

ORDINANCE NO. 623-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURRIETA APPROVING DEVELOPMENT AGREEMENT 2024-00004 WITH TRES ESTRELLAS, LLC AND DOMENIGONI BARTON PROPERTIES, LLC FOR THE SHOPS AT THE TRIANGLE PROJECT LOCATED ON APPROXIMATELY 64.3 ACRES LOCATED ON THE SOUTH SIDE OF MURRIETA HOT SPRINGS ROAD BETWEEN INTERSTATE 15 AND INTERSTATE 215

Summary: This ordinance approves an agreement relating to the development of approximately 64-acres known as the Triangle between Interstate 15 and Interstate 215.

WHEREAS, the City Council of the City of Murrieta (“City Council”) has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, pursuant to Government Code Sections 65864, et seq., and Murrieta Municipal Code Chapter 16.54 the City is authorized to enter into development agreements providing for the development of land under terms and conditions as set forth therein; and

WHEREAS, on August 20, 2024 the City Council considered and approved an Addendum to a previously certified Subsequent EIR (SEIR), Conducted the First reading of Ordinance No. 607-24 for Specific Plan Amendment No. 2 (SP-2023-00003) to Specific Plan 276 (The Triangle), and approved Tentative Tract Map 38622 (TTM-2022-2706) and Development Plan 2022-2705 for the development of a 279,538 square foot regional commercial center on approximately 36.5 acres of a 64.3 acre site referred to as the “Shops at the Triangle”, and subsequently conducted a Second Reading of Ordinance No. 607-24 on September 3, 2024 (Project); and

WHEREAS, in order to provide a greater degree of certainty regarding the orderly, timely, and economic development of Specific Plan No. 276 (also known as the Triangle Specific Plan), and to secure various public benefits for the community, the City has determined it is in the public interest to enter into a development agreement pursuant to the State of California’s Development Agreement Statute (California Government Code Sections 65864–65869.5), and has prepared Development Agreement DA-2024-00004 (“Development Agreement”) with Tres Estrellas, LLC and Domenigoni Barton Properties, LLC (collectively, the “Applicant”) in connection with the Project, a copy of which is attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the term of the Development Agreement will commence upon the Effective Date and will continue for a term of ten (10 years); and

WHEREAS the Project site is generally located on the south side of Murrieta Hot Springs Road between Interstate 15 and Interstate 215; and

WHEREAS, a public hearing was duly noticed for the Planning Commission meeting of August 13, 2025 by mailing a notice to property owners within a 300-foot radius of the site on August 1, 2025, publishing the notice in the Press Enterprise newspaper on August 1, 2025; and

WHEREAS, on August 13, 2025, the Planning Commission of the City of Murrieta held a duly noticed public hearing on the Development Agreement and considered all written and oral reports of staff, public testimony on the matter, and written and oral testimony provided by the Applicant and such other matters as are reflected in the record of this matter; and

WHEREAS, the Planning Commission used its independent judgment and considered all the reports, recommendations, and testimony set forth above; and

WHEREAS, on August 13, 2025 the Planning Commission recommended that the City Council determine that the approval of the Development Agreement is a subsequent action contemplated as part of the Project consistent with the Addendum approved for the Project in 2024; and voted (4-0-0) to recommend approval of the Development Agreement to the City Council; and

WHEREAS, a public hearing on the matter was duly noticed as provided in Murrieta Development Code section 16.78.050 for the City Council meeting of September 2, 2025 by mailing a notice to property owners within a 300-foot radius of the site on August 22, 2025, publishing the notice in the Press Enterprise newspaper on August 22, 2025; and

WHEREAS, the City Council held a duly-noticed public hearing on September 2, 2025, at which time, the City Council considered the Planning Commission recommendations, staff report and public comments, both oral and written.

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 hereby incorporated by this reference.

SECTION 2. The City Council hereby makes the following findings regarding Development Agreement DA-2024-00004 in accordance with Chapter 16.54 of the Murrieta Municipal Code, and based upon the facts and statements of public and city staff, and information of record provided at the public hearing in this matter:

A. The Development Agreement is consistent with the applicable existing land use regulations including without limitations the City's General Plan, the City's Municipal Code and the Triangle Specific Plan.

FACTS: The proposed Development Agreement will facilitate the development of the Project which is a major land use initiative within the City's General Plan. The Project, and by association the proposed Development Agreement, implements the following General Plan policies:

- General Plan Goal LU-1 -“A complimentary balance of land uses throughout the community that meets the needs of existing residents and businesses as well as anticipated growth, and achieves the community’s vision.”
- Policy LU-1.2, Ensure future development provides for a variety of commercial, industry, and housing that serve the spectrum of incomes within the region.
- Policy LU-1.3, Establish a range of residential density and non-residential intensities to encourage a wide range of development opportunities.
- Policy LU-1.5, Encourage a wide variety of retail and commercial services, such as restaurants, and cultural arts/entertainment, in appropriate locations. Goal LU-7 “Economically viable, vital, and attractive commercial centers throughout the City that serve the needs of the community.”
- Policy LU-7.1, Work with property owners of vacant commercially zoned property to develop their sites into appropriate, economically viable projects.
- Policy LU7.5, Provide convenient freeway access for regionally-serving commercial centers to attract a regional customer base.
- Policy LU-7.6, Focus commercial retail centers adjacent to major transportation corridors
- Policy LU-7.8, Encourage consolidation of parking and reciprocal access agreements between adjacent business and commercial center property owners.
- Policy LU-7.9, Encourage opportunities for complementary retail and service uses to serve local residents and the daytime employment population.
- Policy LU-7.10, Encourage a range of retail uses that serve local residents in the region. Goal LU-8 –“A community that provides opportunities for mixed use and/or transit-oriented development.” 4
- Policy LU-8.1, Encourage integrated development that incorporates a mix of uses (residential, commercial, office) in mixed use or transit-oriented development areas.
- Policy LU-8.6, Encourage higher density residential, commercial, and employment development near a future Metrolink or High Speed Rail Station, along other major public transportation routes, and at other suitable locations. Goal LU-12 –“A focused development and economic development strategy that emphasizes specialized land use policies within identified Focus Areas.”
- Policy LU-12.1, Provide for the highest level of retail and job-creating uses in areas adjacent to the I-15 and I-215 freeways. This includes the North Murrieta Business Corridor, Golden Triangle North (Central Murrieta), and South Murrieta Business Corridor Focus Areas. Goal ED-1- “A highly visible and attractive commercial mixed-use regional hub located at the confluence of the I-15 and I-215 freeways in central Murrieta” and policies ED-1.1 & ED-1.3. The project provides the opportunity for a variety of commercial uses including retail, food/restaurant, and service uses which is conveniently located near two major freeways that will serve the region and the local residents. The planned additional services, employment opportunities, and potential fiscal revenue

sources are intended to bring further balance to the existing and planned future residential uses in the city. The Specific Plan allows for a higher intensity of development and the Development Plan represents a phase within the specific plan with additional vacant land remaining for future development. Other specific goals and policies the Project is consistent with are: General Plan Goal CIR1. “A circulation system that serves the internal circulation needs of the City, while also addressing the inter-community or through travel needs and corresponding policies” (Policy CIR-1.1, CIR-1.2, CIR-1.3, CIR-1.10), Goal CIR-6 “Alternative travel modes and facilities are available to serve residents and employers/employees and reduce vehicle miles traveled”. (Policy CIR-6.8, CIR-6.9, and CIR-6.13).

The Project meets Infrastructure Element Goal INF-1, “New development and redevelopment is coordinated with the provision of adequate infrastructure for water, sewer, storm water, and energy.” and corresponding policies INF-1.1, INF-1.4, and INF1.21. The project will construct facilities both on- and off-site to support the area and help protect off-site areas from inundation. These facilities will be constructed by the Developer and then dedicated to the appropriate public agency for ownership.

Furthermore, the Development Agreement is compatible with the uses authorized in, and the regulations prescribed for the area in which the Property is located; is in conformity with and will promote public convenience, general welfare and good land use practice; will not be detrimental to the public health, safety and general welfare; will not adversely affect the orderly development of property or the preservation of property values in the immediate neighborhood and general surrounding area; and will promote and encourage the development of the Property by providing a greater degree of certainty by providing a 10-year timeframe for the Applicant to develop the Project.

B.. The Development Agreement will be in the best interests of the City.

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

- Ensure the development of the Property consistent with applicable goals and policies of the City set forth in the General Plan.
- Expand economic development and facilitate job creation in the City by establishing new retail uses on vacant land in a developing area.
- 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 provide 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.

- 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.
- Implement the type and amount of retail uses at the Property that are viable based on market demand.
- Accommodate new development in a phased, orderly manner that is coordinated with the provision of necessary infrastructure and public improvements
- Provide for uses that will generate tax revenue for the City including, but not limited to, increased property and sales tax, in order to support the City's ongoing municipal operations.
- Construction of public improvements that would have otherwise been carried out by the City through its Capital Improvement Program and/or Development Impact Fee program.

SECTION 3. Approval.

As summarized in the finding above, the City Council finds that the provisions of the Development Agreement attached hereto as Exhibit A are consistent with the General Plan and the zoning code, and comply with the requirements of development agreement law and the Murrieta Development Code, and that the Development Agreement (A) will be in the best interest of the City and (B) will be consistent with the objectives, policies, general land uses, and programs of the General Plan and the applicable Specific Plan and Murrieta Development Code and hereby approves the Development Agreement and authorizes the Mayor to execute the Development Agreement with the Applicant attached as Exhibit A.

SECTION 4. Further Actions Authorized.

The Mayor, City Manager, and City Clerk or 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 Development Agreement.

SECTION 5. Recordation.

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 Mayor's signing of the DA.

SECTION 6. Periodic Review.

A periodic review will be conducted to monitor the implementation of the Development Agreement and to ensure that the provisions of the Development Agreement are consistent with the General Plan and Murrieta Municipal Code.

SECTION 7. CEQA

The City has complied with all California Environmental Quality Act (California Public Resources Code Section 21000, *et seq.*) ("CEQA") requirements with respect to the approval of

this Development Agreement and of the Project, through the City Council's prior determination pursuant to Section 15162 of the CEQA Guidelines (Cal. Code Regs. Title 14, Chapter 3) that none of the circumstances exist that require further review under CEQA, and that the Project and Agreement are consistent with the 2013 SEIR, such that no further CEQA review is required.

SECTION 8. Notice of Adoption.

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.

SECTION 9. 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.

PASSED AND ADOPTED this 2nd day of September 2025.

Cindy Warren, 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. 623-25 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 2nd day of September, 2025, 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. 623-25 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):

Adopted Ordinance: _____, 2025.

In witness whereof, I have hereunto subscribed my name this __ day of _____, 2025.

Cristal McDonald, City Clerk

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Murrieta
One Town Square
Murrieta, CA 92562

Attention: City Clerk

APNs: 910-390-001, 002, 003, 910-400-001 THROUGH 018

910-290-008 THROUGH 022

(Space Above For Recorder's Use)

Exempt from Recording Fees pursuant to Government Code Section 27383

**DEVELOPMENT AGREEMENT
(Triangle)**

between

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

and

**DOMENIGONI BARTON PROPERTIES, LLC,
a Delaware limited liability company**

and

**TRES ESTRELLAS, LLC,
a California limited liability company**

Reference dated as of _____, 2025

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DEVELOPMENT AGREEMENT

(Triangle)

This Development Agreement ("Agreement") is entered into between the CITY OF MURRIETA, a California general law city and municipal corporation ("City"); and DOMENIGONI BARTON PROPERTIES, LLC, a Delaware limited liability company, and TRES ESTRELLAS, LLC, a California limited liability company (collectively, "Developer"). This Agreement is dated as of [REDACTED], 2025 for reference only. This Agreement will not become effective until the "Effective Date" (defined below). City and Developer are entering into this Agreement in reliance on the facts set forth in the Recitals, below.

RECITALS

A. On October 30, 1990, the County of Riverside adopted Specific Plan 276, for the Murrieta Springs Mall, consisting of 1.76 million square feet including uses such as offices, restaurants, entertainment, and hotel uses in an indoor retail mall format. The County's specific plan approval included certification of Environmental Impact Report 358.

B. On October 15, 2013 the City Council approved Ordinance No. 481-13, amending and restating Specific Plan 276, enacting the "Triangle Specific Plan" (effective date November 15, 2013), including the adoption of a resolution certifying a Subsequent Environmental Impact Report (SEIR – SCH No. 2008061104)) (the "SEIR") and adopting a Statement of Overriding Considerations, Findings and Facts of Findings, and the Mitigation, Monitoring, and Reporting Program ("MMRP") for the Triangle Specific Plan.

C. On August 20, 2024 the City Council adopted a Resolution of the City Council of the City of Murrieta Approving the Environmental Determination, Development Plan 2022-2705 and Tentative Tract Map 2022-2706 (TTM 38622) for The Shops at the Triangle, a 64.3-Acre Site to be developed with a 279,538 square foot regional shopping center on approximately 36.5 acres and to subdivide the 64.3-acre site into 23 parcels and Related Improvements for Circulation, Infrastructure, and Landscaping Located southerly of Murrieta Hot Springs Road, East of Interstate 15 and west of Interstate 215 (APN's 910-390-001 through 910-390-003, 910-390-008 through -018, 910-390-020 through 910-390-022, 910-400-001 through -018) within the Commercial (C) Zone of the Triangle Specific Plan Area; subject to certain specified Conditions of Approval.

D. On August 20, 2024 the City Council approved Ordinance No. 607-24, approving and adopting Specific Plan Amendment No. 2 (Specific Plan 276 Amendment No. 2 – formerly named Murrieta Springs Mall) for property located on 64.3 acres southerly of Murrieta Hot Springs Road, East of Interstate 15 and west of Interstate 215 (APN's 910-390-001 through 910-390-003, 910-390-008 through -018, 910-390-020 through 910-390-022, 910-400-001 through -018) (Planning Case No. SP-2023-00003); subject to the Conditions of Approval specified therein.

E. City is authorized under 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 owns or has an equitable interest in real property currently consisting of the approximately sixty-four and three tenths (64.3) gross acres of land ("Property") legally described on the attached Exhibit A and depicted on the attached Exhibit B ("Site Plan").

G. Developer applied to City for approval and enactment of this Agreement as the primary governing instrument for the development and use of the Property. 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.

On [REDACTED], 2025, the Planning Commission adopted Resolution No. [REDACTED] - [REDACTED] recommending that the City Council approve an ordinance approving this Agreement.

H. On [REDACTED], 2025, the City Council adopted Ordinance No. [REDACTED] - [REDACTED] ("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 at the present time rather than later. This Agreement binds City and future City Councils and limits the City Council's future exercise of its police powers. 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. City has complied with all California Environmental Quality Act (California Public Resources Code Section 21000, *et seq.*) ("CEQA") requirements with respect to the approval of this Agreement and of the Project, through the City Council's determination pursuant to Section 15162 of the CEQA Guidelines (Cal. Code Regs. Title 14, Chapter 3) that none of the circumstances exist that require further review under CEQA, and that the Project and Agreement are consistent with the 2013 SEIR, and that no further CEQA review is required.

K. Developer proposes to subdivide and develop the Property in accordance with the Existing Development Approvals on 63.5 net acres ("Project") and has obtained City's approval of the following Development Approvals: Specific Plan Amendment 2023-0003, Tentative Tract Map 38622 (TTM-2022-2706), Development Plan 2022-2705, and an Addendum to the previously adopted SEIR (the "SEIR Addendum").

L. 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.

M. 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.

“Billboards” shall mean the two (2) double-sided billboards/outdoor advertising signs existing on the property on the Effective Date of this Agreement.

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

“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.

“Construct and Dedicate” means the obligation to acquire all necessary real property interests required for, to construct in accordance with City-approved plans and specifications, and to thereafter dedicate to City in accordance with City’s standards, practices and requirements for the dedication of public improvements, the applicable public improvement to which the term “Construct and Dedicate” is made applicable by this Agreement, all at no cost or expense to City except as provided in Section 4.3. Developer’s obligation to Construct and Dedicate will be fulfilled only upon City’s inspection and acceptance of the dedicated improvements into City’s system of public improvements.

“Developer” means, collectively, Domenigoni Barton Properties, LLC, a Delaware limited liability company, and Tres Estrellas, LLC, a California limited liability company, and their permitted successors and assigns.

“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, but not limited to: 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 A.

“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, but not limited to: 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.*, whether imposed legislatively on a broad class of development projects or on an ad hoc basis to a specific development project.

“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 accord 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 and shall include the EIR as modified by the SEIR and the SEIR Addendum. (“Enacting Ordinance” has the meaning ascribed to the term in Recital H.)

“Existing Development Approvals” mean all Development Approvals approved or issued by City prior to or the same day as the second reading and adoption of the Enacting Ordinance, including the Development Approvals described in Recital K. “Existing Development Approvals” do not include the EIR.

“Existing Land Use Regulations” mean all Land Use Regulations in effect as of the second reading and adoption of the Enacting Ordinance.

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

“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 impact fees; design, improvement and construction standards 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.

“Lot” means any legally subdivided lot of the Property which is intended for commercial uses, including any future parcel maps, lot mergers, and lot line adjustments.

“Minor Amendment” has the meaning ascribed to the term in Section 3.4.A.

“Mitigation Monitoring and Reporting Program” or “MMRP” means the mitigation monitoring and reporting program for assessing and ensuring compliance with required mitigation measures, which was approved by City Resolution No. 24-4779 on August 20, 2024 in conjunction with the City Council’s approval of the Addendum to the Subsequent Environmental Impact Report.

“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.

“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 (other than changes expressly permitted by this Development Agreement); strikes or the inability to obtain materials; delays caused by governmental agencies in processing and issuing permits and approvals; third party litigation, a development moratorium (including, but not limited to, 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 Existing 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.

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. The Party alleging the Permitted Delay will exercise commercially reasonable efforts to eliminate or mitigate the circumstances giving rise to the Permitted Delay.

"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 accord with the Development Plan, as the Development Plan may be further defined, enhanced or modified in accordance with this Agreement.

"Property" means the real property described on Exhibit A and depicted on Exhibit B.

"Reservations of Authority" mean the rights reserved to City under Section 3.5.

"Site Plan" has the meaning ascribed to the term in Recital F.

"Subsequent Development Approvals" mean all Development Approvals approved by City subsequent to the Effective Date.

"Subsequent Land Use Regulations" mean all Land Use Regulations adopted and effective after the Effective Date.

"Term" has the meaning ascribed to the term in Section 2.2.

"Transfer" has the meaning ascribed to the term in Section 2.3.

"Transferee" 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 Planning, Public Works, and Engineering 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 accord 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 in whole or in part (provided that no partial Transfer may violate the Subdivision Map Act, Government Code Section 66410, *et seq.*) to any Person at any time; 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. 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 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 the Transferee may rely on City's deemed approval. As used in this Agreement, the term "Transferor" means the Person (including Developer) making the Transfer and the term "Transferee" means the Transfer recipient. No Transfer of any right or interest in this Agreement may be made unless made together with the Transfer of all or a part of the Property. City will execute (in recordable form, if necessary) and deliver those releases, consents, and other instruments as may be requested by a Transferor, a Transferee, or any Mortgagee to evidence the assignments and releases described in this Section 2.3.

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 under Section 8.4 and 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. Each tenant in common of the Developer is a duly organized limited liability company established within and in good standing under the laws of the State of Delaware and 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.

ii. 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.

iii. 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.

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

v. 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.

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:

If to City:

City of Murrieta
One Town Square
Murrieta, CA 92562
Attn: City Manager

If to Developer:

Domenigoni Barton Properties, LLC
31851 Winchester Road

Winchester, CA 92596
Attn: Andy Domenigoni, Manager

with a copy to:

Aleshire & Wynder, LLP
1 Park Plaza, Suite 1000
Irvine, CA 92614
Attn: Tiffany J. Israel

with a copy to:

Tres Estrellas, LLC
618 W. Baseline Road
Claremont, CA 91711
Attn: Saul Jaffe

with a copy to:

Claremont Law Group, Inc.
618 W. Baseline Road
Claremont, CA 91711
Attn: Saul Jaffe

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, applicable Subsequent Development Approvals, applicable Subsequent Land Use Regulations, and this Agreement.

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, 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. In connection with any Subsequent Development Approval, City will exercise its discretion in accordance with the Development Plan and this Agreement, including, but not limited to, the Reservations of Authority.

b. 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. Unless otherwise requested by Developer, City may not amend or rescind any Subsequent Development Approvals applicable to the Property after those Approvals have been granted by the City. 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 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 EIR, the MMRP, and this Agreement.

3.4 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 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 accord 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, as authorized in Specific Plan Amendment No. 2.

ii. By the City Council in the case of any other changes not subject to paragraph (1), above.

iii. The City Manager and City Attorney will determine whether a proposed change is subject to approval by the Director or the City Council, as the case may be.

iv. No modification, amendment or other change to this Agreement will be effective for any purpose unless specifically set forth in a writing that refers expressly to this Agreement and is signed by both Parties' authorized representatives.

3.5 Reservations of Authority.

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

i. 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.

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

iii. 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 (iii) 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, height or size of structures or type of development on the Property; (ii) regulate the 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.

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

v. Federal, State, County, and multi-jurisdictional laws and regulations which City is required to enforce against the Property or the Development of the Property.

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.

3.6 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.

3.7 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 3.7 will terminate.

3.8 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 except as provided in Section 3.9. This Section 3.8 is not intended by the parties to impose upon Developer an enforceable duty to acquire land or construct any public improvements on land not owned by Developer, except to the extent that Developer elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by City upon the development of the Project under the Subdivision Map Act or other legal authority.

If Developer is unable to acquire such Offsite Property, and following the written request from Developer to City, City agrees to use reasonable and diligent good faith efforts to acquire the Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If City is unable to acquire the Offsite Property by negotiation, the City Council will consider whether to initiate proceedings to utilize its power of eminent domain to acquire that Offsite Property consistent with all applicable laws, subject to the conditions set forth in this Section 3.8. The decision to utilize the City's power of eminent domain shall be in the sole and absolute discretion of the City.

a. Owner's Option to Terminate Proceedings. If the City elects to utilize its power of eminent domain, City shall provide written notice to Developer no later than fifteen (15) days prior to the date of the hearing on City's intent to consider the adoption of a resolution of necessity as to any Offsite Property. At any time within that fifteen (15) day period, Developer may, at its option, notify City that it wants City to cease condemnation proceedings, whereupon City shall cease such proceedings.

