, or annul an approval of the City, its advisory agencies, appeal boards, or legislative body concerning this approval. The City will promptly notify the permittee/owner of any such claim, action, or proceeding against the City and will cooperate fully in the defense.
2. Any fees due to the City of Murrieta for processing this project shall be paid to the City within thirty (30) calendar days of final action by the approval authority. Failure to pay such outstanding fees within the time specified shall invalidate any approval or conditional approval granted. No permits, site work, or other actions authorized by this action shall be processed by the City nor permitted, authorized, or commenced until all outstanding fees are paid to the City.
3. Pursuant to Section 711.4 of the State of California Fish and Game Code, the applicant is required to pay a \$50 handling fee and full Fish & Wildlife fee for their review, to the Riverside County Clerk/Recorder. Said fee shall be paid to the Clerk/Recorder of the County of Riverside at the time the Notice of Exemption is filed pursuant to Section 21152 of the Public Resources Code. If this fee is not paid, the approval of this project shall not be operative, vested, or final. In order to comply with State-mandated timelines for filing a Notice of Exemption, the above fee must be delivered to the Planning Division within two (2) working days after the date of final approval.
4. Tentative Tract Map No. 39271 shall record within two (2) years from the date of the approval, or it shall become null and void unless an extension of time is granted pursuant to Murrieta Development Code Section 16.80.
5. The tentative map shall comply with all mitigation measures included within the Conditions of

Approval as analyzed in the 15183 CEQA document as found in the approval for DP 2022-2551 (e.g. Cultural, Archeological, Biological).

6. The Permittee/Owner shall comply with all conditions of approval for Tentative Parcel Map 38310 (Case No. TPM-2022-2549) and the Conditions of Approval for DP 2022-2551.
7. The Permittee/Owner shall obtain approval of all necessary plans for on-site construction/grading on the subject property in accordance with the Murrieta Development Code. Such plans include but are not limited to grading plans.
8. Any proposed changes substantially different from this approval shall require an amendment to this approval (revised map).
9. The applicant shall pay all applicable mitigation fees or provide proof that all required fees have been paid in accordance with City policies and ordinances in effect at the time of permit.
10. The Applicant and Planning Division shall comply with the State of California Subdivision Map Act and all requirements of the City's Development Code, unless modified by the conditions listed herein.
11. The applicant, or any successor-in-interest to the land divider, shall be responsible for maintenance and upkeep of all slopes, trail easements, landscaped areas and irrigation systems within the land until such time as those operations are the responsibility of the individual homeowners, an owners/homeowner's association, or any other successor-in-interest.
12. The applicant, or any successor-in-interest to the land divider, shall be responsible for maintenance of any and all open space/park areas, including any trail easements required under these conditions until such time as the maintenance is taken over by an appropriate maintenance district.
13. If during initial ground disturbance activities paleontological resources are encountered a qualified paleontological monitor shall be retained, and have the authority, if necessary, to stop, redirect grading activities, and evaluate the significance of any paleontological resources discovered on the property. If significant paleontological resources are encountered, adequate funding shall be provided to collect, curate, and report on these resources. A report shall be submitted to the City of Murrieta within 60 days from the completion of grading.
14. The Applicant/property owner, prior to any grading or construction/development shall post a notice on the site in a location accessible to the public. The notice shall include the contact information of whom to contact with the developer/contractor and the City of Murrieta. This shall be made available to the public to address concerns with construction activities related to the development of this project, including but not limited to noise, dust control, contractor parking, equipment staging, and construction traffic.
15. Prior to the issuance of grading permits, the City shall verify that the following requirement is shown on the grading plans:

- The mitigation measures included within the Conditions of Approval, as analyzed in the 15183 CEQA document, as found in the approval for DP 2022-2551.
 - All the conditions of approval for Tentative Parcel Map 38310 (Case No. TPM-2022-2549) and the Conditions of Approval for DP 2022-2551
 - Conditions of Approval for this TTM 39271 (MAP-2023-00010)
16. Prior to the issuance of grading and building permits, the City shall verify that the following requirement is shown on the grading and/or building permit plans:
- If the Project is to have lighting during night hours, it shall be directed away from neighboring residential and agricultural properties. If night lighting is required during construction, shielding shall be incorporated to ensure ambient lighting in the adjacent lands is not increased.
17. Worker Environmental Awareness Program. All construction personnel and monitors who are not trained archaeologists or tribal cultural monitors shall be briefed regarding inadvertent discoveries prior to the start of construction activities. A basic PowerPoint presentation and handout or pamphlet shall be prepared in order to ensure proper identification and treatment of inadvertent discoveries. The purpose of the Workers Environmental Awareness Program (WEAP) training is to provide specific details on the kinds of archaeological and tribal cultural resource materials that may be identified during the construction of the project and explain the importance of and legal basis for the protection of significant archaeological and tribal cultural resources. Each worker shall also learn the proper procedures to follow in the event that cultural resources or human remains are uncovered during ground-disturbing activities. These procedures include work curtailment or redirection, and the immediate contact of the site supervisor, archaeological, and tribal cultural monitor(s).
18. Failure to abide by and faithfully comply with any and all the conditions attached to this approving action shall constitute grounds for revocation of said action by the City of Murrieta Planning Commission and/or City Council.

