

ORDINANCE NO. 631-26

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT WITH FRENCH VALLEY CROSSINGS, LP AND PHELAN SERVICE STATION, LP TO EXTEND THE ENTITLEMENTS FOR THE DEVELOPMENT OF A COMMERCIAL SHOPPING CENTER AT THE SOUTHWEST CORNER OF WINCHESTER ROAD (HIGHWAY 79) AND CLINTON KEITH ROAD

Summary: This ordinance adopts a Development Agreement for the construction of a shopping center at the southwest corner of Winchester Road (Highway 79) and Clinton Keith Road to extend the project's entitlements.

WHEREAS, consistent with Murrieta Municipal Code Section 16.54.040(A)(3), French Valley Crossings, LP, a California limited partnership and Phelan Service Station, LP, a California limited partnership (collectively, "Developers") proposed to enter into a Development Agreement with the City of Murrieta ("City") to extend the entitlements for the development of a 37,800 square foot commercial center and private and public infrastructure on the property (collectively, "Project") owned by Developers. The Project will include a fueling station, convenience store, car wash, and six other retail uses on an undeveloped lot located on approximately 11.40 acres of land at the southwest corner of Winchester Road Hwy 79 and Clinton Keith Road (APNs 963-060-079 and a portion of 963-060-077) in Murrieta, California ("Site"); and

WHEREAS, California Government Code Sections 65864 *et seq.* ("Development Agreement Law") and Murrieta Municipal Code Chapter 16.54 ("City Development Agreement Ordinance") authorize the City to enter into binding development agreements for the purpose of providing an enhanced degree of certainty in the development process for both the property owner/developer and the affected public agency; and

WHEREAS, on September 9, 2020, the City Planning Commission adopted Resolution No. PC-2020-11 approving Tentative Parcel Map (TPM) 35036 (Case No. TPM-2019-1721), a Development Plan (2018-1720), Conditional Use Permit (2018-1722) and Variance (2020-2039) each as conditioned thereby pursuant to the Conditions of Approval (collectively, "Entitlements") to approve the development of the Project on the Site. The City Planning Commission approvals included consideration of previously adopted Environmental Impact Report State Clearinghouse No. 2005031028 ("EIR") and the various addendums thereto and adopted an Addendum to the EIR (collectively with previously approved EIR and addenda, "CEQA Approvals"); and

WHEREAS, without the approval of the Development Agreement ("DA"), the Project will expire September 9, 2026. Pursuant to the Developers' request, the City and Developers have negotiated and agreed to the DA, attached hereto as Exhibit A, which will extend the term of the Entitlements through September 9, 2036; and

WHEREAS, the Project will benefit the City by providing new restaurants, retail uses, and a gas station for residents and City visitors to patronize which will generate sales tax payable to the City; and

WHEREAS, at a duly-noticed public hearing on March 25, 2026, the City Planning Commission considered the approval of the DA and a proposed categorical exemption under CEQA (“Categorical Exemption”), and at the conclusion of the hearing and after considering the evidence and arguments submitted by City staff, the Developers, and all interested parties, found the DA consistent with the goals and policies of the General Plan and the zoning code and adopted Resolution No. PC-2026-01 recommending the approval of the DA and the Categorical Exemption; and

WHEREAS, the City Council held a duly noticed public hearing regarding the DA on April 21, 2026, and considered the recommendation of the City Planning Commission and the evidence, testimony, and arguments submitted by City staff, the Developers, and all interested parties; and

WHEREAS, the City Council finds and determines that all actions required of City prior to approval of the DA by the City Council have been duly and regularly taken and all legal prerequisites of the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are hereby incorporated into this Ordinance as set forth herein.

SECTION 2. That, as conditioned, the Project conforms to the regulations contained within Title 16, the Murrieta Development Code, and with the adopted elements of the Murrieta General Plan.

SECTION 3. Based upon the evidence presented, the City Council makes the following findings of fact for the adoption of the DA attached as Exhibit A pursuant to Murrieta Municipal Code Section 16.54.070:

a. *The Development Agreement is in the best interests of the city.*

The proposed Development Agreement is in the best interests of the City because it provides certainty regarding the continued implementation of a previously approved commercial development that will provide retail services, employment opportunities, and tax-generating uses for the community. The Agreement facilitates the orderly development of the Site by allowing the approved project additional time to proceed while maintaining all previously adopted conditions of approval and development standards. The Development Agreement also benefits the City by encouraging investment in commercial development at a prominent intersection along Winchester Road (State Route 79) and Clinton Keith Road, a key commercial corridor within the community.

Implementation of the approved commercial center will contribute to the City's economic base through the provision of retail services and the generation of sales tax and other local revenues that support municipal services. By providing development certainty while preserving the City's regulatory authority through the existing conditions of approval and applicable municipal regulations, the Development Agreement promotes economic development, supports the City's long-term planning objectives, and therefore serves the best interests of the City.

b. *The Development Agreement is consistent with the objectives, policies, general land uses, and programs of the general plan, any applicable specific plan, and this development code.*

The proposed Development Agreement is consistent with the objectives, policies, general land uses, and programs of the Murrieta General Plan and the provisions of the Murrieta Development Code because the Agreement does not modify the Project, land use designation, zoning classification, or development standards applicable to the Site. The Development Agreement only extends the duration of previously approved entitlements from 2020 for the French Valley Crossings commercial center, which were approved by the Planning Commission after a comprehensive review for consistency with the General Plan and Development Code.

c. *The Development Agreement is compatible with the surrounding development.*

The Site is designated Commercial in the Murrieta General Plan and zoned Regional Commercial (RC) under the Development Code. The Project, consisting of a commercial retail center including fueling, retail, and service uses, was previously determined to be consistent with these designations and applicable development standards. The Development Agreement does not alter those approvals and therefore maintains consistency with the City's adopted land use framework and regulatory requirements. The Agreement facilitates the development of the Project which is located at a significant regional travel intersection in southwest Riverside County - Clinton Keith Road and Winchester Road. The east side of Winchester Road at Clinton Keith Road was developed under the jurisdiction of Riverside County and includes similar commercial development such as fast food restaurants, a neighborhood commercial center consisting of a Stater Brothers grocery store, CVS Drugstore, Starbucks, and other ancillary retail uses like banks, gas stations, and smaller industrial and office buildings. The Development Agreement facilitates similar retail and commercially oriented uses and is therefore compatible with surrounding development.

d. *The Development Agreement will not adversely affect public health, safety, or welfare.*

The proposed Development Agreement is internally consistent with the provisions of the Murrieta Development Code because it implements the procedures and authority established in Murrieta Municipal Code Chapter 16.54, which allows the City to enter into development agreements consistent with State law. The Agreement extends the duration of the previously approved entitlements while maintaining all applicable Development Code standards and regulations governing the project. Further, the Agreement facilitates the orderly development of the Site by allowing the approved

project additional time to proceed while maintaining all previously adopted conditions of approval and development standards. The Project also does not increase the severity of any environmental impacts not previously known.

The proposed Development Agreement will not adversely affect the public health, safety, or general welfare because it does not modify the approved project, increase development intensity, or introduce new land uses beyond those previously evaluated and approved by the City. The Development Agreement solely extends the duration of previously approved entitlements for the French Valley Crossings project.

Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15162, the City has determined that none of the conditions requiring preparation of a subsequent or supplemental environmental document have occurred. There are no substantial changes to the project, no substantial changes in the circumstances under which the project is undertaken, and no new information of substantial importance that would result in new significant environmental impacts or a substantial increase in the severity of previously identified impacts.

The previously certified 2005 Environmental Impact Report for the Marquis/Westmar Commercial Project (SCH No. 2005031028), together with subsequent addenda prepared for the French Valley Crossings project, adequately evaluated the environmental effects of the approved development, including those related to public health, safety, and welfare. The Development Agreement does not alter those conclusions, and all previously adopted mitigation measures and conditions of approval remain applicable. Accordingly, the approval of the Development Agreement resulting in an extension of the entitlement period for 10 additional years will not affect public health, safety, or welfare.

SECTION 4. Based upon all oral and written reports and presentations made by City staff and members of the public, including any attachments and exhibits, the City Council hereby finds that the proposed approval of the DA and the construction of the Project does not require further analysis under the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*) ("CEQA"), pursuant to CEQA Guidelines 15162, because the DA does not alter the approved Project and is only extending the term of the Entitlements which were previously analyzed under CEQA and said CEQA analysis remains adequate because no new environmental impacts will be created as a result of the approval of the DA.

SECTION 5. The City Manager and City Clerk, and their designees, are authorized and directed to take such actions and execute such documents and certifications as may be necessary to implement and affect execution, recordation and enforcement of this Ordinance and the DA.

SECTION 6. Pursuant to Government Code Section 65868.5, the City Clerk of the City shall record a copy of said DA with the County Recorder within 10 days after the City signing the DA.

SECTION 7. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any 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 passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 8. This Ordinance shall become effective on the thirty-first (31st) day after its passage and adoption, and within fifteen (15) days after its final passage and the City Clerk shall cause it to be posted and published in a newspaper of general circulation, printed, published and circulated in the City in the manner required by law and shall cause a copy of this Ordinance and its certification, to be entered in the Book of Ordinances of the City.

PASSED AND ADOPTED this ____ day of _____, 2026.

Jon Levell, Mayor

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Ordinance No. 631-26 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the ____th day of _____, 2026, and was signed by the Mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cristal McDonald, City Clerk

I, Cristal McDonald, City Clerk of the City of Murrieta, California further certify that Ordinance No. 631-26 was duly published according to law and the order of the City Council of said City and the same was so published in Press Enterprise, a newspaper of general circulation on the following date(s):

Introduced Ordinance:

Adopted Ordinance:

In witness whereof, I have hereunto subscribed my name this ____ day of _____, 2026.

Cristal McDonald, City Clerk

ORDINANCE EXHIBIT A
PROPOSED DEVELOPMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Murrieta
One Town Square
Murrieta, CA 92562

Attention: City Clerk

APN: 963-060-086

(Space Above For Recorder's Use)
Exempt from Recording Fees pursuant to Government Code Section 27383

DEVELOPMENT AGREEMENT

between

**CITY OF MURRIETA,
a California general law city and municipal corporation**

and

**French Valley Crossings, LP
a California limited partnership**

and

**Phelan Service Station, LP
a California limited partnership**

Reference dated as of _____, 2026

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DEVELOPMENT AGREEMENT

(French Valley Crossings)

This Development Agreement (as further defined in Section 1.1, “Agreement”) is entered into between the CITY OF MURRIETA, a California general law city and municipal corporation (as further defined in Section 1.1 “City”); and French Valley Crossings, LP, a California limited partnership and Phelan Service Station, LP a California limited partnership, as tenants-in-common (collectively, and as further defined in Section 1.1, “Developer”). This Agreement is dated as of _____, 2026 for reference only. This Agreement will not become effective until the “Effective Date” (defined in Section 1.1). City and Developer are entering into this Agreement in reliance on the facts set forth in the Recitals, below.

RECITALS

A. Developer owns approximately 10.153 acres of land located west of Winchester Road Hwy 79 and south of Clinton Keith Road in the City of Murrieta, California (APN 963-060-086) (“Property”) legally described on the attached Exhibit A and depicted on the attached Exhibit B (“Site Plan”). Developer intends to develop the Project (defined below) on the Property. A portion of the Property was acquired by Developer from City as documented in Certificate of Compliance with the California Subdivision Map Act dated April 1, 2025 and recorded on April 7, 2025 in the official records of Riverside County as Instrument No. 2025-0102672.

B. On September 9, 2020, the City Planning Commission adopted Resolution No PC-2020-11 with respect to the Property, approving Tentative Parcel Map (TPM) 35036 (Case No. TPM-2019-1721), a Development Plan (DP-2018-1720), Conditional Use Permit (2018-1722) and Variance (VAR-2020-2039) each as conditioned thereby pursuant to the Conditions of Approval. The foregoing development approvals authorized a nine (9) parcel map to be developed with a 37,800 square foot commercial center including 7 buildings and private and public infrastructure on the Property. Developer intends to construct a fueling station, a convenience store, a car wash and six other retail uses on the Property including fast food restaurants, fast casual restaurants and restaurants with drive-thrus, in up to three phases (as further defined in Section 1.1, “Project”). The Planning Commission approval included consideration of previously adopted Environmental Impact Report State Clearinghouse No. 2005031028 (“EIR”) and the various addendums thereto and adopted an Addendum to the EIR in 2020 (collectively with previously approved EIR and addenda, “CEQA Approvals”).

C. On September 15, 2021, the City of Murrieta Planning Division acted administratively to approve Substantial Conformance (SC) 2021-2294 with respect to Parcel 2 of approved TPM 35036 to permit a vehicle fueling station thereon as conditioned and to reaffirm the effectiveness of the other Development Approvals, including the Conditions of Approval.

D. Developer submitted an additional substantial conformance request (SC-2023-0003) in 2025 to extend the time period for the Development Approvals described above and to modify building sizes and uses. SC-2023-0003 was approved by the City on February 12, 2026.

E. City is authorized under Section 7 of the California Constitution and Government Code Section 65864, *et seq.* (“Development Agreement Law”) to enter into binding development

agreements with persons having legal or equitable interests in real property for the development of that property.

F. Developer has applied to City for approval and enactment of this Agreement in order to preserve the Development Approvals for the Property while additional development approvals are under consideration and to permit adequate time for phasing and construction following such approvals. The City Planning Commission (“Planning Commission”) and the City Council (“City Council”) have conducted public hearings and have found that this Agreement is consistent with City’s General Plan (“General Plan”), including the General Plan Land Use Element.

G. On _____, 2026, the Planning Commission made CEQA findings and adopted Resolution No. ____ - ____ recommending that the City Council approve an ordinance approving this Agreement.

H. On _____, 2026, the City Council made CEQA findings and adopted Ordinance No. ____ - ____ (“Enacting Ordinance”), which approved this Agreement.

I. By adopting the Enacting Ordinance, the City Council elected to exercise its governmental powers with regard to the Development of the Property to assure that previously approved map, permits and entitlements for the Project remain in effect to permit development of the Project as approved by the City. This Agreement binds City and future City Councils and limits the City Council’s future exercise of its police powers in exchange for the public benefits conveyed by Developer to the City. This Agreement has been found by the City Council to be fair, just and reasonable and in the best interests of City’s citizens and the health, safety and welfare of the public.