If Developer does not notify City to cease condemnation proceedings within said fifteen (15) day period, then City may proceed. If the City Council elects to adopt a resolution of necessity, then City shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Offsite Property.

3.9 Costs for Specific Public Right of Way Acquisition. This Section 3.9 assigns responsibility for the costs of right of way acquisition for improvements at the intersection of Sparkman Drive and Murrieta Hot Springs Road to satisfy (a) project design features, and (b) mitigation requirements set forth in the EIR, or both, if the City Council elects to undertake the acquisition. If a third party acquires the right of way or the Project is redesigned to no longer require right of way acquisition this Section shall be of no further force or effect.

Developer and the City agree that the Developer shall only be responsible for the agricultural value for the Offsite Property to be acquired (the "Developer Contribution") for dedication to the City once the roadway improvements have been constructed. The Developer Contribution will be determined by Developer and the City each updating their appraisals once this Agreement is effective. The Developer acknowledges that it shall be responsible for both the acquisition of a fee interest and for certain temporary construction easements which are needed to complete the required improvements.

Should the City Council commence an eminent domain process to acquire land from a third party ("Property Owner") as is contemplated in this Section, the City agrees to fund a portion of the fair market value of the interests needed ("Acquisition Properties") as follows: the City will pay the difference between the Developer Contribution and the amount determined by negotiation with the Property Owner or such other amount as is determined through an eminent domain proceeding, if negotiations with the Property Owner are unsuccessful.

Developer shall deposit the Developer Contribution with the City within ten (10) days of a written request from the City. The Developer Contribution will be held in trust by City in a "Deposit Account" and shall not earn interest payable to Developer. City may withdraw from the Deposit Account as needed to pay any documented costs associated with the acquisition of the right of way.

3.10 Future Use of EIR. The Parties understand that the EIR is 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 EIR 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.

3.11 City Acceptance of Project Offsite Public Improvements. City agrees and acknowledges that City's timely acceptance of the Project Offsite Public Improvements upon their completion is crucial for the release of Developer's bonds for the improvements. After the completion of the Project Offsite Public Improvements by Developer to City's satisfaction, City shall accept the Project Offsite Public Improvements within thirty (30) days of receiving a written request from Developer for City to accept the Project Offsite Public Improvements, which will allow City to reduce the construction bonds to warranty bonds.

3.12 Third Party Permits and Approvals and Utilities.

a. The Parties acknowledge that this Agreement does not bind any governmental agency other than City and its related or subordinate boards, commissions, and entities. City will use reasonable good faith efforts to assist Developer in obtaining all permits and

approvals, at no cost to City, which are necessary for the Project, including permits, approvals and rights of way which are required for the installation of public improvements, driveways and utility connections, and utility services such as electrical, gas, water, sewer, storm drain, telephone and cable television.

b. The Parties acknowledge that, in connection with the installation of utility facilities which will be owned by private utility companies, it may lower the overall cost of the utility installation for it to be constructed by City. Upon Developer's request, City agrees to reasonably consider undertaking construction of the private utility company project, so long as Developer bears City's entire direct and indirect cost of the same.

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 provide 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, but not limited to, 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 ("Project Offsite Public Improvements"), as may be modified by a Subsequent Development Approval, prior to receiving a final certificate of occupancy.

5. BILLBOARD RELOCATION.

The California Outdoor Advertising Act (Bus. and Prof. Code Sections 5200 et seq.), and specifically Sections 5412 and 5443.5, empowers cities and sign owners to enter into billboard relocation agreements on whatever terms are agreeable to such parties. The Property includes two existing double sided static Billboards. Developer may apply for a billboard relocation agreement pursuant to Title 16 of the Murrieta Municipal Code ("Relocation Agreement") which, if approved, will memorialize the terms and conditions upon which Developer may provide for the (a) relocation and/or reconstruction of the Billboards within the Property, and/or (b) construction of new outdoor billboard/outdoor advertising sign(s) upon the Property in accordance with the Relocation Agreement.

Developer shall maintain, repair, and improve the existing Billboards and any newly approved or reconstructed billboards in accordance with the standards of the outdoor advertising industry and the requirements set forth in the approved Relocation Agreement. Any new billboards may be at the maximum dimensions or standards allowable under state law. Any violation of the Relocation Agreement shall be considered a default under this Agreement.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review.

a. 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. The purpose of the review will be to ascertain Developer's good faith compliance with the terms of this Agreement. Developer will submit an annual monitoring report ("Annual Monitoring Report"), in a form prepared and approved by the City Manager within thirty (30) days after the City Manager's written request. The Annual Monitoring Report must be accompanied by the then-current annual review and administration fee set by the City Council, which may not exceed the City's actual costs of reviewing Developer's compliance with the terms of this Agreement.

b. The City Council may order a special review of Developer's compliance with this Agreement at any time. The City Manager will conduct the special review, which will be conducted at City's sole expense.

6.2 Procedure.

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

b. Upon completion of a periodic review or a special review, the City Manager will submit a report to the City Council setting forth the City Manager's conclusions concerning Developer's good faith compliance with this Agreement.

c. If the City Council finds that Developer has complied in good faith with this Agreement, then the review will be concluded.

d. If the City Council makes a preliminary finding that Developer has not complied in good faith with this Agreement, then, 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. 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.

6.7 No Cross-Defaults. City acknowledges that Developer may Transfer all or portions of the Property to other Persons in accordance with Section 2.4. 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 by Developer with respect to its obligations pertaining to that portion of the Property retained by Developer following a Transfer will not constitute a default as to any Person other than Developer or 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 Developer. Similarly, a default by a Transferee with respect to its obligations pertaining to the portion of the Property owned by that Transferee will not constitute Developer'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 Transferee. 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.

7. INTENTIONALLY OMITTED.

8. DEFAULT AND REMEDIES.

8.1 Remedies in General.

a. 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:

- i. Any breach of this Agreement or for any cause of action that arises out of this Agreement; or
- ii. Any taking, impairment or restriction of any right or interest arising under this Agreement; or

iii. Any dispute regarding the application or interpretation of this Agreement.

8.2 Specific Performance.

a. 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:

i. Money damages are unavailable against the Parties.

ii. 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 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 Developer has failed to take the actions and materially cure the default within sixty (60) days after its receipt of the Notice. If a default is of a type that cannot be cured within sixty (60) days but can be cured within a longer time, then Developer must within sixty (60) days commence the actions necessary to cure the default and thereafter diligently proceed to cure the default.

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 City has failed to take such actions and materially cure the default within sixty (60) days after its receipt of the Notice. If a default is of a type that cannot be cured within sixty (60) days but

can be cured within a longer time, then City must within sixty (60) days commence the actions necessary to cure the default and thereafter diligently proceed to cure the default.

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 but not limited to challenges of the environmental review of the Project and 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 Developer's selection, reasonably acceptable to City), 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, is voided or annulled, or is limited or restricted such a manner that the intent and purposes of this Agreement cannot be implemented as mutually desired by the parties hereto, this Agreement shall terminate and be of no further force or effect as of the date such judgment or settlement so voids, annuls, limits, or restricts the intent and purpose of this Agreement.

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 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 commencement and until completion 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 Two Million Dollars (\$2,000,000) 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.

ii. Worker's Compensation. 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.

iii. 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.

iv. 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 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 Risk Manager; 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.

v. 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. Each Party shall indemnify the other Party 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, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by

any person, firm, or entity arising out of or in connection with the work, operations, or activities by any or all of the indemnifying Party or its agents, employees, or contractors (including subcontractors), upon the Property and relating to this Agreement;

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.

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 by 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 terminate upon termination of this Agreement, provided that indemnification shall apply to all claims or liabilities arising during that period even if asserted at any time thereafter.

e. Waiver of Subrogation. Each Party agrees that it shall not make any claim against, or seek to recover from other Party or its agents, servants, or employees, for any loss or damage to the Party or to any person or property, except as specifically provided hereunder and each Party 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 other Party, its agents and employees.

12. MISCELLANEOUS PROVISIONS.

12.1 Recordation of Agreement. This Agreement and any amendment 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 9, no other person or entity has any right of action based upon this Agreement.

12.13 Permitted Delays. Neither Party will be in default of an obligation if that Party’s inability to perform or delay in performing that obligation is caused a Permitted Delay.

12.14 Successors in Interest. The burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, the Parties’ permitted 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. 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
TRIANGLE DEVELOPMENT AGREEMENT

“CITY”

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

By: _____
Its: _____
Name: _____

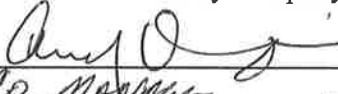
SIGNATURE PAGE

TO

TRIANGLE DEVELOPMENT AGREEMENT

"DEVELOPER"

DOMENIGONI BARTON PROPERTIES, LLC,
a Delaware limited liability company

By: 
Its: CO. MANAGER
Name: ANDY DOMENIGONI

TRES ESTRELLAS, LLC,
a California limited liability company

By: 
Its: MANAGER
Name: STAN SKIFF

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.

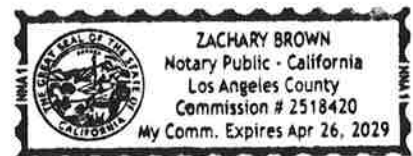
STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On August 26th, 2025, before me, Zachary Brown, a Notary Public, personally appeared Saul Jaffe, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

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

WITNESS my hand and official seal.

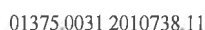
Signature  (Seal)



STATE OF CALIFORNIA)
) ss.
COUNTY OF Pivers de)

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

Signature Richard Lewis (Seal)



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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
TO
TRIANGLE DEVELOPMENT AGREEMENT

Legal Description of Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MURRIETA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCELS 1 THROUGH 29 OF PARCEL MAP NO. 28280, IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 197, PAGES 4 THROUGH 16, INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, AND OTHER MINERAL SUBSTANCES WITH THE RIGHTS TO PROSPECT FOR, MINE, REMOVE THE SAME, AS RESERVED BY DAN L. STEPHENSON, ET AL., IN DEED RECORDED MAY 2, 1979 AS INSTRUMENT NO. 89187, OF OFFICIAL RECORDS, AS TO PORTION OF PARCEL MAP 28280.

ALSO EXCEPT THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, AS RESERVED IN DEED FROM REGINALD A. KEANS AND MARJORIE A. KEANS, HUSBAND AND WIFE, RECORDED FEBRUARY 16, 1953 AS INSTRUMENT NO. 7351, IN BOOK 1441 PAGE 526, OF OFFICIAL RECORDS, AS TO A PORTION OF PARCEL MAP 28280.

APN 910-390-001, APN 910-390-002, APN 910-390-003, APN 910-390-008 THROUGH APN 910-390-018, APN 910-390-020, APN 910-390-021, APN 910-390-022, APN 910-400-001 THROUGH APN 910-400-018

[illegible]

EXHIBIT C
TO
TRIANGLE DEVELOPMENT AGREEMENT

Conditions of Approval

**CONDITIONS OF APPROVAL
FOR
DEVELOPMENT PLAN 2022-2705 (EPL # 2023-00017)
AUGUST 20, 2024**

GENERAL:

The project approval represents the initial construction of SP 276 (The Triangle). DP-2022-2705 consists of the construction of a 268,438 square foot regional shopping center with approximately 11,100 s.f. of outdoor dining area (total = 279,538 square foot) within 18 buildings, 1675 parking spaces, on 36.46 net acres of an overall total project site of 64.28 acres. ("Project"). All construction plans and use shall be in substantial conformance with the approved site plans, floor plans, elevations, material and color board, landscaping plans. This permit runs with the land and shall be binding upon Permittee/Owner of the subject property ("Property Owner") and all subsequent successors in interest to the Permittee/Owner as to such land.

1. The Permittee/Owner shall defend (with attorneys approved by the City), indemnify and hold harmless the City of Murrieta, its agents, officers, and employees from any claims, damages, 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 of Development Plan 2022-2705. The City will promptly notify the Permittee/Owner of any such claim, action, or proceeding against the City and will cooperate fully in the defense.
2. Any fees due the City of Murrieta for processing this project shall be paid to the City within thirty (30) calendar days of final action by the approval authority ("Effective Date"). Failure to pay such outstanding fees within the time specified shall invalidate any approval or conditional approval granted. No permits, site work, or other actions authorized by this action shall be processed by the City, nor permitted, authorized or commenced until all outstanding fees are paid to the City.
3. Pursuant to Section 711.4 of the State of California Fish and Game Code, the permittee is required to pay a \$50.00 handling fee and a certification fee for the filing of a Notice of Determination related to the Triangle (Murrieta Springs Mall) Subsequent EIR. Said fees shall be paid to the Clerk/Recorder of the County of Riverside at the time the Notice of Determination is filed pursuant to Section 21152 of the Public Resources Code. If this fee is not paid, the approval of this project shall not be operative, vested, or final. To comply with State-mandated timelines for filing a Notice of Determination, the applicant shall file the NOD electronically to the Riverside County Clerk/Recorder's Office. Failure to remit the required fee in full within the time specified above will result in a delay of the start of the 180-day statute of limitations (SOL) on Court challenges to the approval under CEQA, whereas recordation of the NOD within five (5) days of project approval limits the SOL to 35 days. In order to comply with State mandated timelines for filing of a Notice of Determination, the above fee must be paid within **five (5)** days after the date of final approval.
4. This approval shall be implemented within four (4) years of approval date, August 20, 2024, otherwise it shall become null and void and of no effect whatsoever in accordance with SP 276 (The Triangle) and Development Code Section 16.52.060.B and 16.80.50.

5. Prior to the expiration of this approval, the Permittee/Owner may request an extension of time in accordance with The Triangle Specific Plan 276 Section 4.2.1-Development Plans.
6. This implementing Development Plan is within Planning Area(s) 1,2, and 3.
This implementing project consists of 36.46 acres.
This implementing project consists of:

195,997	square feet of retail/service,
1,194	square feet of office
82,347 +11,100 (outdoor)	square feet of restaurant
0	square feet of hospitality (# of rooms)
279,538 square feet + 11,100 outdoor dining	
7. The project shall be in substantial conformance with all adopted environmental mitigation measures, any written project proposal information and any verbal agreements or representations made by applicant to the decision-making body as part of its consideration of the project that are incorporated into the final written conditions of approval. Any proposed change substantially different than the approved project shall require an amendment to this approval in accordance with the Development Code.
8. The development of the premises shall comply with the standards of the City's Development Code, The Triangle Specific Plan, and all other applicable State and Federal Codes.
9. Subsequent modifications of this approval, which do not intensify the use, including but not limited to reorientation of structures, alteration of parking and circulation design, minor changes to the conditions of approval, interpretations of the conditions of approval relative to intent, necessity of, and timing, may be approved by the Director, unless the Director requires a Substantial Conformance or Revised Permit application in accordance with the Development Code.
10. The Permittee/Owner shall pay all applicable impact and/or mitigation fees or provide proof that all required fees have been paid in accordance with City policies and ordinances in effect at the time of permit issuance.
11. In the event the use(s) hereby permitted under this permit is: (a) found to be in violation of the terms and conditions of this permit; (b) found to have been obtained by fraud or perjured testimony; or (c) found to be detrimental to the public health, safety or general welfare, or a public nuisance; this permit shall be subject to the revocation procedures in Section 16.82 of the Development Code.
12. The Permittee/Owner shall comply with all applicable provisions of federal, state and local ordinances in effect at the time of building permit issuance.
13. The Permittee/Owner shall obtain approval of all necessary plans for the construction of the new structure proposed by the project on the subject property in accordance with the Murrieta Development Code. Such plans include, but are not limited to, site plans, floor plans, building elevations, grading plans and landscaping plans.

14. The Permittee/Owner shall comply with and implement all applicable Mitigation Measures (MM) and Project Design Features (PDF) contained in the Mitigation Monitoring & Reporting Program (MMRP), as identified in the Subsequent Environmental Impact Report (SEIR).

For each permit request, the applicant shall submit a Mitigation Monitoring Reporting Program Compliance Plan indicating the items that are being implemented or satisfied, accompanied by the proof of how the mitigation measure is satisfied. The format shall be in the form of a binder containing the following: (1) cover sheet indicating the permit request phase, (2) table of contents, (3) copy of the MMRP filled out indicating items addressed, (4) supporting information demonstrating compliance

15. Applicant acknowledges that the City's approval of this application is based on the Applicant's conceptual plans for various improvements, including but not limited to all off-site improvements, emergency access, building elevations, floor plans, landscaping and irrigation, site grading and drainage, ADA accessibility, sight lighting, and on-site parking and circulation. Prior to issuance of any permits, the Applicant shall submit final design plans to the City for review and approval. The plans shall meet or exceed the requirements of the City's adopted codes and other policies and programs in order to receive the required permits and any subsequent approvals.
16. The project site shall be the point-of-sale for the purpose of collecting any sales tax on goods that are sold, delivered or rented on the site.

Parking, Loading, and Lighting

17. Parking for this project was determined on the basis of the parking standards contained in the Triangle Specific Plan, which requires a minimum of 1675 parking spaces in accordance with the approved site plan showing 279,538 square feet of retail, restaurant/food, outdoor dining, and office uses. The number of parking spaces required are established based on the uses and building square footage identified on Sheet A-00.1-Parking Data. The project shall provide 1675 parking spaces as identified on the site plan. Any changes to the number of parking spaces shall be based on the city minimum requirement and is subject to review in accordance with SP 276, Section 4.5.3.
18. All parking shall be designed and improved pursuant to parking standards contained in the Triangle Specific Plan, and when not clearly addressed Chapter 16.34 of the Murrieta Development Code, and shall be in conformance with the approved site plan.
19. There shall be no parking of semi-truck with trailers, unless associated with a service provided to the site. This condition does not apply to vehicles parked overnight in the loading areas.
20. A minimum of 84 bicycle rack/spaces (1675 x 5%) shall be provided in compliance with the Triangle Specific Plan. 120 bicycle spaces are shown on the approved preliminary site plan. A reduced number of bicycle racks/spaces (from the 120 spaces shown) may be provided as long as the 5% is maintained and the bicycle rack/spaces are

conveniently spaced throughout the center consistent with the spacing shown on the preliminary site plans.

Bicycle spaces for employees shall be secure, enclosed spaces that are located in a key-accessed area and are illuminated at night. Bicycle spaces for visitors and customers shall include bicycle racks located in areas that are clearly visible from a primary building entrance, illuminated at night, and protected from damage from moving and parked vehicles. These racks shall include provision for securing bicycles in which the user may lock the frame and wheels. (Triangle Specific Plan 2.9, No. 8/ PDF 2-3/ /PDF 10-6).

21. Parking spaces(s) for persons with disabilities shall be provided as shown on APPROVED PLANS. Each parking space reserved for persons with disabilities shall: (a) be identified by a permanently affixed reflective sign constructed of porcelain on steel, beaded text or equal, displaying the International Symbol of Accessibility; (b) not be smaller than 70 square inches in area; (c) be centered at the interior end of the parking space at a minimum height of 80 inches from the bottom of the sign to the parking space finished grade; and (d) have a surface identification sign duplicating the symbol of the accessibility in blue paint of at least 3 square feet in size.
22. A sign shall be posted in a conspicuous place at each entrance to the off-street parking area, not less than 17-inches by 22-inches, clearly and conspicuously stating the language provided by the Building and Safety Division regarding accessible parking.
23. A minimum of fourteen (14) loading spaces(s) shall be provided in accordance with Section 16.34.100 of the Development Code as shown on the approved plans or as otherwise provided for as shared loading spaces under SP 276. The loading space shall be surfaced with six (6) inches of concrete over a suitable base and shall not be less than 15 feet wide by 25 feet long, with 14 feet vertical clearance.
24. The retail area shall post signs limiting idling time for commercial vehicles to no more than five minutes. (Triangle Specific Plan 2.9, No. 6/ PDF 11-4) Sign(s) stating "EXTENDED (MORE THAN 5 MINUTES) IDLING FOR COMMERCIAL VEHICLES IS NOT PERMITTED" shall be located at the loading area of the and at the truck parking areas. The sign(s) shall not be less than twenty-four inches square and will provide directions to truck parking spaces with electrical hookups. The hookups will provide power for refrigerated trailers that need to be parked on-sight for more than 15 minutes.
25. All exterior lighting shall comply with the Mt. Palomar Special Lighting Area, as defined in Section 16.18.110 and Section 16.18.100 Lighting of the Development Code.
26. All lighting fixtures including within parking areas shall be designed with shielding or cut-off fixtures to project in a downward manner to minimize glare and to not shine directly upon adjoining property or public rights-of-way.

Other

27. Pedestrian site design elements such as enhanced walking paths, trellis, and arbors as shown on the site plan shall be incorporated into the construction drawings and installed prior to any occupancy.
28. Roof gutters and downspouts are not permitted on the exterior of the front elevation of a building or building elevation facing Murrieta Hot Springs Road when the building is located within 100 feet of Murrieta Hot Springs Road, unless architecturally integrated into the building architecture. When roof gutters and downspouts are permitted on the exterior building elevation, they shall be painted the same color as the underlying wall color.
29. No signs are approved pursuant to this project approval. Prior to the installation of any on-site advertising or directional signs, a sign program shall be submitted to and approved by the Planning Division (Planning).
30. All trash bins shall be stored in approved enclosures and screened in compliance with Sections 16.18.120 and 16.18.150 of the Murrieta Development Code. The location of the enclosures must be shown on the precise grade plan and shall provide a minimum of 2021 square feet of refuse storage area (1010.5 square feet for refuse and 1010.5 square feet for recycling).
 - a. Refuse/recycle/organic bins shall be stored in approved enclosures and screened in compliance with Sections 16.18.120 and 16.18.150 of the Murrieta Development Code as shown on Sheet A-040 through A-042 of the approved plans.
 - b. The location of the enclosures must be shown on the precise grade plan and the surface, including the access apron, shall be constructed with concrete with a concrete apron a minimum of 6 inches thickness
31. Two trash compactors, as shown on the site plan, shall be provided for the project in-lieu of providing the minimum of 576 square feet of refuse/recycle area (288 square feet for refuse and 288 square feet for recycling) in accordance with Section 16.18.150. Prior to building permit issuance, the permittee shall provide verification from the waste provider of their ability to serve the site with the two compactors and that the area is adequate for the necessary refuse/recycling containers.
 - a. Compactors shall be stored in approved enclosures and screened in compliance with Sections 16.18.120 and 16.18.150 of the Murrieta Development Code.
 - b. The location of the enclosures must be shown on the precise grade plan and the surface, including the access apron, shall be constructed with a concrete apron a minimum of 6 inches thickness.
32. Recycling receptacles shall be located adjacent to trash receptacles in casual seating and dining areas and in plazas and courtyards to provide the opportunity for consumer recycling (Triangle Specific Plan 2.9, No. 7/ PDF 9-4/ PDF 11-5).
33. Product deliveries to this location shall not be permitted between the hours of 10:00pm and 6:00am. In accordance with Development Code Section 16.30.130 B.

