

Issuing Policies of Chicago Title Insurance Company

ORDER NO.: **12206598-996-SD1**

Escrow/Customer Phone: **(619) 521-3500**

Castle & Cooke
10000 Stockdale Hwy, Suite 300
Bakersfield, CA 93311
ATTN: Laura Whitaker
Email: lwhitaker@castlecooke.com
Ref: #4 Ridge

Title Officer: **Ken Cyr & Mark Franklin (SD/BS)**
Title Officer Phone: **(619) 521-3673**
Title Officer Fax: **(619) 521-3608**
Title Officer Email: **Cyr-Franklin@ctt.com**

PROPERTY: **RIDGE / VTTM 35001, RIVERSIDE, CA**

FIRST AMENDED PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Nebraska Corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Company

By: 
Authorized Signature



By: 
Randy Quirk, President

Attest: 
Michael Gravelle, Secretary



2365 Northside Drive, Suite 600
San Diego, CA 92108
Phone: (619) 521-3500
Fax: (619) 521-3608

PRELIMINARY REPORT

EFFECTIVE DATE: February 10, 2016 at 7:30 a.m.

ORDER NO.: 12206598-996-SD1

The form of policy or policies of title insurance contemplated by this report is:

A Preliminary Report Only

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee as to Parcel(s) 1 – 6, 8 & 9 Easement(s) more fully described below as to Parcel(s) 7

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

CASTLE & COOKE COMMERCIAL-CA, INC., a California corporation, Successor by merger to CASTLE & COOKE LAKE ELSINORE WEST, INC., a California corporation

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.

EXHIBIT "A"

LEGAL DESCRIPTION

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

PARCEL 1: (APN: 390-200-008, 010 / 390-210-021)

THAT PORTION OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE SOUTH 89° 32' 18" EAST ON THE NORTH LINE OF SAID SECTION 23, 386.12 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 15, AS SAID HIGHWAY WAS DESCRIBED TO THE STATE OF CALIFORNIA RECORDED [APRIL 17, 1978 AS INSTRUMENT NO. 72638](#), OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE ON SAID SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 15 THE FOLLOWING COURSES:

SOUTH 74° 26' 01" EAST, 326.21 FEET; SOUTH 81° 13' 06" EAST, 100.44 FEET; SOUTH 72° 17' 02" EAST, 343.53 FEET TO THE NORTHWEST CORNER OF PARCEL 2 OF THOSE CERTAIN PARCELS ON DIRECTORS DEED RECORDED [SEPTEMBER 9, 1983 AS INSTRUMENT NO. 185178](#), OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 12° 17' 11" EAST ON THE WESTERLY LINE OF SAID PARCEL 2, 31.18 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 2; THENCE SOUTH 72° 17' 02" EAST ON THE SOUTHERLY LINE OF SAID PARCEL 2, 20.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 2; THENCE NORTH 47° 43' 07" EAST ON THE EASTERLY LINE OF SAID PARCEL 2, 31.18 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL 2, SAID NORTHEASTERLY CORNER ALSO BEING A POINT ON THE AFORESAID SOUTHWESTERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 15;

THENCE ON SAID SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 15 THE FOLLOWING COURSES:

SOUTH 72° 17' 02" EAST, 691.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 3,000.00 FEET; SOUTHEASTERLY ON SAID CURVE THROUGH AN ANGLE OF 12° 28' 03", 652.80 FEET; TANGENT TO SAID CURVE SOUTH 59° 48' 59" EAST, 726.73 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2,000.00 FEET; SOUTHEASTERLY ON SAID CURVE THROUGH AN ANGLE OF 07° 02' 45", 245.95 FEET; TANGENT TO SAID CURVE SOUTH 52° 46' 14" EAST, 597.99 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2,500.00 FEET; SOUTHEASTERLY ON SAID CURVE THROUGH AN ANGLE OF 07° 08' 38", 311.71 FEET; TANGENT TO SAID CURVE SOUTH 45° 37' 36" EAST, 405.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2,500.00 FEET; SOUTHEASTERLY ON SAID CURVE THROUGH AN ANGLE OF 07° 47' 04" 339.66 FEET; TANGENT TO SAID CURVE SOUTH 37° 50' 32" EAST, 771.73 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2,500.00 FEET; SOUTHEASTERLY ON SAID CURVE THROUGH AN ANGLE OF 05° 57' 22" 259.88 FEET; TANGENT TO SAID CURVE SOUTH 31° 53' 10" EAST, 383.36 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,500.00 FEET; SOUTHEASTERLY ON SAID CURVE THROUGH AN ANGLE OF 09° 12' 30" 241.07 FEET; TANGENT TO SAID CURVE SOUTH 22° 40' 40" EAST, 374.53 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24 OF AFORESAID TOWNSHIP AND RANGE; THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 15 NORTH 88° 20' 47" WEST ON SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, 358.12 FEET TO THE EAST LINE OF AFORESAID SECTION 23; THENCE SOUTH 01° 20' 36" WEST ON SAID EAST LINE OF SECTION 23, 1,340.00 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE NORTH 89° 38' 49" WEST ON THE SOUTH LINE OF SAID SECTION 23, 2,631.49 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 23; THENCE CONTINUING ON SAID SOUTH LINE OF

EXHIBIT A
(Continued)

SECTION 23 NORTH 89° 03' 04" WEST, 2,628.79 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 00° 52' 20" EAST ON THE WEST LINE OF SAID SECTION 23, 5,282.56 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED DECEMBER 30, 2004 AS INSTRUMENT NO. [2004-1036504](#) OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, COAL AND CLAY DEPOSITS, NATURAL GAS RIGHTS, OTHER HYDROCARBONS, AND GEOTHERMAL DEPOSITS OR RESOURCES BY WHATSOEVER NAME KNOWN, THAT MAY BE WITHIN OR UNDER THE SAID LAND AND THAT HAVE NOT HERETOFORE BEEN RESERVED OF RECORD BY OR CONVEYED OF RECORD TO OTHERS, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE HEREINABOVE DESCRIBED, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS, AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER FIVE HUNDRED (500) FEET OF THE SUBSURFACE OF THE LANDS HEREINABOVE DESCRIBED, AS RESERVED IN THE DEED RECORDED [SEPTEMBER 29, 1989 AS INSTRUMENT NO. 337562](#) OFFICIAL RECORDS.

PARCEL 2: (APN: 389-080-055 ptn.)

THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN PARCEL 5 OF THE PARTIAL RECONVEYANCE RECORDED [OCTOBER 1, 1990 AS INSTRUMENT NO. 363080](#) TO WIT:

THAT PORTION OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 26, TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 27, OF SAID TOWNSHIP AND RANGE, LYING 971.06 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 26; SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,545.00 FEET, SAID NON-TANGENT CURVE BEING THE SAME CURVE DESCRIBED BY COUNTY OF RIVERSIDE LOT LINE ADJUSTMENT NO. 3041, FILED [JANUARY 9, 1990 AS INSTRUMENT NO. 10554](#), RECORDS OF SAID RIVERSIDE COUNTY, AS BEING TANGENT TO THAT CERTAIN LINE DESCRIBED THEREIN AS BEING PARALLEL WITH AND DISTANCE 55.00 FEET (MEASURED AT RIGHT ANGLES) NORTHWESTERLY OF THE CENTER LINE OF SAID ROBB ROAD AND BEARING NORTH 31° 16' 06" EAST A DISTANCE OF 2,339.28 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08° 34' 23" A DISTANCE OF 231.18 FEET; THENCE ALONG A RADIAL LINE OF SAID CURVE SOUTH 73° 38' 14" EAST A DISTANCE OF 288.30 FEET TO A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1,600.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31° 26' 24" A DISTANCE OF 877.97 FEET TO A TANGENT LINE; THENCE ALONG SAID TANGENT LINE SOUTH 42° 11' 50" EAST A DISTANCE OF 2,497.73 FEET TO A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,600.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 11' 41" A DISTANCE OF 89.21 FEET TO A POINT IN THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26.

EXHIBIT A
(Continued)

EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED [DECEMBER 30, 2004 AS INSTRUMENT NO. 2004-1036504](#) OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION DESCRIBED IN THE GRANT DEED TO THE CITY OF LAKE ELSINORE, A MUNICIPAL CORPORATION RECORDED OCTOBER 4, 2010 AS INSTRUMENT NO. [2010-0473234](#) OF OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, COAL AND CLAY DEPOSITS, NATURAL GAS RIGHTS, OTHER HYDROCARBONS, AND GEOTHERMAL DEPOSITS OR RESOURCES BY WHATSOEVER NAME KNOWN, THAT MAY BE WITHIN OR UNDER THE SAID LAND AND THAT HAVE NOT HERETOFORE BEEN RESERVED OF RECORD BY OR CONVEYED OF RECORD TO OTHERS, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE HEREINABOVE DESCRIBED, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS, AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER FIVE HUNDRED (500) FEET OF THE SUBSURFACE OF THE LANDS HEREINABOVE DESCRIBED, AS RESERVED IN THE DEED RECORDED [SEPTEMBER 29, 1989 AS INSTRUMENT NO. 337562](#) OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL MINERALS, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, WITHOUT, HOWEVER, THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS. TOGETHER WITH THE RIGHT TO REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND, PROVIDED THAT THE EXERCISE OF SUCH RIGHTS SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF SAID LAND OR OF ANY IMPROVEMENTS THEREON, AS RESERVED BY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY IN THE DEED RECORDED [NOVEMBER 27, 1985 AS INSTRUMENT NO. 268350](#), OFFICIAL RECORDS.