Prior to Recordation of the Final Map:

19. After approval of the Tentative Parcel Map and prior to the expiration of the map, the Permittee/Owner shall cause the real property included within the Tentative Parcel Map, or any part thereof, to be surveyed and a Final Map be submitted to the Engineering Department for review and approval for compliance with the approved tentative parcel map and all other Development Code requirements for the Single-Family Residential 2 (SF-2) zoning designation.
20. The Planning Division and Engineering Department shall review any final map to ensure compliance with the Tentative Parcel Map and Tentative Tract Map.
21. An application for street naming shall be submitted to the Planning Division for review and approval (allow for a minimum of 30-days for review by city staff).
22. Developer(s) shall prepare a statement to be provided to the potential buyers of each lot and

included in the rental agreement thereof, indication of the General Plan and zone designations for all properties abutting the project boundaries, with direction to contact the City of Murrieta concerning questions concerning potential uses of undeveloped property and indicating that zoning may be subject to future change. The form of the letter shall be reviewed and approved by the City of Murrieta as a condition of the Tract Map approval.

23. Any delinquent property taxes shall be paid prior to the recordation of the final map.
24. The subdivider/applicant shall submit the following documents to the City for review and approval by the City Attorney. A Property Owner's Association for the project shall be established for the maintenance of common areas, including open space areas, water quality basins and drainage courses, trails, and any private streets or parking areas.

A declaration of covenants, conditions, and restrictions; and a sample document conveying title to the purchaser of an individual lot or unit, which provides that, the CC&Rs are incorporated therein by reference.

The CC&Rs submitted for review shall (a) provide for a minimum term of 60 years, (b) provide for the establishment of a property owners association comprised of the owners of each individual lot or unit, (c) provide for ownership of the common area by either the property owners 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 provision shall apply:

The property owners association shall have the right to assess the owners of each individual lot or unit for the reasonable cost of maintaining the private streets and common areas 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 the assessment or other document creating the assessment lien.

This declaration shall not be terminated or substantially amended without prior written consent of the Development Services Director of the City of Murrieta or the City's successor-in-interest.

A proposed amendment shall be considered substantial if it affects the extent, usage or maintenance of the private streets, common areas, etc.

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.

In addition, the CC&Rs shall provide a method for the maintenance of the common areas privately maintained slopes, and drainage course within the final map, and shall provide to the extent they are not adequately enforced as to the requirements in these conditions of approval the City shall have the right thereupon to enforce them, at the cost of the owner(s). Once

approved, the declaration of covenants, conditions and restrictions shall be recorded at the same time that the final map is recorded.

Prior to the Issuance of Grading Permit:

25. The applicant shall comply with the provisions of any existing City ordinance established as a mitigation measure for the Stephens Kangaroo Rat.
26. Grading plans shall be reviewed by the Planning Division, Engineering Division, and any other Division that may have an interest in the grading activities, for compliance with the approved Tentative Tract Map, Tentative Parcel Map, and Development Plan permit.
27. All cut and fill slopes, or individual combinations thereof, which exceed ten feet in vertical height shall be modified by an appropriate combination of special terracing (benching) plan, increase slope ratio (i.e., 3:1), retaining walls, and/or slope planting combined with irrigation.
28. Prior to the issuance of any grading permits, the project proponent shall produce evidence acceptable to the Building Official that:

All construction vehicles or equipment, fixed or mobile, operated within 1,000 feet of a dwelling shall be equipped with properly operating and maintained mufflers.

All operations shall comply with the City of Murrieta's noise standards.

Stockpiling and/or vehicle staging areas shall be located as far as practicable from dwellings (e.g., Washington Avenue). Staging and parking of vehicles/equipment shall not be located along Adams Avenue or Brett Lane.

(Notations in the above format appropriately numbered and included with other notations on the front sheet of grading plans, will be considered as adequate evidence of compliance with this condition).