34. All installed landscaping shall be maintained in good order and health in compliance with the approved landscape plans.
35. Any mechanical equipment and vents (ground or rooftop) shall be screened from view (per the approved plan) from any public right of ways (including Interstate 15 & 215), landscaping area, and open space area unless otherwise provided for under SPA 276. Line of sight details shall be included in/on the plans for review for building permit issuance and stamped by a licensed architect. In addition, details including the height of the roof-top equipment and height of the parapet must be a detail within/on the plans for building permit issuance.

If any time during the building inspection process, any roof-top equipment is found to exceed the height provided in the details of the approved plans for building permit issuance, the applicant must submit proposed method for screening of the equipment. Approval of such screening method is at the discretion of the Planning Division. Planning Division approval and Building Permit issuance must be obtained prior to any installation of the proposed screening method.
36. If applicable: An interior room which may be shared by more than one tenant, with direct exterior access, shall be provided for the placement of main utility electrical switch gear distribution, roof access ladders and any other mechanical or utility equipment.
37. Walls or retaining walls proposed on-site shall be decorative and be comprised of the slump-stone, split face material, or approved landscaped geofabric interlocking landscape walls. All proposed walls shall comply with the Development Code with regards to setbacks and height limitations.
38. The project shall comply with the provisions pertaining to construction activity as stated in Section 16.30.130 of the City of Murrieta Municipal Code:
 - a. The operation of tools or equipment used in construction, drilling, repair, alteration, or demolition work is prohibited between Monday through Saturday, from 7 P.M. and 7 A.M., or at any time on Sundays or holidays.
 - b. Construction activities must be conducted in a manner that the maximum noise levels at the affected structures would not exceed those listed in section 16.30.130.
 - c. All mobile or stationary internal combustion engine powered equipment or machinery shall be equipped with suitable exhaust and air-intake silencers in proper working order.
39. All flat, non-visible portions of building roofs shall be cool colors that have a high solar reflectance and thermal emittance. These characteristics reflect light, thereby reducing heat transfer and further the ability to allow heat to escape from a surface once it has been absorbed (SP Section 2.9, No 5/ PDF 11-3).
40. Prior to issuance of occupancy permits, and in coordination with the City of Murrieta, the Property Owner/Developer shall implement security measures and design features to

reduce the demand for police services. Additional security measures may include, but not be limited to:

- Private security personnel staffed at the project site;
- On-site security cameras that are monitored;
- Increased lighting around facilities and parking lots;
- Anti-graffiti measures;
- On-site medical aide; and
- On-site, private, plain-clothed store security in retail businesses or anti-theft electronic monitors.

Evidence that security measures have been implemented to the satisfaction of the City shall be provided to the Community Development Department and Police Department. (MM 9-1).

41. Prior to building permit issuance for Building E, the permittee shall provide modifications to the Internal Connector Road and Murrieta Hot Spring Road facing building elevations to address the following Specific Plan Design Guidelines requirements:
 - a) Massing -Provide horizontal and vertical wall articulation through the use of arcades, towers, wall recesses/ projections, and setting back the upper floors. Facades shall incorporate wall plane projections and recesses having a depth of at least three percent of the length of the façade and extending at least twenty percent of the length of the façade. (16.10.030.C.3.a.1)
 - b) Facades of buildings facing the Internal Connector Road and Murrieta Hot Springs Road shall be fully articulated. Facades of buildings facing the freeway and rear may incorporate less detailing in consideration of the distance to the highway, but these facades shall include design elements that provide an appropriate level of interest.
42. Prior to occupancy, the permittee shall coordinate with the Police Department to provide an office space for use by the City of Murrieta Police Department, within the project boundaries, with the size, location, timing, and scope to be determined by staff in coordination with the Permittee.

Prior to Grading Permit Issuance

43. Grading plans must be reviewed by the Planning Division for compliance with the approved site plan.
44. Prior to the issuance of grading permits, the project applicant shall comply with the provisions of any existing City ordinance that has been established as a mitigation measure for the Stephens' Kangaroo Rat. These ordinances may include fee schedules, mechanisms for protecting habitat, or a combination thereof.
45. If the project is to be phased, a phasing plan shall be submitted and approved prior to grading permit issuance.
46. A minimum of 30-days prior to the placement of a construction trailer, a Temporary Use Permit application shall be submitted for review and approval.

47. Prior to issuance of a street improvement plan, plans shall show the location of a bus turnout on Murrieta Hot Springs Road (MMRP PDF 2-3/ PDF 10-7) The bus turnout and shelters located on Murrieta Hot Springs Road shall include a roof canopy, seating, and shade trees nearby to provide shelter for riders.
48. Prior to any ground disturbance or issuance of any grading plan, the Permittee shall submit a report prepared by a qualified biologist to the City documenting absence of Crotch's bumble bee from the project site.

Prior to Building Permit Issuance

49. If applicable, a minimum of 30-days prior to building permit issuance, the applicant shall submit an application for addressing.
50. The local postal delivery office shall review and approve all proposed postal delivery arrangements. The applicant shall provide the City with evidence of postal service approval.
51. All exterior/outdoor lighting fixtures including parking lot lights and outdoor lighting shall be shown on electrical plans submitted to the Department of Building and Safety for plan check approval and shall comply with the requirements of Development Code Section 16.18.100-Lighting and 16.18.110-Mt Palomar Lighting Standards.
52. A comprehensive master sign program for the project shall be submitted to the Planning Division for review, and approved prior to any building occupancy (PDF 1-9).
53. Tentative Tract Map 38622 shall be recorded. For any proposed buildings crossing over property lines, a lot line adjustment or parcel map shall be recorded.

Prior to Occupancy

54. Unless otherwise indicated, all conditions, and other requirements shall be fully constructed and implemented prior to final inspection of the building and/or site improvements.
55. The applicant shall contact the Planning Division a minimum of 72-hours to allow for scheduling of any inspection required for this project.
56. Comprehensive Sign Program for the project shall be approved.
57. All existing outdoor advertising displays, signs shall be removed, except for signs permitted by the Development Code.
58. Prior to the first release of occupancy for any development or building on any parcel approved by this development plan permit, a plan shall be provided to the City for and shall provide/identify temporary landscaping and a decorative barrier around the perimeter of undeveloped parcels. The temporary landscaping is subject to the approval of the City Landscape Architect and the Public Works Division. Temporary landscaping

shall also include a temporary irrigation system. All exterior perimeter landscaping, on-site driveway(s), parking areas, common areas, and pedestrian linkages shall be constructed prior to the release of first/any occupancy.

59. Recycling receptacles shall be located adjacent to trash receptacles in casual seating and dining areas and in plazas and courtyards to provide the opportunity for consumer recycling (PDF 9-4/PDF 11-5).

General Plan Mitigation Measures

60. (AES-2) During Pre-Construction and Construction-Construction documents shall include language requiring that construction vehicles be kept clean and free of mud and dust prior to leaving the development site. Streets surrounding the development site shall be swept daily and maintained free of dirt and debris.
61. (AES-3) During Pre-Construction and Construction-Construction worker parking may be located off-site with prior approval by the City. On-street parking of construction worker vehicles on residential streets shall be prohibited.
62. (CR-2) During Excavation and Grading Activities-In the event that cultural resources (archaeological, historical, paleontological) resources are inadvertently unearthed during excavation and grading activities of any future development project, the contractor shall cease all earth-disturbing activities within a 100-foot radius of the area of discovery. If not already retained due to conditions present pursuant to Mitigation Measure CR-1, the project proponent shall retain a qualified professional (i.e., archaeologist, historian, architect, paleontologist, Native American Tribal monitor), subject to approval by the City of Murrieta to evaluate the significance of the find and appropriate course of action (refer to Mitigation Measures CR-1 and CR-3). If avoidance of the resources is not feasible, salvage operation requirements pursuant to Section 15064.5 of the CEQA Guidelines shall be followed. After the find has been appropriately avoided or mitigated, work in the area may resume.
63. (CR-3) During Excavation and Grading Activities-In the event that human remains are unearthed during excavation and grading activities of any future development project, all activity shall cease immediately. Pursuant to State Health and Safety Code Section 7050.5, no further disturbance shall occur until the County coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner shall within 24 hours notify the Native American Heritage Commission (NAHC). The NAHC shall then contact the most likely descendant of the deceased Native American, who shall serve as consultant on how to proceed with the remains.
64. (WW-2) Prior to issuance of a building permit for any future development project, the Project Applicant shall prepare an engineering study to support the adequacy of the sewer systems and submit the engineering study to the City for review and approval. Any improvements recommended in the engineering study shall be installed prior to the certificate of occupancy for the development project.
65. (WW-3) Prior to issuance of a building permit for any future development project, the Project Applicant shall provide evidence that the RCWD, EVMWD, WMWD, or

EMWD has sufficient wastewater transmission and treatment plant capacity to accept sewage flows from buildings for which building permits are being requested.

66. (WW-1) Prior to issuance of a wastewater permit for any future development project, the Project Applicant shall pay applicable connection and/or user fees to RCWD, EVMWD, WMWD, or EMWD.
67. (FP-2) Prior to Initiation of Construction Activities-Brush clearance shall be conducted prior to initiation of construction activities in accordance with Murrieta Fire Department requirements.
68. (FP-3) During Construction-Adequate access to all buildings on the project site shall be provided for emergency vehicles during the building construction process.
69. (FP-4) During Construction-Adequate water availability shall be provided to service construction activities.

LANDSCAPING

Prior to the issuance of building permits

70. Project shall comply with the Triangle Specific Plan 276 including all relevant exhibits, landscape requirements, and other requirements, as applicable.
71. Printed copies and one digital copy of landscape construction plans shall be submitted to the Planning Division. Verify quantity of printed copies with Planning Division prior to submission. A licensed Landscape Architect shall prepare the plans. Applicant shall also verify with MCSD submittal requirements for any proposed MCSD maintained landscape areas.
72. The landscape construction plans shall be in substantial conformance with the preliminary landscape plans as approved by the City's Landscape Architect, City Administrative Staff, Planning Commission and/or City Council. Notes, details, and specifications shall be included.
73. Landscape plans shall be drawn at a scale of 1" equals 20'-0" or larger. The City Landscape Architect will not accept plans drawing at 1" equals 30'-0" or smaller.
74. It is the responsibility of the landscape architect to be aware of and comply with the requirements and standards of Title 16.28 of the Murrieta Municipal Code, the City's current policies, and current State of California water efficient landscape requirements.
75. It is the responsibility of the applicant and owner's design team to be aware of and comply with the layout and landscape requirements and standards for Off-Street parking according to Title 16.34 of the Murrieta Municipal Code.
76. It is the responsibility of the applicant and owner's design team to be aware of and comply with the requirements of Title 16.42 Tree Preservation. This chapter provides regulations for the protection, preservation, and maintenance of significant tree

resources and establishes minimum mitigation measures for trees removed as a result of new development.

77. All planter areas shall provide a minimum 5 feet wide planter area clear of curbs, concrete step-out strips, walkways, walls, footings, and overhead supports. Planters of lesser widths may be allowed provided they are in substantial conformance with the preliminary approved landscape concept plans or the Triangle Specific Plan 276. Plant materials for narrow planters shall fit within the provided planter width at maturity and shall not infringe upon or otherwise restrict use of adjacent required pedestrian access ways.
78. It is the responsibility of the applicant and owner's design team to be aware of and comply with the layout and landscape requirements and standards for Off-Street parking according to Title 16.34 of the Murrieta Municipal Code.
79. Diamond-in-profile tree planters are to be configured at sidewalks when directly adjacent to parking spaces. The diamond-in-profile shape will achieve a sufficient plantable area while avoiding conflicts with pedestrian path of travel. Interior plantable area is to be a minimum of 20 square feet, however, 25 square feet is preferred.
80. All bumper overhang areas shall be planted with a low-growing groundcover, highly tolerant of foot traffic, growing no greater than 6" high at maturity. All bumper overhang areas shall be shown graphically on plan and labeled clearly. Bumper overhang areas shall not count towards the minimum required landscape area.
81. No trees shall be located within the required bumper overhang area. Trees located at head of parking stalls, directly adjacent to bumper overhang area, shall be centered to align trunks with parking stall lines to minimize potential future conflicts between trunks and bumpers. All trees adjacent to bumper overhang area shall be standard form to avoid conflicts between car bumpers and tree trunks.
82. Curb-adjacent street trees shall be provided where the interior width of the parkway planter between the curb and sidewalk is 6'-0" or greater in width. Street tree selection in these areas shall be upright, narrow canopy trees that will avoid conflicts with adjacent traffic at maturity and provide minimum required pedestrian clearance along sidewalk as well. Proposed tree selections for right-of-way parkway trees shall be provided to Planning Division, Public Works Department, and City's Landscape Architect for review and approval.
83. Trees located in the frontage area along Murrieta Hot Springs Road, from the southern edge of the public side to approximately 25'-0 to 30'-0" south toward the onsite building, shall be provided at an average rate of 1 tree per 500 square feet. Trees in this area should include a combination of naturalistic stands of 3 – 5 canopy trees and compatible flowering understory trees placed between, creating an aesthetically pleasing rhythm of canopy and understory trees. Along building perimeters, trees shall be provided at minimum at a rate of 1 tree per 30 lineal feet of building perimeter. Trees shall generally be evenly dispersed but may be clustered where views into the site are desired, subject to Planning Division and City Landscape Architect review.

Tree species for frontage area shall be per the approved landscape concept plans. *Cercis canadensis* 'Vanillia Twist' shall be replaced within the frontage area with *Cercis occidentalis*, *Cercis canadensis* 'Forest Pansy,' or a similar understory, deciduous tree tolerant of drought and suited to slope conditions.

84. Fire apparatus access roads shall be illustrated, diminished, and labeled on planting plan. Trees are to be located so that the mature canopies do not encroach into the access road clear zone of 28 feet wide and 13.5 feet high. Notes shall be added to the plans stating that the trees shall be maintained clear of all vertical and horizontal fire access areas. Maintenance for fire access shall be included in the comprehensive maintenance schedule for the project and included within the plan set, as required per the City's Landscape Architectural Plan Check checklist.
85. Perimeter landscape design shall coordinate with surrounding properties. Shrub and ground cover selections are to match or complement adjacent developments.
86. Enhanced corner planting using specimen trees and accent shrubs that do not conflict with vehicular line of sight. Limit shrubs to a maximum of 30" natural height. On center spacing of enhanced corner planting will be reviewed at time of plan check. Planting at corner shall be sized and spaced to be a minimum of 80% infilled at time of installation and fully infilled within 2 years from installation.
87. Avoid plants that require cutting back to keep them within a specific area or at a trimmed height. Carefully select and locate plants where they will be allowed to grow to maturity and keep their natural shape.
88. Plant materials within vehicular line of sight impact areas are to be limited to a maximum of 30" natural height. Impact areas include but are not limited to project entries, drive aisles, and parking lot island planters. Project Landscape Architect shall coordinate with Project Engineer to determine limited sight areas at corners as described per City Standard Plan No. 214. Intersection Sight Distance.
89. 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. A combination of erosion control groundcover, shrubs, and trees shall be provided.
90. Linear root barriers shall be installed for all trees located within 5 feet of paving and within 10 feet of city sidewalks. Root barrier for trees in these locations shall be a minimum length of 20 linear feet centered on the tree trunk and a minimum depth of 24" inch or greater if required by other department standards.
91. Minimum clearance at all fire equipment and hydrants shall be provided. Within clearance area, only low growing groundcovers may be planted.
92. Utilities and light standard locations shall be coordinated with Owner's engineering team to avoid conflicts with required tree locations and utility screening. Show the outline of any access areas required by the utility purveyor and provide suitable screening shrubs in 15 gallon size outside of access area, as needed to screen from public view. No light

fixture, electric transformer, fire detector check, or fire hydrant shall be designated for any location in a planting area that would make it necessary to eliminate a tree.

93. Plant materials shall be installed from the container sizes consistent with Murrieta Municipal Code Section 16.28.080, Table 3-5, Minimum Mix of Plant Materials. Where plans have proposed sizes greater than Table 3-5, the larger size shall be provided.
94. All groundcovers shall be installed from living plant materials. Spacing shall be such that 100% coverage is achieved within 2 years from installation.
95. All headlight glare from drive aisles and parking stalls shall be screened from public view. An opaque screen shall be installed along all drive aisles and parking areas abutting public streets and rights-of-way. The screening shall have a height of not less than thirty (30) inches and not more than forty-two (42) inches at maturity. For areas which would produce headlight glare impacting freeway, screening shrubs shall be 15 gallon size minimum and spaced closely to provide immediate screening at time of installation. Spacing for screen shrubs should be as close as feasible while still allowing for healthy long-term growth and condition at maturity. Screen walls shall be provided as indicated per the approved landscape concept plan and the approved wall and fence conceptual plan.

The City, City's Landscape Inspector, and the City's Landscape Architect reserve the right to require additional 15 gallon screening shrubs at time of plan check and at time of final landscape inspection where necessary to screen headlights, utilities, bare or blank buildings facades and walls, and other unforeseen unsightly field conditions that may arise during the course of construction.

96. An updated shading exhibit shall be provided. A minimum of 50% of the total parking stall area shall be shaded at maturity by tree canopy, at approximately 15 years realistic canopy growth. Projected canopy size for trees in trees wells at parking lot interiors should consider the unfavorable parking lot conditions and reflected heat in these areas.
97. Required plaza/courtyard amenity areas shall be clearly delineated, dimensioned, and labeled on the landscape plans and all amenities shall be in substantial conformance with the amenities shown on the approved landscape concept plans, provided; however, that amenities can be adjusted and modified to address leasing requirements of tenants provided that it remains in compliance with the requirement of SP 276 and the Triangle Specific Plan Design Guidelines.
98. A landscape phasing exhibit shall be submitted to the Planning Division with the overall site phasing exhibit detailing the sequence of installation for all landscape improvements. All offsite improvements, including right-of-way landscaping along Murrieta Hot Springs Road, median landscaping, and similar shall be shown in the first phase of development. City may require perimeter fencing and perimeter screening and screening shrubs also be provided prior to first occupancy. Landscaping adjacent to the freeways may be reasonably adjusted based on the phasing of development.
99. Commercial zoning requires a minimum of 20% of the total onsite area be provided as landscape. In no case shall the total landscape area fall below the minimum requirement

for the Project as a whole or the 15% requirement within each Planning Area.

Prior to issuance of a Building Permit:

100. The landscape plans shall be approved by the City's Landscape Architect and Assigned Planner.

Prior to the initiation of landscape construction:

101. 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.
102. Contact Murrieta 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 prior to the meeting or the City's determination that it will not be required.

Prior to the issuance of occupancy permits:

103. All offsite and street frontage landscape improvements for Murrieta Hot Springs Road as described by the approved landscaping phasing exhibit shall be provided prior to first occupancy for any building.
104. All required landscaping and irrigation systems shall be installed in a condition acceptable to the City. The owner's contractor, construction manager, or Landscape Architect shall provide inspections throughout the landscape installation process. The owner shall provide the City's Assigned Planner with a Landscape Certificate of Completion documentation package at the time of final inspection request. 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, complete Certificate of Completion package shall be provided for each plan set and each phase of occupancy, at time of final inspection request.

105. 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 shall 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 and inspected. A deposit to cover this 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. Contact Planning Division

to verify current fee schedules and requirements prior to issuance.

DEPARTMENT OF PUBLIC WORKS

106. Since the project consists of multiple discretionary reviews and conditions of approval, (DP 2022-2705, TTM 2022-2706), all conditions of approval shall be referenced as "the conditions of approval" and shall be incorporated as a single project.
107. Any alteration to the final conditions of approval by the Permittee/Owner shall be reviewed by staff to determine whether approval of alteration shall be subject to M.M.C. Section 16.80.070, Changes to an Approved Project.
108. All items required to be submitted shall be, at a minimum, in electronic format (e.g., PDF, Word). Hard copies may also be required.
109. All conditions as approved shall be completed by the Permittee/Owner at no cost to the City, unless specified otherwise.
110. All designs shall conform, at a minimum, to the City of Murrieta Municipal Code, Development Code, Standard Drawings, Circulation Element, California Highway Design Manual, and Manual on Uniform Traffic Control Devices (MUTCD).
111. Prior to any permit issuance, all relevant plans and their associated bonds, reports, and supporting documents shall be prepared in accordance with the Murrieta Municipal Code, reviewed, all applicable fees paid, and approved by the City Engineer.
112. Future extensions are subject to any, and all, local, state, and federal current regulations not previously identified in the original conditions of approval. Revisions/Updates to the original project's exhibits, plans, reports, etc., at the time of any extension request, shall be at the discretion of the City Engineer. Regardless of revisions/updates to future extensions, revised/updated exhibits, plans, reports, etc., shall be submitted for review and approval for discretionary review and approval prior to submittal of construction documents (e.g., exhibits, plans, reports, etc.). The approved discretionary documents, and all applicable conditions of approval, shall then be submitted along with the construction documents for any permit issuance.
113. As part of the initial submittal of plans, reports, etc., for any grading permit or any other grant of approval, the Permittee/Owner shall submit the approved discretionary plans and reports (e.g., Tentative Map, Preliminary Grading Plan, Preliminary Water Quality Management Plan, Preliminary Hydrology Study, etc.) that were approved as part of the Discretionary Review Process, in addition to all applicable onsite and offsite plans, reports, reference documents, and/or document(s) deemed relevant for the issuance of a permit. All discretionary documents shall serve as a reference for final document preparation and approval, and are subject to revision to ensure compliance with all local, state, and federal requirements, as applicable.
114. The conditions herein, when addressing grading plans, implies precise grading plans for the front half of the project and mass grading plans for the back half of the project. Any

other type of grading plan will be explicitly named when applicable. Moreover, grading plans not specifically identified herein are not approved as part of these conditions of approval.