PARCEL 3: (APN: 390-130-026 / 390-160-003, 006 / 390-190-015)

THAT PORTION OF SECTION 22 IN TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 15 OF AFORESAID TOWNSHIP AND RANGE; THENCE ON THE EAST LINE OF SAID SECTION, NORTH 01° 34' 20" EAST, 102.44 FEET; THENCE NORTH 75° 52' 36" WEST, 150.94 FEET; THENCE SOUTH 14° 07' 23" 16.53 FEET; THENCE NORTH 75° 23' 52" WEST, 558.32 FEET TO A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 500.00 FEET; THENCE WESTERLY ON SAID CURVE THROUGH AN ANGLE OF 27° 15' 52", 237.93 FEET; THENCE SOUTH 09° 00' 00" EAST, 65.00 FEET; THENCE SOUTH 80° 14' 46" WEST, 760.07 FEET; THENCE SOUTH 59° 49' 58" 94.35 FEET TO THE SOUTH LINE OF SAID SECTION 15; THENCE NORTH 89° 08' 21" WEST ON SAID SOUTH LINE TO THE NORTH QUARTER CORNER OF SAID SECTION 22; THENCE SOUTH 01° 05' 39" WEST, 56.18 FEET; THENCE NORTH 78° 15' 04" WEST, 551.28 FEET; THENCE NORTH 79° 56' 51" WEST, 405.96 FEET; THENCE SOUTH 06° 07' 51" EAST, 200.06 FEET; THENCE SOUTH 83° 36' 04" WEST, 17.00 FEET; THENCE SOUTH 04° 08' 19" EAST, 152.12 FEET; THENCE SOUTH 06° 23' 56" EAST, 275.80 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,956.00 FEET; THENCE SOUTHERLY 790.28 FEET ON SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 08' 57"; THENCE SOUTH 60° 27' 07" WEST, 6.00 FEET TO THE EASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE COUNTY OF RIVERSIDE RECORDED SEPTEMBER 3, 1924 IN BOOK 544, PAGE 315 OF DEEDS;

EXHIBIT A
(Continued)

THENCE SOUTHERLY ON SAID EASTERLY LINE TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE SOUTH ON SAID WEST LINE TO THE SOUTH QUARTER CORNER OF SAID SECTION 22; THENCE EAST ON THE SOUTH LINE OF SAID SECTION 22 TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH ON SAID EAST LINE TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING WEST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE WESTERLY ON THE SOUTH LINE OF SAID SECTION 22 149.66 FEET TO THE NORTHEASTERLY LINE, THE TRUE POINT OF BEGINNING; THENCE ON SAID NORTHEASTERLY LINE THE FOLLOWING COURSES: NORTH 15° 42' 00" WEST 206.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1,005.34 FEET; NORTHWESTERLY ON SAID CURVE THROUGH AN ANGLE OF 36° 24' 00" 638.69 FEET; TANGENT TO SAID CURVE NORTH 52° 06' 00" WEST 349.70 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2,242.00 FEET; NORTHWESTERLY ON SAID CURVE THROUGH AN ANGLE OF 22° 06' 00" 864.78 FEET; TANGENT TO SAID CURVE NORTH 30° 00' 00" WEST 498.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 623.40 FEET; NORTHWESTERLY ON SAID CURVE THROUGH AN ANGLE OF 27° 24' 00" 298.12 FEET; TANGENT TO SAID CURVE NORTH 57° 24' 00" WEST 686.20 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,860.08 FEET; NORTHWESTERLY ON SAID CURVE THROUGH AN ANGLE OF 06° 14' 00" 202.36 FEET; TANGENT TO SAID CURVE NORTH 51° 10' 00" WEST 18.21 FEET TO THE WEST LINE OF SAID EAST ONE-HALF OF SECTION 22, THE NORTHERLY TERMINUS OF SAID NORTHEASTERLY LINE.

ALSO EXCEPT THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 22.

ALSO EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED [DECEMBER 30, 2004 AS INSTRUMENT NO. 2004-1036504](#) OFFICIAL RECORDS.

EXCEPTING ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, COAL AND CLAY DEPOSITS, NATURAL GAS RIGHTS, OTHER HYDROCARBONS, AND GEOTHERMAL DEPOSITS OR RESOURCES BY WHATSOEVER NAME KNOWN, THAT MAY BE WITHIN OR UNDER THE SAID LAND AND THAT HAVE NOT HERETOFORE BEEN RESERVED OF RECORD BY OR CONVEYED OF RECORD TO OTHERS, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE HEREINABOVE DESCRIBED, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS, AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER FIVE HUNDRED (500) FEET OF THE SUBSURFACE OF THE LANDS HEREINABOVE DESCRIBED, AS RESERVED IN THE DEED RECORDED [SEPTEMBER 29, 1989 AS INSTRUMENT NO. 337562](#) OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL MINERALS, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, WITHOUT, HOWEVER, THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS. TOGETHER WITH THE RIGHT TO REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND, PROVIDED THAT THE EXERCISE OF SUCH RIGHTS SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF SAID LAND OR OF ANY

EXHIBIT A
(Continued)

IMPROVEMENTS THEREON, AS RESERVED BY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY IN THE DEED RECORDED [NOVEMBER 27, 1985 AS INSTRUMENT NO. 268350](#), OFFICIAL RECORDS.

PARCEL 4: (APN: 390-190-014, 017 and 018)

THAT PORTION OF THE EAST ONE-HALF OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF PARCEL 2 AND 3 OF THOSE CERTAIN PARCELS DESCRIBED BY DEED TO CHARLES J. BIDDLE RECORDED [MARCH 18, 1987 AS INSTRUMENT NO. 73306](#), OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID NORTHEASTERLY LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE WESTERLY ON THE SOUTH LINE OF SAID SECTION 22, 149.66 FEET TO SAID NORTHEASTERLY LINE, THE TRUE POINT OF BEGINNING; THENCE ON SAID NORTHEASTERLY LINE THE FOLLOWING COURSES:

NORTH 15° 42' 00" WEST 206.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1,005.34 FEET; NORTHWESTERLY ON SAID CURVE THROUGH AN ANGLE OF 36° 24' 00" 638.69 FEET; TANGENT TO SAID CURVE NORTH 52° 06' 00" WEST 349.70 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2,242.00 FEET; NORTHWESTERLY ON SAID CURVE THROUGH AN ANGLE OF 22° 06' 00" 864.78 FEET; TANGENT TO SAID CURVE NORTH 30° 00' 00" WEST 498.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 623.40 FEET; NORTHWESTERLY ON SAID CURVE THE AN ANGLE OF 27° 24' 00" 298.12 FEET; TANGENT TO SAID CURVE NORTH 57° 24' 00" WEST 686.20 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,860.08 FEET; NORTHWESTERLY ON SAID CURVE THROUGH AN ANGLE OF 06° 14' 00" 202.36 FEET; TANGENT TO SAID CURVE NORTH 51° 10' 00" WEST 18.21 FEET TO THE WEST LINE OF SAID EAST ONE-HALF OF SECTION 22, THE NORTHERLY TERMINUS OF SAID NORTHEASTERLY LINE.

EXCEPT THAT PORTION OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 22 LYING SOUTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE NORTH 89° 06' 02" WEST ON THE SOUTH LINE OF SAID SECTION 22 966.02 FEET TO THE TRUE POINT OF BEGINNING, SAID TRUE POINT OF BEGINNING BEING ALSO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,550.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 82° 11' 19" EAST; THENCE NORTHWESTERLY ON SAID NON-TANGENT CURVE THROUGH AN ANGLE OF 55° 32' 31" 1,502.55 FEET; THENCE TANGENT TO SAID CURVE NORTH 47° 43' 50" WEST, 1,260.77 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,650.00 FEET; THENCE NORTHWESTERLY ON SAID CURVE THROUGH AN ANGLE OF 11° 50' 54" 341.21 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER OF SECTION 22, THE NORTHERLY TERMINUS OF SAID LINE.

EXCEPT THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THE LINES OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF LAKE ELSINORE, IN DEED RECORDED [JULY 2, 2008 AS INSTRUMENT NO. 2008-0361222](#), OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF SECTION 22 AND 27 AS SHOWN ON RECORD OF SURVEY, FILED IN [BOOK 88, PAGES 76 THROUGH 82](#), RECORDS OF RIVERSIDE COUNTY, TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22;

EXHIBIT A
(Continued)

THENCE ALONG THE SOUTH LINE OF SAID SECTION 22, NORTH 89°05'53" WEST, A DISTANCE OF 910.66 FEET TO THE TRUE POINT OF BEGINNING, ALSO BEING ON A NON-TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1810.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 85°16'37" EAST;

THENCE NORTHWESTERLY AN ARC LENGTH OF 931.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°30'05" TO THE BEGINNING OF A NON-TANGENT REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2402.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 41°46'31" WEST;

THENCE NORTHWESTERLY AN ARC LENGTH OF 128.37 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°03'44" TO A POINT OF CUSP WITH A NON-TANGENT REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1550.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 59°36'45" EAST;

THENCE SOUTHERLY AN ARC LENGTH OF 1033.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°12'04" TO THE SOUTH LINE OF SAID SECTION 22;

THENCE NORTH 89°05'53" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 5.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1545.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 82°12'35" EAST;

THENCE SOUTHERLY AN ARC LENGTH OF 231.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°34'23";

THENCE SOUTH 73°38'14" EAST, A DISTANCE OF 69.31 FEET TO THE WESTERLY LINE OF LAKE STREET AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 31°15'59" EAST, A DISTANCE OF 72.88 FEET ALONG SAID WESTERLY LINE OF LAKE STREET.