J. All of City’s prior actions and approvals with regard to this Agreement complied with all applicable legal requirements related to notice, public hearings, findings, votes, and other procedural matters.

K. The Development of the Property in accordance with this Agreement will provide substantial benefits to City. This Agreement eliminates uncertainty in planning and provides for the orderly development of the Property, ensures the progressive installation of necessary public improvements to serve the Project, and serves the purposes of the Development Agreement Law.

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following initially capitalized terms used in this Agreement have the following meanings:

“Agreement” means this Development Agreement and all attachments and exhibits thereto.

“Annual Monitoring Report” has the meaning ascribed to the term in Section 6.1.

“Applications” has the meaning ascribed to the term in Section 3.7.b.

“CEQA” means the California Environmental Quality Act, codified at Public Resources Code Section 21000 *et seq.* and the CEQA Guidelines, 14. C.C.R. Section 15000 *et seq.*

“CEQA Approvals” has the meaning ascribed to the term in Recital B.

“Certificate of Agreement Compliance” or “Certificate” has the meaning ascribed to the term in Section 6.6.

“Certificate of Occupancy” means a document issued by City’s Building Department, certifying a building’s compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupancy.

“City” means the City of Murrieta, a California general law city and municipal corporation, its successors and assigns, and its related or subordinate boards, commissions, and entities.

“City Council” means the City Council of the City of Murrieta.

“Claims or liabilities” has the meaning ascribed to the term in Section 11.2(a).

“Conditions of Approval” means the Conditions of Approval attached as Exhibit C to this Agreement and incorporated herein by this reference.

“Developer” is defined in the preamble to this Agreement and the respective successors and assigns of each of French Valley Crossings, LP, Phelan Service Station, LP and B.I. Briggs, LLC, provided that the term Developer shall not include any End User.

“Developer Transferee” shall mean a Person to which Transferor has conveyed fee title to a portion of the Property and has assigned the obligations under this Agreement as further described in Section 2.3.

“Development” means the subdivision and improvement of the Property for the purposes of constructing or reconstructing the public and private structures, improvements and facilities comprising the Project, including: grading; the construction or reconstruction of infrastructure and public and private facilities related to the Project, whether located within or outside the Property; the construction or reconstruction of buildings and structures; and, the installation of landscaping. “Development” does not include the maintenance of any building, structure, improvement or facility after its construction and completion.

“Development Agreement Law” has the meaning ascribed to the term in Recital E.

“Development Approvals” mean 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, approvals, permits and other entitlements applicable to the Development of the Property, including: specific plans and specific plan amendments; tentative and final subdivision and parcel maps; conditional use permits, public use permits and site plans; zoning; variances; and, grading and building permits. The term Development Approvals does not include (i) rules, regulations, policies, and other enactments of general application within the City authorized to be applicable

to the Property pursuant to this Agreement, or (ii) any matter where City has reserved authority under this Agreement.

“Development Exactions” mean any monetary or non-monetary exaction or mitigation measure, including a Development Impact Fee, imposed by City in connection with a Development Approval or in connection with the granting of any other right, privilege or approval pertaining to the Project, including requirements for land dedication or for public construction either within or outside the Property.

“Development Impact Fee” means a monetary payment authorized by Government Code Section 66001, *et seq.*, imposed legislatively on a broad class of development projects. The City may apply subsequently adopted development impact fee increases to development of the Property provided the same are lawfully imposed, are applied uniformly to development either throughout the City or within a defined area of benefit that includes the Property, are not applied on an ad hoc basis solely to the Project, and do not physically prevent development of the Property for the uses and to the density and intensity of development set forth in this Agreement.

“Development Plan” means the proposed plan for Development of all or a portion of the Property pursuant to the Existing Development Approvals and Subsequent Development Approvals, in accordance with the Existing Land Use Regulations and applicable Subsequent Land Use Regulations, subject to the Reservations of Authority.

“Director” means the Director of Development Services.

“Effective Date” means the date which is thirty (30) days following the second reading and adoption of the Enacting Ordinance.

“EIR” has the meaning ascribed to the term in Recital B.

“Enacting Ordinance” has the meaning ascribed to the term in Recital H.

“End User” means any Person that acquires or leases a parcel within the Property with the intent to operate a retail or wholesale business thereon, provided that, unless otherwise determined by Developer, an “End User” shall not be a Developer Transferee.

“Existing Development Approvals” mean all Development Approvals approved or issued by City prior to adoption of the Enacting Ordinance, including the Development Approvals described in Recitals B through D, Recital G and Recital H.

“Existing Land Use Regulations” mean all Land Use Regulations in effect as of the second reading and adoption of the Enacting Ordinance as the same may have been modified or superseded pursuant to the Existing Development Approvals or this Agreement.

“General Plan” has the meaning ascribed to the term in Recital F.

“Including” or “including” has the meaning ascribed to the term in Section 12.8.

“Land Use Regulations” mean all ordinances, resolutions, codes, rules, regulations and official written policies of the City and/or any subsidiary district of the City and/or any joint powers authority or council of governments of which the City is a member which affect, govern, or apply to land development and use of the Property, including those governing: the permitted use of land; the density or intensity of use; subdivision requirements; the maximum height and size of proposed buildings; Development Exactions; design, improvement and construction standards and specifications applicable to the Development of the Property; and the reservation or dedication of land for public purposes, all as may be modified or supplemented pursuant to this Agreement. “Land Use Regulations” do not include any ordinance, resolution, code, rule, regulation or official policy governing: the conduct of businesses, professions, and occupations; taxes and assessments; the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property; or the exercise of the power of eminent domain.

“MMRP” means the mitigation monitoring and reporting program for assessing and ensuring compliance with required mitigation measures, which was approved by the City in conjunction with the Planning Commission’s approval of the Existing Development Approvals.

“Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust, or any other security-device lender, and their successors and assigns.

“Notice” has the meaning ascribed to the term in Section 2.7.a.

“Offsite Property” has the meaning ascribed to the term in Section 3.9.

“Operating Memorandum” has the meaning ascribed to the term in Section 5.

“Parties” mean City and Developer, collectively.

“Party” means either City or Developer, individually.

“Permitted Delay” means delays in a Party’s performance due to: changes in local, state or federal laws or regulations; strikes; delays caused by governmental agencies in processing and issuing permits and approvals; third party litigation, a development moratorium (including a water or sewer moratorium) or the actions of other public agencies to prohibit Development of the Property; civil commotion, fire, acts of God, war, lockouts, riots, floods, earthquakes, epidemic, quarantine, freight embargoes, and/or failure of contractors to perform; any third-party court action to set aside or modify the Development Approvals; or, other circumstances beyond a Party’s reasonable control and which substantially interfere with either Party’s ability to perform its obligations under this Agreement. “Permitted Delays” do not include delays attributable to Developer’s inability to obtain funds or financing or due to changes in market conditions or demands, whether or not foreseeable as of the Effective Date.

“Person” means and refers to any association, corporation, governmental entity or agency, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization, or other entity of any kind, including City and Developer.

“Planning Commission” means the Planning Commission of the City of Murrieta.

“Project” means the Development of the Property in accordance with the Development Plan as further described in Recital B, as the Development Plan may be further defined, enhanced or modified in accordance with this Agreement.

“Property” has the meaning ascribed to the term in Recital A.

“Reservations of Authority” mean the rights reserved to City under Section 3.6.

“Site Plan” has the meaning ascribed to the term in Recital A.

“Subsequent Development Approvals” mean all Development Approvals approved by City subsequent to the Effective Date in connection with development of the Property that are adopted in accordance with the Development Plan or in accordance with Subsequent Land Use Regulations adopted consistent with the requirements of this Agreement, including the Reservations of Authority.

“Subsequent Land Use Regulations” mean all Land Use Regulations adopted and effective after the Effective Date that are adopted in accordance with the Development Plan and the requirements of this Agreement, including the Reservations of Authority.

“Term” has the meaning ascribed to the term in Section 2.2.

“Transfer” has the meaning ascribed to the term in Section 2.3.

“Transfer Property” has the meaning ascribed to the term in Section 2.3.

“Transferor” has the meaning ascribed to the term in Section 2.3.

Other initially capitalized terms used in this Agreement but not otherwise set forth in Section 1.1, above, will have the meaning given to those terms where they first appear in this Agreement.

1.2 Exhibits. The following documents are attached to a part of this Agreement:

Exhibit A Legal Description of Property

Exhibit B Site Plan

Exhibit C Conditions of Approval

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is made subject to this Agreement and the Development of the Property may be carried out in accordance with this Agreement. The benefits and burdens of this Agreement touch and concern the Property and bind Developer and all future owners of all or any portion of the Property.

2.2 Term. The term (“Term”) of this Agreement will commence on the Effective Date and will expire on the tenth (10th) anniversary of the Effective Date, unless terminated sooner by operation of some other provision of this Agreement or extended in accordance with Section 9.2.

2.3 Assignment and Transfer. Developer may sell, lease, license, hypothecate, transfer, or assign (any or all of the foregoing, individually and collectively, “Transfer”) the Property and in connection therewith assign this Agreement in whole or in part to any Person at any time provided that no partial Transfer may violate the Subdivision Map Act, Government Code Section 66410, *et seq.*); provided that any Transfer shall be subject to City’s reasonable review and approval, including a review of any unmet conditions of development, which approval shall not be unreasonably withheld and provided further that no assignment of its rights and interests under this Agreement to a Person may be made by Developer unless made together with the Transfer of all or a part of the Property (“Transfer Property”). City’s City Manager’s approval or disapproval must be by Notice and must be given within thirty (30) days after the Transferor submits Notice to City’s City Manager describing the proposed Transfer and the proposed Developer Transferee. If City fails to provide Notice within the thirty (30) day period, then City’s approval will be deemed to be irrevocably given and the Transferor and Developer Transferee may rely on City’s deemed approval.

Following any Transfer to a Developer Transferee, the Developer Transferee shall assume in writing all obligations of the transferor Developer (“Transferor”) pertaining to the Transfer Property and shall be the “Developer” with respect to the Transfer Property and the portion of the Project developed or to be developed thereon (including satisfaction of conditions of approval and other entitlement requirements with respect thereto) and once said writing has been recorded against the Transfer Property, Transferor thereupon automatically shall be released from any and all obligations under this Agreement with respect to the Transfer Property arising from and after the date of the Transfer. If requested by Transferor, the City shall promptly memorialize such release in writing in recordable form. Notwithstanding the foregoing, no End User shall have any rights under this Agreement and Transferor shall, notwithstanding the sale or lease of any parcel comprising a portion of the Property to an End User continue to be responsible to perform all obligations under this Agreement with respect to each parcel owned or leased by an End User following such Transfer.

2.4 Voluntary Amendment or Cancellation of Agreement. This Agreement may be voluntarily amended or cancelled in whole or in part only with the written consent of City and all Persons holding fee title to that portion of the Property to which the amendment or cancellation will apply. The amendment or cancellation process must comply with Government Code Section 65868. This Section 2.4 does not limit the operation of Government Code Section 65869.5.

2.5 Termination. This Agreement will automatically terminate upon the occurrence of any of the following events:

- a. The expiration of the Term.
- b. The entry of a final judgment setting aside, voiding or annulling the City Council’s adoption of the Enacting Ordinance.

c. The adoption of a referendum measure overriding or repealing the Enacting Ordinance.

d. The completion of the Project, as evidenced by the issuance of all required Certificates of Occupancy for the Property and the acceptance of all required public dedications.

e. Upon a Party's election to terminate this Agreement in accordance with Section 8.4 or Section 8.5. If the terminating Party under Section 8.5 does not own the entirety of the Property, then the termination will apply only to that portion of the Property owned by the terminating Party.

2.6 Representations and Warranties.

a. City represents and warrants to Developer, as follows:

i. City is a public body, corporate and politic. City is authorized to enter into this Agreement pursuant to Government Code Section 65864, *et seq.*, and the execution and delivery of this Agreement by City has been fully authorized by all requisite actions on the part of City.

ii. City's execution and delivery of this Agreement and City's performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which City is a party or by which it is bound.

iii. City has not received any notice of, or knows of any basis for, any actual or pending litigation or proceeding by any Person against City with respect to the Property or this Agreement.

b. Developer represents and warrants to City, as follows:

i. Developer is either the owner of fee simple title to the Property or has an equitable interest in the Property, including an option to purchase the Property.

ii. Developer's execution and delivery of this Agreement and Developer's performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer is a party or by which it is bound.

iii. Developer is not the subject of bankruptcy or receivership proceedings and is not insolvent.

iv. Developer has not received any notice of, or knows of any basis for, any actual or pending litigation or proceeding by any Person against Developer with respect to the Property or this Agreement.

v. Each entity that constitutes the Developer is a duly organized limited partnership established within and in good standing under the laws of the State of California, as applicable, and is authorized to do business in the State of California. The execution and delivery

of this Agreement by Developer has been fully authorized by all requisite actions on the part of Developer.