115. Grading plans' 1st submittal, for the front half with building pad location and elevation information, shall be submitted prior to, or concurrently with, building plans' 1st submittal. However, building plans' 1st submittal shall NOT be submitted prior to grading plans' 1st submittal. Moreover, building plans' 2nd submittal shall incorporate all applicable 1st review grading plans' comments. Subsequent building plan submittals shall also coincide with grading plans' latest and applicable revisions.
116. Prior to the issuance of any occupancy permit, including temporary certificate(s) of occupancy, all public improvement conditions set forth in these Conditions of Approval shall be completed and accepted/as-built.
117. In addition to any applicable permit issuance, an Encroachment Permit shall also be obtained from the Engineering Department prior to commencement of any construction within City right-of-way or public jurisdiction easements.
118. If applicable, an Encroachment Permit, or any other applicable type of permit or allowance, shall be obtained from CalTrans, Riverside County Flood Control and Water Conservation District, etc. prior to commencement of any construction within their right-of-way. Proof of permit issuance, or verification of acknowledgement with no permit issuance requirement, shall be submitted prior to city-issued permit issuance affecting said easement(s). Additionally, said approvals/acknowledgements shall be identified on the subject grading and/or improvement plans, as applicable.
119. The Permittee/Owner shall submit a current hyperlinked Preliminary Title Report (PTR) with active connectivity to all referenced recorded documents identified within the Preliminary Title Report.
 - a. In addition to the hyperlinked PTR, all referenced recorded documents shall also be submitted, in PDF format.
120. It is understood that the Final Map will correctly show all existing and proposed easements, travel ways, grading, drainage courses, etc., and that any omission may require the resubmittal of documents and/or plans associated with this application for additional consideration.
121. All Engineering Plans (e.g., Improvement Plans, Grading Plans) shall be coordinated for consistency with adjacent projects and existing improvements contiguous to the site and shall be submitted on standard 24" x 36" City-formatted bond sheets. The Permittee/Owner shall review all plan check comments, make certain their consultants address all comments in each subsequent submittal, and return all plan check comments with each subsequent submittal. Failure to do so may result in additional plan check fees due to additional review time.
122. The Permittee/Owner shall comply with all current and applicable requirements set forth in the City of Murrieta's Municipal Code, Development Code, Standard Drawings,

Ordinances, Policies, and Resolutions, along with all applicable State (e.g., State Water Resources Control Board) and Federal regulations, whether or not such provisions or requirements have been specifically set forth in these conditions, all of which are now incorporated herein by reference, and fully set forth at this point.

123. Prior to approval of any plans, reports, or legal documents and/or permit issuance, the Permittee/Owner shall pay, at a minimum, all outstanding plan check and processing fees.
124. Security bonds, for a portion of the construction costs as outlined in the final cost estimate(s), shall be in the form of a cash deposit, as approved by the City Engineer.

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

Acquiring Offsite Property/Easement

125. 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. Agreements and/or easements shall designate maintenance responsibilities conforming to those associated/identified on the approved Tentative Map. The agreements and/or easements shall also address uninterrupted access and utility services to affected existing properties during construction, and show the recording information (instrument number and date) on the appropriate plan(s).
126. Upon property/easement acquisition, the Permittee/Owner shall complete the improvements as approved by the City Engineer.
127. Property/Easement acquisition necessary for public improvements shall be obtained, signed, notarized, and recorded, and copy submitted to the City, prior to approval of the improvement plans (bonding approved) and final map. Recordation of said property/easement acquisition may occur:
 - a. prior to improvement plan approval with a deferred map if applicable,
 - b. but not with a final map approval with a deferred improvement plan.
128. The Permittee/Owner shall obtain the required area from APN 910-031-020 and 910-031-011, to accommodate public improvements for the purpose of the traffic signal modifications and intersection improvements at Murrieta Hot Springs Rd and Monroe Ave. City-owned
 - a. The Permittee/Owner shall complete the property acquisition process with the City in a timely manner to ensure the proposed design meets all requirements.
 - b. Upon completion of the property acquisition, the Permittee/Owner shall complete the improvements as approved by the City Engineer.

- c. If the Permittee/Owner does not acquire the City-owned parcel, the Permittee/Owner shall provide a redesign of the project ensuring connectivity between Murrieta Hot Springs Rd and Monroe Ave.

Grants of Easements

129. Dedications, grants of easements, and/or right-of-way dedications, shall occur via this project's Final Map or per separate instrument(s), as approved by the City Engineer.
130. All offers of dedication and conveyances shall be submitted for review and recorded as directed by the Engineering Department. The Permittee/Owner shall incur all costs associated with the formation of a suitable maintenance district for all associated easements.
131. All easements and/or right-of-way dedications 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).
132. All dedications shall be free from all encumbrances as approved by the Engineering Department.
133. Easements, when required for roadways, slopes, landscaping, drainage, utilities, etc., both onsite and offsite, shall be shown on a final map, or per separate document(s) as approved by the City Engineer. All grants of easements shall be approved prior to issuance of a grading permit.

Vacation or Abandonment of Easements

134. Vacations and/or abandonment of easements, shall occur via this project's Final Map or per separate instrument(s), as approved by the City Engineer.
135. Proposed vacations or abandonments of existing public right-of-way or easements shall be completed prior to plan approval, or as approved otherwise by the City Engineer.
136. Any proposed vacation(s) and/or abandonment(s) of existing right of way or public easements shall be shown on a final map, or per separate instrument(s) as approved by the City Engineer.
137. All vacations and/or abandonments, shall be submitted for review and approval by the Engineering Department and/or City Council, prior to being signed, notarized, and recorded. A copy of the notarized and recorded copy shall be provided to the City.
138. Subject to the discretion of, and final approval by, the City Council, the City shall vacate/abandon a portion of the following street's right-of-way.
 - a. Sparkman Court, aka Monroe Ave

- b. If the vacation/abandonment is unsuccessful, Permittee/Owner shall submit revised plans for substantial conformance review as required by the City of Murrieta Development Code.

Street Improvement Plans

- 139. The Street Improvement Plan shall include the following "Improvement Note" to identify 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.
- 140. The Permittee/Owner shall provide the following items, but may be required to provide additional items to substantiate the proposed design:
 - a. A Street Improvement Plan prepared by a registered Civil Engineer, or licensed specialist, in accordance with City standards, California Highway Design Manual, and/or MUTCD requirements, with all improvements subject to the approval by the City Engineer.
 - i. The Street Improvement Plan may include within it, but may not be limited to, the following:
 - 1. Standard section(s), plan(s), profile(s), station values, elevations, dimensions.
 - 2. Signing and Striping plan, included with the street improvement plans for the project.
 - 3. Traffic Signal Plan included with the street improvement plans for the project.
 - 4. Wet Utility Plans (e.g., storm drain, water, sewer) included with the street improvement plans for the project.
 - b. A Cost Estimate, prepared, signed, and stamped, by the registered civil engineer preparing the plans. The cost estimate shall include all costs, but not limited to, plan preparation, plan check fees, permit fees, bonding, staking, construction costs, stormwater best management practices, erosion control, soils engineering; construction management, etc.
- 141. The Permittee/Owner shall design, for the guarantee of construction, the following public improvements to the current City of Murrieta Circulation Element and corresponding City standards. Improvements may include, but are not limited to: paving, curb and gutter; sidewalk; street lights; drainage facilities; water quality best management practices; signing and striping; utilities, including but not limited to, water and sewer; landscaping; with all improvements subject to the approval by the City Engineer.
 - a. Design Murrieta Hot Springs Rd frontage to be improved to a half width of seventy-

five feet (75') centerline to right-of-way, per Augmented Urban Arterial City Standard Drawing #102A. The following shall be provided, but may not be limited to:

- i. An additional width, greater than the seventy-five feet (75') centerline to right-of-way, shall be provided to accommodate the right-turn/decel lane, per Traffic Engineering requirements, to the satisfaction of the City Engineer.
 - ii. The required improvements shall include, and clearly show, connectivity to existing improvements at, and adjacent to, the project's westerly and easterly property line(s), as well as Monroe Ave.
 - iii. The required improvements shall include connectivity to improvements existing opposite legal centerline.
 - iv. Provide a design identifying improvements, including but not limited to: a bike lane; eastbound travel/turn/decel lanes; westbound travel/turn lanes; existing/proposed raised/painted medians; existing eastbound parkway improvements; all as directed by the Traffic Engineer, and subject to approval by the City Engineer.
 - v. The project's frontage shall identify the requested parkway to accommodate the enhanced parkway landscape, between the curb & gutter and the right-of-way line.
 - vi. The project shall provide a design to tie into existing medians and provide full width raised landscaped medians along the project's frontage from the most westerly property line to the most easterly property line, except for the areas for turning lanes at the following intersections:
 1. Murrieta Hot Springs Rd & Monroe Ave
 2. Murrieta Hot Springs Rd & Hancock Avenue
 - vii. As applicable, callout right-of-way dedication/vacation along the frontage to provide the requested right-of-way for the required improvements.
 - viii. Restripe Murrieta Hot Springs Rd full width as directed by the Traffic Engineer and as approved by the City Engineer.
 1. Transition striping from the proposed frontage may be required to commence at the project boundary and extend offsite to the satisfaction of the City Engineer.
142. All street improvements shall be designed to provide adequate right-of-way and transitions to existing improvements.
143. Proper right-of-way shall be dedicated, beyond that required per City Standard Drawing #102A, along the entire Murrieta Hot Springs frontage, to accommodate the new parkway improvements, along with all access driveways to include the pedestrian

improvements/pathways.

144. Improvement plans shall show all existing and proposed drainage and stormwater facilities, including surface and subsurface construction.
145. The Permittee/Owner shall provide a design to construct/reconstruct handicap access ramps within the project's frontage public right-of-way to current ADA requirements (e.g., ramps with truncated domes/warning detection systems). 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.
 - a. Sidewalks and pedestrian ramps fronting, adjacent to, and/or near the project shall be improved/provided to current ADA standards, to the satisfaction of the City Engineer.
 - b. Pedestrian sidewalks and ramps, fronting, adjacent to, and near the project, shall be improved/provided, to ensure continuous connectivity to the nearest RTA bus stop and to current ADA standards, to the satisfaction of the City Engineer.
146. If applicable, the Permittee/Owner shall provide a design to construct/reconstruct handicap access ramps within the public right-of-way, and adjacent to the project, to current ADA requirements (e.g., ramps with truncated domes/warning detection systems). 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 to ensure public safety, to the satisfaction of the City Engineer.
147. The Permittee/Owner shall provide a design for bus turnouts with shelters at all existing and proposed bus stops as determined by the Engineering Department and the Riverside Transit Agency. The bus turnout may not be required if located within a right-turn lane for access onto the site, as approved by the City Engineer.
 - A. Existing bus stops within proposed right-turn lanes shall be relocated to the satisfaction of the City Engineer.
 - B. Details for the bus stop, shelter, and appurtenances shall be provided on the plans..
148. City-maintained drainage facilities located outside of city right-of-way shall be accompanied with proper public drainage easements and monumentation for review and approval by the City, and recorded on a city-approved format.
149. All storm drain easement widths shall adhere to Riverside County's storm drain easement width chart and have a maximum cross slope of 5%.
150. The parkway cross slope in the public right-of-way shall not exceed two percent, unless otherwise approved by the City Engineer.

151. Driveways and Site Access shall conform to Development Code 16.34.080.
152. Corner Site Distance and Stopping Sight Distance for the installation of pedestrian and traffic control facilities shall be provided at all street intersections and entrances in accordance with City Standards, as directed by the Traffic Engineer, to the satisfaction of the City Engineer. The line of sight shall be shown on all grading, street improvement, and landscape plans in accordance with Std. 214. Signs are not allowed within the Limited Use Area.
153. The Murrieta Hot Springs Rd and Monroe Ave pre-development drive lanes, paint, striping, and signage shall be reviewed and revised as needed by the City's Traffic Engineer, to the satisfaction of the City Engineer.
154. The exact alignment, width, and design of all turning lanes, travel lanes, driveways, striping, and all other traffic control devices and measures, including turnouts, bike lanes, and width transitions, shall be approved by the City Engineer.
155. A light emitting diode for the public and private street lighting system shall be shown on the street improvement plans and shall be installed at locations specified by the City Engineer at no cost to the public. All installations shall be compliant with the City's Street Lighting Standards, 619, 620, and 620C.
156. If the project is to be phased, the Permittee/Owner shall submit detailed plans describing activities for the entire phase(s). A Phasing Plan shall be reviewed and approved by the City Engineer and Planning Division Director. The plans shall address, in detail, the following, but not limited to, items:
 - a. The Permittee/Owner shall implement the requirements of the current General Construction Permit at all times to prevent discharge from the site for all phases of construction (e.g., demolition, grading, vertical construction, landscape/hardscape). Sediment and erosion controls shall be appropriately applied for the risk level assigned to the project.
 - b. Submit a landscape plan to the Planning Division that addresses both short term and long term slope stability and dust control including all temporary and permanent buildable pads. This plan shall also include all required BMP's and storm water design features.
 - c. Should the Permittee/Owner decide to develop phases out of numerical sequence with the approved phasing as shown on the plan, all conditions required of the proceeding phases shall be completed unless otherwise approved by the City Engineer and the Director of Planning. Other conditions may be imposed by the City Engineer and Planning Division Director to allow phased construction.
 - d. The Water Quality Improvement Plans (WQIP), approved as part of the grading plans, shall address the Best Management Practices (BMP's) to be utilized for each phase of development. The WQIP shall include an overview of project phasing that shows each project phase, prior to activation of the area for use in accordance with Order R9-2013-0001, that 100% of the impervious area for that

phase will be treated and retained to meet water quality and hydro-modification requirements.

157. 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, and 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.
158. If reconstructing an existing street or existing intersection, the Permittee/Owner shall provide a design with callouts for street centerline monuments to be set per City Std. 617a, 617b, and 617c, and elevations provided, unless specified otherwise by the City Engineer, or assignees.
 - A. Set street centerline monumentation for the following street(s) and/or following intersection(s):
 - i) Murrieta Hot Springs Rd & Monroe Ave
159. Centerline tie notes may be provided, when applicable as noted on City Std. 616, on 8.5 x 11 mylar sheets (identify locations if possible). Prior to installation, each location where tie notes may apply shall be reviewed and approved by the City Engineer, or assignees, to determine monument type to be used.

Traffic

160. Permittee/Owner shall provide a Street Improvement Plan prepared by a registered Civil Engineer in accordance with City standards, California Highway Design Manual standards, and MUTCD requirements, with all improvements subject to the approval of the City Engineer.
161. 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.
162. Traffic signal improvements shall be designed to coincide with the street improvement plans. Right-of-way acquisition necessary for street and traffic signal improvements shall be the responsibility of the Permittee/Owner. Traffic signals are not eligible for DIF credit.
163. Permittee/Owner shall design Traffic Signal Modifications to the existing signals on Murrieta Hot Springs Rd frontage. Designs shall be prepared by a registered Civil Engineer in accordance with City Standards with all improvements subject to the approval of the City Engineer.
164. Prior to issuance of Certificate of Occupancy permits for Phase 1A uses, design, furnish, and construct the following (MMRP PDF 10-1):

Driveway 1 (Monroe Avenue) at Murrieta Hot Springs Road

Northbound approach: 2 left-turn lanes, 2 through lanes with shared right-turn lane
Southbound approach: 2 left-turn lanes, 2 through lanes with shared right-turn lane
Eastbound approach: 2 left-turn lanes, 4 through lanes, 1 right-turn lane
Westbound approach: 2 left-turn lanes, 4 through lanes with shared right-turn lane
Install traffic signal

Driveway 2 at Murrieta Hot Springs Road

Northbound approach: 1 right-turn lane
Eastbound approach: 4 through lanes, 1 right-turn lane (200 feet minimum storage)
Westbound approach: 4 through lanes with shared right-turn lane

Driveway 3 (Hancock Avenue) at Murrieta Hot Springs Road

Northbound approach: 2 left-turn lanes, 2 through lanes with shared right-turn lane, 1 right-turn lane
Southbound approach: 2 left-turn lanes, 2 through lanes with shared right-turn lane
Eastbound approach: 2 left-turn lanes, 4 through lanes, 1 right-turn lane
Westbound approach: 2 left-turn lanes, 4 through lanes with shared right-turn lane
Modify traffic signal

165. Project shall comply with and provide documentation demonstrating compliance with Mitigation Monitoring & Reporting Program (MMRP) Mitigation Measures 10-1, 10-2, and 10-4.
166. Prior to issuance of a building permit, the permittee/owner shall provide pay the project's traffic impact fee (Fair Share Impact Fee established as a dollar amount per square foot of gross building area) as follows:

Building Square Foot Threshold	Traffic Fee per square foot
1 - 537,496	\$0.37
537,497 - 1,240,556	\$3.21
1,240,557 – 1,767,914	\$0.80

This fee implements the fair share fee required to mitigate impacts to specified intersections identified part of MM 10-2.

Sewer & Water

167. Verify capacity of proposed sewer and water systems and provide approval from the Health Department or the governing Sewer and Water District that the proposed sewer and water system is compliant with the District's master plan.
168. The Permittee/Owner shall design and guarantee the construction of all sewer and water improvements necessary to serve this project. Private sewer force mains are not allowed in the public right-of-way unless otherwise approved by the City Engineer.

Utilities

169. The Permittee/Owner shall provide a design to install all existing and proposed utility systems underground. Utility systems include, but may not be limited to, electric lines 32kv and lower, telephone, and cable TV. The utilities shall be designed in accordance with City Codes and utility provider(s).
- A. 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.
 - B. If there are any electric lines 33kv and higher, those existing lines will not be required to be placed underground.
 - C. Electric lines not required to be underground shall be relocated to accommodate required public roadway/parkway improvements.
170. Above-ground Edison transformers shall be located behind the right-of-way line. If necessary, retaining walls shall also be located behind the right-of-way and limited to maximum five feet in height. Safety railing is required for retaining wall heights above thirty inches.
171. Permittee/Owner shall provide a design identifying location of all wet utilities (e.g., water, sewer, storm drain, recycled, etc.).

Grading

172. The Permittee/Owner shall provide the following items, but may be required to provide additional items to substantiate the proposed design:
- a. A Grading Plan prepared by a registered Civil Engineer in accordance with currently accepted design standards. The plan shall incorporate Grading Information, Erosion & Sediment Control Measures, Mitigation Measures as applicable, and Site Design & Source Control (Low Impact Development (LID)), as well as Pollutant Control and Hydromodification as applicable.
 - i. The Grading Plan shall include within it the following:
 - 1. A Water Quality Improvement Plan prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Department.
 - 2. A Storm Drain Improvement Plan prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Department.
 - 3. An Erosion Control Plan prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Department.

- b. A Cost Estimate prepared, signed, and stamped, by a registered civil engineer. The cost estimate shall include all costs but not limited to plan preparation, plan check fees, permit fees, bonding, staking, construction costs, erosion control, soils engineering; construction management, etc.
173. The Grading Plan shall be prepared to the satisfaction of the City Engineer and shall also include, but may not be limited to:
- a. Include a topographic map prepared by a 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 two-foot contour lines and/or sufficient spot elevations to clearly represent existing and proposed topographical features, and existing and proposed drainage patterns. Survey shall extend a minimum of 100 feet beyond limits of work. Said map shall also show entire property boundary including any assumed found monuments, and bearings and distances based on record information.
 - 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 as quantified in the Water Quality Management Plan.
 - e. Include mitigation measures and project modifications as recommended in the required Geotechnical Report prepared for the project.
 - f. Depict the location of existing or proposed easements within the property boundary, as well as adjacent easement(s) which may impact, or may be impacted by, the project.
174. All onsite storm drain systems shall be privately owned and maintained. Private storm drain systems may connect to public storm drain facilities by installing cleanouts situated immediately adjacent to, and within, the public right-of-way.
175. Pay to City all County of Riverside Development Impact Fees applicable at time of grading permit issuance or as otherwise approved by ordinance. In the event these fees have been previously paid, the Permittee/Owner shall provide proof of payment. Said fees may include, but are also not limited to, the following:
- A. Riverside County Area Drainage Fee
 - B. Kangaroo Rat Fee
 - C. Multiple Species Habitat Conversation Plan (MSHCP) Fee
176. Obtain written clearance, as deemed necessary by the Engineering Department, from the following departments/agencies:
- A. Planning Division

- B. Community Services Department
 - C. Building Division
 - D. Fire Department
 - E. Landscape (Planning Division)
 - F. Sewer and Water District(s)
177. If applicable, the Permittee/Owner shall obtain and provide the City with written clearance or a non-interference letter from Southern California Edison (SCE) prior to grading plan approval. Permittee/Owner shall submit directly to SCE.
178. Loading ramps or truck wells shall be profiled showing the ramp, ramp transitions, and overhead clearances. Drainage collection sump areas shall conform to clean water runoff standards. Loading, unloading, and truck turning movements onsite, along with contiguous adjacent public streets, shall be shown on the grading plan.
179. Development Standards for Off-Street Parking shall conform to Development Code 16.34.070.
180. If blasting of rock is required, a blasting permit will be required as part of the grading permit process. A blasting permit shall be obtained through the Riverside County Sheriff's Department. Notification shall also be provided to the City of Murrieta Police and Fire Departments prior to blasting.
181. If any water wells are found onsite, the intent shall be identified on the grading plan (e.g., if inoperable...to be abandoned; if operable...to be protected in place, etc.). If to be protected in place, easements may apply. Additionally, if to be abandoned, they shall be abandoned in a manner approved by the State Department of Water Resources and Riverside County Health Department. Confirmation of abandonment approval shall be provided to the City.
182. If applicable, a qualified biologist shall delineate jurisdiction areas that are not to be disturbed. Identify the installation of some type of barrier fence to delineate the areas of avoidance.
183. Construction fencing shall be placed so as not to interfere with sight distance and comply with City Std. No. 214.
184. 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.
- A. All storm drain easement widths shall adhere to Riverside County's storm drain easement width chart and have a maximum cross slope of 5%.
185. All existing property 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 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.