29. Prior to the issuance of grading permits, the Planning Division and any other applicable Division shall determine if fees are owed to the City. If so, any outstanding fees shall be paid by the applicant/developer.
30. Prior to the issuance of grading permits, a wall and fencing plan (separate application/fees) shall be submitted to the Planning Division and Building Division for review and approval.

Prior to Issuance of a Building Permit:

31. The proposed project lies within an area subject to an area-wide Transportation Uniform Mitigation Fee (TUMF). This project shall be subject to the payment of these fees prior to the issuance of building permits. The fees shall be subject to the provisions of the enabling ordinance and based upon the fee schedule in effect.
32. The applicant shall obtain clearance from the Planning Division verifying that all pertinent conditions of the Tentative Tract Map have been satisfied for the development in question.

33. If signs are proposed, a separate application and fees must be submitted for review and issued approval by the Planning Division and Building & Safety Division prior to installation.
34. All lighting shall comply with the City's Lighting Ordinance Section 16.18.110-Mount Palomar Lighting Standards.
35. All landscape and irrigation plans shall be consistent with Title 16.28 of the Murrieta Municipal Code.
36. When applicable, an application and fees for addressing and street naming (if applicable) shall be submitted to the Planning Division for review and approval prior to building permit issuance (allow for a minimum of 30 days for the initial review/comment letter by city staff).
37. All requirements necessary to serve the Project, for water and sewer, to the satisfaction of Western Municipal Water District, shall be completed prior to issuance of the first building permit.

LANDSCAPE:

38. The following general conditions are provided for consideration of residential lot development. Project shall comply with all project-specific Conditions of Approval under related development case numbers including those under DP-2022-2551 and PHS-2024-00018, as well as any future related case numbers.
39. It is the responsibility of the owner's landscape architect to be aware of and comply with the requirements and standards of Title 16.28 of the Murrieta Municipal Code, the City's current policies, and the current State of California water-efficient landscape requirements. All future projects on these parcels shall meet these requirements.
40. It is the responsibility of the owner's landscape architect to be aware of and comply with the requirements and standards outlined in the City's design guideline documents, including but not limited to Residential Front Yard Landscaping and Slope Landscaping, Requirements for Commercial Project Landscaping, and Requirements for Subdivision Tract and Commercial Slopes. Documents can be downloaded at <https://www.murrietaca.gov/286/Applications-Forms>. All future projects on these parcels shall meet these requirements.
41. Construction landscaping plans shall be required for all future projects on these parcels. After the issuance of final conditions of approval, construction landscaping plans for each project shall be submitted to the Planning Division for review. A licensed Landscape Architect shall prepare and stamp the plans.
42. Construction landscaping plans shall be in substantial conformance with the approved conceptual plans and shall be fully coordinated with the project's precise grading plan. No grading approval will be given until City's Landscape Architect and City Planning staff confirm the landscaping plans and grading plans are coordinated.
43. All offsite parkway biofiltration areas as indicated by the included street section shall include plant materials suitable for the purpose of water quality. Proposed biofiltration configuration and plant material selections shall be approved by City's Engineer and City's Landscape Architect, as well as project's designing Engineer.

ENGINEERING DEPARTMENT

The Engineering Department recommends the following Conditions of Approval for the project. Unless stated otherwise, all conditions shall be completed by the Permittee/Owner at no cost to the City.

General:

44. This project consists of multiple discretionary reviews and conditions of approval. Therefore, all conditions of approval shall be referenced as the "Conditions of Approval" and shall be incorporated as a single project.
45. The Permittee/Owner shall submit a Tract Map prepared in accordance with the City of Murrieta Development Code and California Subdivision Map Act. The final map shall be prepared by a licensed land surveyor or qualified registered civil engineer.
46. It is understood that the Tentative Tract Map correctly shows all existing and proposed easements, travel ways, grading, drainage courses, etc., and that any omission may require the resubmittal of documents and/or plans associated with this application for additional consideration.
47. Easements, when required for roadway, slopes, landscape easements, drainage facilities, utilities, etc., both onsite and offsite shall be shown on the Tract Map. All offers of dedication and conveyances shall be submitted for review and approval and recorded as directed by the Engineering Department. A note shall be added on the Tract Map stating, "Drainage easements shall be kept free of buildings and obstructions." The Permittee/Owner shall incur all costs associated with the formation of a suitable maintenance district for all associated slope, drainage, and landscape easements, including access.
48. The Tract Map shall include the following "Improvement Note" to identify required improvements prior to occupancy:

"All public improvements, as identified in the project's Conditions of Approval and approved public street improvement plans, shall be constructed/completed and accepted/as-built prior to first certificate of occupancy."
49. Prior to approval of the Tract Map, the Permittee/Owner shall submit an application and pay a fee for the city administrator to reapportion any existing assessment district liens. The fee proposal from Willdan Financial Services includes a base amount and per parcel charge so the total amount will vary depending on the number of parcels.
50. Proof of payment of any, and all, delinquent property taxes shall be provided prior to recordation

of the Tract Map.