2.7 Notices.

a. As used in this Agreement, the term “Notice” means any request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other required or permitted communication.

b. All Notices must be in writing and will be considered given:

i. When delivered in person to the recipient named below.

ii. On the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope, postage prepaid, as either registered or certified mail, return receipt requested.

iii. On the date of delivery shown in the records of a reputable delivery service (e.g. UPS or Federal Express).

c. All Notices must be addressed as follows:

City: City of Murrieta
One Town Square
Murrieta, CA 92562
Attn: Justin Clifton, City Manager
Email: JClifton@MurrietaCA.gov

With a copy to: City of Murrieta
One Town Square
Murrieta, CA 92562
Attn: Scott Agajanian
Email: SAgajanian@MurrietaCA.gov

With a copy to: Aleshire & Wynder, LLP
1 Park Plaza, Suite 1000
Irvine, CA 92614
Attn: Tiffany J. Israel, City Attorney
Email: tisrael@awattorneys.com

If to Developer: French Valley Crossings LP
Phelan Service Station, LP
c/o J & T Management
P.O. Box 1958 or (for overnight deliveries) 139 Radio Road
Corona, CA 92879
Attn: Jack Kofdarali
Email: jack@jntmgmt.com

With a copy to:

Hepner & Myers LLP
1241 Johnson Avenue, Suite 360 San
Luis Obispo, CA 93401
Attn: Amanda Myers
Email: amyers@HepnerMyers.com

d. Either Party may, by Notice given at any time, require subsequent Notices to be given to another Person or to a different address, or both. Notices given before receipt of Notice of change of address will not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Vested Right to Develop. Subject to the terms of this Agreement, Developer has the legally vested right to develop the Property in accordance with, and to extent of, the Development Plan, the Development Approvals, the Existing Land Use Regulations, applicable Subsequent Development Approvals, applicable Subsequent Land Use Regulations, and this Agreement. Except as otherwise provided in this Agreement, the permitted uses of the Property shall include, without limitation, construction of 34,560 sq ft of commercial buildings on seven pads accommodating a full-service car wash (5,724 sq ft), four multi-tenant retail buildings with end-cap drive-thru restaurants (totaling 19,590 sq ft), two drive-thru “fast food” restaurants (6,060 sq ft), a convenience store (3,186 sq ft), a gas station and installation of all improvements and infrastructure reasonably incident thereto, including as set forth in Section 3.5, and the density or intensity of use of the Property and the maximum height and size of proposed buildings shall be as set forth in the Development Plan. Provisions for reservation or dedication of land for public purposes applicable to the Property shall be those set forth in the Existing Development Approvals and in any Subsequent Development Approvals approved by Developer and the City.

3.2 Effect of Agreement on Land Use Regulations; Development Exactions; Development Plan; Submittal of Subsequent Development Approvals.

a. Except as otherwise provided under the terms of this Agreement, including the Reservations of Authority, (i) the rules, regulations, and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to the Development of the Property shall be the Existing Land Use Regulations and (ii) no amendment, revision of, or addition to the Development Plan that would affect the Project or increase the obligations or decrease the rights of Owner hereunder or under the Development Plan shall be made without Owner’s consent, whether adopted or approved by the City Council or any office, board commission or other agency of City.

b. In connection with any Subsequent Development Approval, City will exercise its discretion in accordance with the Development Plan and this Agreement, including the Reservations of Authority in Section 3.6.

c. The Development Plan for the Project may require the processing of Subsequent Development Approvals. The City will accept for processing, review and action all

applications for Subsequent Development Approvals, and such applications will be processed in the normal manner for processing such matters in accordance with the Existing Land Use Regulations. The Parties acknowledge that City is not obligated in any manner to approve any Subsequent Development Approval, or to approve any Subsequent Development Approval with or without any particular condition, except that City's actions concerning Subsequent Development Approvals must be consistent with the Development Plan and Existing Land Use Regulations, subject to the Reservations of Authority. Notwithstanding the foregoing, City agrees that, if an application for any Subsequent Development Approval is in substantial conformance with the Existing Development Approvals and this Agreement, the approval of such application shall not be unreasonably withheld. Processing of Subsequent Development Approvals or changes in the Development Approvals or Development Plan made pursuant to Developer's application will not require an amendment to this Agreement; however, upon their approval by the City, all Subsequent Development Approvals or changes in the Development Approvals or Development Plan will be subject to and covered by this Agreement.

3.3 Intentionally Omitted.

3.4 Timing of Development; Public Improvements Phasing.

a. Nothing in this Agreement is a covenant to develop or construct the Project. The Parties acknowledge that Developer cannot predict if, when, or the rate at which phases of the Project will be developed. The California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that the failure of the litigants in that case to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over the litigants' agreement. The Parties intend to cure that deficiency by providing that Developer has the right to develop the Project, or not develop the Project, in the order, at the rate, and at the times that Developer, in its sole and absolute discretion, determines to be appropriate, subject only to any Development Plan timing or phasing requirements.

b. Required public improvements may be tied to certain phases of the Project. The schedule for provision of these improvements, as they relate to a particular phase, will be governed by the Existing Development Approvals, Subsequent Development Approvals, the CEQA Approvals, the MMRP, and this Agreement.

3.5 Changes and Amendments to Existing or Subsequent Development Approvals.

a. The Parties acknowledge that the passage of time may demonstrate that changes to the Existing Development Approvals or Subsequent Development Approvals may be necessary or appropriate. If the Parties determine that changes are necessary or appropriate, such changes may be made by mutual consent of the Parties in accordance with Government Code Section 65868, and may be approved on behalf of City as follows:

i. By the Director in the case of minor changes or findings of substantial conformance, as authorized in Murrieta Municipal Code Section 16.56.025 and the Director may impose conditions consistent with Murrieta Municipal Code Section 16.56.050.

ii. By the Planning Commission in the case of any other changes not subject to paragraph (i), above.

3.6 Reservations of Authority. Any contrary provision in this Agreement notwithstanding, the following Subsequent Land Use Regulations will apply to the Project:

a. Processing fees and charges of every kind and nature imposed by City to cover the estimated actual costs to City of processing applications for Subsequent Development Approvals or for monitoring compliance with any Subsequent Development Approvals granted or issued.

b. Regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other procedural matter.

c. Regulations which do not conflict with the Development Plan or this Agreement. To the greatest extent possible, these regulations must be applied and construed to provide Developer with all of the rights and assurances provided under this Agreement. For all purposes pursuant to this Agreement generally, and this paragraph (c) specifically, an ordinance, resolution, initiative, referendum, moratorium or other regulation will be deemed to conflict with the Development Plan and this Agreement if the ordinance, resolution, initiative, referendum, or regulation seeks to, whether as part of a specific or general enactment that applies to the Property or Project: (i) limit or reduce the density, intensity, square footage, height or size of structures or type of development on the Property; (ii) regulate the rate, timing or sequencing of the development of the Property in any manner; (iii) require any additional on-site or off-site improvements not required by the applicable Land Use Regulations or Development Approvals to be constructed or paid for by Developer or a subsequent owner of the Property; or (iv) restricting the use of the Property in any manner or degree other than as set forth in the applicable Land Use Regulations and Development Approvals.

d. Regulations that conflict with the Development Plan if Developer has given its written consent to those regulations.

e. Federal, state, County, and multi-jurisdictional laws and regulations which City is required to enforce against the Property or the Development of the Property, provided that if there is any preemption of this Agreement or City's authority to perform hereunder or any frustration of the ability of any Party to comply with the terms of this Agreement as a result of such law or regulation, the Parties shall make a reasonable attempt to modify or amend this Agreement to comply with such applicable state or federal law or regulation in a manner that is least disruptive to the purpose and intent of this Agreement.

The Parties acknowledge that City is restricted in its authority to limit its police powers by contract. This Agreement will be construed, contrary to its stated terms if necessary, to reserve to City all those police powers that cannot be restricted by contract.

3.7 Subsequent Development Approvals.

a. When acting on Subsequent Development Approvals, City may apply only the Existing Land Use Regulations and those Subsequent Land Use Regulations that are permitted under the Reservations of Authority. Any Subsequent Development Approval will be automatically vested under this Agreement.

b. Upon Developer's request, City will accept and diligently process applications for Subsequent Development Approvals. City will exercise reasonable good faith efforts to expedite the processing of the Subsequent Development Approvals applications to ensure that those applications are promptly considered by the approving authority. Upon satisfactory completion by Developer of all required preliminary actions and payment of appropriate processing fees, if any, City shall proceed to process and check all applications for Project development and building approvals within the times set forth in the Permit Streamlining Act (Chapter 4.5 (commencing with Section 65920) of Division 1 of Title 7 of the California Government Code), the Subdivision Map Act (Division 2 (commencing with Section 66410) of Title 7 of the California Government Code), and other applicable provisions of law, as the same may be amended from time to time. City shall employ all lawful actions capable of being undertaken by City to promptly (i) accept all complete applications for Subsequent Development Approvals (collectively, "Applications") and (ii) process and take action upon the Applications in accordance with applicable law with a goal of completing the first review or plan check within four weeks and the second and third review or plan check within two weeks; provided however, that City shall not be deemed in default under this Agreement should such time frame(s) not be met. Furthermore, the City and Developer teams shall convene, as necessary, a telephonic or in-person meeting with the relevant City departments and personnel to resolve open items, subject to City's availability, subject to the Developer's payment of applicable City fees for project expediting services.

3.8 Modification or Suspension by State or Federal Law. If a state or federal law or regulation which is enacted after the Effective Date prevents the Parties' compliance with any of this Agreement's provisions, then that provision will be modified or suspended to the extent and for the time necessary to achieve compliance with the conflicting state or federal law. This Agreement's remaining provisions will continue unaffected. The Parties will amend this Agreement to preserve, to the greatest extent possible, the benefits that would arise to the Parties under this Agreement but for the conflicting state or federal law. Upon the repeal of the conflicting state or federal law or upon the occurrence of any circumstance that removes their effect upon this Agreement, this Agreement's provisions will be automatically restored to their full original form and any amendment that the Parties may have entered into under this Section 3.8 will terminate.

3.9 City Acquisition of Offsite Real Property Interests for Public Right of Way Purposes. In any instance where Developer is required by any Development Approval or Land Use Regulation or this Agreement to construct any public improvement on land not owned by Developer, City and Developer shall cooperate in acquiring the necessary legal interest ("Offsite Property"). All costs of acquisition shall be the responsibility of Developer.

3.10 Legally Binding Contract; Enforceability. It is the intent of the City and Developer that this Agreement is a legally binding contract which, unless stated otherwise herein, shall prevail over the provisions of any subsequently enacted moratorium, statute, ordinance, limitation or other measure, enacted by City, and whether or not such initiative, moratorium, referendum, statute, ordinance, limitation or other measure relates, in whole or in part to the Project.

3.11 Future Use of CEQA Approvals. The Parties understand that the CEQA Approvals are intended to be used in connection with each of the Existing Development Approvals and Subsequent Development Approvals needed for the Project. City agrees to use the CEQA

Approvals in connection with the processing of any Subsequent Development Approval, except as may be otherwise required by the Reservations of Authority or state or federal law, including CEQA.

3.12 Extension of Term of Map and Other Development Permits.

a. Pursuant to Govt. Code Section 66452.6(a) the duration of all tentative maps, including TPM 35036, filed by Owner with respect to the Property or any portion thereof shall automatically be extended, and remain in effect, for the Term, as the same may be extended from time to time, such that all tentative maps and/or parcel maps remain in effect for no less than the expiration date of the Term, and shall also be extended by any other extension(s) granted under the Subdivision Map Act and/or City ordinance consistent with the Subdivision Map Act.

b. Pursuant to Govt. Code Section 65863.9 and as an exercise of its police power, the City further declares that each of the Existing Development Permits are and remain in effect for the term of TPM 35036 as extended by this Agreement and are deemed as of the Effective Date to be “used” as such term is defined in the Conditions of Approval (General Item 3) and accordingly automatically remain in effect for the Term.

c. City hereby covenants that except as is authorized by Section 3.5 or Section 3.6 of this Agreement, City shall not impose conditions on the extension of any maps or permits affecting the Property during the Term.

4. PUBLIC BENEFITS.

4.1 Project Objectives. The Project accomplishes the City’s goals and policies set forth in the General Plan by achieving the following objectives:

a. Ensure the development of the Property consistent with applicable goals and policies of the City set forth in the General Plan.

b. Expand economic development and facilitate job creation in the City by establishing new retail uses on vacant land in a developing area.

c. Assist the region in achieving jobs/housing balance region-wide by attracting new businesses to the City, providing additional job opportunities in a housing rich area, and thereby providing a more equal jobs-housing balance in the Riverside County/Inland Empire area, which will reduce the need for members of the local workforce to commute outside the area for employment.

d. Construction of an attractive mixed-use retail development, which meets the local demand for neighborhood serving retail and entertainment uses in the City and throughout the region.

e. Implement the type and amount of retail uses at the Property that are viable based on market demand.

f. Accommodate new development in a phased, orderly manner that is coordinated with the provision of necessary infrastructure and public improvements.

g. Provide for uses that will generate tax revenue for the City including increased property and sales tax, in order to support the City's ongoing municipal operations.

4.2 Credit/Reimbursement for Offsite Improvements. The Parties acknowledge and agree that Developer is making Project improvements that are covered in whole or in part by the Development Impact Fee program. The Parties further acknowledge and agree that in accordance with policies adopted from time to time by City, Developer may be entitled to a credit and/or reimbursement to offset Developer's Development Impact Fee obligation, as determined by City. City and Developer shall enter into a Development Impact Fee credit/reimbursement agreement for any Project improvements that exceed Developer's Development Impact Fee obligation before commencement of construction of any improvements for which Developer desires a development impact fee credit or reimbursement.

4.3 Offsite Improvements. Developer shall construct all offsite public improvements required by the Project Planning, Public Works, and Engineering Conditions of Approval attached hereto as Exhibit C, as may be modified by a Subsequent Development Approval, prior to receiving a final certificate of occupancy.

5. OPERATING MEMORANDUM.

The Parties desire to retain a certain degree of flexibility with respect to the details of the Project and with respect to those items covered in the general terms of this Agreement. If and when the Parties find that minor changes or minor adjustments are necessary or appropriate and do not modify (a) the Term; (b) the uses allowed on the Property; (c) provisions for the reservation or dedication of land; (d) conditions, terms, restrictions or requirements for Subsequent Discretionary Approvals; (e) the density or intensity of use of the Property or the maximum height or square footage of proposed buildings or other structures or improvements; or (f) any Development Exactions, they shall effectuate such minor changes or minor adjustments through a written operating memorandum ("Operating Memorandum") approved in writing by Developer and the Director, which upon request from Developer shall be in a recordable form. The authority to enter into an Operating Memorandum is hereby delegated to the Director who is hereby authorized to execute the same without further Planning Commission or City Council action. No such Operating Memoranda shall constitute an amendment to this Agreement requiring public notice or hearing and are considered ministerial clarifications.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review. The Director will review this Agreement annually, on or before each anniversary of the Effective Date, as required by California Government Code Section 65865.1 and Murrieta Municipal Code Section 16.54.100 to ascertain Developer's good faith compliance with the terms of this Agreement as set forth in an annual monitoring report ("Annual Monitoring Report"). Appropriate fees to fund the Annual Monitoring Report, which may not exceed the City's actual costs of reviewing Developer's compliance with the terms of this Agreement, shall be paid by Developer.