Geotechnical

186. A comprehensive geotechnical report shall be prepared by a registered Geotechnical Engineer and submitted to the engineering department 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:

- 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) provide slope stability analysis,
- vi) identify faults that may affect the proposed project and confirm buildings meet setback requirements, as applicable.
- vii) evaluate slope stability and potential effect of proposed construction on nearby slopes, public right-of-way and neighboring properties.
- viii) Address the feasibility of long-term infiltration of stormwater runoff onsite, and if subdrains will be required for any proposed infiltration BMPs.
- ix) Provide recommendations for any special construction methods as necessary.

B. All recommended measures identified in the report shall be incorporated into the project design. If located in a Geologic Special Study Zone, the report may, at the discretion of the City Engineer, be subject to a third-party review. If third party review is required, the Permittee/Owner must submit an application and schedule to have any open trenches inspected by a City-approved third-party reviewing consultant.

187. If project is determined to be a "Priority Development Project", 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 on the grading plan identifying the infiltration rates used in the WQMP. If BMP locations differ, laterally and/or vertically, from the WQMP, additional infiltration tests may be required to be conducted and submitted for review and approval by the City.

Water Quality Management Plan (WQMP)

188. The Permittee/Owner shall provide a Water Quality Management Plan (Report) prepared by a registered Civil Engineer in accordance with currently accepted design standards.
189. 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 WQMP.
190. A Final Project-Specific WQMP shall be submitted to the City for approval with the grading plan check application and approved by the Engineering Department prior to issuance of a grading permit. The WQMP shall include, but not be limited to, the following:
- A. The Permittee/Owner, assigns, or heirs shall allow the City to enter the premises to conduct periodic inspections to ensure that the WQMP is being implemented, maintained, and to review the inspection and maintenance records.
 - B. Prepare a hydromodification analysis utilizing continuous simulation of the geomorphically significant flows starting at 10% of the 2-year runoff and up to the 10-year runoff (85th percentile Design Capture Volume (DCV)). The analysis must have a maximum interval of 1-hour, or 15-minutes, and contain a minimum of 37 years of data.
 - C. The 85th percentile DCV of on-site drainage shall be treated on site in accordance with the current NPDES MS4 Permit and the City's latest Water Quality Management Plan. The drainage shall be treated onsite prior to entering public right-of-way.
 - D. When continuous simulation is prepared, and acceptable, the continuous simulation may be used in-lieu of the 1, 3, 6 and 24-hour duration for the 2, 5, and 10-year frequency storms, if applicable.
 - E. The WQMP shall incorporate, but not be limited to, the following:
 - i) Site design BMP's,
 - ii) Source control BMP's,
 - iii) Pollutant control BMP's,
 - iv) Hydromodification
 - v) The WQMP shall identify affected and 303(d) receiving water bodies, applicable water-quality objectives, total maximum daily loads (TMDLS), pollutants of concern for the project type, and estimates for post-construction discharge rates (with all BMPs in place), and demonstrate that the project

pollutant loads will be treated in accordance with the most current NPDES MS4 permit and will not cause a violation of the water quality objectives. The structural treatment and hydro-modification controls shall remove project pollutants anticipated to be generated by the project for the benefit of downstream impaired water bodies listed by the SWRCB 303(d) to a medium removal efficiency or better for the pollutants of concern.

- vi) Long term operation and maintenance requirements, inspection and maintenance checklist;
 - vii) Record a restrictive covenant to ensure operation, maintenance, funding, and transfer of requirements.
 - viii) The post-construction best management practices (BMPs) outlined in the approved Final project-specific WQMP shall be incorporated in the grading plans.
- F. A Water Quality Maintenance Agreement shall be recorded with the County Recorder and proof of the recordation shall be provided to the City. The agreement shall include summaries of water quality/hydromodification facilities and operations & maintenance.
- i) The Maintenance Agreement shall identify public BMPs to be maintained by the development's assigned entity.
 - ii) The agreement shall also identify if the development's assigned entity fails to maintain said BMP(s) the City is authorized to maintain or replace BMP(s) for continued compliance and shall be reimbursed by the assigned entity.
- G. A copy of the Final Project-Specific WQMP shall be kept onsite at all times. The Permittee/Owner shall make the occupants, tenants, staff, employees, and contractors aware of this document and educate them on the contents.
191. 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.
192. 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.
193. It is the responsibility of the Permittee/Owner to ensure all applicable BMPs are correctly utilized as referenced in the California Stormwater Quality Association (CASQA) BMP Fact Sheet, and all maintenance measures implemented.

194. Where applicable, provide 12 foot wide x 6 inch thick concrete paved access to storm drain facilities with 12 percent maximum grade. Turnarounds are required, but may be waived depending on overall accessibility and, at the discretion of the Public Works Director.
195. The Permittee/Owner shall submit, for City review and approval, a mechanism ensuring ongoing long-term maintenance for the onsite post-construction Best Management Practices (BMPs).

Hydrology & Hydraulics

196. The Permittee/Owner shall provide a Hydrology & Hydraulics Reports prepared by a registered Civil Engineer in accordance with currently accepted design standards.
197. Ensure the Report addresses any proposed commingled flows from adjacent properties, unless procedures are incorporated to otherwise convey and properly dispose of the flows without commingling.
198. Alteration to the existing drainage pattern, including concentration or diversion of flows, are not allowed, unless the Permittee/Owner obtains permission and/or agreements from the affected property owner(s). This may involve, but is not limited to, obtaining notarized/recorded letters of permission and/or agreements, securing drainage easements and/or ponding easements, constructing adequate drainage improvements, and providing a maintenance mechanism for private drainage facilities.
199. The Permittee/Owner shall be responsible for mitigating impacts created by changes in drainage runoff course, water quality, hydro-modification, concentration, or quantity to the satisfaction of the City Engineer for both on-site and off-site drainage.
200. Accept and properly dispose of all offsite drainage currently flowing onto and/or through the site.
201. If possible, all drainage shall be conveyed onto public property. Cross lot drainage shall not be allowed. Where unavoidable, proper permissions, agreements, and easements shall be obtained by the Permittee/Owner.
202. The report shall show all existing and proposed onsite and/or offsite public and/or private drainage facilities intended to discharge the runoff. The study shall include a capacity analysis verifying the adequacy of the drainage facilities. Runoff from the development or partial phase of development of the property shall meet the following criteria:
 - A. Permittee/Owner shall be responsible for mitigating impacts created to changes in drainage runoff course or quantity, for both on-site and off-site drainage, to the satisfaction of the City Engineer.
 - B. Do not significantly exceed the existing natural discharge quantities.
 - C. Street storm flows shall not exceed top of curb for the 10-year storm event.
 - D. Must contain storm flows within the street right-of-way for the 100-year event.

- E. All inlets, outlets, pipes, channels, basins, etc. must be capable of conveying the 100-year storm.
 - F. Sump conditions shall be designed to convey the 100-year storm flows
 - G. Secondary emergency escape path shall be provided.
 - H. If the project discharges/connects to an off-site detention basin, provide permission to drain/connect from the owner of basin or system. Off-site detention basins require a Declaration of Dedication. All detention measures shall have positive drainage with a minimum 48-hr draw-down time and be empty within 72 hours.
 - I. Standing water is not permitted.
 - J. Detention for projects that are 10 acres or greater shall analyze for the 1, 3, 6 and 24-hour duration for the 2, 5, and 10-year frequency storms.
203. When continuous simulation is prepared (see Water Quality Management Plan section), and acceptable, the continuous simulation may be used in-lieu of the 1, 3, 6 and 24-hour duration for the 2, 5, and 10-year frequency storms, if applicable.

Storm Water Pollution Prevention Plan (SWPPP)

204. 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 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.
205. 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.
206. This document must minimize the disturbed area, label the total disturbed area, and identify equipment and material storage areas.
207. All grading activities shall minimize dust through compliance with AQMD Rule 403, which requires watering during earth moving operations.
208. All open or undeveloped land shall be maintained to prevent wind/water erosion of said land. All disturbed undeveloped land shall be planted with interim landscaping or stabilized with other erosion control measures.

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

Final Map

214. The Permittee/Owner shall submit a Final Map prepared in accordance with the City of Murrieta Development Code and California Subdivision Map Act. The final map shall be prepared by a licensed land surveyor or qualified registered civil engineer.
215. The Final 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 Section 66411.1. The following improvements notes shall be added on the Final Map:
 - A. All public improvements, as identified per the conditions of approval and/or approved per the improvement plans, shall be completed, and accepted/as-built, prior to the first certificate of occupancy.
216. Prepare and record an Owner's statement acceptable to the City Engineer with a note to the effect that the property owner is responsible for the maintenance of the parkway lighting, landscaping and irrigation, and any applicable water quality treatment facilities/devices.
217. On-site public drainage facilities located outside of public right-of-way shall be contained within public drainage easements as determined to be necessary. A note shall be added on the Final Map stating, "*Public drainage easements shall be kept free of buildings and obstructions.*"
218. Prior to approval of the Final Map, the Permittee/Owner shall submit an application and

pay a fee for the city administrator to reapportion any existing assessment district liens. The fee proposal from Willdan Financial Services includes a base amount and per parcel charge so the total amount will vary depending on number of parcels.

219. Easements, when required for roadway, slopes, landscaping, drainage facilities, utilities, etc., for either onsite or offsite, shall be shown on the Final Map. The Permittee/Owner shall incur all costs associated with the formation of a suitable maintenance district or other mechanism to maintain all associated roadway, slope, landscape, and drainage easements, including access.
220. All offers of dedication and conveyances shall be submitted for review and approval, and recorded as directed by the Engineering Department.
221. All easements and/or right-of-way dedications shall be offered on the Final Map 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 Department.
222. Relinquish and waive abutter's right of access to and from Murrieta Hot Springs Rd, excepting those areas as shown on the approved tentative map.
223. Any proposed vacation(s) and/or abandonment(s) of existing right of way or public easements shall be shown on the Final Map, or per separate document(s) as approved by the City Engineer. Vacations and/or abandonments may be required to be approved prior to issuance of a grading permit.
224. Proof of payment of any, and all, delinquent property taxes shall be provided prior to recordation of the Final Map.
225. Provide an electronic copy of the Final Map in a PDF format and AutoCAD format, to the satisfaction of the City's GIS Department. A hard copy may also be required.

PRIOR TO ISSUANCE OF BUILDING PERMITS

226. The Permittee/Owner shall coordinate with the City's Construction Manager with approved/signed grading and/or improvement plans and grade/construct per said plans, as approved by the City Engineer.
227. The Permittee/Owner shall provide a copy of the recorded map and/or agreements to the Building Department and Engineering Department. Electronic and hard copies may be required, at the discretion of the City Engineer.
228. All easements, agreements of improvements, and dedications for required rights-of-way shall be approved by the Engineering Department.
229. Grading plans, with building pad location and elevation information, shall be approved, to the satisfaction of the City Engineer.
230. The building pad shall be certified by a registered Civil Engineer for location and

elevation. Additionally, the Soils Engineer shall issue a Final Soils Report addressing compaction and site conditions.

- 231. The Permittee/Owner shall pay to the City all applicable Development Impact Fees as required by, and in accordance with, City Ordinance 196-98, Resolution No. 08-2107 and Resolution No. 16-3602, or most recently adopted DIF Resolution.
- 232. The Permittee/Owner shall pay to the City the Western Riverside County Transportation Uniform Mitigation Fee (TUMF) based on the applicable rates at time of permit.

DURING CONSTRUCTION

- 233. The Permittee/Owner shall coordinate with the City's Construction Manager with approved/signed grading and/or improvement plans and grade/construct per said plans, as approved by the City Engineer.
- 234. Permittee/Owner shall construct all public improvements, per the approved and bonded improvement plans, as approved by the City Engineer.
 - a. Minor field changes may occur at the discretion of the City's Construction Manager.
 - b. Changes other than minor shall be submitted to the engineering department as a construction change submittal for review by engineering and approval by the City Engineer.
- 235. The Permittee/Owner shall construct all onsite grading improvements, per the approved and bonded grading plans, as approved by the City Engineer.
 - a. Minor field changes may occur at the discretion of the City's Construction Manager.
 - b. Changes other than minor shall be submitted to the engineering department as a construction change submittal for review by engineering and approval by the City Engineer.
- 236. If applicable, a qualified biologist shall delineate jurisdictional areas that are not to be disturbed. Barrier fencing shall be installed, as approved, delineating the areas of avoidance. Once construction is completed, the same qualified biologist shall certify that no jurisdictional area was disturbed or damaged.
- 237. Construction fencing shall be placed so as not to interfere with sight distance and comply with City Std. No. 214.
- 238. If dirt or construction debris is to be transported into, or off, the site, a haul permit will be required as part of the grading permit process. Both import and export locations must be permitted sites. If so, submit a proposed haul route plan and comply with all conditions and requirements the City Engineer may impose to the hauling operation.
- 239. The exact depth of street structural section and subgrade requirement shall be based on subgrade "R" value tests in the field and the appropriate Traffic Index for the type of street, as determined by the Geotechnical Engineer and the City Standards, whichever

is greater.

240. If any water wells are found onsite, they shall be protected in place or abandoned, as approved by the State Department of Water Resources and Riverside County Health Department. Confirmation of abandonment approval shall be provided to the City.
241. 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.
242. The Permittee/Owner shall construct all sewer and water improvements necessary to serve this project. Private sewer force mains are not allowed in the public right-of-way unless otherwise approved by the City Engineer.
243. The Permittee/Owner shall install all existing and proposed utility systems underground, including electric lines 32kv and lower (as applicable), telephone, and cable TV, in accordance with City Codes, the utility provider, and as approved by the City Engineer. All applicable appurtenances shall also be installed. Easements shall also be provided as required.
244. Above ground Edison transformers shall be installed behind the right-of-way line, as approved.
245. Obtain clearance from the dry utility companies and gas company.
 - a. Permittee/Owner shall install all dry, wet, and gas utilities prior to the placement of final cap or lift of asphalt pavement to avoid new street improvements from being marred by saw cuts, potholes, equipment, etc.
246. The building pad shall be certified by a registered Civil Engineer for location and elevation. Additionally, the Soils Engineer shall issue a Final Soils Report addressing compaction and site conditions.
 - a. Building pad certification shall be obtained prior to building footing inspection.
 - b. Building pad certification shall be obtained prior to building foundation cement pour.
247. 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.
248. 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 approved by the Engineering Department. The

Traffic Control Plan shall address roadway widening / street closures / median improvement, detour or other disruption to traffic circulation as required by the Engineering Department.

249. Traffic signal improvements shall be installed/constructed to coincide with the street improvements as approved by the City Engineer.
250. Permittee/Owner shall provide proof of dedication of easement to the City for access and maintenance of any traffic equipment.
251. The Permittee/Owner shall reconstruct existing handicap access ramps within the public right-of-way, and adjacent to the project, to current ADA requirements, as approved by the City Engineer.
252. 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.
253. For reconstructed existing street(s) and/or intersection(s), street centerline monuments shall be set per City Std. 617a, 617b, and 617c, and elevations provided, unless specified otherwise by the City Engineer, or assignees.
 - A. Set street centerline monumentation for the following street(s) and/or following intersection(s):
 - i) Murrieta Hot Springs Rd & Monroe Ave.
254. Centerline tie notes may be provided, when applicable as noted on City Std. 616, on 8.5 x 11 mylar sheets (identify locations if possible). Prior to installation, each location where tie notes may apply shall be reviewed and approved by the City Engineer, or assignees, to determine monument type to be used.

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

255. 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.
256. Prior to, but not necessarily the last, 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.
257. All sewer and water improvements shall be constructed, completed, and accepted in accordance with the Sewer and Water District standards.

258. All existing and proposed dry, wet, and gas utility lines have been undergrounded and/or relocated, and/or easements provided, as necessary.
259. Final Map shall have been recorded, accepted by County, and a copy provided to the City Engineer, in the format requested.
260. If applicable, provide elevations for set Street Centerline Monuments. If approved, provide centerline tie notes per City Std. 616 on 8.5 x 11 mylar sheets for all monuments set.
261. Demonstrate that all treatment control BMP's described in the Final project-specific 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 Final project-specific WQMP.
262. The Permittee/Owner shall prepare and provide an as-built project specific Final WQMP (updated to include any changes made during construction) and demonstrate that an adequate number of copies are available for the future owners / occupants.
 - a. One (1) electronic format shall also be provided to the Department of Engineering, and/or a hard copy as requested.
263. 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.
264. The Permittee/Owner shall disclose to any other property owner(s) they are responsible for the maintenance of the parkway landscaping. And any other work within the public right-of-way will require an encroachment permit from the Engineering Department.
265. The Permittee/Owner shall provide one set of Mylars, scanned copy, and electronic copy of "As-Built" drawings of the grading and improvement plans. The electronic copy shall be in an AutoCAD format to the satisfaction of the City's GIS Department². Coordinate system shall be NAD 1983 State plane California Zone V1 FIPS 0406 Feet.
 - a. The Permittee/Owner shall provide electronic copies (e.g., thumb drive) of the approved WQMP, Hydrology/Hydraulic Report, Final Geotechnical Report, and any other applicable document(s). Said Electronic copies shall be in a Word.doc, PDF format, and/or other acceptable Microsoft format.
 - b. The "As-Built" mylars shall include any, and all, construction changes, as well as all dry, wet, and gas utilities.
266. Obtain written clearance, as deemed necessary by the Engineering Department, from the following agencies:
 - A. Planning Division
 - B. Engineering Department
 - C. Building & Safety Division

- D. Fire Department
- E. Landscape (Planning)
- F. Community Services Department
- G. Sewer and Water District(s)
- H. Utility Companies
- I. Southern California Edison Company

BUILDING DIVISION

General

- 267. 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.
- 268. 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.
- 269. Architectural site and on-site civil design shall correlate, and details shall comply with accessibility standards of the State of California during plan review.
- 270. 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.
- 271. 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.
- 272. 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.

273. 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.
274. 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.
275. 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.
276. All Exterior Path of Travels Shall conform to current CA Building Codes and Accessible Standards.
277. Indicate a 12" inch wide step out curb at parking spaces located adjacent to island planters. Construction Details will be required during plan review.
278. 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.
279. 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.
280. 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.
281. 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:
- a. 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.
 - b. 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.
 - c. Typical length of all parking spaces shall be a minimum of 18 feet.

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

Building Permit Application:

284. 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).
285. Plans submitted for building construction shall contain a full-size copy of the Final Approved set of city departments Conditions of Approval.
286. Submit a construction waste management plan (Building Form DS-153) for diversion of materials.
287. Will serve or first release forms from the governing water and sewer districts will be required.
288. 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:

289. 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.
290. All applicable fees and forms shall be paid. This may include TUMF, School, DIF, etc.
291. Verification of an approved, stamped and signed by the City of Murrieta Engineer, grading plan.
292. 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:

293. 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 Division.

294. TCO requests Shall be submitted Seven business days prior to the TCO occupancy request Date (DS-130 Bulletin).

FIRE DEPARTMENT**General:**

295. The project shall comply with all requirements set forth by the California Code of Regulations Title 24 Parts 1-12 respectively.
296. The adopted edition of the California Code of Regulations, Title 24, Parts 1 through 12, and the Murrieta Municipal Code shall apply at the time the architectural plans are submitted for construction permits.
297. Prior to the issuance of any grading permit, the applicant shall provide evidence of sufficient fire flow of 3,000 GPM for 3 hours to the City of Murrieta Fire & Rescue. Murrieta Fire & Rescue Water Available/Fire Flow Form shall be utilized. The fire flow report shall be completed within 6 months of the time of submittal.
298. Prior to the issuance of any grading permit, the applicant shall provide a fire department access plan to the City of Murrieta Fire & Rescue for review and approval. The fire department access plan shall comply with the requirements specified by Murrieta Municipal Code, California Fire Code (CFC), Chapter 5 and Appendix D.
- a. Add a note to the fire access plans that all planter areas adjacent to any fire lane that the planting of trees and landscape shall not encroach into the fire lane and maintain a clear height of 13'-6" beneath the canopy.
 - b. Add a note on the plans that all required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 5-feet shall be maintained at all times. Fire Hydrants shall be centered in a 4-foot x 4-foot concrete pad.
299. Prior to the issuance of any grading permit, the applicant shall submit water improvement plans to the City of Murrieta Fire & Rescue for review and approval. The Developer shall furnish Murrieta Fire & Rescue with three (3) copies of the water improvement plans designed by a Registered Engineer and/or Licensed Contractor. On-site private fire service mains shall have a minimum of eight (8) inch water mains with six (6) inch laterals and risers. Larger pipes may be required to meet required fire flow requirements. Fire hydrants shall provide one 4" port and 2- 2 ½ ports and must be an approved fire hydrant type. The private fire hydrant system must be approved, installed, tested, and accepted, prior to combustible construction.
300. Prior to the issuance of any building permit, the applicant shall install all required fire hydrants and water supplies with the following specific items:
- a. The fire hydrants shall be operational prior lumber drop and building construction. All fire hydrants shall remain operational during construction.
 - b. All required fire hydrants shall be readily visible and immediately accessible and adjacent to the approved fire access road. A clear space of not less than 5 feet shall be maintained. Fire Hydrants shall be centered in a 4-foot x 4-foot concrete pad.

- c. Fire hydrants shall be installed at intersections, at the beginning radius of cul-de-sacs, and every 300 feet of fire access roadways, regardless of parcel size. The size of fire hydrant outlets shall be a minimum of one 4 inch and two 2-½ inch NST outlet as required by the Fire Code official.
 - d. A minimum of two points of connection to public water shall be provided for the private fire-line water.
 - e. The private underground fire-line system shall be a looped design.
 - f. The private underground fire-line system shall have indicating sectional valves for every five (5) appurtenances.
 - g. The Fire Department Connection (FDC) shall be located within 50 feet of a public fire hydrant. The fire hydrant shall be on the same side of the street as the FDC. A vehicle access roadway/approach shall not be placed between the FDC and fire hydrant. A private hydrant may be used to support the FDC provided that an aboveground check valve is installed in a manner that prevents water from the FDC circulating back to the fire hydrant.
301. Prior to the issuance of any building permit, the applicant shall submit fire sprinkler system plans per NFPA13 for review and approval by the City of Murrieta Fire & Rescue.
302. Prior to lumber drop and construction, the general contractor shall install and post a temporary address sign which is clearly visible from the street.
303. Prior to certificate of occupancy, a permanent building address shall be provided and either internally or externally lit during hours of darkness (Mt Palomar lighting requirements apply). The address shall be clearly visible from the street fronting the property. The numbers shall be a minimum of 12" in height with a minimum stroke of 1". The background and numbers shall be highly contrasting.
304. Prior to building final, the building shall be provided with a Knox Lock key box located no more than 6-feet above the finished surfaced and near the main entrance door.
305. For all buildings greater than 10,000 square feet, prior to the issuance of a Certificate of Occupancy each building shall be provided with an emergency radio communication enhancement system that complies with CFC § 510 and MMC § 15.24.200. Plans for the emergency radio communication enhancement system shall be submitted to Murrieta Fire & Rescue for review and approval prior to installation. The system shall be installed and inspected by the Murrieta Fire & Rescue before the Certificate of Occupancy is issued. The requirement can be waived by the Fire Marshal if the building is evaluated by an Emergency Radio Communication Specialist licensed by the FCC, who certifies the building meets the emergency communications capability as specified by the CFC § 510 and MMC § 15.24.200. The certification shall be in the form of a written report which outlines the analysis used in determining the building meets the emergency communications without an enhancement system.