51. All items required to be submitted shall be, at a minimum, in electronic format (e.g., PDF, Word). Hard copies may also be required.
52. All conditions as approved shall be completed by the Permittee/Owner at no cost to the City, unless specified otherwise.
53. Prior to any permit issuance, all relevant plans and reports shall be prepared in accordance with the Murrieta Municipal Code, reviewed, all applicable fees paid, and approved by the City Engineer.
54. As part of the initial submittal of plans, reports, etc., for any grading permit or any other grant of approval, the Permittee/Owner shall submit the approved discretionary plans and reports (e.g., Tentative Map, Preliminary Grading Plan, Preliminary Water Quality Management Plan, Preliminary Hydrology Study, etc.) that were approved as part of the Discretionary Review Process, in addition to all applicable onsite and offsite plans, reports, reference documents, and/or document(s) deemed relevant for the issuance of a permit.
 - a. This project has discretionary plans and/or reports that were not finalized/approved during the Tentative Parcel Map discretionary review process, the Permittee/Owner shall submit those plans and reports along with any plan check comments. Not submitting these plans and/or reports may delay the review process.
55. Prior to 1st submittal of building plans, the Permittee/Owner shall execute the initial submittal of engineering plans/reports (e.g., grading plans, improvement plans, stormwater reports, soils reports, as applicable), submittal shall have been deemed a complete submittal, with the first round of plan check comments provided, and revisions made onto the 2nd submittal of engineering plans/reports. Then, the 1st submittal of building plans shall reflect the revised 2nd submittal of the engineering plans.
56. Prior to the issuance of any building permit, all conditions set forth in these Conditions of Approval shall be completed and accepted/as built, to the satisfaction of the City Engineer.
57. In addition to any applicable permit issuance, an Encroachment Permit shall also be obtained from the Engineering Department prior to the commencement of any construction within City right-of-way or public jurisdiction easements.
58. The Permittee/Owner shall submit a current hyperlinked Preliminary Title Report with active connectivity to all referenced recorded documents identified within the Preliminary Title Report.
59. It is understood that the Tentative Tract Map correctly shows all existing and proposed easements, travel ways, grading, drainage courses, etc., and that any omission may require the resubmittal of documents and/or plans associated with this application for additional consideration.

60. The Permittee/Owner shall comply with all current and applicable requirements set forth in the City of Murrieta's Municipal Code, Development Code, Standard Drawings, Ordinances, Policies, and Resolutions, along with all applicable State (e.g., State Water Resources Control Board) and Federal regulations, whether or not such provisions or requirements have been specifically set forth in these conditions, all of which are now incorporated herein by reference, and fully set forth at this point.
61. Prior to approval of any plans, reports, or legal documents and/or permit issuance, the Permittee/Owner shall pay all outstanding plan check and processing fees.

PRIOR TO THE ISSUANCE OF ANY PERMIT, THE PERMITTEE/OWNER SHALL COMPLETE THE FOLLOWING

62.

Grading Plans

63. The Permittee/Owner shall provide construction drawings (e.g., grading plans, improvement plans) with the Benchmark referencing the National Geodetic Vertical Datum (NGVD) 1929, with accurate location, description, recording date, elevation, and NGVD 1929.
64. The Permittee/Owner shall provide the following items, but may be required to provide additional items to substantiate the proposed design:
- a. A Grading Plan prepared by a registered Civil Engineer in accordance with currently accepted design standards. The plan shall incorporate Grading Information, Erosion & Sediment Control Measures, Mitigation Measures as applicable, and Site Design & Source Control (Low Impact Development (LID)), as well as Pollutant Control and Hydromodification as applicable.
 - i. The Grading Plan shall include within it the following:
 - A Water Quality Improvement Plan prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Department.
 - A Storm Drain Improvement Plan prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Department.
 - An Erosion Control Plan prepared by a registered Civil Engineer in accordance with City

standards and approved by the Engineering Department.