6.2 Procedure.

a. During a periodic review, Developer will be required to demonstrate good faith compliance with this Agreement.

b. Upon completion of a periodic review, (i) if the Director finds that Developer has complied in good faith with this Agreement, then the review will be concluded or (ii) the Director shall notify the Planning Commission if the Director concludes based upon substantial evidence that the Developer has not complied in good faith compliance with the terms of this Agreement.

c. Upon receipt of notice from the Director pursuant to Section 6.4a.i., the Planning Commission shall determine whether to recommend that the matter be referred to City Council. If the Planning Commission does not so recommend, then the review will be concluded.

d. If the matter is referred to City Council by Planning Commission, the City Council may make a preliminary finding that Developer has not complied in good faith with this Agreement. Thereafter, following Notice and opportunity to cure as provided under Section 8.4, the City Council may modify or terminate this Agreement in accordance with Section 6.4 and Section 6.5.

6.3 No Waiver. Failure of City to conduct an annual review will not constitute a waiver by City of its rights to otherwise enforce the provisions of this Agreement nor will Developer have or assert any defense to such enforcement by reason of any such failure to conduct any annual review(s).

6.4 Proceedings for Modification or Termination.

a. If Developer fails to cure, or to commence to cure, as applicable, the matters constituting the basis for the City Council's preliminary finding under Section 6.2.d as required by Section 8.4, then City may proceed to modify or terminate this Agreement following the procedures set forth in this Section 6.4 and in Section 6.5. City must hold a noticed public hearing concerning the modification or termination and provide Developer with Notice of the hearing. The Notice must include the following:

i. The time and the place of hearing, which must be no less than thirty (30) days following the date of the Notice;

ii. The specific action, whether amendment or termination, which City proposes to take; and

iii. Such other information as is reasonably necessary to inform Developer of the nature of the proceeding and the facts supporting City's preliminary finding under Section 6.2.d.

6.5 Hearing on Modification or Termination. At the time and place set for the public hearing described in Section 6.4, Developer must be given an opportunity to be heard and present witnesses and evidence on its behalf. If, following the conclusion of the public hearing, the City

Council finds, based upon substantial evidence in the record of the public hearing, that Developer has not complied in good faith with this Agreement, then the City Council may terminate or modify this Agreement and impose any conditions it determines as are reasonably necessary to protect City's interests, provided that any termination shall only be carried out in accordance with the requirements of Section 8.4. The City Council's decision will be administratively final and subject to judicial review under Code of Civil Procedure Section 1094.5.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a special or periodic review, Developer is found to be in compliance with this Agreement, then, upon Developer's written request, City will issue a "Certificate of Agreement Compliance" ("Certificate") to Developer stating that, after the most recent periodic or special review, this Agreement remains in effect and Developer is not in default of this Agreement. The Certificate must be in recordable form, contain information necessary to communicate constructive record notice of the finding of compliance, state whether the Certificate is issued after a periodic or special review, and state the anticipated date of the next periodic review. Developer may record the Certificate with the Riverside County Recorder.

7. NO CROSS-DEFAULTS.

City acknowledges that Developer may Transfer all or portions of the Property to other Persons in accordance with Section 2.3. City further acknowledges that title to all or portions of the Property may become vested in Mortgagees or a Mortgagee's successor as a result of foreclosure, or the acceptance of a deed in lieu of foreclosure, by a Mortgagee. City agrees that defaults under this Agreement by an owner of a portion of the Property will not be a default as to any other portion of the Property. In other words, a default under this Agreement by a Transferor with respect to its obligations pertaining to that portion of the Property retained by it following a Transfer or with respect to obligations arising prior to the date of Transfer will not constitute a default as to any Person other than Transferor, will not permit City to exercise any remedy under this Agreement or otherwise with respect to any other portion of the Property other than that portion owned by Transferor and shall not affect any successor Developer's rights or obligations under this Agreement. Similarly, a default by any successor Developer with respect to its obligations pertaining to the portion of the Property owned by that successor Developer will not constitute any Transferor's default or permit City to exercise any remedy under this Agreement or otherwise as to any portion of the Property other than the portion owned by the defaulting successor Developer and shall not affect any Transferor's rights or obligations under this Agreement. The Parties agree that, if more than one Person holds title to the Property, then the rights and obligations of the Persons holding title to the Property are the distinct and several obligations of each Person.

8. DEFAULT AND REMEDIES.

8.1 Remedies in General. The Parties acknowledge that neither Party would have entered into this Agreement if it were to be liable for monetary damages under this Agreement. In general, and subject to those procedural prerequisites required under the Development Agreement Law or this Agreement, each of the Parties may pursue any remedy at law or equity available for the breach of this Agreement, except that neither Party will be liable in monetary damages (other than attorneys' fees under Section 12.20) to the other Party, or to any successor in interest of that

Party, or to any other Person. Each Party covenants not to sue for monetary damages or claim any monetary damages related to any of the following:

- a. Any breach of this Agreement or for any cause of action that arises out of this Agreement; or
- b. Any taking, impairment or restriction of any right or interest arising under this Agreement; or
- c. Any dispute regarding the application or interpretation of this Agreement.

Nothing in this Agreement shall preclude either Party from seeking payment of sums due to it pursuant to this Agreement (including the right of Developer to obtain credit or repayment for improvements pursuant to Section 4.2, repayment of sums paid by Developer to City if it is determined that such sums were paid in excess or in error).

8.2 Specific Performance. The Parties acknowledge that specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement for the following reasons:

- a. Money damages are unavailable against the Parties.
- b. Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Property to its natural condition once Developer has begun to implement this Agreement. After such time, Developer may be precluded from other options it may have had with regard to the Property. Moreover, Developer has invested significant time and resources in the planning and processing of the Project. Developer will be investing even more time and resources in implementing the Project in reliance upon this Agreement and it is not possible to determine the sum of money that would adequately compensate Developer if City were to breach its obligations.

8.3 Release. Except for the right to seek repayment of sums paid by Developer to City described in Section 8.1 and the right to recover attorneys' fees under Section 12.20, Developer, for itself, its successors and assignees, releases City, its officials, officers, agents and employees from any and all monetary claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including any claim or liability based upon Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance that seeks to impose any monetary liability whatsoever upon City because it entered into this Agreement or because of the terms of this Agreement.

8.4 City's Termination of Agreement or Exercise of Other Remedies Upon Developer's Default. Subject to compliance with Sections 6.4 and 6.5, City may terminate or modify this Agreement upon Developer's failure to perform any material duty or obligation under this Agreement. City may terminate or modify this Agreement or exercise its other remedies only after providing Notice of default to Developer setting forth the nature of the default and the actions, if any, required to cure the default and only if (a) Developer has failed to take the actions and materially cure the default within sixty (60) days after its receipt of the Notice, or (b) Developer has failed within sixty (60) days to commence the actions necessary to cure the default and

thereafter diligently proceed to cure the default if the default is of a type that cannot be cured within sixty (60) days but can be cured within a longer time.

8.5 Developer's Termination of Agreement or Exercise of Other Remedies Upon City's Default. Developer may terminate this Agreement or exercise its other remedies upon City's failure to perform any material duty or obligation under this Agreement. Developer may terminate this Agreement or exercise its other remedies only after providing Notice of default to City setting forth the nature of the default and the actions, if any, required by City to cure the default and only if (a) City has failed to take such actions and materially cure the default within sixty (60) days after its receipt of the Notice or (b) City has failed within sixty (60) days to commence the actions necessary to cure the default and thereafter diligently proceed to cure the default if the default is of a type that cannot be cured within sixty (60) days but can be cured within a longer time.

8.6 Informal Resolution. During the administration and implementation of this Agreement, the Parties recognize that good faith disagreements may arise between City staff and Developer. In the event that a dispute arises, the Parties will meet and confer in a good-faith attempt to resolve the dispute.

9. THIRD PARTY LITIGATION.

9.1 Defense of Third Party Litigation. City shall promptly notify Developer in writing of any claim, action or proceeding filed and served against City to challenge, set aside, void, annul, limit or restrict the approval and continued implementation and enforcement of this Agreement, including challenges of the environmental review of the Project, any Development Approval and/or this Agreement conducted pursuant to the California Environmental Quality Act. Developer and City agree to use good faith, commercially reasonable efforts to confer and cooperate with one another with respect to such third party litigation. Developer shall defend (with legal counsel of City's selection, reasonably acceptable to Developer), indemnify and hold harmless City, its agents, officers and employees from any such claim, action or proceeding, and shall indemnify City for all costs of defense and/or judgment obtained in any such action or proceeding; provided, however, if Developer elects, in its sole discretion, not to defend the action (preferring to either allow judgment to be entered or to enter into a settlement with plaintiff(s) which declares this Agreement to be void, annulled, or which limits or restricts this Agreement), Developer shall so notify City in writing and City shall then have the option, in its sole discretion, of defending the action at its cost. In the event this Agreement, as a result of a third party challenge, (a) is voided or annulled, this Agreement shall terminate and be of no further force or effect as of the date such judgment or settlement and (b) is limited or restricted in such a manner that the intent and purposes of this Agreement cannot be implemented as mutually desired by the Parties, then unless otherwise agreed by the Parties in writing, this Agreement shall be of no further force or effect as of the date such judgment or settlement.

9.2 Extension of Term. Anything in this Agreement to the contrary notwithstanding, the Term (and any extension thereof under Section 2.3) will automatically be extended by the number of days in the period commencing on the date of filing of any claim, action, or proceeding of the type described in Section 9.1 and ending on the date that the claim, action, or proceeding is either settled or fully and finally resolved in City's and Developer's favor, as evidenced by the expiration of all appeal periods with no further appeal being filed or the issuance of a full, final,

and non-appealable judgment or decision. City will execute, in recordable form, any instrument which Developer may reasonably require to evidence the extension.

10. MORTGAGEES.

10.1 Mortgagee Protection.

a. This Agreement does not prevent or limit Developer, in its sole discretion, from encumbering the Property or any portion or any improvement thereon with any mortgage, deed of trust or other security device. City acknowledges that a Mortgagee may require Agreement interpretations and modifications. City will meet with Developer and the Mortgagee's representatives to negotiate in good faith with regard to any requested interpretation or modification. City may not unreasonably withhold its consent to any requested interpretation or modification. All Mortgagees will be entitled to the following rights and privileges:

i. Developer's breach of this Agreement will not defeat, render invalid, diminish or impair the lien of any mortgage made in good faith and for value.

ii. Upon a Mortgagee's written request, City will provide a copy of any Notice of default given to Developer concurrently with the Notice to Developer. The Mortgagee will have the right, but not the obligation, to cure the default within any remaining cure period allowed Developer under this Agreement.

iii. Any Mortgagee who comes into possession of the Property or any portion of it pursuant to foreclosure of the Mortgagee's security instrument or its acceptance of a deed in lieu of foreclosure will take the Property or portion thereof subject to this Agreement. Any other provision of this Agreement to the contrary notwithstanding, no Mortgagee will have any obligation to perform any of Developer's obligations or to guarantee their performance. However, if any of Developer's obligations are conditions precedent to City's obligations, then Developer's obligations will continue to be conditions precedent to City's performance of its obligations.

11. INSURANCE; INDEMNIFICATION.

11.1 Insurance.

a. Types of Insurance.

i. Public Liability Insurance – Prior to Construction. Prior to commencement of construction by Developer on the Property, Developer shall at its sole cost and expense keep or cause to be kept in force for the mutual benefit of City and Developer broad form commercial general public liability insurance against claims and liability for personal injury or death arising from the use, occupancy, disuse or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property or for property damage, providing protection of a least **One Million Dollars (\$1,000,000)** per occurrence and **Two Million Dollars (\$2,000,000)** aggregate coverage plus an Umbrella Liability Policy for **One Millions Dollars (\$1,000,000)** for bodily injury, death or property damage combined for any one accident or occurrence, which limits shall be subject to reasonable increases in amount as City may reasonably require from time to time.

ii. Public Liability Insurance – During Construction. During construction by Developer on the Property, Developer shall at its sole cost and expense keep or cause to be kept in force for the mutual benefit of City and Developer broad form commercial general public liability insurance against claims and liability for personal injury or death arising from the use, occupancy, disuse or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property or for property damage, providing protection of a least **Five Million Dollars (\$5,000,000)** per occurrence for bodily injury, death or property damage combined for any one accident or occurrence, which limits shall be subject to reasonable increases in amount as City may reasonably require from time to time.

iii. Worker's Compensation – Prior to Construction. Developer shall also furnish or cause to be furnished to City evidence reasonably satisfactory to it that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries workers' compensation insurance as required by law.

iv. During Construction - Commercial Auto. Insurance Services Office Form Number CA 0001 coverage Code 1 (any auto), with limits no less than \$2,000,000 per accident for bodily injury and property damage.

v. During Construction - Insurance Contractor's Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if the Project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

vi. Other Insurance. Developer may procure and maintain any insurance not required by this Agreement, but all such insurance shall be subject to all of the provisions hereof pertaining to insurance and shall be for the benefit of City (to the extent applicable) and Developer.

vii. Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies licensed and admitted to do business by California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VIII or better, unless waived by City. All such policies shall contain language, to the extent obtainable, to the effect that (i) any loss shall be payable notwithstanding any act of negligence (excepting willful and intentional violations of law) of City or Developer that might otherwise result in the forfeiture of the insurance, (ii) the insurer waives the right of subrogation against City and against City's agents and representatives; (iii) the policies are primary and noncontributing with any insurance that may be carried by City; and (iv) the policies cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City or City's designated representative. Developer shall furnish City with copies of all such policies promptly on receipt of them or with certificates evidencing the insurance. City shall be named as an additional insured on all policies of insurance (other than Workers' Compensation) required to be procured by the terms of this Agreement. The City's Risk Manager, or its designee, acknowledges and agrees that the insurance requirements above have been established based on anticipated use, activities, and conditions of the Property. In the event the City's Risk Manager reasonably determines that a new or unreasonable use, activity, or condition

of the Property, improvements or adjoining areas or ways, affected by such use of the Property under this Agreement creates an increased or decreased risk of loss to the City than what the Parties hereby acknowledge to be duly satisfied by the insurance requirements above, Developer agrees that the minimum limits of the insurance policies required by this Section 11.1 may be changed accordingly upon receipt of written notice from the City's Administrative Services Director or designee; provided that Developer shall have the right to appeal a determination of increased coverage to the City Manager of City within twenty (20) days of receipt of notice from the City's Risk Manager.

viii. Failure to Maintain Insurance and Proof of Compliance. Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required hereunder together with evidence satisfactory to City of payment required for procurement and maintenance of each policy within the following time limits:

(A) For insurance required above, within thirty (30) days after the Effective Date.