- 306. Murrieta Fire & Rescue approval shall be obtained prior to the storage and/or use of hazardous materials as defined by the CFC.
- 307. Murrieta Fire & Rescue approval shall be obtained prior to any high pile storage (HPS) as defined by the CFC.
- 308. A lighted directory map, meeting current fire department standards, shall be installed at the driveway entrance.

COMMUNITY SERVICE DEPARTMENT

- 309. Prior to approval of street improvement plans, the permittee shall prepare landscape plans for any Murrieta Community Service Department (MCSD) maintained areas.
- 310. Street improvements trigger the developer to install and modify the existing raised landscape medians along Murrieta Hot Springs Road. All landscaping within the raised median shall 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>. Median landscape plans shall be included with the street improvement plans and reviewed by Public Works /MCSD. Please contact the Parks and Recreation Department at 951-461-6124 to set up an appointment for landscape plan review.
- 311. The applicant shall have in place an Association and/or Property Management to maintain all common areas, irrigation and landscape along the roadways as shown on plan. There appears that no areas will be maintained by the City of Murrieta, Community Services District.
- 312. The applicant shall contact the Murrieta Community Services Department (MCSD) prior to any construction in the existing landscape public right of way area maintained by the MCSD.

POLICE DEPARTMENT

General Conditions

- 313. Prior to building permit issuance, the Permittee/Owner shall coordinate with the Police Department to implement Mitigation Measure 9-1.
- 314. Roof Address Numbering: The number of each independently addressed building on the property shall be marked with a reflective material (vinyl or paint), or in a color that contrasts the color of the roofing material. The lettering must be at least 24 inches in height so that the address can be viewed from the sky and is on the flat portion of the roof of the building and does not negatively impact the aesthetics of the project. The

lettering must be positioned so that the address faces the direction of the corresponding street for which the address is assigned.

315. A "No Smoking" sign shall be placed outside the main entrances of any business in compliance with 5.23.060(a) MMC and referencing this section to prevent smoking within 15 feet of entrances. The signs must be at a minimum, 12" high by 9" wide and clearly state "No Smoking within 15 feet of doorway" with the universal no smoking logo on the sign and section 5.23.040(a) MMC referenced on the sign.

WATER DISTRICT

316. The Permittee/Owner shall meet all requirements established by the Eastern Municipal Water District. Prior to issuance of building permits, the permittee shall meet with the Eastern Municipal Water District to develop a plan of service, which shall detail water, wastewater and recycled water requirements to serve the project.

SCHOOL DISTRICT

317. Prior to the issuance of building permits, the Permittee/Owner shall pay the school district the required mitigation fee in effect at the time of request.

END CONDITIONS

**CONDITIONS OF APPROVAL
FOR
TENTATIVE TRACT MAP NO. 38622 (TTM-2022-2706) (EP&L # MAP-2023-00013)
(ASSOC W/DP-2022-2705 (EPL # DP-2023-00017)
AUGUST 20, 2024**

GENERAL:

Tentative Tract Map 38622 represents the subdivision of a 64.28-gross acres parcel into twenty-three (23) parcels totaling 63.56 acres and five (5) lettered parcels totaling 0.72 acres within Specific Plan 276 (The Triangle), (APNs: 910-390-001 through 910-390-003, 910-400-001 through -018, 910-390-008 through -022) in conjunction with Development Plan 2022-2705 ("Project"). This permit runs with the land and shall be binding upon Permittee/Owner of the subject property ("Property Owner") and all subsequent successors in interest to the Permittee/Owner as to such land.

1. The Subdivider/Owner shall defend (with attorneys approved by the City), indemnify and hold harmless the City of Murrieta, its agents, officers, and employees from any claims, damages, 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 of Tentative Tract Map 2022-2706. The City will promptly notify the Permittee/Owner of any such claim, action, or proceeding against the City and will cooperate fully in the defense.
2. Any fees due the City of Murrieta for processing this project shall be paid to the City within thirty (30) calendar days of final action by the approval authority ("Effective Date"). Failure to pay such outstanding fees within the time specified shall invalidate any approval or conditional approval granted. No permits, site work, or other actions authorized by this action shall be processed by the City, nor permitted, authorized or commenced until all outstanding fees are paid to the City.
3. The land division hereby permitted is to subdivide an existing 64.28-gross acre project area consisting of multiple existing parcels into twenty-three (23) parcels. Any proposed change substantially different than the approved tentative map shall require an amendment to this approval in accordance with the Triangle Specific Plan 276.
4. The project shall be in substantial conformance with all adopted environmental mitigation measures, any written project proposal information and any verbal agreements or representations made by applicant to the decision making body as part of its consideration of the project that are incorporated into the final written conditions of approval. Any proposed change substantially different than the approved project shall require an amendment to this approval in accordance with the Development Code.
5. Pursuant to Section 711.4 of the State of California Fish and Game Code, the permittee is required to pay a \$50.00 handling fee and a certification fee for the filing of a Notice of Determination related to the Triangle (Murrieta Springs Mall) Subsequent EIR. Said fees shall be paid to the Clerk/Recorder of the County of Riverside at the time the Notice of Determination is filed pursuant to Section 21152 of the Public Resources Code. If this fee is not paid, the approval of this project shall not be operative, vested, or final. To comply with State-mandated timelines for filing a Notice of Determination, the applicant

shall file the NOD electronically to the Riverside County Clerk/Recorder's Office. Failure to remit the required fee in full within the time specified above will result in a delay of the start of the 180-day statute of limitations (SOL) on Court challenges to the approval under CEQA, whereas recordation of the NOD within five (5) days of project approval limits the SOL to 35 days. In order to comply with State mandated timelines for filing of a Notice of Determination, the above fee must be paid within **five (5)** days after the date of final approval.

6. Tentative Tract Map 38622 shall record within three (3) years from the date of the approval or it shall become null and void unless an extension of time is granted pursuant to City requirements.
7. Prior to the expiration of this approval, the Permittee/Owner may request an extension of time in accordance with The Triangle Specific Plan 276 Section 4.2.2.
8. The development of the premises shall comply with the standards of The Triangle Specific Plan, City's Development Code, and all other applicable State and Federal Codes.
9. Subsequent modifications of this map approval shall be pursuant to The Triangle Specific Plan Section 4.2.2. and Development Code Section 18.86-Subdivisions.
10. The Subdivider/Owner shall pay all applicable impact and/or mitigation fees or provide proof that all required fees have been paid in accordance with City policies and ordinances in effect at the time of permit issuance.
11. In the event the use(s) hereby permitted under this permit is: (a) found to be in violation of the terms and conditions of this permit; (b) found to have been obtained by fraud or perjured testimony; or (c) found to be detrimental to the public health, safety or general welfare, or a public nuisance; this permit shall be subject to the revocation procedures in Section 16.82 of the Development Code.
12. This land division shall comply with the State of California Subdivision Map Act and with all requirements of the City's Development Code, and all other applicable State and Federal codes.
13. The Permittee/Owner shall obtain approval of all necessary plans for the construction of the new structure proposed by the project on the subject property in accordance with the Murrieta Development Code. Such plans include, but are not limited to, site plans, floor plans, building elevations, grading plans and landscaping plans.
14. The City is located within the Mt. Palomar Special Lighting Area, as defined in Section 16.18.110 of the Development Code, low pressure sodium vapor lighting or overhead high-pressure sodium vapor lighting with shields or cut off luminaries, or other complying lighting shall be utilized.
15. The Permittee/Owner shall comply with and implement all applicable Mitigation Measures (MM) and Project Design Features (PDF) contained in the Mitigation

Monitoring & Reporting Program (MMRP), as identified in the Subsequent Environmental Impact Report (SEIR).

For each permit request, the applicant shall submit a Mitigation Monitoring & Reporting Program (MMRP) Compliance Plan indicating the items that are being implemented or satisfied, accompanied by the proof of how the mitigation measure is satisfied. The format shall be in the form of a binder containing the following: (1) cover sheet indicating the permit request phase, (2) table of contents, (3) copy of the MMRP filled out indicating items addressed, (4) supporting information demonstrating compliance

16. Applicant acknowledges that the City's approval of this application is based on the Applicant's conceptual plans for various improvements, including but not limited to all off-site improvements, emergency access, building elevations, floor plans, landscaping and irrigation, site grading and drainage, ADA accessibility, sight lighting, and on-site parking and circulation. Prior to issuance of any permits, the Applicant shall submit final design plans to the City for review and approval. The plans shall meet or exceed the requirements of the City's adopted codes and other policies and programs in order to receive the required permits and any subsequent approvals.
17. The Subdivider, or any successor-in-interest to the land divider, shall be responsible for maintenance and upkeep of the proposed parcel and any slopes, landscaped areas and irrigation systems on the subject property.
18. Walls or retaining walls proposed on-site shall be decorative and be comprised of a split face or other decorative block material or approved geofabric interlocking landscape walls. All proposed walls shall comply with The Triangle Specific Plan and Development Code (Section 16.22) with regards to setbacks and height limitations.
19. The project shall comply with the provisions pertaining to construction activity as stated in Section 16.30.130 of the City of Murrieta Municipal Code:
 - a. The operation of tools or equipment used in construction, drilling, repair, alteration, or demolition work is prohibited between Monday through Saturday, from 7 P.M. and 7 A.M., or at any time on Sundays or holidays.
 - b. Construction activities must be conducted in a manner that the maximum noise levels at the affected structures would not exceed those listed in section 16.30.130.
 - c. All mobile or stationary internal combustion engine powered equipment or machinery shall be equipped with suitable exhaust and air-intake silencers in proper working order.

Prior to Grading Permit Issuance

20. Grading plans must be reviewed by the Planning Division for compliance with the approved site plan.
21. Prior to the issuance of grading permits, the project Subdivider shall comply with the provisions of any existing City ordinance that has been established as a mitigation

measure for the Stephens' Kangaroo Rat. These ordinances may include fee schedules, mechanisms for protecting habitat, or a combination thereof.

22. If the project is to be phased, a phasing plan shall be submitted and approved prior to grading permit issuance.
23. A minimum of 30-days prior to the placement of a construction trailer, a Temporary Use Permit application shall be submitted for review and approval.
24. Prior to issuance of a street improvement plan, plans shall show the location of a bus turnout on Murrieta Hot Springs Road (MMRP PDF 2-3/ PDF 10-7) The bus turnout and shelters located on Murrieta Hot Springs Road shall include a roof canopy, seating, and shade trees nearby to provide shelter for riders.
25. Prior to any ground disturbance or issuance of any grading plan, the Permittee shall submit a report prepared by a qualified biologist to the City documenting absence of Crotch's bumble bee from the project site.

Prior to Final Map Recordation

26. After approval of the Tentative Map and prior to the expiration of the map, the Subdivider shall cause the real property included within the Tentative Map, or any part thereof, to be surveyed and a Final Map (application) be submitted to the Engineering Department for review and approval.
27. The Final Map shall include easements and documentation for emergency access, legal access to each parcel, reciprocal access, and parking, including provisions for shared parking (if applicable).
28. The land divider shall prepare an Environmental Constraints Sheet (ECS) in accordance with Section 16.98.060.R of the City's Development Code, which shall be filed simultaneously with the plan check review of the final map. A note shall be placed below the surveyor's notes on the final map stating the following:

"ENVIRONMENTAL CONSTRAINTS NOTE: Environmental Constraints Sheet Affecting this map is on file in the E.C.S. Book____, Page____. This note affects Lots Nos.____ or Parcel No.____."
29. The ECS shall be labeled "ENVIRONMENTAL CONSTRAINTS SHEET" in the top margin. Applicable items shall be shown under a heading labeled "Environmental Constraints Notes" and shall contain the following statement:

"The environmental constraint information shown on this sheet is for informational purposes describing conditions as of the date of filing and is not intended to affect record title interest. This information is derived from public records or reports and does not imply the correctness or sufficiency of those records or reports by the preparer of this map sheet."
30. The following notes shall be placed on the Environmental Constraints Sheet:

- a. "This property is subject to lighting restrictions as required by Murrieta Municipal Code (MMC) Title 16.18.110 (Mount Palomar Lighting), which are intended to reduce the effects of night lighting on the Mount Palomar Observatory. All proposed outdoor lighting systems shall be in conformance with MMC 16.18.110."
 - b. The natural watercourse that traverses Parcels 19, 20, 21, 22, and 23 shall be delineated and labeled on the environmental constraint sheet to accompany the final map. Notes shall be placed on the environmental constraint sheet stating that unless otherwise permitted pursuant to separate approvals by the appropriate state and federal regulatory agencies:
 - i. "The water courses must be kept free of all buildings and obstructions." and
 - ii. "No disturbances may occur within the boundaries of the of the constraint areas."
 - iii.
 - c. "A cultural resources assessment was prepared for this property on July 16, 2008, by Brian Glenn of BonTerra Consulting" and is on file at the City of Murrieta Planning Division. The property is subject to surface alteration restrictions based on the results of the report."
31. The permittee/owner shall submit the following documents to the City for review and approval by the City Attorney. The intent is to establish a Declaration to insure maintenance of the landscaping, parking spaces (lot), detention basin(s) (drainage), common area(s) and reciprocal access and shared parking requirements.
- a. A cover letter identifying the project for which approval is sought;
 - b. A signed and notarized declaration of covenants, conditions, and restrictions ("Declaration"); and
 - c. A sample document conveying title to the purchaser of an individual lot or unit which provides that the lot is subject to the Declaration.
 - d. The Declaration submitted for review shall (a) provide for a minimum term of 60 years, (b) provide reciprocal easements for ingress, egress, and parking, including shared parking (c) provide the Declarant to maintain the common areas and improvements, and (d) contain the following provisions verbatim:
 - i. "Notwithstanding any provision in this Declaration to the contrary, the following provision shall apply:
 - ii. The Declarant shall manage and continuously maintain the 'landscape area, parking spaces (lot), detention basin(s) (drainage), and common area(s) set forth in the.
 - iii. The Declarant shall have the right to assess the owners of each individual parcel for the reasonable cost of maintaining the Common Areas and Common Area Improvements and shall have the right to lien the property of any such owner who defaults in the payment of a maintenance

assessment. An assessment lien, once created, shall be prior to all other liens recorded subsequent to the notice of assessment or other document creating the assessment lien.

- iv. The provisions of the Declaration set forth above shall not be terminated, substantially amended, or property deannexed therefrom absent the prior written consent of the Development Services Director of the City of Murrieta or the City's successor-in-interest.
- v. A proposed amendment shall be considered substantial if it affects the extent, usage or maintenance of the 'landscape area, parking spaces (lot), detention basin(s) (drainage) and common area(s)' legal access, emergency access, or reciprocal easement established pursuant to the Declaration."

In the event of any conflict between this Declaration and the Articles of Incorporation, the Bylaws or the property owners association Rules and Regulations, if any, this declaration shall control.

Once approved by the City Attorney, the Declaration shall be recorded prior to final map recordation. A copy of the Declaration shall be provided to the City and retained for the project file at City Hall.

Prior to Building Permit Issuance

- 32. Tentative Tract Map 38622 shall be recorded. For any proposed buildings crossing over property lines, a lot line adjustment or parcel map shall be recorded.
- 33. Project shall demonstrate the tentative map/final map is consistent with Development Plan 2022-2705 or any subsequent approved Development Plan or revision thereof.

General Plan Mitigation Measures

- 34. (AES-2) During Pre-Construction and Construction-Construction documents shall include language requiring that construction vehicles be kept clean and free of mud and dust prior to leaving the development site. Streets surrounding the development site shall be swept daily and maintained free of dirt and debris.
- 35. (AES-3) During Pre-Construction and Construction-Construction worker parking may be located off-site with prior approval by the City. On-street parking of construction worker vehicles on residential streets shall be prohibited.
- 36. (CR-2) During Excavation and Grading Activities-In the event that cultural resources (archaeological, historical, paleontological) resources are inadvertently unearthed during excavation and grading activities of any future development project, the contractor shall cease all earth-disturbing activities within a 100-foot radius of the area of discovery. If not already retained due to conditions present pursuant to Mitigation Measure CR-1, the project proponent shall retain a qualified professional (i.e., archaeologist, Native American Tribal monitor), subject to approval by the City of Murrieta to evaluate the

significance of the find and appropriate course of action (refer to Mitigation Measures CR-1 and CR-3). If avoidance of the resources is not feasible, requirements pursuant to Section 15064.5 of the CEQA Guidelines shall be followed. After the find(s) has been appropriately avoided or mitigated, work in the area may resume.

37. (CR-3) During Excavation and Grading Activities-In the event that human remains are unearthed during excavation and grading activities of any future development project, all activity shall cease immediately. Pursuant to State Health and Safety Code Section 7050.5, no further disturbance shall occur until the County coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner shall within 24 hours notify the Native American Heritage Commission (NAHC). The NAHC shall then contact the most likely descendant of the deceased Native American, who shall serve as consultant on how to proceed with the remains.
38. (WW-2) Prior to issuance of a building permit for any future development project, the Project Applicant shall prepare an engineering study to support the adequacy of the sewer systems and submit the engineering study to the City for review and approval. Any improvements recommended in the engineering study shall be installed prior to the certificate of occupancy for the development project.
39. (WW-3) Prior to issuance of a building permit for any future development project, the Project Applicant shall provide evidence that the RCWD, EVMWD, WMWD, or EMWD has sufficient wastewater transmission and treatment plant capacity to accept sewage flows from buildings for which building permits are being requested.
40. (WW-1) Prior to issuance of a wastewater permit for any future development project, the Project Applicant shall pay applicable connection and/or user fees to RCWD, EVMWD, WMWD, or EMWD.
41. (FP-2) Prior to Initiation of Construction Activities-Brush clearance shall be conducted prior to initiation of construction activities in accordance with Murrieta Fire Department requirements.
42. (FP-3) During Construction-Adequate access to all buildings on the project site shall be provided for emergency vehicles during the building construction process.
43. (FP-4) During Construction-Adequate water availability shall be provided to service construction activities.

LANDSCAPING

Prior to the issuance of building permits

44. Project shall comply with the Triangle Specific Plan 276 including all relevant exhibits, landscape requirements, and other requirements, as applicable.
45. It is the responsibility of the applicant and owner's design team to be aware of and comply with the requirements of Title 16.42 Tree Preservation. This chapter provides

regulations for the protection, preservation, and maintenance of significant tree resources and establishes minimum mitigation measures for trees removed as a result of new development.

46. 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. A combination of erosion control groundcover, shrubs, and trees shall be provided.

DEPARTMENT OF PUBLIC WORKS

47. Since the project consists of multiple discretionary reviews and conditions of approval, (DP 2022-2705, TTM 2022-2706), all conditions of approval shall be referenced as "the conditions of approval" and shall be incorporated as a single project.
48. Any alteration to the final conditions of approval by the Permittee/Owner shall be reviewed by staff to determine whether approval of alteration shall be subject to M.M.C. Section 16.80.070, Changes to an Approved Project.
49. All items required to be submitted shall be, at a minimum, in electronic format (e.g., PDF, Word). Hard copies may also be required.
50. All conditions as approved shall be completed by the Permittee/Owner at no cost to the City, unless specified otherwise.
51. All designs shall conform, at a minimum, to the City of Murrieta Municipal Code, Development Code, Standard Drawings, Circulation Element, California Highway Design Manual, and Manual on Uniform Traffic Control Devices (MUTCD).
52. Prior to any permit issuance, all relevant plans and their associated bonds, reports, and supporting documents shall be prepared in accordance with the Murrieta Municipal Code, reviewed, all applicable fees paid, and approved by the City Engineer.
53. Future extensions are subject to any, and all, local, state, and federal current regulations not previously identified in the original conditions of approval. Revisions/Updates to the original project's exhibits, plans, reports, etc., at the time of any extension request, shall be at the discretion of the City Engineer. Regardless of revisions/updates to future extensions, revised/updated exhibits, plans, reports, etc., shall be submitted for review and approval for discretionary review and approval prior to submittal of construction documents (e.g., exhibits, plans, reports, etc.). The approved discretionary documents, and all applicable conditions of approval, shall then be submitted along with the construction documents for any permit issuance.
54. As part of the initial submittal of plans, reports, etc., for any grading permit or any other grant of approval, the Permittee/Owner shall submit the approved discretionary plans and reports (e.g., Tentative Map, Preliminary Grading Plan, Preliminary Water Quality Management Plan, Preliminary Hydrology Study, etc.) that were approved as part of the Discretionary Review Process, in addition to all applicable onsite and offsite plans, reports, reference documents, and/or document(s) deemed relevant for the issuance of

a permit. All discretionary documents shall serve as a reference for final document preparation and approval and are subject to revision to ensure compliance with all local, state, and federal requirements, as applicable.