THENCE LEAVING SAID WESTERLY LINE OF LAKE STREET, NORTH 39°01'53" WEST A DISTANCE OF 26.01 FEET TO A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1310.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 80°06'28" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 163.29 FEET THROUGH A CENTRAL ANGLE OF 05°10'09" TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, COAL AND CLAY DEPOSITS, NATURAL GAS RIGHTS, OTHER HYDROCARBONS, AND GEOTHERMAL DEPOSITS OR RESOURCES BY WHATSOEVER NAME KNOWN, THAT MAY BE WITHIN OR UNDER THE SAID LAND AND THAT HAVE NOT HERETOFORE BEEN RESERVED OF RECORD BY OR CONVEYED OF RECORD TO OTHERS, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE HEREINABOVE DESCRIBED, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS, AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER FIVE HUNDRED (500) FEET OF THE SUBSURFACE OF THE LANDS HEREINABOVE DESCRIBED, AS RESERVED IN THE DEED RECORDED SEPTEMBER 29, 1989 AS INSTRUMENT NO. 337562 OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL MINERALS, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID

EXHIBIT A
(Continued)

MINERALS, WITHOUT, HOWEVER, THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS. TOGETHER WITH THE RIGHT TO REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND, PROVIDED THAT THE EXERCISE OF SUCH RIGHTS SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF SAID LAND OR OF ANY IMPROVEMENTS THEREON, AS RESERVED BY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY IN THE DEED RECORDED [NOVEMBER 27, 1985 AS INSTRUMENT NO. 268350](#), OFFICIAL RECORDS.

PARCEL 5: (APN: 389-020-062-064/ 389-080-055 ptn)

THAT PORTION OF THE NORTH HALF OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 27 LYING 971.06 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 27, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,545.00 FEET, SAID NON-TANGENT CURVE BEING THE SAME CURVE DESCRIBED BY THE COUNTY OF RIVERSIDE LOT LINE ADJUSTMENT NO. 3041, FILED [JANUARY 9, 1990 AS INSTRUMENT NO. 10554](#), RECORDS OF RIVERSIDE COUNTY, AS BEING TANGENT TO THAT CERTAIN LINE DESCRIBED THEREIN AS BEING PARALLEL WITH AND DISTANT 55.00 FEET (MEASURED AT RIGHT ANGLES) NORTHWESTERLY OF THE CENTER LINE OF SAID ROBB ROAD AND BEARING NORTH 31° 16' 06" EAST A DISTANCE OF 2,339.28 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE 08° 34' 23", A DISTANCE OF 231.18 FEET; THENCE ALONG A RADIAL LINE OF SAID LAST MENTIONED CURVE SOUTH 73° 38' 14" EAST A DISTANCE OF 288.30 FEET TO A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1,600.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31° 26' 24" A DISTANCE OF 877.97 FEET TO A TANGENT LINE; THENCE ALONG SAID TANGENT LINE SOUTH 42° 11' 50" EAST A DISTANCE OF 2,497.73 FEET TO A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,600.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 11' 41" A DISTANCE OF 89.21 FEET TO A POINT IN THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID FRACTIONAL SECTION 26 OF SAID TOWNSHIP AND RANGE.

EXCEPT THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THE LINES OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF LAKE ELSINORE, IN DEED RECORDED [JULY 2, 2008 AS INSTRUMENT NO. 2008-0361222](#), OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF SECTION 22 AND 27 AS SHOWN ON RECORD OF SURVEY, FILED IN [BOOK 88, PAGES 76 THROUGH 82](#), RECORDS OF RIVERSIDE COUNTY, TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 22, NORTH 89°05'53" WEST, A DISTANCE OF 910.66 FEET TO THE TRUE POINT OF BEGINNING, ALSO BEING ON A NON-TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1810.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 85°16'37" EAST;

THENCE NORTHWESTERLY AN ARC LENGTH OF 931.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°30'05" TO THE BEGINNING OF A NON-TANGENT REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2402.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 41°46'31" WEST;

EXHIBIT A
(Continued)

THENCE NORTHWESTERLY AN ARC LENGTH OF 128.37 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°03'44" TO A POINT OF CUSP WITH A NON-TANGENT REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1550.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 59°36'45" EAST;

THENCE SOUTHERLY AN ARC LENGTH OF 1033.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°12'04" TO THE SOUTH LINE OF SAID SECTION 22;

THENCE NORTH 89°05'53" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 5.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1545.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 82°12'35" EAST;

THENCE SOUTHERLY AN ARC LENGTH OF 231.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°34'23";

THENCE SOUTH 73°38'14" EAST, A DISTANCE OF 69.31 FEET TO THE WESTERLY LINE OF LAKE STREET AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 31°15'59" EAST, A DISTANCE OF 72.88 FEET ALONG SAID WESTERLY LINE OF LAKE STREET.

THENCE LEAVING SAID WESTERLY LINE OF LAKE STREET, NORTH 39°01'53" WEST A DISTANCE OF 26.01 FEET TO A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1310.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 80°06'28" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 163.29 FEET THROUGH A CENTRAL ANGLE OF 05°10'09" TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION DESCRIBED IN THE GRANT DEED TO THE CITY OF LAKE ELSINORE, A MUNICIPAL CORPORATION RECORDED [OCTOBER 4, 2010 AS INSTRUMENT NO. 2010-0473234](#) OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL MINERALS, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, WITHOUT, HOWEVER, THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS. TOGETHER WITH THE RIGHT TO REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND, PROVIDED THAT THE EXERCISE OF SUCH RIGHTS SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF SAID LAND OR OF ANY IMPROVEMENTS THEREON, AS RESERVED BY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY IN THE DEED RECORDED [NOVEMBER 27, 1985 AS INSTRUMENT NO. 268350](#), OFFICIAL RECORDS.

PARCEL 6: (APN: 390-130-028)

THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THAT PORTION DESCRIBED BY DEED TO THE STATE OF CALIFORNIA RECORDED [JUNE 27, 1975 AS INSTRUMENT NO. 76197](#), RECORDS OF RIVERSIDE COUNTY.

ALSO EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED [DECEMBER 30, 2004 AS INSTRUMENT NO. 2004-1036504](#) OFFICIAL RECORDS.

EXHIBIT A
(Continued)

PARCEL 7:

A TEMPORARY OPERATIONS AND PERMANENT MAINTENANCE EASEMENT AS MORE FULLY DESCRIBED IN THE AGREEMENT RECORDED [DECEMBER 30, 2004 AS INSTRUMENT NO. 04-1036505](#) OFFICIAL RECORDS.

PARCEL 8: APN 390-170-002

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING NORTHEASTERLY OF THE NORTHEASTERLY RIGHT OF WAY LINE OF LAKE STREET.

PARCEL 9: APN 390-160-014

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER SAID SECTION 22, AS SHOWN ON A RECORD OF SURVEY ON FILE IN [BOOK 88, PAGES 76 THROUGH 82](#), OF RECORD OF SURVEYS, RECORDS OF SAID COUNTY;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, NORTH 89°08'43" WEST, A DISTANCE OF 42.97 FEET TO THE INTERSECTION OF SAID SOUTH LINE OF SAID NORTHWEST QUARTER AND THE SOUTHWESTERLY LINE OF PARCEL 2 OF INSTRUMENT NO. [363079, RECORDED OCTOBER 1, 1990](#) OF OFFICIAL RECORDS OF SAID COUNTY, AS SHOWN ON SAID RECORD OF SURVEY, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING.

THENCE, CONTINUING ALONG SAID SOUTH LINE OF SAID NORTHWEST QUARTER, NORTH 89°08'43" WEST, A DISTANCE OF 30.63 FEET TO THE EASTERLY RIGHT-OF-WAY OF LAKE STREET BEING 60.00 FEET IN WIDTH AS SHOWN ON SAID RECORD OF SURVEY, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 543.00 FEET, A RADIAL BEARING TO SAID POINT BEARS SOUTH 73°26'12" WEST;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°58'21" AN ARC DISTANCE OF 28.17 FEET TO THE BEGINNING OF A TANGENT LINE;

THENCE NORTHERLY, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY AND ALONG SAID TANGENT LINE, NORTH 13°35'27" WEST A DISTANCE OF 7.14 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 2, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 972.29 FEET, A RADIAL BEARING TO SAID POINT BEARS SOUTH 42°40'06" WEST;

THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 2 AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°06'01", AN ARC DISTANCE OF 52.61 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE DESCRIBED LAND ANY PORTION THEREOF LYING WITHIN THE LAND DESCRIBED IN THAT CERTAIN SUBSTITUTION OF TRUSTEE AND PARTIAL RECONVEYANCE RECORDED FEBRUARY 16, 2016 AS [INSTRUMENT NO. 2016-0059124](#) OF OFFICIAL RECORDS, DESCRIBED AS FOLLOW:

EXHIBIT A
(Continued)

PARCEL "A":

BEING PORTIONS OF PARCEL 1 OF A GRANT DEED, RECORDED MARCH 22, 2006, AS INSTRUMENT NO. 2006-0203625, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 23, TOWNSHIP 5 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, OF SAID COUNTY, ACCORDING TO THE OFFICIAL PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23, AS SHOWN ON A RECORD OF SURVEY ON FILE IN BOOK 88, PAGES 76 THROUGH 82, OF RECORD OF SURVEYS, RECORDS OF SAID COUNTY;
THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 23, SOUTH 89°04'59" EAST, A DISTANCE OF 1042.16 FEET TO A POINT LYING ON THE WESTERLY LINE OF THAT LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY GRANT DEED, RECORDED DECEMBER 30, 2004, AS INSTRUMENT NO. 2004-1036504, OF OFFICIAL RECORDS, OF SAID COUNTY;

THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE, NORTH 41°37'29" EAST, A DISTANCE OF 166.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 1745.00 FEET, A RADIAL BEARING TO SAID POINT BEARS SOUTH 85°30'24" EAST, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE, LEAVING SAID WESTERLY LINE, THROUGH A CENTRAL ANGLE OF 21°57'23", AN ARC DISTANCE OF 668.70 FEET TO THE BEGINNING OF A NON-TANGENT LINE, A RADIAL BEARING TO SAID POINT BEARS NORTH 72°32'13" EAST;

THENCE NORTH 62°02'43" EAST, A DISTANCE OF 268.17 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 924.00 FEET;

THENCE NORTHEASTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 18°30'20", AN ARC DISTANCE OF 298.43 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 41.00 FEET, A RADIAL BEARING THROUGH SAID POINT BEARS NORTH 46°27'36" WEST;

THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 57°01'37", AN ARC DISTANCE OF 40.81 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 109.00 FEET, A RADIAL BEARING THOUGH SAID POINT BEARS SOUTH 10°34'00" WEST;

THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 39°21'21", AN ARC DISTANCE OF 74.87 FEET TO THE BEGINNING OF A TANGENT LINE;

THENCE NORTHEASTERLY ALONG SAID TANGENT LINE, NORTH 61°12'40" EAST, A DISTANCE OF 32.36 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 309.00 FEET;

THENCE NORTHEASTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 33°59'25", AN ARC DISTANCE OF 183.31 FEET TO THE BEGINNING OF A TANGENT LINE;

THENCE NORTHEASTERLY ALONG SAID TANGENT LINE, NORTH 27°13'15" EAST, A DISTANCE OF 127.89 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 291.00 FEET;

THENCE NORTHEASTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 18°02'11", AN ARC DISTANCE OF 91.60 FEET TO THE BEGINNING OF A TANGENT LINE;

THENCE NORTHEASTERLY ALONG SAID TANGENT LINE, NORTH 45°15'26" EAST, A DISTANCE OF 495.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 354.00 FEET, A RADIAL BEARING TO SAID POINT BEARS NORTH 89°13'22" EAST;

THENCE 31°41'14", AN ARC DISTANCE OF 195.78 FEET TO A POINT LYING ON THE SOUTHWESTERLY LINE OF SAID INSTRUMENT NO. 2004-1036504, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT LINE, A RADIAL BEARING TO SAID POINT BEARS NORTH 57°32'08" EAST;

EXHIBIT A
(Continued)

THE FOLLOWING NINE (9) COURSE ARE ALONG THE SOUTHWESTERLY AND WESTERLY LINE OF SAID INSTRUMENT NO. 2004-1036504:

THENCE SOUTH 37°52'55" EAST, A DISTANCE OF 132.83 FEET;
THENCE SOUTH 02°44'53" EAST, A DISTANCE OF 126.72 FEET;
THENCE SOUTH 24°50'47" WEST, A DISTANCE OF 164.28 FEET;
THENCE SOUTH 16°21'18" WEST, A DISTANCE OF 814.59 FEET;
THENCE SOUTH 22°47'57" WEST, A DISTANCE OF 343.25 FEET;
THENCE SOUTH 29°38'22" WEST, A DISTANCE OF 375.65 FEET;
THENCE SOUTH 84°08'08" WEST, A DISTANCE OF 215.58 FEET;
THENCE SOUTH 86°03'32" WEST, A DISTANCE OF 322.53 FEET;
THENCE SOUTH 41°37'29" WEST, A DISTANCE OF 8.78 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 19.49 ACRES, MORE OR LESS.

PARCEL "B":

BEING PORTIONS OF. PARCELS 3 AND 6 OF A GRANT DEED, RECORDED MARCH 22, 2006, AS INSTRUMENT NO. 2006-0203625, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 22, TOWNSHIP 5 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, OF SAID COUNTY, ACCORDING TO THE OFFICIAL PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 23, AS SHOWN ON A RECORD OF SURVEY ON FILE IN BOOK 88, PAGES 76 THROUGH 82, OF RECORD OF SURVEYS, RECORDS OF SAID COUNTY;
THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 23, NORTH 00°53'18" EAST, A DISTANCE OF 4036.32 FEET TO A POINT LYING ON THE SOUTHWESTERLY LINE OF THAT LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY GRANT DEED, RECORDED DECEMBER 30, 2004, AS INSTRUMENT NO. 2004-1036504, OF OFFICIAL RECORDS, OF SAID COUNTY;

THE FOLLOWING FOUR (4) COURSES ARE ALONG THE SOUTHERLY AND SOUTHWESTERLY LINE OF SAID INSTRUMENT NO. 04-1036504:

THENCE NORTH 19°45'52" WEST, A DISTANCE OF 86.92 FEET;
THENCE NORTH 58°17'49" WEST, A DISTANCE OF 368.89 FEET;
THENCE SOUTH 75°09'21" WEST, A DISTANCE OF 529.98 FEET;
THENCE NORTH 02°49'18" WEST, A DISTANCE OF 81.54 FEET TO THE **TRUE POINT OF BEGINNING;**

THENCE SOUTHWESTERLY, LEAVING SAID SOUTHWESTERLY LINE, SOUTH 78°16'15" WEST, A DISTANCE OF 65.67 FEET;
THENCE NORTH 72°42'25" WEST, A DISTANCE OF 64.72 FEET; THENCE SOUTH 45°49'31" WEST, A DISTANCE OF 584.10 FEET;
THENCE NORTH 44°10'29" WEST, A DISTANCE OF 310.83 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 795.00 FEET;
THENCE NORTHWESTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 43°10'39", AN ARC DISTANCE OF 599.10 FEET TO THE BEGINNING OF A NON-TANGENT LINE, A RADIAL BEARING TO SAID POINT BEARS NORTH 02°38'51"^{CL} EAST;
THENCE NORTHERLY ALONG SAID NON-TANGENT LINE NORTH 02°38'17" EAST, A DISTANCE OF 149.55 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF SAID INSTRUMENT NO. 04-1036504;

EXHIBIT A
(Continued)

THE FOLLOWING SEVENTEEN (17) COURSES ARE ALONG THE SOUTHERLY, SOUTHEASTERLY AND SOUTHWESTERLY LINE OF SAID INSTRUMENT NO, 04-1036504:
THENCE SOUTH 40°47'03" EAST, A DISTANCE OF 201.70 FEET;
THENCE SOUTH 89°34'46" EAST, A DISTANCE OF 159.24 FEET;
THENCE NORTH 06°56'16" WEST, A DISTANCE OF 73.13 FEET;
THENCE NORTH 59°27'28" EAST, A DISTANCE OF 154.25 FEET;
THENCE SOUTH 65°14'28" EAST, A DISTANCE OF 176.56 FEET;
THENCE NORTH 31°23'11" EAST, A DISTANCE OF 187.10 FEET;
THENCE NORTH 10°04'01" WEST, A DISTANCE OF 316.83 FEET;
THENCE NORTH 7°47'25" EAST, A DISTANCE OF 217.01 FEET;
THENCE SOUTH 85°45'54" EAST, A DISTANCE OF 150.54 FEET;
THENCE SOUTH 53°40'42" EAST, A DISTANCE OF 248.70 FEET;
THENCE NORTH 82°12'58" EAST, A DISTANCE OF 51.78 FEET;
THENCE NORTH 46°06'48" EAST, A DISTANCE OF 69.28 FEET;
THENCE NORTH 50°49'26" EAST, A DISTANCE OF 195.23 FEET;
THENCE SOUTH 44°01'13" EAST, A DISTANCE OF 368.85 FEET;
THENCE SOUTH 21°14'17" EAST, A DISTANCE OF 269.17 FEET;
THENCE SOUTH 31°09'13" WEST, A DISTANCE OF 236.83 FEET;
THENCE SOUTH 57°38'09" WEST, A DISTANCE OF 228.51 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 20.49 ACRES, MORE OR LESS.

EXCEPTIONS

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

- A. Taxes – [See EXHIBIT “A”](#).
- B. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
1. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)
- In Favor of: Temescal Water Co.
Purpose: Canal or ditch purposes for conveying water for irrigation and incidental purposes
Recorded: [July 22, 1897 in Book 31, Page 319, of Deeds](#)
Affects: That portion of said land as described in the document attached hereto.
2. A right of way in favor of the Temescal Water Company as disclosed by Deed recorded [July 3, 1914, in Book 396, of Deeds, Page 240](#).
3. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)
- In Favor of: Southern Sierras Power Company
Purpose: Pole lines
Recorded: [October 27, 1921 in Book 552, Page 331, of Deeds](#)
Affects: That portion of said land as described in the document attached hereto.
4. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)
- In Favor of: Southern Sierras Power Company
Purpose: Erect and maintain poles with the necessary wires and fixtures thereon
Recorded: [November 28, 1921 in Book 554, Page 416, of Deeds](#)
Affects: That portion of said land as described in the document attached hereto.
5. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
- Granted To: County of Riverside
Purpose: Public Highway
Recorded: [in Book 544, pages 315 and 320 of Deeds](#)
Affects: The route thereof affects a portion of said land and is more fully described in said document.
6. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
- Purpose: road purposes and for the purpose of constructing and maintaining railroad tracks
Recorded: [in Book 544, page 293 of Deeds](#)
Affects: The route thereof affects a portion of said land and is more fully described in said document.
7. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No

EXCEPTIONS
(Continued)

representation is made as to the present ownership of said easement)

In Favor of: Southern California Gas Company, a corporation
Purpose: Public utilities
Recorded: [March 21, 1930 in Book 848, Page 211, of Deeds](#)
Affects: That portion of said land as described in the document attached hereto.

8. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: County of Riverside
Purpose: Public highway
Recorded: [July 22, 1930 as Instrument No. 1549, in Book 867, Page 50, of Deeds](#)
Affects: That portion of said land as described in the document attached hereto.

9. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: County of Riverside
Purpose: Public highway and public utility purposes
Recorded: [June 25, 1935 as Instrument No. 1295, in Book 235, Page 559, Official Records](#)
Affects: That portion of said land as described in the document attached hereto.

10. The fact that the ownership of said land does not include rights of access to or from the street, highway, or freeway abutting said land, such rights having been relinquished by that certain document

Recorded: [February 17, 1956 as Instrument No. 11723, of Official Records](#)
Affects: Highway 71

11. An easement and right of way for existing and future public utility, public service and drainage facilities and structures pursuant to Section 959.1 of the Streets and Highways Code, as reserved by a Resolution of the Board of Supervisors of the County of Riverside, abandoning a portion of Collier Avenue as recorded [February 25, 1958 as Instrument No. 14062, in Book 2228, Page 145, Official Records.](#)

12. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: California Water and Telephone Company, a corporation
Purpose: Public utilities
Recorded: [June 15, 1962 as Instrument No. 56177, of Official Records](#)
Affects: That portion of said land as described in the document attached hereto.

13. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: California Water and Telephone Company, a corporation
Purpose: Public utilities
Recorded: [July 23, 1962 as Instrument No. 68844, Official Records](#)
Affects: That portion of said land as described in the document attached hereto.

EXCEPTIONS
(Continued)

14. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: Southern California Edison Company, a corporation
Purpose: Overhead and underground electrical supply systems and communication systems
Recorded: [September 16, 1969 as Instrument No. 95087, of Official Records](#)
Affects: That portion of said land as described in the document attached hereto.

15. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: General Telephone Company of California, a corporation
Purpose: Public utilities
Recorded: [December 9, 1969 as Instrument No. 125919, of Official Records](#)
Affects: That portion of said land as described in the document attached hereto.

16. The fact that the ownership of said land does not include rights of access to or from the street, highway, or freeway abutting said land, such rights having been relinquished by that certain document

Recorded: [March 31, 1978 as Instrument No. 60976, of Official Records](#)
Affects: State Highway 71

NOTE: The remaining lands that abut upon Lake Street connection shall have access thereto except over the Northerly 51.00 feet of said course described above as North 08° 07' 11" West, 466.21 feet and the Northerly 43.00 feet of said course described above as South 06° 07' 51" East, 234.21. Said Lake Street connection will be connected to the main thoroughfare of the freeway only at such points as may be established by public authority.

17. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: State of California
Purpose: Drainage purposes and incidents thereto
Recorded: [March 31, 1978 as Instrument No. 60977, of Official Records](#)
Affects: That portion of said land as described in the document attached hereto.

18. The fact that the ownership of said land does not include rights of access to or from the street, highway, or freeway abutting said land, such rights having been relinquished by that certain document

Recorded: [March 31, 1978 as Instrument No. 60979, of Official Records](#)
Affects: A portion abutting Highway 71 Freeway

19. A covenant and agreement upon and subject to the terms and conditions therein

Recorded: [December 21, 1981, as Instrument No. 234928, of Official Records](#)

Reference is hereby made to said document for full particulars.

Among other things, said document provides:

EXCEPTIONS
(Continued)

Restricts Horsethief Canyon Ranch and their successive owners from instituting any actions at law or in equity to seek damages arising from or to enjoin such operations of Pacific Clay/Chas. J. Biddle, et al. on said property.

Affects: The herein described land and other land.

20. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: General Telephone Company of California, a corporation
Purpose: Public utilities
Recorded: [June 25, 1984 as Instrument No. 135650, of Official Records](#)
Affects: That portion of said land as described in the document attached hereto.

21. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: Southern California Edison Company
Purpose: Public utilities
Recorded: [March 1, 1990 as Instrument No. 75098, of Official Records](#)
Affects: That portion of said land as described in the document attached hereto.

22. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: Pacific Clay Products Inc.
Purpose: Roadway
Recorded: [October 1, 1990 as Instrument No. 363079, of Official Records](#)
Affects: That portion of said land as described in the document attached hereto.

23. The terms, covenants and provisions of that certain Development Agreement executed by and between City of Lake Elsinore and Brighton Alberhill Associates recorded [July 23, 1990 as Instrument No. 269654](#) and the effect of any failure to comply with same.

Amendment No. 1 to Development Agreement between the City of Lake Elsinore and Brighton Alberhill Associates for Alberhill Ranch Development recorded [October 8, 1991 as Instrument No. 348094, Official Records](#).

24. Any boundary discrepancies, rights or claims which may exist or arise as disclosed by a record of survey

Record of Survey No.: [in Book 88, page 76 of Records of Survey](#)

25. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: Elsinore Valley Municipal Water District, a public agency
Purpose: Water pipeline and access road together with ingress and egress
Recorded: [October 10, 1996 as Instrument No. 397698, of Official Records](#)
Affects: That portion of said land as described in the document attached hereto.

EXCEPTIONS
(Continued)

26. A document entitled "Temporary Operations and Permanent Maintenance Easement Agreement", dated December 30, 2004 executed by T.T. Group, Inc., subject to all the terms, provision(s) and conditions therein contained, recorded [December 30, 2004 as Instrument No. 2004-1036505, Official Records.](#)
27. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)
- In Favor of: Southern California Edison Company
Purpose: Stub poles, guy wires, anchors and other appurtenant fixtures and/or equipment needed for anchorage purposes
Recorded: [December 19, 2008 as Instrument No. 2008-0663894, of Official Records](#)
Affects: That portion of said land as described in the document attached hereto.
28. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)
- In Favor of: Southern California Edison Company
Purpose: Stub poles, guy wires, anchors and other appurtenant fixtures and/or equipment needed for anchorage purposes
Recorded: [January 27, 2009 as Instrument No. 2009-0038387, of Official Records](#)
Affects: That portion of said land as described in the document attached hereto.
29. Easement(s) for the purpose(s) shown below and rights incidental thereto as condemned by an instrument,
- Entitled: Final Order of Condemnation
Court: Superior Court of the State of California
Case No.: RIC 495874
In favor of: Santa Ana Watershed Project Authority, a public agency
Purpose: pipeline easement for public uses
Recording Date: September 23, 2010
Recording No: [2010-0456581 of Official Records](#)
Affects: A portion of the Land described herein.
30. A deed of trust which purports to secure performance of an agreement referred to therein, and any other obligations secured thereby
- Dated: not shown
Trustor/Grantor: Castle & Cooke Lake Elsinore West, Inc., a California corporation
Trustee: American Securities Company, a California corporation
Beneficiary: Wells Fargo Bank, National Association
Reference: Loan No. 1008440
Recording Date: December 28, 2012
Recording No: [2012-0634040 of Official Records](#)
- A Substitution of Trustee and Partial Reconveyance releasing a portion of land from said Deed of Trust recorded February 16, 2016 [as Instrument No. 2016-0059124](#) of Official records.
31. An assignment of all moneys due, or to become due as rental or otherwise from said Land, to secure payment of an indebtedness, shown below and upon the terms and conditions therein

EXCEPTIONS
(Continued)

Amount: \$340,000,000.00
Assigned to: Wells Fargo Bank, National Association
Assigned By: Castle & Cooke Lake Elsinore West, Inc., a California corporation
Recording Date: December 28, 2012
Recording No: [2012-0634041 of Official Records](#)

A Substitution of Trustee and Partial Reconveyance releasing a portion of land from said Assignment of Leases and Rents recorded February 16, 2016 [as Instrument No. 2016-0059124](#) of Official records.

- 32. Water rights, claims or title to water, whether or not disclosed by the public records.
- 33. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
- 34. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

END OF EXCEPTIONS

REQUIREMENTS SECTION

1. Before issuing its policy of title insurance, the Company will require evidence, satisfactory to the Company, that
- Corporation name: **Castle & Cooke Commercial-CA, Inc., a California corporation**
- a) is validly formed on the date when the documents in this transaction are to be signed;
 - b) is in good standing and authorized to do business in the state or country where the corporation was formed;
and
 - c) has complied with the “doing business” laws of the State of California.

END OF REQUIREMENTS

INFORMATIONAL NOTES SECTION

1. None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
2. The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land Undeveloped Land properties, known as Ridge / VTTM 35001, located within the city of Riverside, California, , to an Extended Coverage Loan Policy.
3. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

END OF INFORMATIONAL NOTES

Ken Cyr & Mark Franklin (SD/BS)/gp

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, “FNF”, “our” or “we”) respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the “Website”). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, “Personal Information”): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver’s license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a “cookie” to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the **Third Party Opt Out** section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as “clear gifs”). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the **Third Party Opt Out** section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at <http://www.aboutads.info>.
- For those in the U.K., you can opt-out via the IAB UK’s industry opt-out at <http://www.youronlinechoices.com>.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, “Third Parties”) who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF’s, FNF’s affiliates and third parties’ products and services.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this

Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask

individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

FNF Compliance with California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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EFFECTIVE AS OF: MAY 1, 2015

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the field rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for each discount. These discounts only apply to transaction involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

FNF Underwritten Title Company

CTC - Chicago Title Company

FNF Underwriter

CTIC - Chicago Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge within the following time period from the date of the report.