(B) For any renewal or replacement of a policy already in existence, at least ten (10) days before the expiration or replacement of the existing policy.

(C) If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish City with required proof that that insurance has been procured and is in force and paid for, such failure or refusal shall be a default hereunder.

11.2 Indemnification.

a. General. The Developer shall indemnify the City and its officers, employees, and agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, expenses, penalties, obligations, errors, omissions, or liabilities, including attorneys' fees and costs (herein "claims or liabilities") that may be asserted or claimed by any Person arising out of or in connection with the work, operations, or activities by Developer or its officers, agents, employees, or contractors (including subcontractors), upon the Property or related to or arising out of the approval of this Agreement, the Existing Development Approval or Subsequent Development Approvals;

i. The indemnifying Party will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including reasonable legal costs and attorneys' fees incurred in connection therewith.

ii. The indemnifying Party will promptly pay any judgment rendered against the indemnified Party or its officers, agents, or employees for any such claims or liabilities arising out of or in connection with its foregoing indemnity and will save and hold the indemnified Party, its officers, agents, and employees harmless from any failure to so pay any such judgment. If the indemnified Party recovers any attorneys' fees, expert witness fees, costs, interest, or other amounts from the third party or third parties asserting claims or liabilities, the indemnifying Party shall be entitled to retain the same in an amount not to exceed payments made pursuant to its

indemnification obligation (provided such Party has fully performed its indemnity obligations hereunder).

iii. In the event the indemnified Party, its officers, agents, or employees is made a party to the action or proceeding filed or prosecuted against for such damages or other claims arising out of or in connection with the work, operations, or activities of the indemnifying Party under this Agreement, the indemnifying Party agrees to pay the indemnified Party, its officers, agents, or employees any and all reasonable out-of-pocket costs and expenses actually incurred by the indemnified Party, its officers, agents, or employees in such action or proceeding, including but not limited to reasonable legal costs and attorneys' fees.

b. Exceptions. The indemnities and releases of this Section 11.2 shall not include claims or liabilities to the extent and degree arising from the negligence or willful misconduct of any or all of the indemnified Party and its officers, agents and employees.

c. Loss and Damage. Except as otherwise set forth in this Agreement, City shall not be liable for any damage to property of Developer or of others located on the Property, nor for the loss of or damage to any property of Developer or of others by theft or otherwise. Except as otherwise set forth in this Agreement, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Property or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Property, or by any other cause of whatsoever nature.

d. Period of Indemnification. The obligations for indemnity under this Section 11.2 shall begin upon the Effective Date and shall survive termination of this Agreement.

e. Waiver of Subrogation. Developer agrees that it shall not make any claim against, or seek to recover from the City or its officers, agents, servants, or employees, for any loss or damage to the Developer or to any person or property, except as specifically provided hereunder and the Developer shall give notice to any insurance carrier of the foregoing waiver of subrogation, and obtain from such carrier, a waiver of right to recovery against the City, its officers, agents and employees.

f. Survival of Provisions. The indemnity provisions set forth in this Section shall survive termination or cancellation of this Agreement as to matters arising prior to the termination or cancellation of this Agreement.

12. MISCELLANEOUS PROVISIONS.

12.1 Recordation of Agreement. This Agreement and any amendment, termination or cancellation of it will be recorded with the Riverside County Recorder by the City Clerk in accordance with Government Code Section 65868.5.

12.2 Entire Agreement. This Agreement contains the entire understanding and agreement of the Parties. There are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to in this Agreement. Parole evidence will not be admissible to interpret this Agreement.

12.3 Estoppel Certificates. Within thirty (30) days following a Party's written request, and at no cost to the requesting Party, the other Party will certify in writing that, to its knowledge:

a. This Agreement is in full force and effect and is binding upon the certifying Party.

b. This Agreement has not been amended or modified, except as expressly described in the estoppel certificate.

c. The requesting Party is not in default of its obligations under this Agreement, and that there have been no events that with the passage of time, the giving of notice, or both, would constitute the requesting Party's default under this Agreement, except as expressly described in the estoppel certificate.

12.4 Severability. Every provision of this Agreement is a separate and independent covenant. If any provision is, or the application of the provision in certain circumstances is, to any extent, found to be invalid or unenforceable for any reason whatsoever, then the remainder of this Agreement, or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected. The Parties will negotiate in good faith any amendments or operating memoranda necessary to cure any invalidity or unenforceability.

12.5 Interpretation and Governing Law. This Agreement and any dispute concerning it will be governed and interpreted in accordance with California's procedural and substantive laws, without regard to its conflicts of laws principles. This Agreement will be construed as a whole according to its fair language and common meaning. The rule of construction that ambiguities in a document are to be resolved against the drafting party may not be employed in interpreting this Agreement. Each Party acknowledges that it was represented by counsel in this Agreement's negotiation and preparation.

12.6 Section Headings. All section headings and subheadings are inserted for convenience only and do not affect this Agreement's construction or interpretation.

12.7 Singular and Plural. The singular of any word includes the plural.

12.8 Including. Unless the context requires otherwise, the term "including" means "including, but not limited to."

12.9 Time of Essence. Time is of the essence as to the performance of any obligation as to which time is an element.

12.10 Calendar Periods. All references to "years", "quarters", "months" and "days" are references to calendar years, quarters, months and days.

12.11 Waiver. A Party's failure on any one or more occasions to insist upon strict compliance by the other Party, or a Party's failure on any one or more occasions to exercise its rights upon the other Party's default, is not a waiver of that Party's right to demand strict compliance by the other Party on any future occasion.

12.12 No Third Party Beneficiaries. This Agreement is entered into for the sole protection and benefit of the Parties and their successors and assigns. Except as provided in Section 10 or with respect to a Developer Transferee, no other person or entity has any right of action based upon this Agreement.

12.13 Permitted Delays. The period of a Permitted Delay will commence to run on the date the Permitted Delay begins. The period of the Permitted Delay will end when the circumstances giving rise to the Permitted Delay are eliminated or mitigated, provided that with respect to third party litigation, Permitted Delay shall be deemed to have occurred during the entire pendency of the litigation. The Term of this Agreement and each obligation of the Developer shall be extended on a day for day basis for each day of Permitted Delay. The Party alleging the Permitted Delay will exercise commercially reasonable efforts to eliminate or mitigate the circumstances giving rise to the Permitted Delay or the extension terminates provided that neither Party shall have an obligation to settle litigation pursuant to this sentence on terms unacceptable to such Party. Neither Party will be in default of an obligation if that Party's inability to perform or delay in performing that obligation is caused by a Permitted Delay. Except with respect to Permitted Delay resulting from action or inaction by a governmental agency, no Permitted Delay shall result in an extension of more than six months. Any further extension will require an amendment of this Agreement.

12.14 Successors in Interest. The burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, the Parties' successors in interest. All provisions are enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act with regard to the Development of the Property:

- a. Is for the benefit of and is a burden upon all portions of the Property.
- b. Runs with the Property and all portions.
- c. Subject to Section 7 of this Agreement, is binding upon each Party and its successors in interest during the term of that Party's or its successors' ownership of the Property or any portion.

12.15 Counterparts. This Agreement may be executed in counterparts, which will be construed together and have the same effect as if the Parties had executed the same instrument.

12.16 Jurisdiction and Venue. All legal actions and proceedings to enforce or interpret this Agreement must be filed and tried in Riverside County Superior Court or other legally appropriate court and venue.

12.17 Project as a Private Undertaking. The Project is a private development and neither Party is acting as the agent of the other in any respect. Each Party is an independent contracting entity with respect to this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of private property by a private party.

12.18 Further Actions and Instruments. Each Party must cooperate with the other and provide reasonable assistance to the other in the performance of the other Party's obligations. Upon

a Party's request, the other Party must promptly execute (with notary acknowledgment if required) those instruments, and take any reasonable actions, necessary to evidence or consummate the transactions expressly described, or which are a logical extension of the transactions described, in this Agreement.

12.19 Eminent Domain. No provision of this Agreement expands, limits, or restricts City's exercise of its eminent domain powers.

12.20 Attorneys' Fees. If either Party files any action or brings any action or proceeding against the other pertaining to the interpretation or enforcement of this Agreement, then the prevailing Party will recover as an element of its costs of suit and not as damages its costs of suit, expert fees, consultant costs, and reasonable attorneys' fees as fixed by the Court.

12.21 Authority to Execute. Each natural person executing this Agreement on behalf of a Party represents that he or she has the authority to execute this Agreement on behalf of that Party and that he or she has the authority to bind that Party to this Agreement.

[Signature pages follow]

SIGNATURE PAGE
TO
FRENCH VALLEY DEVELOPMENT AGREEMENT

“CITY”

CITY OF MURRIETA,
a California general law city and municipal
corporation

By: _____
Its: _____
Name: _____

ATTEST:

Cristal McDonald, City Clerk

SIGNATURE PAGE

TO

FRENCH VALLEY CROSSINGS DEVELOPMENT AGREEMENT

“DEVELOPER”

French Valley Crossings, LP,
a California limited partnership

By: Hagop Kofdarali
Hagop Kofdarali,
Authorized Signatory

Phelan Service Station, LP,
a California limited partnership

By: Hagop Kofdarali
Hagop Kofdarali,
Authorized Signatory

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Riverside

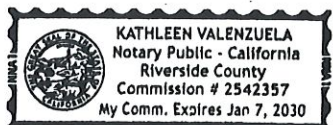
On March 20, 2026 before me, Kathleen Valenzuela notary public
Date Here Insert Name and Title of the Officer

personally appeared Hagop Kofdarali
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

Signature Kathleen Valenzuela
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Riverside

On March 20, 2020 before me, Kathleen Valenzuela notary public
Date Here Insert Name and Title of the Officer

personally appeared Hagop Kofdarali
Name(s) of Signer(s)

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.

Place Notary Seal and/or Stamp Above

Signature Kathleen Valenzuela
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

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☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

EXHIBIT A
TO
FRENCH VALLEY CROSSINGS DEVELOPMENT AGREEMENT
Legal Description of Property

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Riverside, City of Murrieta and described as follows:

Parcel A:

APN: 963-060-086

Being Lot 2 of Lot Line Adjustment LLA 18-4889, recorded November 19, 2018 as [Instrument No. 2018-0455431](#), of Official Records, more particularly described as follows:

In The City of Murrieta, County of Riverside, State of California, being Parcel A of Lot Line Adjustment No. 000-31, recorded August 31, 2005 as [Instrument No. 2005-0721101](#), of Official Records, more particularly described as follows:

That certain parcel of land situated in the City of Murrieta, County of Riverside, State of California, being that Portion of Parcel 4 of Parcel Map No. 6026, as shown on a Map filed in [Book 18, Page 17](#) of Parcel Maps, in the Office of the County Recorder of said Riverside County, described as follows:

Beginning at a point in the Westerly line of said Parcel 4 distant thereon North 00° 26' 27" East (formerly recorded North 00° 03' 05" West), 1268.35 feet from an angle point in said line near the Southwest corner of said parcel;

Thence North 80° 43' 45" East 115.02 feet to a point on a non-tangent curve concave Northeasterly and having a radius of 1510.00 feet, a radial line of said curve from said point bears North 80° 43' 45" East; thence along said curve Southeasterly 908.97 feet through a central angle of 34° 29' 25";

Thence South 43° 45' 40" East 56.59 feet to the boundary line of said Parcel 4 and a point in the Northwestern line of Winchester Road;

Thence along said boundary line through the following courses: South 46° 14' 23" West 268.76 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 1555.00 feet;

Thence along said curve Southwesterly 354.65 feet through a central angle of 13° 04' 03", to a point from which a radial line bears South 56° 49' 40" East (formerly recorded 354.47 feet through a central angle 13° 03' 39");

Thence non-tangent from said curve South 57° 21' 57" West 23.02 feet, (formerly recorded South 56° 52' 30" West, 23.02 feet);

Thence North 89° 41' 21" West 99.70 feet, (formerly recorded North 89° 49' 05" East, 99.85 feet); Thence North 42° 14' 37" West 34.01 feet, (formerly recorded North 42° 44' 16" West, 34.01 feet);

Thence North 00° 26' 27" East (formerly recorded North 00° 03' 05" West, 1268.35 feet to the point of beginning.

Together with that portion of said land lying Easterly of the following described line:

Beginning at the Northeast corner of Lot 1 of said Lot Line Adjustment LLA 13-224; thence along the North line of said Lot North 89° 57' 08" West, 226.96 feet to the true point of beginning; thence leaving said North line South 00° 02' 52" West, 30.00 feet to the Westerly terminus of that certain course in the North line of the land described in Deed to the County of Riverside, a political subdivision, recorded August 30, 2007 as [Instrument No. 2007-0557202](#), of Official Records, shown as "South 89° 57' 08" East 77.01" thence along the generally Westerly line of said land the following 4 courses:

- 1) South 45° 06' 50" East, 24.43 feet;
- 2) Thence South 00° 02' 52" West, 52.79 to the beginning of a curve, concave Easterly, having a radius of 144.01 feet;
- 3) Thence Southerly along said curve through a central angle of 26° 33' 18" an arc length of 66.75 feet to the beginning of a non-tangent curve, concave Easterly, having a radius of 550.00 feet, a radial line from said beginning of a curve bears North 83° 58' 48" East;

Thence leaving said generally Westerly line and Southerly along said last mentioned curve through a central angle of 03° 51' 53" an arc length of 37.10 feet; thence South 09° 53' 06" East, 156.24 feet to the beginning of a curve, concave Easterly, having a radius of 604.00 feet; thence Southerly along said curve through a central angle of 03° 51' 08" an arc length of 40.61 feet; thence South 13° 44' 14" East, 43.04 feet to the beginning of a curve, concave Westerly, having a radius of 1950.00 feet; thence Southerly along said curve through a central angle of 15° 44' 17" an arc length of 535.63 feet; thence South 02° 00' 03" West, 131.13 feet; thence South 30° 22' 36" East, 99.39 feet; thence South 00° 24' 51" West, 50.86 feet; thence South 89° 41' 19" East, 34.67 feet to a point in the East line of Lot 1 of said Lot Line Adjustment LLA 13-224.