- b. A Cost Estimate prepared, signed, and stamped, by a registered civil engineer. The cost estimate shall include all costs but not limited to plan preparation, plan check fees, permit fees, bonding, staking, construction costs, erosion control, soils engineering; construction management, etc.
65. All onsite storm drain systems shall be privately owned and maintained. Private storm drain systems may connect to public storm drain facilities by installing cleanouts situated immediately adjacent to, and within, the public right-of-way.
66. Pay to City all County of Riverside Development Impact Fees applicable at time of grading permit issuance or as otherwise approved by ordinance. In the event these fees have been previously paid, the Permittee/Owner shall provide proof of payment. Said fees may include, but are also not limited to, the following:
 - a. Riverside County Area Drainage Fee
 - b. Kangaroo Rat Fee
 - c. Multiple Species Habitat Conversation Plan (MSHCP) Fee
67. Obtain written clearance, as deemed necessary by the Engineering Department, from the following departments/agencies:
 - a. Planning Division
 - b. Community Services Department
 - c. Building & Safety Division
 - d. Fire Department
 - e. Landscape (Planning)
 - f. Sewer and Water District(s)
 - g. Utility Companies
 - h. Gas Company
68. If applicable, the Permittee/Owner shall obtain and provide the City with written clearance or a non-interference letter from Southern California Edison (SCE) prior to grading plan approval. Permittee/Owner shall submit directly to SCE.
69. If blasting of rock is required, a blasting permit will be required as part of the grading permit process. A blasting permit shall be obtained through the Riverside County Sheriff's Department. Notification shall also be provided to the City of Murrieta Police and Fire Departments prior to blasting.
70. If any water wells are found onsite, the intent shall be identified on the grading plan (e.g., if inoperable...to be abandoned; if operable...to be protected in place, etc.). If to be protected in place, easements may apply. Additionally, if to be abandoned, they shall be abandoned in a manner approved by the State Department of Water Resources and Riverside County Health Department. Confirmation of abandonment approval shall be provided to the City.
71. If applicable, a qualified biologist shall delineate jurisdiction areas that are not to be disturbed. Identify the installation of some type of barrier fence to delineate the areas of avoidance.

disturbed undeveloped land shall be planted with interim landscaping or stabilized with other erosion control measures.

81. The Permittee/Owner shall design and install the irrigation system so runoff does not discharge into the street or storm drain system.
82. Grading during the wet season should identify additional BMPs for rain events that may occur as necessary for compliance with the Santa Margarita Region MS4 Permit.
83. A copy of the Notice of Intent (NOI) and Waste Discharge Identification (WDID) number from the State Water Resources Control Board shall be identified on the SWPPP.
84. A Notice of Termination (NOT) can then be filed with the State Water Resources Control Board. Grading during the wet season should identify additional BMPs for rain events that may occur as necessary for compliance with the Santa Margarita Region MS4 Permit. This document must minimize the disturbed area, label the maximum disturbed area, and identify equipment and material storage areas.
85. Erosion and sediment control details shall be submitted on the grading plans to the City's Engineering Division for review and approval. The details shall conform to City standards, codes, and ordinances and the current State Water Resources Control Board (SWRCB) General Construction Permit (GCP), as applicable. The details shall include landscaping and irrigation systems on exposed slopes to achieve the General Construction Permit required coverage criteria, and for acceptance by the City's Engineering Department.

PRIOR TO ISSUANCE OF BUILDING PERMITS

86. The Permittee/Owner shall provide a copy of the recorded map and/or agreements to the Building & Safety Division and Engineering Department. Electronic and hard copies may be required, at the discretion of the City Engineer.
87. The building pad shall be certified by a registered Civil Engineer for location and elevation. Additionally, the Soils Engineer shall issue a Final Soils Report addressing compaction and site conditions.
88. The Permittee/Owner shall pay the City all applicable Development Impact Fees as required by and in accordance with City Ordinance 196-98, Resolution No. 08-2107, and Resolution No. 16-3602.
89. The Permittee/Owner shall pay to the City the Western Riverside County Transportation Uniform Mitigation Fee (TUMF) based on the applicable rates at the time of permit.

DURING CONSTRUCTION

90. No parking of any construction and/or employee vehicles along Adams Avenue and Brett Lane (private road). Staging of equipment and ingress/egress shall only occur at the

Washington Avenue side of the Project.

PRIOR TO OCCUPANCY

91. The Permittee/Owner shall provide one set of Mylars, scanned copy, and electronic copy of "As-Built" drawings of the grading and improvement plans. The electronic copy shall be in an AutoCAD format to the satisfaction of the City's GIS Department². Also provide electronic copies (thumb drive) of the approved WQMP, Hydrology/Hydraulic Report, Final Geotechnical Report, and any other applicable document(s). Said Electronic copies shall be in a Word.doc, PDF format, or other acceptable Microsoft formats.

END CONDITIONS