DISASTER LOANS (CTIC)

The charge for a lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 40% to 50% of the appropriate title insurance rate, depending on the type of coverage selected.

EMPLOYEE RATE (CTC and CTIC)

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

ATTACHMENT ONE
CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;

- d. improvements on the Land;
- e. land division; and
- f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% % of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% % of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

(Except as provided in Schedule B - Part II, (t or T)his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

(PART I

(The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of: (The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
- 7. (Variable exceptions such as taxes, easements, CC&R's, etc. shown here.)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (04-02-15)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
- 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.

8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY
OF ANY KIND IS ASSUMED BY THE COUNTY OF RIVERSIDE OR THE
ASSESSOR'S OFFICE FOR ANY LOSS OR DAMAGE TO ANY PERSON OR
PROPERTY MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

FEB 07 2011

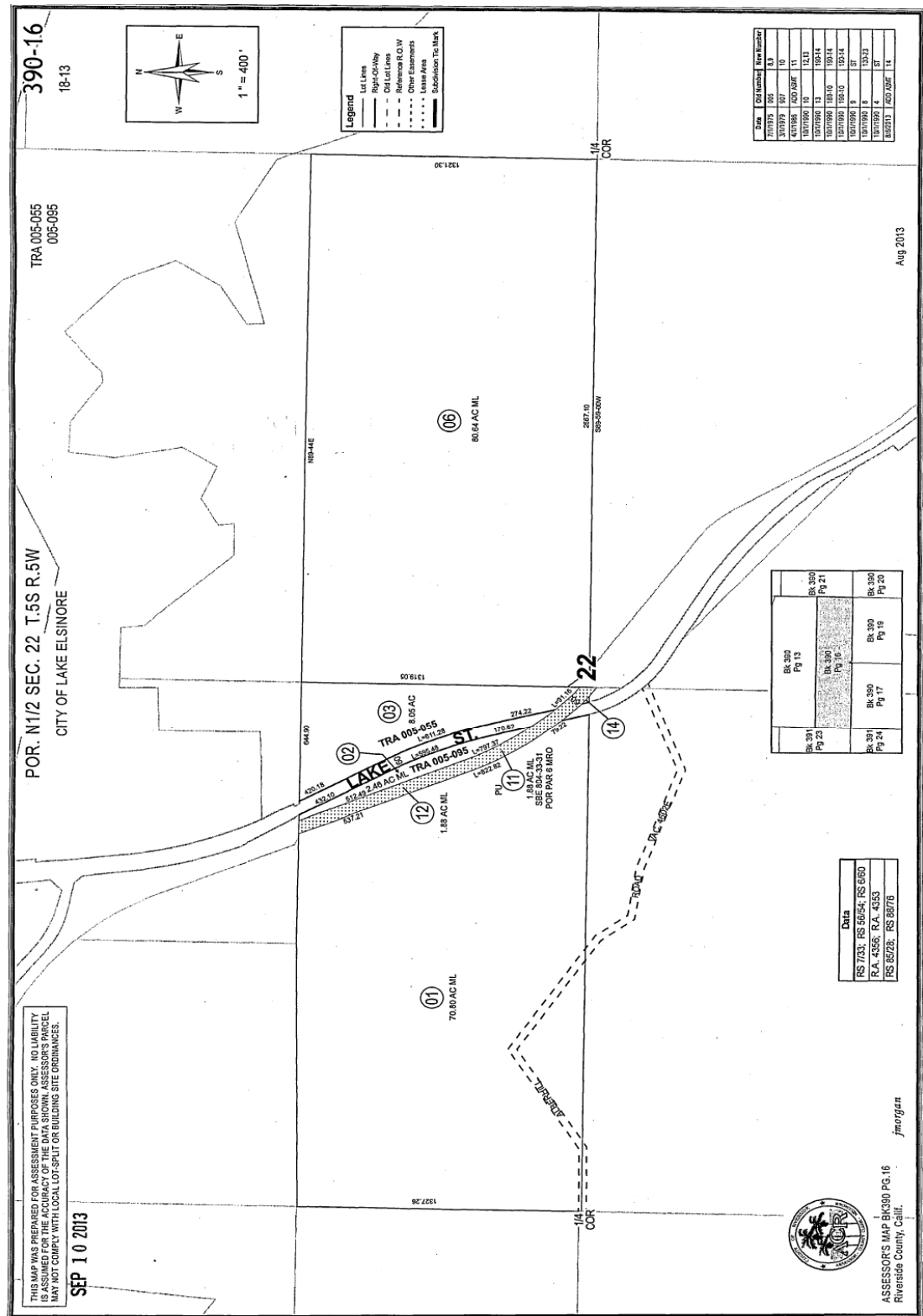
SEC 21, T3S, R3W
CITY OF LAKE ELSINORE

TRA 005-083
005-063

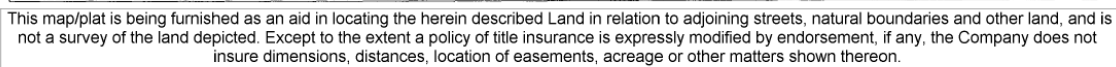
389-02
18-7-8

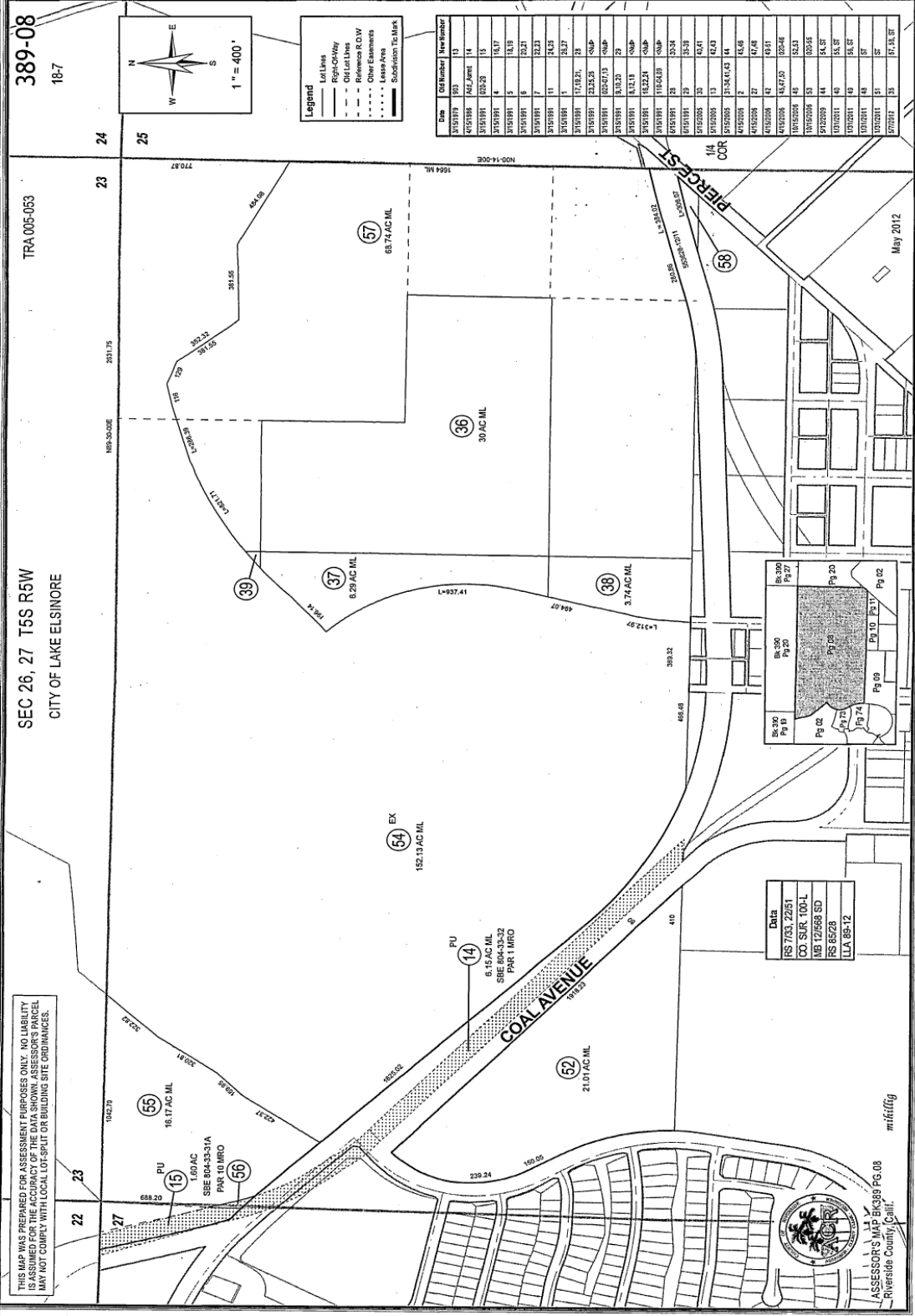


is map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.