Excepting therefrom the land described in a Grant Deed recorded August 30, 2007 as [Instrument No. 2007-0557202](#), of Official Records, and Recorded March 23, 2022 as [Instrument No. 141109](#) of Official Records.

Also excepting therefrom the land described in a Grant Deed recorded October 30, 2008 as [Instrument No. 2008-0577782](#), of Official Records.

Also excepting therefrom the land described in the Grant Deed recorded July 26, 2022 as [Instrument No. 2022-0332061](#) and [2022-0332062](#), of Official Records.

Parcel B:

Being a portion of the South half of the Northwest one-quarter of Section 6, Township 7 South, Range 2 West, San Bernardino Meridian, described as follows:

Commencing at the Southeast corner of Government Lot 2 of said Section 6;

Thence N 89°57'08"W along the South line of said Government Lot 2, a distance of 149.92 feet; Thence S 00°02'52"W, a distance of 30.00 feet to a point of intersection with the Southerly right-of-way line of Porth Road as dedicated by Declaration of Dedications recorded April 28, 1977 as [Instrument Numbers 74084, 74085, and 74086](#), and Declaration of Dedication recorded May 13, 1977 as [Instrument Number 85048](#), all being Records of the Recorder of Riverside County, California, said point being the true point of beginning:

Thence S 46°57'30"W, a distance of 29.70 feet;

Thence S 00°02'52"W, a distance of 49.71 feet to the beginning of a tangent curve, concave Easterly and having a radius of 106.00 feet;

Thence Southerly along the arc of said tangent curve, through a central angle of 30°27'53", an arc distance of 56.36 feet;

Thence S 30°25'01"E, a distance of 263.04 feet to a point of intersection with the Westerly right-of-way line of Briggs Road as adopted by resolution on file in Supervisor Minute Book 40, Page 239, dated May 3, 1948, Records of the Clerk of the Board of Supervisors, Riverside, California;

Thence Southerly along said Westerly right-of-way line of Briggs Road, S 00°26'29"W, a distance of 80.32 feet to the beginning of a non-tangent curve, concave Southwesterly, having a radius of 106.00 feet and an initial radial bearing of N 73°41'11"E;

Thence Northwesterly along the arc of said non-tangent curve, through a central angle of 14°06'12", an arc distance of 26.09 feet;

Thence N 30°25'01"W, a distance of 306.16 feet to the beginning of a tangent curve, concave Easterly and having a radius of 144.00 feet;

Thence Northerly along the arc of said tangent curve, through a central Angle of 30°27'53", an arc distance of 76.57 feet;

Thence N 00°02'52"E, a distance of 52.78 feet;

Thence N 45°06'50"W, a distance of 24.42 feet to a point of intersection with said Southerly right-of-way line of Porth Road;

Thence S 89°57'08"E along said Southerly right-of-way line, a distance of 77.01 feet to the true point of beginning.

Pursuant to Certificate of Compliance recorded April 7, 2025 as [Instrument No. 2025-0102672](#) of Official Records of Riverside County, State of California.

APN: [963-060-086](#) and additional land

EXHIBIT B
TO
FRENCH VALLEY CROSSINGS DEVELOPMENT AGREEMENT
Site Plan
{see attached}

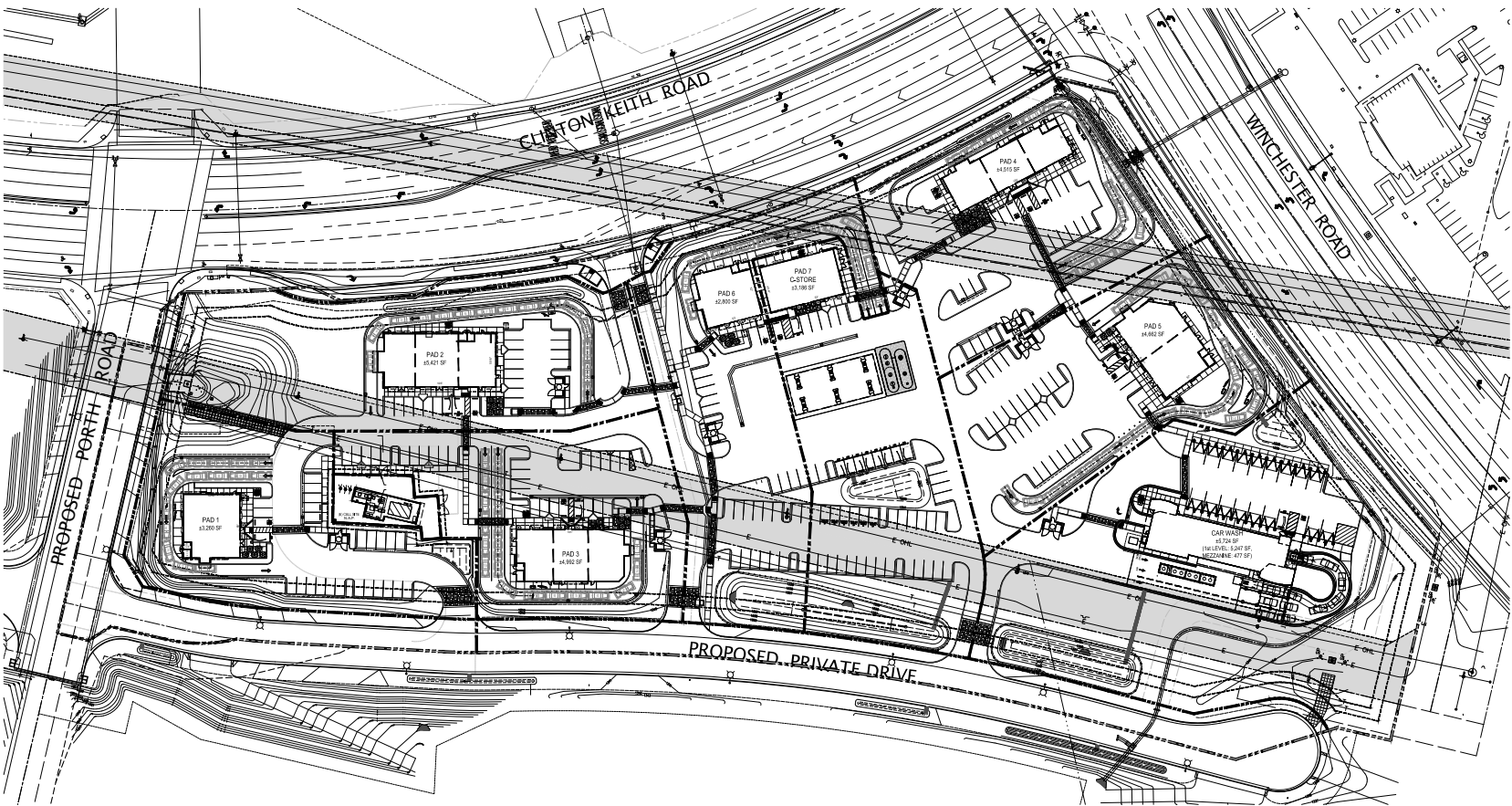


EXHIBIT B - SITE PLAN

EXHIBIT C
TO
FRENCH VALLEY CROSSINGS DEVELOPMENT AGREEMENT
Planning, Public Works, and Engineering Conditions of Approval

— {see attached}

CONDITIONS OF APPROVAL
SUBSTANTIAL CONFORMANCE (SC) 2023-0003 TO EXTENSION OF TIME 2023-00009, SUBSTANTIAL CONFORMANCE 2021-2294, TENTATIVE PARCEL MAP 2018-1721, DEVELOPMENT PLAN 2018-1720, CONDITIONAL USE PERMIT 2018-1722 AND VARIANCE 2020-2039
FEBRUARY 12, 2026

PLANNING DIVISION:

1. This project approval is for a Substantial Conformance to replace Pad 1, 5,910 sq ft shop building with a 3,262 sq ft double drive-through, Pad 2, 2,640 sq ft drive through replaced with a 5,421 sq ft drive through and retail building, Pad 3 (formerly Shops 1) 3,950 sq ft retail building replaced with a 4,992 sq ft drive-through and retail building, Pad 4 (formerly Pad 3), 2265 sq ft drive-through replaced with a 4,515 sq ft double drive through and retail building, Pad 5 (formerly auto repair) 6,500 sq ft replaced with a 4,662 sq ft double drive through and retail building, Pad 6 & 7 (formerly C-store), 4,100 sq ft replaced with a 3,186 C-Store building and a 2,800 sq ft retail building, and the Car Wash, 3,590 sq ft replaced with a 5,724 sq ft Car Wash, consistent with the original approval.
2. The applicant 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, action, or proceeding 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 of any such claim, action, or proceeding against the City and will cooperate fully in the defense.
3. Any fees due the City of Murrieta for processing this project shall be paid prior to issuance of any permit. 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.
4. The project shall be subject to the original conditions of approval, Tentative Parcel Map 2018-1721, Development Plan 2018-1720, Conditional Use Permit 2018-1722 and Variance 2020-2039, Substantial Conformance 2021-2294, Extension of Time 2023-00009, unless amended by conditions included with this approval for Substantial Conformance 2023-00003.
5. If applicable, prior to final map recordation, the permittee shall process a minor amendment of the tentative map to demonstrate consistency with the Substantial Conformance approval.

LANDSCAPING

Prior to Issuance of Grading Permits:

6. Three copies of construction landscaping plans shall be submitted to the Planning

Division. A licensed Landscape Architect shall prepare the plans.

7. The above-described plans shall be in substantial conformance with the plans approved by the City Landscape Architect, City Administrative Staff, Planning Commission and/or City Council. Notes, details, and specifications shall be included.
8. All landscape and irrigation plans shall be consistent with Title 16.28 of the Murrieta Municipal Code and other currently required city and state water efficiency conditions, as applicable.
9. Landscape plans shall be drawn at a scale of 20 feet equal to 1 foot or larger.
10. No light fixture or utility may be designed for any location in a planting area, which would make it necessary to eliminate a tree.
11. Plant materials shall be installed from container sizes consistent with Murrieta Municipal Code, 16.28.080, Table 3-5, Minimum Required Mix of Plant Materials.
12. All areas that are graded, whether shown to be landscaped or not, shall be landscaped at the direction of the City Planner or City Landscape Architect, if the areas are disturbed.
13. The perimeter surrounding the existing cell site shall be landscaped with a line of approved evergreen, densely growing screening shrubs capable of growth to at least 6 feet high.
14. All ground covers shall be installed from living plant materials. Spacing shall be such that 100% coverage is achieved within 2 years of the installation.
15. All planter areas shall be a minimum of 5 feet wide excluding curbs and required concrete strip adjacent to parking spaces (minimum of 12" wide by 4" deep plus 6" wide curb or 12" wide integrally poured curb).
16. Street trees shall be installed at a rate of 30 to 35 feet on center. All street trees shall be installed from 24" box containers.
17. Canopy shade trees shall be located adjacent to all uncovered parking spaces. The trees shall be located no farther than 25 to 30 feet on center depending on the determined canopy spread of the species by the City Landscape Architect. Within fuel modification zones, tree spacing shall comply with Murrieta Fire & Rescue's Fuel Modification Guidelines including all horizontal and vertical tree spacing requirements which may require greater distances between trees and reduce shade by trees.
18. Additional tree locations will be required in locations designated by the City Landscape Architect.
19. Small growing trees shall be installed adjacent to existing power poles as approved by the utility.
20. Bio-retention basin slopes shall be planted with live plant material suitable for erosion control and tolerant of periodic inundation, consistent with the City's Slope Landscaping

for Commercial Development guideline and the City's erosion control requirements indicated per the project's grading plans. Basin slopes shall be irrigated with drip irrigation with the exception of the lower slope and basin bottom which may be irrigated with spray irrigation. The bottom of the basin may be landscaped with either live plants or a native hydroseed mix appropriate for fuel modification zones and tolerant of periodic inundation.

21. All plantings shall be hydro-zoned to either low or medium water use, as necessary. The estimated water use percentage shall not exceed 45% of the evapotranspiration requirement. Plant materials within planting areas shall be hydro-zoned using WUCOLS IV, Region 4.
22. No plants shall be designed that will freeze in the local winter climate, are short-lived, or those with thorns. This excludes *Lantana* and *Dasyllirion*.
23. All fertilizers and soil amendments used during planting preparation and installation shall be derived from organic based materials. All soils shall be amended per the agronomic soils report recommendations. A minimum of 1 soil sample shall be taken per 25,000 square feet of landscape area, taken evenly throughout the site. The permit landscape plans shall show the soil test location.
24. The soil management plan with organic recommendations shall be provided on the landscape plan sheets. If grading of greater than 2 inches is anticipated, the soil management plan shall be presented to the City Landscape Architect via email prior to the pre-job landscape meeting.
25. Natural wood bark mulch shall be applied to all planting areas 3 inches deep.
26. All standard trunk trees shall be double staked with vinyl type ties nailed to the lodge pole stakes in at least two vertical locations.
27. Root barriers of a continuous polyethylene material, at least 0.06 inches thick, are required for all trees located within 5 feet of a structure or paving. Trees located within 10 feet of the City sidewalk or curb shall incorporate a minimum of 20 lineal feet per tree of root control.
28. A weather-based irrigation smart controller shall be installed that measures evapo-transpiration. A rain shut off device/weather station shall be installed connected with the irrigation controller.
29. Prior to submitting the permit landscape plans, verify with Murrieta Fire & Rescue whether development is designated as within the Very High Fire Hazard Severity Zone (VHFHSZ). If located within the VHFHSZ, comply with the City's latest Fuel Modification Guidelines and State Chapter 49 Vegetation Management requirements. Plans may need to be revised to comply with all Murrieta Fire and Rescue requirements. Where Fuel Modification requirements conflict with above-noted project conditions, fuel modification requirements will typically supersede the above requirements out of an abundance of caution, subject to review and approval by City Planning staff and the City's Landscape Architect.