55. The conditions herein, when addressing grading plans, implies precise grading plans for the front half of the project and mass grading plans for the back half of the project. Any other type of grading plan will be explicitly named when applicable. Moreover, grading plans not specifically identified herein are not approved as part of these conditions of approval.
56. Grading plans' 1st submittal, for the front half with building pad location and elevation information, shall be submitted prior to, or concurrently with, building plans' 1st submittal. However, building plans' 1st submittal shall NOT be submitted prior to grading plans' 1st submittal. Moreover, building plans' 2nd submittal shall incorporate all applicable 1st review grading plans' comments. Subsequent building plan submittals shall also coincide with grading plans' latest and applicable revisions.
57. Prior to the issuance of any occupancy permit, including temporary certificate(s) of occupancy, all public improvement conditions set forth in these Conditions of Approval shall be completed and accepted/as-built.
58. In addition to any applicable permit issuance, an Encroachment Permit shall also be obtained from the Engineering Department prior to commencement of any construction within City right-of-way or public jurisdiction easements.
59. If applicable, an Encroachment Permit, or any other applicable type of permit or allowance, shall be obtained from CalTrans, Riverside County Flood Control and Water Conservation District, etc. prior to commencement of any construction within their right-of-way. Proof of permit issuance, or verification of acknowledgement with no permit issuance requirement, shall be submitted prior to city-issued permit issuance affecting said easement(s). Additionally, said approvals/acknowledgements shall be identified on the subject grading and/or improvement plans, as applicable.
60. The Permittee/Owner shall submit a current hyperlinked Preliminary Title Report (PTR) with active connectivity to all referenced recorded documents identified within the Preliminary Title Report.
 - a. In addition to the hyperlinked PTR, all referenced recorded documents shall also be submitted, in PDF format.
61. It is understood that the Final Map will correctly show all existing and proposed easements, travel ways, grading, drainage courses, etc., and that any omission may require the resubmittal of documents and/or plans associated with this application for additional consideration.
62. All Engineering Plans (e.g., Improvement Plans, Grading Plans) shall be coordinated for consistency with adjacent projects and existing improvements contiguous to the site and shall be submitted on standard 24" x 36" City-formatted bond sheets. The Permittee/Owner shall review all plan check comments, make certain their consultants

address all comments in each subsequent submittal, and return all plan check comments with each subsequent submittal. Failure to do so may result in additional plan check fees due to additional review time.

63. The Permittee/Owner shall comply with all current and applicable requirements set forth in the City of Murrieta's Municipal Code, Development Code, Standard Drawings, Ordinances, Policies, and Resolutions, along with all applicable State (e.g., State Water Resources Control Board) and Federal regulations, whether or not such provisions or requirements have been specifically set forth in these conditions, all of which are now incorporated herein by reference, and fully set forth at this point.
64. Prior to approval of any plans, reports, or legal documents and/or permit issuance, the Permittee/Owner shall pay, at a minimum, all outstanding plan check and processing fees.
65. Security bonds, for a portion of the construction costs as outlined in the final cost estimate(s), shall be in the form of a cash deposit, as approved by the City Engineer.

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

Acquiring Offsite Property/Easement

66. 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. Agreements and/or easements shall designate maintenance responsibilities conforming to those associated/identified on the approved Tentative Map. The agreements and/or easements shall also address uninterrupted access and utility services to affected existing properties during construction, and show the recording information (instrument number and date) on the appropriate plan(s).
67. Upon property/easement acquisition, the Permittee/Owner shall complete the improvements as approved by the City Engineer.
68. Property/Easement acquisition necessary for public improvements shall be obtained, signed, notarized, and recorded, and copy submitted to the City, prior to approval of the improvement plans (bonding approved) and final map. Recordation of said property/easement acquisition may occur:
 - a. prior to improvement plan approval with a deferred map if applicable,
 - b. but not with a final map approval with a deferred improvement plan.
69. The Permittee/Owner shall obtain the required area from APN 910-031-020 and 910-031-011, to accommodate public improvements for the purpose of the traffic signal modifications and intersection improvements at Murrieta Hot Springs Rd and Monroe Ave. City-owned.

- a. The Permittee/Owner shall complete the property acquisition process with the City in a timely manner to ensure the proposed design meets all requirements.
- b. Upon completion of the property acquisition, the Permittee/Owner shall complete the improvements as approved by the City Engineer.
- c. If the Permittee/Owner does not acquire the City-owned parcel, the Permittee/Owner shall provide a redesign of the project ensuring connectivity between Murrieta Hot Springs Rd and Monroe Ave.

Grants of Easements

70. Dedications, grants of easements, and/or right-of-way dedications, shall occur via this project's Final Map or per separate instrument(s), as approved by the City Engineer.
71. All offers of dedication and conveyances shall be submitted for review and recorded as directed by the Engineering Department. The Permittee/Owner shall incur all costs associated with the formation of a suitable maintenance district for all associated easements.
72. All easements and/or right-of-way dedications 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 Department.
73. Easements, when required for roadways, slopes, landscaping, drainage, utilities, etc., both onsite and offsite, shall be shown on a final map, or per separate document(s) as approved by the City Engineer. All grants of easements shall be approved prior to issuance of a grading permit.

Vacation or Abandonment of Easements

74. Vacations and/or abandonment of easements, shall occur via this project's Final Map or per separate instrument(s), as approved by the City Engineer.
75. Proposed vacations or abandonments of existing public right-of-way or easements shall be completed prior to plan approval, or as approved otherwise by the City Engineer.
76. Any proposed vacation(s) and/or abandonment(s) of existing right of way or public easements shall be shown on a final map, or per separate instrument(s) as approved by the City Engineer.
77. All vacations and/or abandonments, shall be submitted for review and approval by the Engineering Department and/or City Council, prior to being signed, notarized, and recorded. A copy of the notarized and recorded copy shall be provided to the City.
78. Subject to the discretion of, and final approval by, the City Council, the City shall

vacate/abandon a portion of the following street's right-of-way.

- a. Sparkman Court, aka Monroe Ave
- b. If the vacation/abandonment is unsuccessful, Permittee/Owner shall submit revised plans for substantial conformance review as required by the City of Murrieta Development Code.

Street Improvement Plans

79. The Street Improvement Plan shall include the following "Improvement Note" to identify 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.
80. The Permittee/Owner shall provide the following items, but may be required to provide additional items to substantiate the proposed design:
 - a. A Street Improvement Plan prepared by a registered Civil Engineer, or licensed specialist, in accordance with City standards, California Highway Design Manual, and/or MUTCD requirements, with all improvements subject to the approval by the City Engineer.
 - i. The Street Improvement Plan may include within it, but may not be limited to, the following:
 1. Standard section(s), plan(s), profile(s), station values, elevations, dimensions.
 2. Signing and Striping plan, included with the street improvement plans for the project.
 3. Traffic Signal Plan included with the street improvement plans for the project.
 4. Wet Utility Plans (e.g., storm drain, water, sewer) included with the street improvement plans for the project.
 - b. A Cost Estimate, prepared, signed, and stamped, by the registered civil engineer preparing the plans. The cost estimate shall include all costs, but not limited to, plan preparation, plan check fees, permit fees, bonding, staking, construction costs, stormwater best management practices, erosion control, soils engineering, construction management, etc.
81. The Permittee/Owner shall design, for the guarantee of construction, the following public improvements to the current City of Murrieta Circulation Element and corresponding City standards. Improvements may include, but are not limited to: paving, curb and gutter; sidewalk; street lights; drainage facilities; water quality best management practices;

signing and striping; utilities, including but not limited to, water and sewer; landscaping; with all improvements subject to the approval by the City Engineer.

- a. Design Murrieta Hot Springs Rd frontage to be improved to a half width of seventy-five feet (75') centerline to right-of-way, per Augmented Urban Arterial City Standard Drawing #102A. The following shall be provided, but may not be limited to:
 - i. An additional width, greater than the seventy-five feet (75') centerline to right-of-way, shall be provided to accommodate the right-turn/decel lane, per Traffic Engineering requirements, to the satisfaction of the City Engineer.
 - ii. The required improvements shall include, and clearly show, connectivity to existing improvements at, and adjacent to, the project's westerly and easterly property line(s), as well as Monroe Ave.
 - iii. The required improvements shall include connectivity to improvements existing opposite legal centerline.
 - iv. Provide a design identifying improvements, including but not limited to: a bike lane; eastbound travel/turn/decel lanes; westbound travel/turn lanes; existing/proposed raised/painted medians; existing eastbound parkway improvements; all as directed by the Traffic Engineer, and subject to approval by the City Engineer.
 - v. The project's frontage shall identify the requested parkway to accommodate the enhanced parkway landscape, between the curb & gutter and the right-of-way line.
 - vi. The project shall provide a design to tie into existing medians and provide full width raised landscaped medians along the project's frontage from the most westerly property line to the most easterly property line, except for the areas for turning lanes at the following intersections:
 1. Murrieta Hot Springs Rd & Monroe Ave
 2. Murrieta Hot Springs Rd & Hancock Avenue
 - vii. As applicable, callout right-of-way dedication/vacation along the frontage to provide the requested right-of-way for the required improvements.
 - viii. Restripe Murrieta Hot Springs Rd full width as directed by the Traffic Engineer and as approved by the City Engineer.
 1. Transition striping from the proposed frontage may be required to commence at the project boundary and extend offsite to the satisfaction of the City Engineer.
82. All street improvements shall be designed to provide adequate right-of-way and transitions to existing improvements.

83. Proper right-of-way shall be dedicated, beyond that required per City Standard Drawing #102A, along the entire Murrieta Hot Springs frontage, to accommodate the new parkway improvements, along with all access driveways to include the pedestrian improvements/pathways.
84. Improvement plans shall show all existing and proposed drainage and stormwater facilities, including surface and subsurface construction.
85. The Permittee/Owner shall provide a design to construct/reconstruct handicap access ramps within the project's frontage public right-of-way to current ADA requirements (e.g., ramps with truncated domes/warning detection systems). 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.
 - a. Sidewalks and pedestrian ramps fronting, adjacent to, and/or near the project shall be improved/provided to current ADA standards, to the satisfaction of the City Engineer.
 - b. Pedestrian sidewalks and ramps, fronting, adjacent to, and near the project, shall be improved/provided, to ensure continuous connectivity to the nearest RTA bus stop and to current ADA standards, to the satisfaction of the City Engineer.
86. If applicable, the Permittee/Owner shall provide a design to construct/reconstruct handicap access ramps within the public right-of-way, and adjacent to the project, to current ADA requirements (e.g., ramps with truncated domes/warning detection systems). 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 to ensure public safety, to the satisfaction of the City Engineer.
87. The Permittee/Owner shall provide a design for bus turnouts with shelter at all existing and proposed bus stops as determined by the Engineering Department and the Riverside Transit Agency. The bus turnout may not be required if located within a right-turn lane for access onto the site, as approved by the City Engineer.
 - A. Existing bus stops within proposed right-turn lanes shall be relocated to the satisfaction of the City Engineer.
 - B. Details for the bus stop, shelter, and appurtenances shall be provided on the plans.
88. City-maintained drainage facilities located outside of city right-of-way shall be accompanied with proper public drainage easements and monumentation for review and approval by the City and recorded on a city-approved format.
89. All storm drain easement widths shall adhere to Riverside County's storm drain easement width chart and have a maximum cross slope of 5%.

90. The parkway cross slope in the public right-of-way shall not exceed two percent, unless otherwise approved by the City Engineer.
91. Driveways and Site Access shall conform to Development Code 16.34.080.
92. Corner Site Distance and Stopping Sight Distance for the installation of pedestrian and traffic control facilities shall be provided at all street intersections and entrances in accordance with City Standards, as directed by the Traffic Engineer, to the satisfaction of the City Engineer. The line of sight shall be shown on all grading, street improvement, and landscape plans in accordance with Std. 214. Signs are not allowed within the Limited Use Area.
93. The Murrieta Hot Springs Rd and Monroe Ave pre-development drive lanes, paint, striping, and signage shall be reviewed and revised as needed by the City's Traffic Engineer, to the satisfaction of the City Engineer.
94. The exact alignment, width, and design of all turning lanes, travel lanes, driveways, striping, and all other traffic control devices and measures, including turnouts, bike lanes, and width transitions, shall be approved by the City Engineer.
95. A light emitting diode for the public and private street lighting system shall be shown on the street improvement plans and shall be installed at locations specified by the City Engineer at no cost to the public. All installations shall be compliant with the City's Street Lighting Standards, 619, 620, and 620C.
96. If the project is to be phased, the Permittee/Owner shall submit detailed plans describing activities for the entire phase(s). A Phasing Plan shall be reviewed and approved by the City Engineer and Planning Division Director. The plans shall address, in detail, the following, but not limited to, items:
 - a. The Permittee/Owner shall implement the requirements of the current General Construction Permit at all times to prevent discharge from the site for all phases of construction (e.g., demolition, grading, vertical construction, landscape/hardscape). Sediment and erosion controls shall be appropriately applied for the risk level assigned to the project.
 - b. Submit a landscape plan to the Planning Division that addresses both short term and long-term slope stability and dust control including all temporary and permanent buildable pads. This plan shall also include all required BMP's and storm water design features.
 - c. Should the Permittee/Owner decide to develop phases out of numerical sequence with the approved phasing as shown on the plan, all conditions required of the proceeding phases shall be completed unless otherwise approved by the City Engineer and the Director of Planning. Other conditions may be imposed by the City Engineer and Planning Division Director to allow phased construction.
 - d. The Water Quality Improvement Plans (WQIP), approved as part of the grading plans, shall address the Best Management Practices (BMP's) to be utilized for

each phase of development. The WQIP shall include an overview of project phasing that shows each project phase, prior to activation of the area for use in accordance with Order R9-2013-0001, that 100% of the impervious area for that phase will be treated and retained to meet water quality and hydro-modification requirements.

97. 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, and 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.
98. If reconstructing an existing street or existing intersection, the Permittee/Owner shall provide a design with callouts for street centerline monuments to be set per City Std. 617a, 617b, and 617c, and elevations provided, unless specified otherwise by the City Engineer, or assignees.
 - A. Set street centerline monumentation for the following street(s) and/or following intersection(s):
 - i) Murrieta Hot Springs Rd & Monroe Ave
99. Centerline tie notes may be provided, when applicable as noted on City Std. 616, on 8.5 x 11 mylar sheets (identify locations if possible). Prior to installation, each location where tie notes may apply shall be reviewed and approved by the City Engineer, or assignees, to determine monument type to be used.

Traffic

100. Permittee/Owner shall provide a Street Improvement Plan prepared by a registered Civil Engineer in accordance with City standards, California Highway Design Manual standards, and MUTCD requirements, with all improvements subject to the approval of the City Engineer.
101. 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.
102. Traffic signal improvements shall be designed to coincide with the street improvement plans. Right-of-way acquisition necessary for street and traffic signal improvements shall be the responsibility of the Permittee/Owner. Traffic signals are not eligible for DIF credit.
103. Permittee/Owner shall design Traffic Signal Modifications to the existing signals on Murrieta Hot Springs Rd frontage. Designs shall be prepared by a registered Civil Engineer in accordance with City Standards with all improvements subject to the approval of the City Engineer.

104. Prior to issuance of Certificate of Occupancy permits for Phase 1 uses, design, furnish, and construct the following (MMRP PDF 10-1):

Driveway 1 (Monroe Avenue) at Murrieta Hot Springs Road

Northbound approach: 2 left-turn lanes, 2 through lanes with shared right-turn lane
Southbound approach: 2 left-turn lanes, 2 through lanes with shared right-turn lane
Eastbound approach: 2 left-turn lanes, 4 through lanes, 1 right-turn lane
Westbound approach: 2 left-turn lanes, 4 through lanes with shared right-turn lane
Install traffic signal

Driveway 2 at Murrieta Hot Springs Road

Northbound approach: 1 right-turn lane
Eastbound approach: 4 through lanes, 1 right-turn lane (200 feet minimum storage)
Westbound approach: 4 through lanes with shared right-turn lane

Driveway 3 (Hancock Avenue) at Murrieta Hot Springs Road

Northbound approach: 2 left-turn lanes, 2 through lanes with shared right-turn lane, 1 right-turn lane
Southbound approach: 2 left-turn lanes, 2 through lanes with shared right-turn lane
Eastbound approach: 2 left-turn lanes, 4 through lanes, 1 right-turn lane
Westbound approach: 2 left-turn lanes, 4 through lanes with shared right-turn lane
Modify traffic signal

105. Project shall comply with and provide documentation demonstrating compliance with Mitigation Monitoring & Reporting Program (MMRP) Mitigation Measures 10-1, 10-2, and 10-4.
106. Prior to issuance of a building permit, the permittee/owner shall provide pay the project's traffic impact fee (Fair Share Impact Fee established as a dollar amount per square foot of gross building area) as follows:

Building Square Foot Threshold	Traffic Fee per square foot
1 - 537,496	\$0.37
537,497 - 1,240,556	\$3.21
1,240,557 – 1,767,914	\$0.80

This fee implements the fair share fee required to mitigate impacts to specified intersections identified part of MM 10-2.

Sewer & Water

107. Verify capacity of proposed sewer and water systems and provide approval from the Health Department or the governing Sewer and Water District that the proposed sewer and water system is compliant with the District's master plan.
108. The Permittee/Owner shall design and guarantee the construction of all sewer and water

improvements necessary to serve this project. Private sewer force mains are not allowed in the public right-of-way unless otherwise approved by the City Engineer.

Utilities

109. The Permittee/Owner shall provide a design to install all existing and proposed utility systems underground. Utility systems include, but may not be limited to, electric lines 32kv and lower, telephone, and cable TV. The utilities shall be designed in accordance with City Codes and utility provider(s).
 - A. 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.
 - B. If there are any electric lines 33kv and higher, those existing lines will not be required to be placed underground.
 - C. Electric lines not required to be underground shall be relocated to accommodate required public roadway/parkway improvements.
110. Above-ground Edison transformers shall be located behind the right-of-way line. If necessary, retaining walls shall also be located behind the right-of-way and limited to maximum five feet in height. Safety railing is required for retaining wall heights above thirty inches.
111. Permittee/Owner shall provide a design identifying location of all wet utilities (e.g., water, sewer, storm drain, recycled, etc.).

Grading

112. The Permittee/Owner shall provide the following items, but may be required to provide additional items to substantiate the proposed design:
 - a. A Grading Plan prepared by a registered Civil Engineer in accordance with currently accepted design standards. The plan shall incorporate Grading Information, Erosion & Sediment Control Measures, Mitigation Measures as applicable, and Site Design & Source Control (Low Impact Development (LID)), as well as Pollutant Control and Hydromodification as applicable.
 - i. The Grading Plan shall include within it the following:
 1. A Water Quality Improvement Plan prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Department.
 2. A Storm Drain Improvement Plan prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Department.
 3. An Erosion Control Plan prepared by a registered Civil Engineer in

accordance with City standards and approved by the Engineering Department.

- b. A Cost Estimate prepared, signed, and stamped, by a registered civil engineer. The cost estimate shall include all costs but not limited to plan preparation, plan check fees, permit fees, bonding, staking, construction costs, erosion control, soils engineering, construction management, etc.
113. The Grading Plan shall be prepared to the satisfaction of the City Engineer and shall also include, but may not be limited to:
- a. Include a topographic map prepared by a 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 two-foot contour lines and/or sufficient spot elevations to clearly represent existing and proposed topographical features, and existing and proposed drainage patterns. Survey shall extend a minimum of 100 feet beyond limits of work. Said map shall also show entire property boundary including any assumed found monuments, and bearings and distances based on record information.
 - 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 as quantified in the Water Quality Management Plan.
 - e. Include mitigation measures and project modifications as recommended in the required Geotechnical Report prepared for the project.
 - f. Depict the location of existing or proposed easements within the property boundary, as well as adjacent easement(s) which may impact, or may be impacted by, the project.
114. All onsite storm drain systems shall be privately owned and maintained. Private storm drain systems may connect to public storm drain facilities by installing cleanouts situated immediately adjacent to, and within, the public right-of-way.
115. Pay to City all County of Riverside Development Impact Fees applicable at time of grading permit issuance or as otherwise approved by ordinance. In the event these fees have been previously paid, the Permittee/Owner shall provide proof of payment. Said fees may include, but are also not limited to, the following:
- A. Riverside County Area Drainage Fee
 - B. Kangaroo Rat Fee
 - C. Multiple Species Habitat Conversation Plan (MSHCP) Fee
116. Obtain written clearance, as deemed necessary by the Engineering Department, from

the following departments/agencies:

- A. Planning Division
- B. Community Services Department
- C. Building Division
- D. Fire Department
- E. Landscape (Planning)
- F. Sewer and Water District(s)

- 117. If applicable, the Permittee/Owner shall obtain and provide the City with written clearance or a non-interference letter from Southern California Edison (SCE) prior to grading plan approval. Permittee/Owner shall submit directly to SCE.
- 118. Loading ramps or truck wells shall be profiled showing the ramp, ramp transitions, and overhead clearances. Drainage collection sump areas shall conform to clean water runoff standards. Loading, unloading, and truck turning movements onsite, along with contiguous adjacent public streets, shall be shown on the grading plan.
- 119. Development Standards for Off-Street Parking shall conform to Development Code 16.34.070.
- 120. If blasting of rock is required, a blasting permit will be required as part of the grading permit process. A blasting permit shall be obtained through the Riverside County Sheriff's Department. Notification shall also be provided to the City of Murrieta Police and Fire Departments prior to blasting.
- 121. If any water wells are found onsite, the intent shall be identified on the grading plan (e.g., if inoperable...to be abandoned; if operable...to be protected in place, etc.). If to be protected in place, easements may apply. Additionally, if to be abandoned, they shall be abandoned in a manner approved by the State Department of Water Resources and Riverside County Health Department. Confirmation of abandonment approval shall be provided to the City.
- 122. If applicable, a qualified biologist shall delineate jurisdiction areas that are not to be disturbed. Identify the installation of some type of barrier fence to delineate the areas of avoidance.
- 123. Construction fencing shall be placed so as not to interfere with sight distance and comply with City Std. No. 214.
- 124. 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.
 - A. All storm drain easement widths shall adhere to Riverside County's storm drain easement width chart and have a maximum cross slope of 5%.
- 125. All existing property 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 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.

Geotechnical

126. A comprehensive geotechnical report shall be prepared by a registered Geotechnical Engineer and submitted to the engineering department 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:
- 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) provide slope stability analysis,
 - vi) identify faults that may affect the proposed project and confirm buildings meet setback requirements, as applicable.
 - vii) evaluate slope stability and potential effect of proposed construction on nearby slopes, public right-of-way and neighboring properties.
 - viii) Address the feasibility of long-term infiltration of stormwater runoff onsite, and if subdrains will be required for any proposed infiltration BMPs.
 - ix) Provide recommendations for any special construction methods as necessary.
- B. All recommended measures identified in the report shall be incorporated into the project design. If located in a Geologic Special Study Zone, the report may, at the discretion of the City Engineer, be subject to a third-party review. If third party review is required, the Permittee/Owner must submit an application and schedule to have any open trenches inspected by a City-approved third-party reviewing consultant.
127. If project is determined to be a "Priority Development Project", 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 on the grading plan identifying the infiltration rates used in the WQMP. If BMP locations differ, laterally and/or vertically, from the WQMP, additional infiltration tests may be required to be conducted and submitted for review and approval by the City.