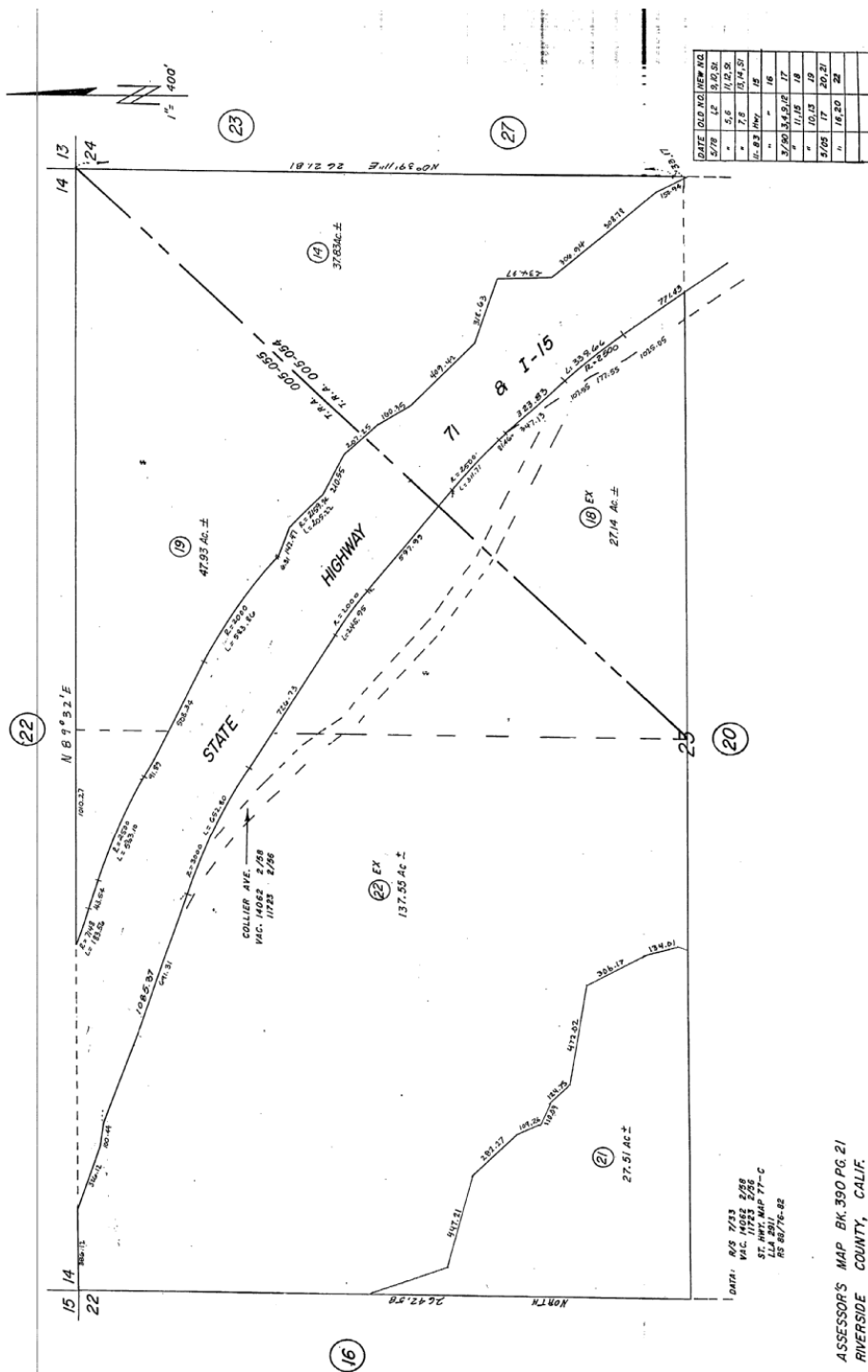
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

T.R.A. 005-054 , 390-21
005-055 , 18-3

POR. N1/2 SEC. 23, T.5S.R.5W.

THE MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY
IS ASSUMED BY THE COUNTY ASSESSOR'S OFFICE FOR ANY INACCURACIES
MAY NOT COMPLY WITH LOCAL ORDINANCES OR BUILDING CODES.

MAY 04 2005



MINUTES

**CITY COUNCIL and SUCCESSOR AGENCY
TO THE REDEVELOPMENT AGENCY
OF THE CITY OF LAKE ELSINORE
REGULAR MEETING
CITY OF LAKE ELSINORE
EVMWD BOARDROOM, 31315 CHANEY STREET
LAKE ELSINORE, CALIFORNIA**

TUESDAY, DECEMBER 11, 2012

CALL TO ORDER - 5:00 P.M.

Mayor Tisdale called the meeting to order at 5:07 p.m.

ROLL CALL

PRESENT: Mayor Tisdale
Mayor Pro Tem Hickman
Council Member Johnson
Council Member Magee
Council Member Manos

ABSENT: None

Also present: City Attorney Leibold, City Manager Yates, and City Clerk Bloom.

CITY COUNCIL CLOSED SESSION

- (1a) CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to subdivision (b) of Gov't Code
Section 54956.9: 2 potential cases

City Attorney Leibold announced that the City Council would be meeting in Closed Session to discuss Agenda Item No. 1a.

PUBLIC COMMENTS

None

Mayor Tisdale adjourned the meeting into Closed Session at 5:08 p.m. The Closed Session adjourned at 6:08 p.m.

CALL BACK TO ORDER - 7:00 P.M.

Mayor Tisdale called the meeting back to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Council Member Manos led the pledge of allegiance.

ROLL CALL

PRESENT: Mayor Tisdale
Mayor Pro Tem Hickman
Council Member Johnson
Council Member Magee
Council Member Manos

ABSENT: None

Also present: City Attorney Leibold, City Manager Yates, City Clerk Bloom, Director of Lake, Parks and Recreation Kilroy, Director of Administrative Services Riley, Public Works Director Seumalo, Acting Planning Manager MacHott, Management Analyst Carlson, Parks & Recreation Manager Davis, Fire Chief Barr and Police Chief Kennedy-Smith.

CLOSED SESSION REPORT

City Attorney Leibold announced that the City Council met in Closed Session to discuss Agenda Item No. 1a; no reportable action taken.

PRESENTATIONS / CEREMONIALS

- Certificate of Recognition of Council Member Melissa Melendez
- Certificate of Recognition of Council Member Peter Weber
- Introduction of new Community Services Officer (CSO) Roxanne Baca of the Crime Free Multi Housing Program

Mayor Tisdale presented a Certificate of Recognition to out-going Council Member Melendez for her years of service on the City Council. Assembly Member Melendez congratulated the new members serving the City Council and City Manager Yates.

Mayor Tisdale presented a Certificate of Recognition to out-going Council Member Peter Weber. He thanked Mr. Weber for his 14 months of service to the City of Lake Elsinore. Mr. Weber thanked his family for allowing him to serve on the Council. He stated that the City was in a good position for taking leadership from Assembly Member Melendez and Supervisor Jeffries, both who are strong advocates for Lake Elsinore.

Police Chief Kennedy-Smith introduced Roxanne Baca who will be representing the City of Lake Elsinore as the new Community Service Officer. Ms. Baca thanked the City Council for the opportunity and is looking forward to launching the Crime Free Multi-Housing and Neighborhood Watch Programs.

PUBLIC COMMENTS – NON-AGENDIZED ITEMS – 1 MINUTE

None

CONSENT CALENDAR

(2) Approval of Minutes

Recommendation: It is recommended that the City Council approve the Minutes of the Special City Council Meeting of December 4, 2012.

(3) Warrant List dated November 15 & 29, 2012

Recommendation: Receive and file Warrant lists dated November 15 & 29, 2012.

(4) Investment Report for October 2012

Recommendation: Receive and file report.

(5) Waiver for Serving Alcohol in Public at Wild Wild West BBQ Championship Special Event

Recommendation: It is recommended that the City Council waive the Lake Elsinore Municipal Code section 9.28.030 Furnishing alcoholic beverages in public for the proposed Wild Wild West BBQ Championship Special Event, subject to compliance with all other conditions for the event as approved by the City Manager.

(6) Notice of Completion Slope and Drainage Repairs Various Locations Project No. 4366

Recommendations: It is recommended that the City Council: A) Accept the improvements into the City Maintained System; B) Approve Final Contract Change Order No. 1 for Landmark Site Contractors in the amount of \$16,949.35; C) File the Notice of Completion with the County Recorder; and D) Release all retention monies 35 days after the filing of the Notice of Completion

(7) Notice of Completion Boat Launch Facility Improvement Project No. 4237

Recommendation: It is recommended that the City Council: A) Approve Contract Change Order No. 1 to Fiber Docks in the amount of \$27,973.88; B) Approve final contract change order to Reyes Construction for \$49,771; C) Authorize the use of available unallocated revenue funds in the amount of \$26,752.76; D) File the Notice of Completion with the County Recorder; and E) Release all retention monies 35 days after the filing of the Notice of Completion.

(8) Annual Adoption of Investment Policy

Recommendation: It is recommended that the City Council approve the City's investment policy.

It was moved by Mayor Pro Tem Hickman and seconded by Council Member Manos to approve all the items under the Consent agenda; the motion passed unanimously.

PUBLIC HEARING(S)

- (9) Zoning Code Amendment No. 2012-03 – Modifying the City of Lake Elsinore Municipal Code, Title 17 – Zoning, to add “Emergency Shelter,” “Transitional” and “Supportive Housing” to Chapter 17.08 – Definitions; to add Emergency Shelter as a Permitted Use Within the Commercial Manufacturing (CM) and General Manufacturing (M2) Zones; and to add Transitional and Supportive Housing as a Permitted Use Within the High Density Residential (R3), Residential Mixed-Use (RMU) and Commercial Mixed-Use (CMU) Zones; as Required by the State of California Senate Bill 2. (Continued from the City Council Hearing of October 23, 2012)

Recommendation: It is recommended that the City Council introduce by title only and waive further reading of **Ordinance No. 2012-1309** ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE ELSINORE, CALIFORNIA, AMENDING THE LAKE ELSINORE MUNICIPAL CODE, TITLE 17 – ZONING, ADDING “EMERGENCY SHELTER,” “TRANSITIONAL HOUSING,” AND “SUPPORTIVE HOUSING” TO CHAPTER 17.08 – DEFINITIONS, AND ADDING THESE USES AS PERMITTED WITHIN VARIOUS CHAPTERS, by roll-call vote.