30. Onsite slopes shall be landscaped, at a minimum, according to City's Slope Landscaping, Requirements for Subdivision Tract and Commercial Slopes document. Refer to City's website under Planning Division, Applications and Forms, Landscape Handouts. Offsite slopes, across Porth Road to the north and the private drive to the west, shall be hydroseeded with a non-irrigated, native fuel modification hydroseed mix suitable for erosion control purposes. Final hydroseed mix and components subject to review and approval by the Planning, Engineering, and Murrieta Fire Department, as well as the City's Landscape Architect. Full, detailed hydroseed specifications shall be included within the landscape construction plans. *Prior to grading permit issuance, for off-site slopes only, the Permittee may work with the Engineering Department to propose a non-landscaped alternative.*
31. A separate electrical and irrigation point of connection shall be provided for any city-maintained offsite landscape areas.
32. Verify final street tree selections with the Community Services Department. No Sycamores or other trees with aggressive root systems in parkways and planters less than 6 feet wide.

Prior to Issuance of a Building Permit:

33. The landscape plans shall be approved by the City's Landscape Architect and Assigned Planner.
34. The offsite landscape plans shall be approved by the City's Landscape Architect, Assigned Planner, and the Community Services Department.
35. The fuel modification landscape plans shall be approved by the City's Landscape Architect, Assigned Planner, and Murrieta Fire & Rescue.

Prior to the Initiation of Landscape Construction:

36. Contact City's Assigned Planner or Landscape Architect to determine if a pre-job meeting with the job site superintendent and the landscape contractor will be required. No landscaping shall occur prior to the meeting or the City's determination that it will not be required.
37. Contact City's Community Services Department to determine if a pre-job meeting with the job site superintendent and the landscape contractor will be required. No landscaping shall occur within the City's right-of-way and offsite areas prior to the meeting or the City's determination that it will not be required.

Prior to the issuance of occupancy permits:

38. All required landscaping and irrigation systems shall be installed in a condition acceptable to the City. The owner's Landscape Architect shall provide inspections throughout the landscape installation process. The owner shall provide the City with a Landscape Certificate of Completion documentation package. The City will review the Certificate of Completion and conduct a final inspection to ensure that the landscape installation is in

compliance with all City policies, practices and the approved landscape plans. The Certificate of Completion shall be complete with irrigation water audit, irrigation schedules, landscape maintenance schedules, and soil management report. A separate Certificate Package shall be provided for each required plan set.

39. Performance securities, in the amount determined by the City to guarantee the adequate maintenance of the landscaping materials and irrigation system in accordance with the approved plans for a period of one (1) year from the date of final clearance of the installed landscaping by the City, shall be posted with the Planning Division. Acceptable forms of security shall be limited to cash deposit, cash bonds, or irrevocable letters of credit. The performance securities may be released one (1) year after final clearance of the installed landscaping by the City, upon written request by the owner, if the landscaping has been adequately maintained. A deposit to cover re-inspection of the landscape, at the current City rate shall be posted with the Planning Division prior to re-inspection for maintenance bond release.

BUILDING AND SAFETY DIVISION

40. All construction shall comply with the current California Building Codes (CBC), and related Codes and Ordinances of the City of Murrieta, as follows: The California Model Codes currently in effect are the 2022 California Codes, based on the 2021 International Residential Code (IRC), 2021 Uniform Plumbing and Mechanical Codes (UPC, UMC), 2020 National Electric Code(NEC), 2021 International Building Code (IBC), 2021 International Fire Code (IFC) and the 2022 California Energy Code, 2022 California Green Building Standard Code ("Cal Green"); and the City of Murrieta Ordinance for Universal Design Residential Dwellings, to include applicable Murrieta City municipal codes.
41. Digital sets of plans shall be submitted for all building and exterior site improvements; and shall include building data, building use/occupancy, construction type, actual building square foot area and related building means of egress and ensuing egress discharge to the public right-of-way.
42. Architectural site and on-site civil design shall correlate, and details shall comply with accessibility standards of the State of California. All proposed ADA/EV parking spaces shall Not be reduced in size or obstructed by any diamond planters or any other type of shaped curbing.
43. Construction plan submittals shall be subject to the current California Green Building Standards Code, wherein provisions for means of achieving material conservation and resource efficiency through construction waste reduction of at least 65% recycling and/or salvage for reuse, diversion, and employment of techniques to reduce pollution through recycling of materials.
44. Any proposed exterior lighting shall be shown on building permit plans and shall comply with the City of Murrieta's MMC Sec.16.18.110, Mt. Palomar Lighting Pollution Control Standards and/or equal. LED limits are 4050 lumens maximum per fixture and 3000K kelvin color rendition. Photometric plans are required.

45. Separate permits shall be obtained from the City of Murrieta Building & Safety Department, for individual structures and appurtenances e.g., construction trailer(s), parking lot lighting, masonry walls, retaining walls, monument signs, building and monument wall signs, site amenities, EV chargers, temporary power etc. Temporary power and temporary wiring shall comply with the current California Electrical Code.
46. Plans submitted during the permitting process, including but not limited to, site plan, precise grade plans and building architectural features, shall not vary substantially from plans previously reviewed and approved by the Planning, Engineering or other City Departments, without prior authorization from the City Planner, City Engineer and/or Director of Building and Safety.
47. Detectable warnings shall be cast in place and comply with the following:
 - A) Detectable warning surfaces shall be yellow and approximate FS 33538 of SAE AMS-STD-595A. (CBC 11B-705.1.1.3.1)
 - B) Detectable Warnings Shall be referenced at all outside curbs and drive lanes.
48. Walkways that are utilized for exterior routes of accessible travel shall be a minimum 48" inches in width, but when parked vehicles (head-in) abut to walkways, they shall be a minimum of 6'ft. wide (vehicle front-end overhang) or wheel stops shall be used at those vehicle parking spaces. Complete dimensions shall be clearly identified on plans.
49. All Exterior Path of Travels Shall conform to current CA Building Codes and Accessible Standards.
50. Indicate a 12" inch wide step out curb at parking spaces located adjacent to island planters. Construction Details will be required during plan review.
51. All required Accessible spaces shall not be obstructed by landscaping and landscaping diamond/triangle feature areas and these shall not project into required parking space(s) accessibility dimensions. Access to all required Accessible and EV Charging equipment from parking space(s) shall not be obstructed or blocked by any landscaping diamond/triangle areas or any similar physical barriers, such as landscaping features, etc.
52. Van accessible EVCS charging spaces shall be shown as 12' ft. wide and 18' ft. long, with a 5' ft wide by 18' ft. long access aisle. Accessible EVCS that serve a particular building, or facility shall be located on an accessible route to an accessible entrance.
53. All Non-Res (Chapter 5) has changed and requires various levels of EV charging requirements, including new requirements for warehouse, retail and grocery store loading dock EV support. Requires EVSE level 2 or greater. Increases to the main service panel sizes to allow for EV chargers.
54. Van accessible spaces as required by the current California Building Code Chapter 11B shall be configured and shown as 12' ft wide with a minimum 5' ft wide access aisle on the

passenger side of the parking space. See clarification below, and note that requirements will be required during plan review. Required detailed dimensions for Accessible parking spaces shall comply with the following: Van accessible & EV spaces shall be configured as 12' ft minimum width, 5' ft minimum wide access aisle on the passenger side of the vehicle space and 18' ft minimum length. Note that striping for EV access aisles that serve only the EV spaces shall not be Blue color used for accessible spaces. The preferred color is Green. Standard accessible spaces shall be shown as 9' ft minimum width and a minimum 5' ft wide access aisle on a minimum of one side of the space. Length of spaces and access aisles shall be a minimum of 18' feet.

55. All "NO Building" Zones Shall be recorded with Riverside County Assessor and referenced/superimposed on the site plan.
56. A pre-construction meeting shall be scheduled with the City of Murrieta Inspector of Record, prior to the first requested inspection.

Building Permit Application:

57. Digital sets of building construction plans shall be submitted, including a set of supplemental current soil report, structural calculations, energy calculations, etc. Submittals shall conform to the Electronic Plan Check Submittal Guide (Building Form IB-110). Plans must conform to Digital Submittal Requirements (Building Form DS-162). Plans shall conform to submittal requirements for new commercial structures (Form DS-136).
58. Plans submitted for building construction shall contain a full-size copy of the Final Approved set of city department's Conditions of Approval.
60. Submit a construction waste management plan (Building Form DS-153) for diversion of materials.
61. Will serve or first release forms from the governing water and sewer districts will be required.
62. Property and/or Building addressing shall be assigned by Planning and incorporated into the plan set, application and all related documents at time of building plan submission.

Prior to Permit Issuance:

63. A Waste Management Plan (Building Form DS-153), which may include a C & D letter from the Waste Management Company for the recycling, reuse and diversion of construction waste materials from landfills is required prior to the permit issuance.
64. All applicable fees and forms shall be paid. This may include TUMF, School, DIF, etc.
65. Verification of an approved, stamped and signed by the City of Murrieta Engineer, grading plan.
66. A fire access plan shall be approved by Murrieta City Fire Marshal and a copy or notice

of approval by the City Fire Marshal shall be received by Building & Safety.

Prior to Building Final:

67. Final permit approvals shall be obtained, and any outstanding fees shall be paid to all City Departments, which may include Fire, Planning, Engineering, Building & Safety, and the City Landscape Architect prior to the issuance of a Certificate of Occupancy from the City of Murrieta Building and Safety Department.
68. TCO requests Shall be submitted five business days prior to the TCO occupancy request Date (DS-130 Bullet.

Engineering Department:

69. The original Engineering condition of approval #170 (PC-2020-11, DP-2018-1720) has been revised to the following: Permittee shall provide for the undergrounding of all existing and proposed utility systems (e.g., telephone, cable TV, electric power lines below 33 KV) within or along the project boundary/property line(s) (and/or along peripheral streets if consequential), with easements provided as required, and designed and installed/constructed in accordance with City Codes and the utility provider, except for the following:
 - (a) All existing electric lines and communication lines attached to the existing Southern California Edison (SCE) steel poles and contained within the existing fifty-five (55) foot wide easement in favor of Southern California Edison, a corporation, per Instrument No. 96563, recorded 11/2/1967, shall be allowed to remain on the steel poles and are not required to be undergrounded.
70. These Conditions of Approval shall apply to Substantial Conformance SC-2023-00003. The original Conditions of Approval for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect and serve as the basis for conditions for this project's Substantial Conformance Review. Project documents (e.g., Conditions of Approval, Site Plan, Preliminary Grading Plan, Preliminary Improvement Plan, Preliminary Water Quality Management Plan, Preliminary Geotechnical Report, Preliminary Drainage Study, etc.) may be subject to revisions and/or updates for preliminary approvals, prior to submittal for any permit issuance, to ensure compliance with local, state, and federal ordinances, policies, and regulations.
71. All items required to be submitted shall be in electronic format (e.g., .pdf, .doc) unless requested otherwise. Hard copies may be required.
72. All designs shall conform to the City of Murrieta Municipal Code, Development Code, Standard Drawings, and Circulation Element, and as approved by the City Engineer.
73. Prior to any permit issuance, all relevant plans, reports, and supporting documents, shall be prepared in accordance with the Murrieta Municipal Code, reviewed, any applicable

fees paid, and approved by the City Engineer.

74. 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., Site Plan, 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. All discretionary documents shall serve as a reference for final document preparation and approval, and are subject to revision(s) to ensure compliance with all local, state, and federal requirements, as applicable.
75. The grading plan 1st submittal, with building pad location and elevation information, shall be submitted prior to, or concurrently with, the building plan 1st submittal. However, the building plan 1st submittal shall NOT be submitted prior to the grading plan 1st submittal. Moreover, the building plan 2nd submittal shall address all applicable 1st review grading plan comments. Subsequent building plan submittals shall also coincide with the grading plan's latest and applicable revisions.
76. In addition to any applicable permit issuance, an Encroachment Permit shall also be obtained from the Engineering Division prior to commencement of any construction within City right-of-way or public jurisdiction easements.

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

Subdivision Map

77. All original Subdivision Map Conditions of Approval for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect, as applicable.
78. The Permittee/Owner shall submit a Final Parcel Map prepared in accordance to 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.
79. All public improvements, as identified per the Resolution PC-2020-11 Conditions of Approval, shall have final plans approved and all bonds paid, prior to approval of the final map.
80. The Final Tract Map shall include the following "Improvement Note(s)" to identify required improvements prior to city-specified benchmarks (e.g., any permit issuance), in accordance with the Subdivision Map Act 66411.1. The following improvements notes shall be added on the final map:
 - A. All public improvements, as identified per the Resolution PC-2020-11 Conditions of

Approval, shall be completed, and accepted/as-built, prior to the first certificate of occupancy.

Acquiring Offsite Property/Easement

81. All original Acquisition/Easement Conditions of Approval for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect.
82. Prior to any permit issuance, the Permittee/Owner shall coordinate with adjacent property owners affected by proposed onsite and/or offsite improvements. The Permittee/Owner shall be solely responsible for acquisition of any necessary easements, agreements, etc. prior to plan approval. All easements, agreements, etc. shall be notarized and recorded in a format acceptable to the City Engineer.
83. This project shall obtain all permissions, easements, and rights of entries for the proposed drainage outlet and grading west of this project's west boundary, west of the Proposed Private Drive, near and within APN 963-060-077.