Water Quality Management Plan (WQMP)

- 128. The Permittee/Owner shall provide a Water Quality Management Plan (Report) prepared by a registered Civil Engineer in accordance with currently accepted design standards.
- 129. 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 WQMP.
- 130. A Final Project-Specific WQMP shall be submitted to the City for approval with the grading plan check application and approved by the Engineering Department prior to issuance of a grading permit. The WQMP shall include, but not be limited to, the following:
 - A. The Permittee/Owner, assigns, or heirs shall allow the City to enter the premises to conduct periodic inspections to ensure that the WQMP is being implemented, maintained, and to review the inspection and maintenance records.
 - B. Prepare a hydromodification analysis utilizing continuous simulation of the geomorphically significant flows starting at 10% of the 2-year runoff and up to the 10-year runoff (85th percentile Design Capture Volume (DCV)). The analysis must have a maximum interval of 1-hour, or 15-minutes, and contain a minimum of 37 years of data.
 - C. The 85th percentile DCV of on-site drainage shall be treated on site in accordance with the current NPDES MS4 Permit and the City's latest Water Quality Management Plan. The drainage shall be treated onsite prior to entering public right-of-way.
 - D. When continuous simulation is prepared, and acceptable, the continuous simulation may be used in-lieu of the 1, 3, 6 and 24-hour duration for the 2, 5, and 10-year frequency storms, if applicable.
 - E. The WQMP shall incorporate, but not be limited to, the following:
 - i) Site design BMP's,
 - ii) Source control BMP's,
 - iii) Pollutant control BMP's,
 - iv) Hydromodification

- v) The WQMP shall identify affected and 303(d) receiving water bodies, applicable water-quality objectives, total maximum daily loads (TMDLS), pollutants of concern for the project type, and estimates for post-construction discharge rates (with all BMPs in place), and demonstrate that the project pollutant loads will be treated in accordance with the most current NPDES MS4 permit and will not cause a violation of the water quality objectives. The structural treatment and hydro-modification controls shall remove project pollutants anticipated to be generated by the project for the benefit of downstream impaired water bodies listed by the SWRCB 303(d) to a medium removal efficiency or better for the pollutants of concern.
 - vi) Long term operation and maintenance requirements, inspection and maintenance checklist;
 - vii) Record a restrictive covenant to ensure operation, maintenance, funding, and transfer of requirements.
 - viii) The post-construction best management practices (BMPs) outlined in the approved Final project-specific WQMP shall be incorporated in the grading plans.
- F. A Water Quality Maintenance Agreement shall be recorded with the County Recorder and proof of the recordation shall be provided to the City. The agreement shall include summaries of water quality/hydromodification facilities and operations & maintenance.
- i) The Maintenance Agreement shall identify public BMPs to be maintained by the development's assigned entity.
 - ii) The agreement shall also identify if the development's assigned entity fails to maintain said BMP(s) the City is authorized to maintain or replace BMP(s) for continued compliance and shall be reimbursed by the assigned entity.
- G. A copy of the Final Project-Specific WQMP shall be kept onsite at all times. The Permittee/Owner shall make the occupants, tenants, staff, employees, and contractors aware of this document and educate them on the contents.
131. 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.
132. 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.

133. It is the responsibility of the Permittee/Owner to ensure all applicable BMPs are correctly utilized as referenced in the California Stormwater Quality Association (CASQA) BMP Fact Sheet, and all maintenance measures implemented.
134. Where applicable, provide 12 foot wide x 6 inch thick concrete paved access to storm drain facilities with 12 percent maximum grade. Turnarounds are required, but may be waived depending on overall accessibility and at the discretion of the Public Works Director.
135. The Permittee/Owner shall submit, for City review and approval, a mechanism ensuring ongoing long-term maintenance for the onsite post-construction Best Management Practices (BMPs).

Hydrology & Hydraulics

136. The Permittee/Owner shall provide a Hydrology & Hydraulics Reports prepared by a registered Civil Engineer in accordance with currently accepted design standards.
137. Ensure the Report addresses any proposed commingled flows from adjacent properties, unless procedures are incorporated to otherwise convey and properly dispose of the flows without commingling.
138. Alteration to the existing drainage pattern, including concentration or diversion of flows, are not allowed, unless the Permittee/Owner obtains permission and/or agreements from the affected property owner(s). This may involve, but is not limited to, obtaining notarized/recorded letters of permission and/or agreements, securing drainage easements and/or ponding easements, constructing adequate drainage improvements, and providing a maintenance mechanism for private drainage facilities.
139. The Permittee/Owner shall be responsible for mitigating impacts created by changes in drainage runoff course, water quality, hydro-modification, concentration, or quantity to the satisfaction of the City Engineer for both on-site and off-site drainage.
140. Accept and properly dispose of all offsite drainage currently flowing onto and/or through the site.
141. If possible, all drainage shall be conveyed onto public property. Cross lot drainage shall not be allowed. Where unavoidable, proper permissions, agreements, and easements shall be obtained by the Permittee/Owner.
142. The report shall show all existing and proposed onsite and/or offsite public and/or private drainage facilities intended to discharge the runoff. The study shall include a capacity analysis verifying the adequacy of the drainage facilities. Runoff from the development or partial phase of development of the property shall meet the following criteria:
 - A. Permittee/Owner shall be responsible for mitigating impacts created to changes in drainage runoff course or quantity, for both on-site and off-site drainage, to the satisfaction of the City Engineer.
 - B. Do not significantly exceed the existing natural discharge quantities.

- C. Street storm flows shall not exceed top of curb for the 10-year storm event.
 - D. Must contain storm flows within the street right-of-way for the 100-year event.
 - E. All inlets, outlets, pipes, channels, basins, etc. must be capable of conveying the 100-year storm.
 - F. Sump conditions shall be designed to convey the 100-year storm flows
 - G. Secondary emergency escape path shall be provided.
 - H. If the project discharges/connects to an off-site detention basin, provide permission to drain/connect from the owner of basin or system. Off-site detention basins require a Declaration of Dedication. All detention measures shall have positive drainage with a minimum 48-hr draw-down time and be empty within 72 hours.
 - I. Standing water is not permitted.
 - J. Detention for projects that are 10 acres or greater shall analyze for the 1, 3, 6 and 24-hour duration for the 2, 5, and 10-year frequency storms.
143. When continuous simulation is prepared (see Water Quality Management Plan section), and acceptable, the continuous simulation may be used in-lieu of the 1, 3, 6 and 24-hour duration for the 2, 5, and 10-year frequency storms, if applicable.

Storm Water Pollution Prevention Plan (SWPPP)

144. 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 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.
145. 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.
146. This document must minimize the disturbed area, label the total disturbed area, and identify equipment and material storage areas.
147. All grading activities shall minimize dust through compliance with AQMD Rule 403, which requires watering during earth moving operations.
148. All open or undeveloped land shall be maintained to prevent wind/water erosion of said

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

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

Final Map

154. The Permittee/Owner shall submit a Final 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.
155. The Final 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 conditions of approval and/or approved per the improvement plans, shall be completed, and accepted/as-built, prior to the first certificate of occupancy.
156. Prepare and record an Owner's statement acceptable to the City Engineer with a note to the effect that the property owner is responsible for the maintenance of the parkway lighting, landscaping and irrigation, and any applicable water quality treatment facilities/devices.
157. On-site public drainage facilities located outside of public right-of-way shall be contained within public drainage easements as determined to be necessary. A note shall be added on the Final Map stating, "*Public drainage easements shall be kept free of buildings and*

obstructions.”

158. Prior to approval of the Final Map, the Permittee/Owner shall submit an application and pay a fee for the city administrator to reapportion any existing assessment district liens. The fee proposal from Willdan Financial Services includes a base amount and per parcel charge so the total amount will vary depending on the number of parcels.
159. Easements, when required for roadway, slopes, landscaping, drainage facilities, utilities, etc., for either onsite or offsite, shall be shown on the Final Map. The Permittee/Owner shall incur all costs associated with the formation of a suitable maintenance district or other mechanism to maintain all associated roadway, slope, landscape, and drainage easements, including access.
160. All offers of dedication and conveyances shall be submitted for review and approval and recorded as directed by the Engineering Department.
161. All easements and/or right-of-way dedications shall be offered on the Final Map 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 Department.
162. Relinquish and waive abutter's right of access to and from Murrieta Hot Springs Rd, excepting those areas as shown on the approved tentative map.
163. Any proposed vacation(s) and/or abandonment(s) of existing right of way or public easements shall be shown on the Final Map, or per separate document(s) as approved by the City Engineer. Vacations and/or abandonments may be required to be approved prior to issuance of a grading permit.
164. Proof of payment of any, and all, delinquent property taxes shall be provided prior to recordation of the Final Map.
165. Provide an electronic copy of the Final Map in a PDF format and AutoCAD format, to the satisfaction of the City's GIS Department. A hard copy may also be required.

PRIOR TO ISSUANCE OF BUILDING PERMITS

166. The Permittee/Owner shall coordinate with the City's Construction Manager with approved/signed grading and/or improvement plans and grade/construct per said plans, as approved by the City Engineer.
167. The Permittee/Owner shall provide a copy of the recorded map and/or agreements to the Building Division and Engineering Department. Electronic and hard copies may be required, at the discretion of the City Engineer.
168. All easements, agreements of improvements, and dedications for required rights-of-way shall be approved by the Engineering Department.

169. Grading plans, with building pad location and elevation information, shall be approved, to the satisfaction of the City Engineer.
170. The building pad shall be certified by a registered Civil Engineer for location and elevation. Additionally, the Soils Engineer shall issue a Final Soils Report addressing compaction and site conditions.
171. The Permittee/Owner shall pay to the City all applicable Development Impact Fees as required by, and in accordance with, City Ordinance 196-98, Resolution No. 08-2107 and Resolution No. 16-3602, or most recently adopted DIF Resolution.
172. The Permittee/Owner shall pay to the City the Western Riverside County Transportation Uniform Mitigation Fee (TUMF) based on the applicable rates at time of permit.

DURING CONSTRUCTION

173. The Permittee/Owner shall coordinate with the City's Construction Manager with approved/signed grading and/or improvement plans and grade/construct per said plans, as approved by the City Engineer.
174. Permittee/Owner shall construct all public improvements, per the approved and bonded improvement plans, as approved by the City Engineer.
 - a. Minor field changes may occur at the discretion of the City's Construction Manager.
 - b. Changes other than minor shall be submitted to the engineering department as a construction change submittal for review by engineering and approval by the City Engineer.
175. The Permittee/Owner shall construct all onsite grading improvements, per the approved and bonded grading plans, as approved by the City Engineer.
 - a. Minor field changes may occur at the discretion of the City's Construction Manager.
 - b. Changes other than minor shall be submitted to the engineering department as a construction change submittal for review by engineering and approval by the City Engineer.
176. If applicable, a qualified biologist shall delineate jurisdictional areas that are not to be disturbed. Barrier fencing shall be installed, as approved, delineating the areas of avoidance. Once construction is completed, the same qualified biologist shall certify that no jurisdictional area was disturbed or damaged.
177. Construction fencing shall be placed so as not to interfere with sight distance and comply with City Std. No. 214.
178. If dirt or construction debris is to be transported into, or off, the site, a haul permit will be required as part of the grading permit process. Both import and export locations must be permitted sites. If so, submit a proposed haul route plan and comply with all conditions and requirements the City Engineer may impose to the hauling operation.

179. The exact depth of street structural section and subgrade requirement shall be based on subgrade "R" value tests in the field and the appropriate Traffic Index for the type of street, as determined by the Geotechnical Engineer and the City Standards, whichever is greater.
180. If any water wells are found onsite, they shall be protected in place or abandoned, as approved by the State Department of Water Resources and Riverside County Health Department. Confirmation of abandonment approval shall be provided to the City.
181. 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.
182. The Permittee/Owner shall construct all sewer and water improvements necessary to serve this project. Private sewer force mains are not allowed in the public right-of-way unless otherwise approved by the City Engineer.
183. The Permittee/Owner shall install all existing and proposed utility systems underground, including electric lines 32kv and lower (as applicable), telephone, and cable TV, in accordance with City Codes, the utility provider, and as approved by the City Engineer. All applicable appurtenances shall also be installed. Easements shall also be provided as required.
184. Above ground Edison transformers shall be installed behind the right-of-way line, as approved.
185. Obtain clearance from the dry utility companies and gas company.
 - a. Permittee/Owner shall install all dry, wet, and gas utilities prior to the placement of final cap or lift of asphalt pavement to avoid new street improvements from being marred by saw cuts, potholes, equipment, etc.
186. The building pad shall be certified by a registered Civil Engineer for location and elevation. Additionally, the Soils Engineer shall issue a Final Soils Report addressing compaction and site conditions.
 - a. Building pad certification shall be obtained prior to building footing inspection.
 - b. Building pad certification shall be obtained prior to building foundation cement pour.
187. 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.

188. 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 approved by the Engineering Department. The Traffic Control Plan shall address roadway widening / street closures / median improvement, detour or other disruption to traffic circulation as required by the Engineering Department.
189. Traffic signal improvements shall be installed/constructed to coincide with the street improvements as approved by the City Engineer.
190. Permittee/Owner shall provide proof of dedication of easement to the City for access and maintenance of any traffic equipment.
191. The Permittee/Owner shall reconstruct existing handicap access ramps within the public right-of-way, and adjacent to the project, to current ADA requirements, as approved by the City Engineer.
192. 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.
193. For reconstructed existing street(s) and/or intersection(s), street centerline monuments shall be set per City Std. 617a, 617b, and 617c, and elevations provided, unless specified otherwise by the City Engineer, or assignees.
 - A. Set street centerline monumentation for the following street(s) and/or following intersection(s):
 - i) Murrieta Hot Springs Rd & Monroe Ave.
194. Centerline tie notes may be provided, when applicable as noted on City Std. 616, on 8.5 x 11 mylar sheets (identify locations if possible). Prior to installation, each location where tie notes may apply shall be reviewed and approved by the City Engineer, or assignees, to determine monument type to be used.

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

195. 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.
196. Prior to, but not necessarily the last, 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.

197. All sewer and water improvements shall be constructed, completed, and accepted in accordance with the Sewer and Water District standards.
198. All existing and proposed dry, wet, and gas utility lines have been undergrounded and/or relocated, and/or easements provided, as necessary.
199. Final Map shall have been recorded, accepted by County, and a copy provided to the City Engineer, in the format requested.
200. If applicable, provide elevations for set Street Centerline Monuments. If approved, provide centerline tie notes per City Std. 616 on 8.5 x 11 mylar sheets for all monuments set.
201. Demonstrate that all treatment control BMP's described in the Final project-specific 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 Final project-specific WQMP.
202. The Permittee/Owner shall prepare and provide an as-built project specific Final WQMP (updated to include any changes made during construction) and demonstrate that an adequate number of copies are available for the future owners / occupants.
 - a. One (1) electronic format shall also be provided to the Department of Engineering, and/or a hard copy as requested.
203. 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.
204. The Permittee/Owner shall disclose to any other property owner(s) they are responsible for the maintenance of the parkway landscaping. And any other work within the public right-of-way will require an encroachment permit from the Engineering Department.
205. The Permittee/Owner shall provide one set of Mylars, scanned copy, and electronic copy of "As-Built" drawings of the grading and improvement plans. The electronic copy shall be in an AutoCAD format to the satisfaction of the City's GIS Department². Coordinate system shall be NAD 1983 State plane California Zone V1 FIPS 0406 Feet.
 - a. The Permittee/Owner shall provide electronic copies (e.g., thumb drive) of the approved WQMP, Hydrology/Hydraulic Report, Final Geotechnical Report, and any other applicable document(s). Said Electronic copies shall be in a Word.doc, PDF format, and/or other acceptable Microsoft format.
 - b. The "As-Built" mylars shall include any, and all, construction changes, as well as all dry, wet, and gas utilities.
206. Obtain written clearance, as deemed necessary by the Engineering Department, from the following agencies:
 - A. Planning Division

- B. Engineering Department
- C. Building Division
- D. Fire Department
- E. Landscape (Planning)
- F. Community Services Department
- G. Sewer and Water District(s)
- H. Utility Companies
- I. Southern California Edison Company

FIRE DEPARTMENT

General:

- 207. The project shall comply with all requirements set forth by the California Code of Regulations Title 24 Parts 1-12 respectively.
- 208. The adopted edition of the California Code of Regulations, Title 24, Parts 1 through 12, and the Murrieta Municipal Code shall apply at the time the architectural plans are submitted for construction permits.
- 209. Prior to the issuance of any grading permit, the applicant shall provide evidence of sufficient fire flow of 3,000 GPM for 3 hours to the City of Murrieta Fire & Rescue. Murrieta Fire & Rescue Water Available/Fire Flow Form shall be utilized. The fire flow report shall be completed within 6 months of the time of submittal.
- 210. Prior to the issuance of any grading permit, the applicant shall provide a fire department access plan to the City of Murrieta Fire & Rescue for review and approval. The fire department access plan shall comply with the requirements specified by Murrieta Municipal Code, California Fire Code (CFC), Chapter 5 and Appendix D.
 - a. Add a note to the fire access plans that all planter areas adjacent to any fire lane that the planting of trees and landscape shall not encroach into the fire lane and maintain a clear height of 13'-6" beneath the canopy.
 - b. Add a note on the plans that all required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 5-feet shall be maintained at all times. Fire Hydrants shall be centered in a 4-foot x 4-foot concrete pad.
- 211. Prior to the issuance of any grading permit, the applicant shall submit water improvement plans to the City of Murrieta Fire & Rescue for review and approval. The Developer shall furnish Murrieta Fire & Rescue with three (3) copies of the water improvement plans designed by a Registered Engineer and/or Licensed Contractor. On-site private fire service mains shall have a minimum of eight (8) inch water mains with six (6) inch laterals and risers. Larger pipes may be required to meet required fire flow

requirements. Fire hydrants shall provide one 4" port and 2- 2 ½ ports and must be an approved fire hydrant type. The private fire hydrant system must be approved, installed, tested, and accepted, prior to combustible construction.

212. Prior to the issuance of any building permit, the applicant shall install all required fire hydrants and water supplies with the following specific items:
- a. The fire hydrants shall be operational prior lumber drop and building construction. All fire hydrants shall remain operational during construction.
 - b. All required fire hydrants shall be readily visible and immediately accessible and adjacent to the approved fire access road. A clear space of not less than 5 feet shall be maintained. Fire Hydrants shall be centered in a 4-foot x 4-foot concrete pad.
 - c. Fire hydrants shall be installed at intersections, at the beginning radius of cul-de-sacs, and every 300 feet of fire access roadways, regardless of parcel size. The size of fire hydrant outlets shall be a minimum of one 4 inch and two 2-½ inch NST outlet as required by the Fire Code official.
 - d. A minimum of two points of connection to public water shall be provided for the private fire-line water.
 - e. The private underground fire-line system shall be a looped design.
 - f. The private underground fire-line system shall have indicating sectional valves for every five (5) appurtenances.
 - g. The Fire Department Connection (FDC) shall be located within 50 feet of a public fire hydrant. The fire hydrant shall be on the same side of the street as the FDC. A vehicle access roadway/approach shall not be placed between the FDC and fire hydrant. A private hydrant may be used to support the FDC provided that an aboveground check valve is installed in a manner that prevents water from the FDC circulating back to the fire hydrant.
213. Prior to the issuance of any building permit, the applicant shall submit fire sprinkler system plans per NFPA13 for review and approval by the City of Murrieta Fire & Rescue.
214. Prior to lumber drop and construction, the general contractor shall install and post a temporary address sign which is clearly visible from the street.
215. Prior to certificate of occupancy, a permanent building address shall be provided and either internally or externally lit during hours of darkness (Mt Palomar lighting requirements apply). The address shall be clearly visible from the street fronting the property. The numbers shall be a minimum of 12" in height with a minimum stroke of 1". The background and numbers shall be highly contrasting.
216. Prior to building final, the building shall be provided with a Knox Lock key box located no more than 6-feet above the finished surfaced and near the main entrance door.

217. For all buildings greater than 10,000 square feet, prior to the issuance of a Certificate of Occupancy each building shall be provided with an emergency radio communication enhancement system that complies with CFC § 510 and MMC § 15.24.200. Plans for the emergency radio communication enhancement system shall be submitted to Murrieta Fire & Rescue for review and approval prior to installation. The system shall be installed and inspected by the Murrieta Fire & Rescue before the Certificate of Occupancy is issued. The requirement can be waived by the Fire Marshal if the building is evaluated by an Emergency Radio Communication Specialist licensed by the FCC, who certifies the building meets the emergency communications capability as specified by the CFC § 510 and MMC § 15.24.200. The certification shall be in the form of a written report which outlines the analysis used in determining the building meets the emergency communications without an enhancement system.
218. Murrieta Fire & Rescue approval shall be obtained prior to the storage and/or use of hazardous materials as defined by the CFC.
219. Murrieta Fire & Rescue approval shall be obtained prior to any high pile storage (HPS) as defined by the CFC.
220. A lighted directory map, meeting current fire department standards, shall be installed at the driveway entrance.

COMMUNITY SERVICE DEPARTMENT

221. Prior to approval of street improvement plans, the permittee shall prepare landscape plans for any Murrieta Community Service Department (MCSD) maintained areas.
222. Street improvements trigger the developer to install and modify the existing raised landscape medians along Murrieta Hot Springs Road. All landscaping within the raised median shall 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>. Median landscape plans shall be included with the street improvement plans and reviewed by Public Works /MCSD. Please contact the Parks and Recreation Department at 951-461-6124 to set up an appointment for landscape plan review.
223. The applicant shall have in place an Association and/or Property Management to maintain all common areas, irrigation and landscape along the roadways as shown on plan. There appears that no areas will be maintained by the City of Murrieta, Community Services District.
224. The applicant shall contact the Murrieta Community Services Department (MCSD) prior to any construction in the existing landscape public right of way area maintained by the MCSD.

WATER DISTRICT

225. The Permittee/Owner shall meet all requirements established by the Eastern Municipal Water District. Prior to issuance of building permits, the permittee shall meet with the Eastern Municipal Water District to develop a plan of service, which shall detail water, wastewater and recycled water requirements to serve the project.

END CONDITIONS