Grants of Easements

84. All original Granting of Easement Conditions of Approval for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect.
85. Dedications, grants of easements, and/or right-of-way dedications, shall occur via this project's Tentative Parcel Map Conditions of Approval, TPM 35306, and the original TPM-2018-1721 Conditions of Approval and shall be shown on the Final Map, or per separate instrument(s), as appropriate, as approved by the City Engineer.
86. All easements and/or right-of-way dedications, as required, shall be offered via an Irrevocable Offer of Dedication to the City or other appropriate agency and shall continue in force until the City or other agency accepts or abandons/rejects such offer(s). All dedications shall be free from all encumbrances as approved by the Engineering Division.
87. Easements, when required for roadways, slopes, landscaping, drainage, utilities, etc., both onsite and offsite, shall be shown on the Final Map, or per separate document(s), as appropriate, as approved by the City Engineer. All grants of easements shall be approved and recorded prior to issuance of a grading permit.
88. Vacations and/or abandonment of easements, shall occur via this project's Tentative Parcel Map Conditions of Approval, TTM 38579, and the original TTM-2023-00014 conditions and shall be shown on the final map, or per separate instrument(s), as appropriate, as approved by the City Engineer.

Street Improvement Plans

89. All applicable original Street Improvement Conditions of Approval for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect.
90. After the original City Resolution PC-2020-11 Conditions of Approval were issued to the Applicant, many of this project's conditioned frontage improvements have been installed by others. This project will be required to install public street and storm drain improvements as required by the City Resolution PC-2020-11 Conditions of Approval. However, if the required improvements are already installed by others and the improvements are in City-approved condition, this project may not be required to install those particular improvements. This project will be required to install any missing, damaged, or substandard public frontage improvements as required by the City Resolution PC-2020-11 Conditions of Approval.
91. Any Street Improvement Plan shall include the following "Improvement Note" to identify the required improvements prior to first occupancy:
 - A. "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."
92. City-maintained drainage facilities located outside of city right-of-way shall be accompanied with proper public drainage easements to be reviewed and approved by the City, and recorded on a city-approved format.
93. All storm drain easement widths shall adhere to Riverside County's storm drain easement width chart and have a max cross slope of 5%.

The Permittee/Owner shall provide a design to construct/reconstruct any non-ADA compliant pedestrian access ramps within and adjacent to the project's frontage public right-of-way to current ADA requirements. Title II of the American Disabilities Act prohibits local governments from discriminating against persons with disabilities. This may include providing handicap access ramps across the street or driveway, or adjacent to the project's property line(s), to ensure public safety, to the satisfaction of the City Engineer.

Traffic Plans

95. All original Traffic Conditions of Approval for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect.
96. As applicable, the Permittee/Owner shall provide a Street Improvement Plan prepared by a registered Civil Engineer in accordance with City standards, Caltrans standards, and MUTCD requirements, with all improvements subject to the approval of the City Engineer.

97. As applicable, the Permittee/Owner shall provide a Signing and Striping plan, designed by a registered Civil Engineer and included with the street improvement plans for the project.
98. The Permittee/Owner shall provide a construction area Traffic Control Plan, if required by the Traffic Engineer. The plan shall be prepared by a registered Civil Engineer in accordance with City standards and MUTCD requirements and approved by the Engineering Division. The Traffic Control Plan shall address roadway widening / street closures / median improvement, detour or other disruption to traffic circulation as required by the Engineering Division.

Grading

99. All original Grading Conditions of Approval for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect.
100. The plans shall show all existing and proposed drainage and stormwater facilities, including surface and subsurface construction.
101. Driveways and Site Access shall conform to Development Code 16.34.080.
102. The Permittee/Owner shall provide the following items for approval, but may be required to provide additional items:
 - 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:
 - 1) A Water Quality Improvement Plan prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Division.
 - 2) A Storm Drain Improvement Plan prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Division.
 - 3) An Erosion Control Plan prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Division.
103. The Grading Plan shall be prepared to the satisfaction of the City Engineer and shall also include, but may not be limited to:
 - A. A topographic map shall be prepared by a qualified Registered Civil Engineer or a Licensed Land Surveyor. The topographic map shall indicate property lines, topographic features and existing and/or proposed structures. Said map shall include contour lines

and/or sufficient spot elevations to clearly represent existing and proposed topographical features, and existing and proposed drainage patterns. The survey shall extend 50 feet minimum beyond limits of work.

- B. Depict the limits of grading and provide cross sections as needed.
- C. Incorporate all recommendations pursuant to the Hydrology/Hydraulic Report prepared for the project.
- D. Incorporate all stormwater best management practices (BMPs) as quantified in the Water Quality Management Plan (WQMP).
- E. Include mitigation measures and project modifications as recommended in the Geotechnical Report prepared for the project.

Sewer & Water

- 104. All original Sewer & Water Conditions of Approval for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect.

Utilities

- 105. All original Utilities Conditions of Approval for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect.
- 106. The Permittee/Owner shall install all proposed utility systems underground, including electric lines 32kv and lower, telephone, and cable TV; and designed and constructed in accordance with City Codes and the utility provider. All applicable appurtenances shall also be coordinated with the building department and engineering department for review of proposed locations. Easements shall also be provided as required.

Geotechnical

- 107. All original Geotechnical Conditions of Approval for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect.
- 108. A comprehensive geotechnical report shall be prepared by a registered Geotechnical Engineer and submitted to the Engineering Division as part of the initial grading plan

check.

- A. The report shall address in-situ soils conditions; shall provide the following, but not be limited to, as necessary:
 - i) a percolation/infiltration analysis,
 - ii) identify any geotechnical hazards for the site,
 - iii) provide recommendations for the construction of engineered structures,
 - iv) provide preliminary pavement sections,
 - v) address the feasibility of long-term infiltration of stormwater runoff onsite, and if subdrains will be required for any proposed infiltration BMPs,
 - vi) Provide recommendations for any special construction methods as necessary.
- 109. All recommended measures identified in the report shall be incorporated into the project design.
- 110. A geotechnical engineer, civil engineer, certified engineering geologist, or certified hydrogeologist shall prepare a percolation analysis and determine infiltration rates for the purpose of determining water quality best management practices (i.e., Water Quality Management Plan).
 - A. See Appendix A, Section 1.8 – Final Report, of the Riverside County Low Impact Development BMP Design Handbook as a guide for preparing the analysis.
 - B. Infiltration testing requirements shall adhere to Appendix A – Infiltration Testing, of the Riverside County Low Impact Development BMP Design Handbook (e.g., Table 1 Infiltration Testing Requirements).
 - C. A note shall be added to the grading plan identifying the infiltration rates used in the WQMP.

Water Quality Management Plan (WQMP)

- 111. All applicable original WQMP Conditions of Approval for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect.
- 112. This project shall submit for review and approval a Final WQMP in conformance with the approved Preliminary WQMP for SC-2023-00003.
- 113. Water Quality Improvement Plans (WQIP) shall be integrated with the grading plans and included as part of the grading plans. Prior to final approval of the grading plans, the grading plans shall be in conformance with the Project-Specific Water Quality Management Plan (WQMP).
- 114. The project shall demonstrate infiltration abilities by converting the percolation tests taken at locations of proposed infiltration/biofiltration BMPs. Proposed BMPs shall be per the

guidelines of the City of Murrieta's 2018 Santa Margarita Region Water Quality Management Plan and the most current order under the National Pollutant Discharge Elimination System (NPDES) Permit initiated under section 2 of the Federal Clean Water Act. The most current order shall be incorporated, as applicable.

115. The grading plan shall add a note to confirm the infiltration rates coincide with the rates used in the Water Quality Management Plan. If BMPs are to be placed in areas and/or depths different from the original infiltration testing, thereby posing potentially different infiltration rates from those originally obtained, new infiltration testing may be required, and BMP designs may be impacted.

Hydrology & Hydraulics

116. All original H&H Conditions of Approval for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect.
117. This project shall submit for review and approval a Final H&H in conformance with the approved Preliminary H&H for SC-2023-00003.

Storm Water Pollution Prevention Plan (SWPPP)

118. All original SWPPP Conditions of Approval for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect.
119. The development shall comply with all applicable regulations established by the United States Environmental Protection Agency (USEPA) as set forth in the National Pollution Discharge Elimination System (NPDES) permit requirements for urban runoff and stormwater discharge and any regulations adopted by the City pursuant to the NPDES regulations and/or requirements. Furthermore, the Permittee/Owner may be required to file a Notice of Intent with the State Water Resources Control Board to obtain coverage under the NPDES General Permit for Storm Water Discharges Associated with Construction Activity and may be required to implement a Storm Water Pollution Prevention Plan (SWPPP) concurrent with the commencement of grading activities. SWPPPs shall include construction pollution prevention and pollution control measures. The applicant shall comply with all the provisions of the Clean Water Program during and after all phases of the development process, including but not limited to: mass grading, rough grading, construction of street and landscaping improvements, and construction of structures.
120. An adequate SWPPP shall be available to State and City Inspectors at the job site prior to commencing construction. The Permittee/Owner shall be responsible for implementation, monitoring, operation, and maintenance of the SWPPP until all construction is completed and improvements have been accepted by the City.

PRIOR TO ISSUANCE OF BUILDING PERMITS

121. All original Conditions of Approval required prior to issuance of building permits for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect.

DURING CONSTRUCTION

122. All original Conditions of Approval required during construction for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect.
123. The Permittee/Owner shall coordinate with the City's Public Works Inspector with approved/signed grading and/or improvement plans and grade/construct per said plans, as approved by the City Engineer.
124. The Permittee/Owner shall construct all onsite grading improvements, per the approved grading plans, as approved by the City Engineer.
 - A. Minor field changes may occur at the discretion of the City Engineer.
 - B. Changes other than minor shall be submitted to the Engineering Division as a construction change submittal for review by Engineering and approval by the City Engineer.
125. The Permittee/Owner shall construct all offsite public improvements, per the approved improvement plans, as approved by the City Engineer.
 - A. Minor field changes may occur at the discretion of the City Engineer.
 - B. Changes other than minor shall be submitted to the Engineering Division as a construction change submittal for review by Engineering and approval by the City Engineer.
126. The Permittee/Owner shall confirm the infiltration rates coincide with the rates used in the Water Quality Management Plan. If BMPs are to be placed in areas and/or depths different from the original infiltration testing, thereby posing potentially different infiltration rates from those originally obtained, new infiltration testing may be required, and BMP designs may be impacted.
127. The Permittee/Owner shall construct all sewer and water improvements necessary to serve this project.
128. The Permittee/Owner shall obtain necessary clearances from the dry utility companies and gas company.
129. The building pads 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.
 - A. Building pad certification shall be obtained prior to building foundation cement pour.
130. Any traffic signal improvements or modifications shall be installed/constructed to coincide with the street improvements as approved by the City Engineer.

Construction fencing shall be placed so as not to interfere with sight distance and comply with City Standard No 214.

132. The exact depth of street structural section and subgrade requirement shall be based on subgrade "R" value tests and the appropriate Traffic Index for the type of street, as determined by the Geotechnical Engineer and the City Standards, whichever is greater.
133. The approved Storm Water Pollution Plan (SWPPP) shall be available onsite at all times from the Notice to Proceed until the issuance Notice of Termination. Moreover, the Permittee/Owner shall be responsible for implementation, monitoring, operation, and maintenance of the SWPPP until all construction is completed and improvements have been accepted by the City.
134. All existing street monuments within or abutting this project site shall be preserved. If such monuments are damaged or destroyed, the Permittee/Owner shall retain a licensed land surveyor or a qualified registered civil engineer to reset those monuments per City Standards 617a, 617b, 617c, and file the necessary information with the County Recorder's office as required by California Business and Professions Code Section 8771. If damaged, existing monuments that are no longer relevant do not have to be replaced, subject to approval by the City Engineer.
135. For new street and/or new intersection monumentation, street centerline monuments shall be set per City Standards 617a, 617b, and 617c, as approved by the City Engineer. All elevation locations for street centerline(s) shall be provided.

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

136. All original Conditions of Approval required prior to issuance of certificates of occupancy for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect.
137. Prior to the issuance of the first (1st) certificate of occupancy, all public improvements, per the approved public improvement plan(s), shall be constructed, completed, and accepted/as-built, to the satisfaction of the City Engineer.
138. Prior to, but not necessarily the last, the issuance of all certificates of occupancy, final grading of the subject property shall be constructed, completed, and accepted/as-built, to the satisfaction of the City Engineer.
139. The Final Map shall be recorded, accepted by County, and a copy provided to the City Engineer, in the format requested.
140. Demonstrate that all treatment control BMP's described in the project-specific WQMP (WQMP) have been constructed and installed in conformance with the approved plans and specifications and the Permittee/Owner is prepared to maintain all BMP's described in the approved WQMP.
141. The Permittee/Owner shall demonstrate that the irrigation controller and heads are set so irrigation runoff does not enter the street or storm drain systems.
142. The Permittee/Owner shall provide "As-Built" drawings of the grading and improvement plans, in electronic format. The electronic copy shall be in an AutoCAD format to the satisfaction of the City's GIS Division.

- A. The Permittee/Owner shall provide electronic copies (e.g., USB drive, CD, shared server) of the approved Final WQMP, Drainage Study, Final Geotechnical Report, and any other applicable document(s). Said Electronic copies shall be in .doc, .pdf, and/or other acceptable Microsoft formats.
 - B. The "As-Built" drawings shall include any, and all, construction changes, as well as all dry, wet, and gas utilities.
143. Obtain written clearance, as deemed necessary by the Engineering Division, from the following agencies:
- A. Planning Division
 - B. Engineering Division
 - C. Building & Safety Division
 - D. Fire Department
 - E. Landscape Division
 - F. Parks & Recreation Department
 - G. Sewer and Water District(s)
 - H. Utility Companies

Municipal Services Department

144. The street improvements along Winchester Road will be maintained by MCSD, the landscaped parkways are to be installed per Community Service District's (CSD) Standards and Specifications Book. The Standards and Specifications Book can be found online at <http://www.murrietaca.gov/DocumentCenter/View/1259/Community-Services-Department-Standards-and-Specifications-Book-PDF?bidId>. Parkway landscape plans need to be submitted to Parks Maintenance Supervisor, Josh Havens, for review prior to precise grade permit. Please contact the Parks Maintenance Department at 951-461-6124 to set up an appointment for landscape plan review.
145. This applicant must join the CFD in order to maintain the right-of-way along Winchester Road. The applicant should submit a Letter of Intent indicating such to this department prior to issuance of precise grading permit. Plans for right-of-way landscape must be submitted to the CSD prior to issuance of grading permit.

END OF CONDITIONS