Mayor Tisdale opened the Public Hearing at 7:16 p.m. Acting Planning Manager MacHott provided a review of the item to the City Council.

Tim Fleming stated that there was a need for adequate safe guards to maintain continuity within the zoning designations. He indicated the concerns were mostly with the transitional and supportive housing issues.

Mayor Tisdale closed the Public Hearing at 7:21 p.m.

Council Member Magee thanked staff for bringing this item back with a reduction of the overall area that was eligible for these activities.

Mayor Pro Tem Hickman asked if an individual could be referred to HOPE if he was looking for temporary housing. Mayor Pro Tem Hickman stated that he was in support of this project.

Council Member Manos stated that he liked the proximity to the shopping centers, and public transportation.

Council Member Johnson stated that the definitions of the three types of housing were clearly stated.

It was moved by Council Member Johnson and seconded by Council Member Magee to introduce by title only and waive further reading of **Ordinance No. 2012-1309** ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE ELSINORE, CALIFORNIA, AMENDING THE LAKE ELSINORE MUNICIPAL CODE, TITLE 17 – ZONING, ADDING “EMERGENCY SHELTER,” “TRANSITIONAL HOUSING,” AND “SUPPORTIVE HOUSING” TO CHAPTER 17.08 – DEFINITIONS, AND ADDING THESE USES AS PERMITTED WITHIN VARIOUS CHAPTERS; the motion passed unanimously by a roll-call vote.

- (10) Vesting Tentative Tract Map (VTTM) No. 35001 - A Request to Subdivide 400.3 Acres of Land into 1,062 Total Numbered Lots (1,056 Single-Family Residential, 1 High Density Residential, 2 Suburban Village Commercial, 1 Commercial, 1 EVMWD Tank Site, and 1 Detention Basin) and 2 Public Parks. The Tract Map is Located On the East Side of Lake Street, Near the Northeast Corner of Nichols Road and Lake Street

Recommendation: Adopt **Resolution No. 2012-052** adopting findings that the project identified as Vested Tentative Tract Map No. 35001 is in compliance with the Multiple Species Habitat Conservation Plan (MSHCP).

Adopt **Resolution No. 2012-053** adopting findings to certify Addendum No. IV to the Alberhill Ranch Specific Plan Final Environmental Impact Report (State Clearinghouse No. 88090517).

Adopt **Resolution No. 2012-054** approving Vesting Tentative Tract Map No. 35001 based on the Findings and Exhibits, and subject to the attached Conditions of Approval.

Mayor Tisdale opened the Public Hearing at 7:26 p.m. Acting Planning Manager MacHott presented the report to Council. Tom Tomlinson thanked Council and staff for working with Castle and Cooke on their plan. He stated that the project is consistent with the original development agreement, and the EIR takes into account the lot lines. He stated that Castle and Cooke had been working with the School District which does not feel the need for an additional school at this time. He stated that he agrees to the Conditions of Approval. Steve Miles, attorney representing Castle and Cooke, noted that the Brighton Development Agreement is not before City Council, however it is related to this project and the applicant felt it was important to brief the Council on the nature of the fundamental vested property rights.

Mayor Tisdale closed the Public Hearing at 7:40 p.m.

Council Member Magee noted that the development agreement is not on the agenda. He thanked staff and the applicant for the significant progress made on the area of parks and preserving the historical Butterfield Stage Coach Bridge structures. He stated that the trail

head at the tip of the project recognizes 600 acres of preserved habitat area that ties into an existing trail that is already used.

Council Member Manos commended the City Council for holding a standard for the residents, and thanked Castle and Cooke for including fully developed parks for the area.

Mayor Pro Tem Hickman thanked City Manager Yates and staff for the new attitude that was coming forth and looks forward to this project coming to fruition.

It was moved by Council Member Manos and seconded by Mayor Pro Tem Hickman to approve and adopt **Resolution No. 2012-052** adopting findings that the project identified as Vested Tentative Tract Map No. 35001 is in compliance with the Multiple Species Habitat Conservation Plan (MSHCP); motion passed unanimously.

It was moved by Council Member Johnson and seconded by Council Member Magee to approve and adopt **Resolution No. 2012-053** adopting findings to certify Addendum No. IV to the Alberhill Ranch Specific Plan Final Environmental Impact Report (State Clearinghouse No. 88090517); motion passed unanimously.

It was moved by Council Member Johnson and seconded by Council Member Manos to approve and adopt **Resolution No. 2012-054** approving Vesting Tentative Tract Map No. 35001 based on the Findings and Exhibits, and subject to the attached Conditions of Approval; motion passed unanimously.

- (11) Commercial Design Review No. 2012-06 – A Request to Establish and Operate an 8,320 Square Foot Family Dollar Retail Store on Property Located at the Northwest Corner of Riverside Drive and Walnut Drive (APN 379-222-001,-002,-003, and -008).

Recommendation: It is recommended that the City Council adopt Resolution No. 2012-056 approving Commercial Design Review No. 2012-06 based on the Findings and Exhibits, and subject to the Conditions of Approval.

Mayor Tisdale opened the Public Hearing at 7:50 p.m. Acting Planning Manager MacHott provided an overview of the project to Council. Frances Chu, architect for the project thanked Council and staff for allowing this project to come before Council. Mayor Tisdale closed the Public Hearing at 7:52 p.m.

Council Member Johnson asked what is the classification of this project. Acting Planning Manager MacHott answered that this project sells dry goods, not groceries. Christy Kendal with Buzz Development indicated that the items sold are in comparison to a Wal-Mart or Target store.

Council Member Magee thanked staff for making the necessary findings to make this project exempt from CEQA, and thanked the applicant for encouraging more future commercial development. He asked if Caltrans had approved the driveway locations on

Walnut and Highway 74. Public Works Director Seumalo stated that Caltrans had approved the location of the driveways.

Council Member Manos thanked staff for putting this project together and noted that this project was a great fit for the area.

It was moved by Council Member Manos and seconded by Council Member Magee to adopt Resolution No. 2012-056 approving Commercial Design Review No. 2012-06 based on the Findings and Exhibits, and subject to the Conditions of Approval; motion passed unanimously.

APPEAL(S)

None

BUSINESS ITEM(S)

(12) Rosetta Canyon Fire Station - Station #97

Recommendation: It is recommended that the City Council: A) Approve and authorize the Mayor to execute A Cooperative Agreement To Provide Fire Protection, Fire Prevention, Rescue And Medical Emergency Services For The City Of Lake Elsinore (Fiscal Year 2012/13 Through 2015/2016); and B) Approve and authorize the Mayor to execute the Implementation Agreement Between The City Of Lake Elsinore And The County Of Riverside To Share The Cost Of A Quint Fire Truck.

City Manager Yates provided an overview of the item to Council. He introduced Fire Chief Barr to review specifics. City Manager Yates stated that this Fire Station would be staffed by four members to include one paramedic. He stated that it is planned to have the station open by July 1, 2013 and the County of Riverside would provide one engineer and the City would provide the staffing.

Council Member Magee stated that the City had been working on this project since 2007 and that Mayor Tisdale made this project happen. He stated that the City would receive funds from those who were receiving the benefits. He announced that the agreement reduced the City's capital equipment costs, annual staffing costs, final building and finish costs and allows the City to have a fully operational fire station in less than seven months.

Council Member Manos agreed with Council Member Magee's gratitude towards Mayor Tisdale's efforts. He added that gratitude should also go to the County of Riverside for stepping up to the plate for picking up their fair share of the costs.

Mayor Pro Tem Hickman thanked Mayor Tisdale for making this project come to fruition.

Mayor Tisdale stated that he met with County Supervisor Buster to discuss this project. He stated with the help of Interim City Manager Evans, they were able to get this project accomplished.

It was moved by Council Member Magee and seconded by Mayor Pro Tem Hickman to approve and authorize the Mayor to execute A Cooperative Agreement To Provide Fire Protection, Fire Prevention, Rescue And Medical Emergency Services For The City Of Lake Elsinore (Fiscal Year 2012/13 Through 2015/2016); and approve and authorize the Mayor to execute the Implementation Agreement Between The City Of Lake Elsinore And The County Of Riverside To Share The Cost Of A Quint Fire Truck; the motion passed unanimously.

(13) Purchase of New Police Motorcycle

Recommendation: It is recommended that the City Council approve the purchase of one BMW R1200RT-P police motorcycle from BMW of Riverside (lowest bid) using the approved budgeted money from FY 2012-2013 Police Services Budget.

Police Chief Kennedy-Smith provided an overview of the request to Council. She clarified that the lowest bid was not from Escondido as stated, but from Riverside.

Council Member Manos asked if this would be a lease or purchase. Police Chief Kennedy-Smith stated that it would be a purchase, and owned by the City.

Council Member Johnson pointed out the comparison as far as the reasons why the City selected the BMW to the Honda Motorcycle. She indicated BMW specializes in law enforcement motorcycles and could be purchased for less money.

It was moved by Council Member Johnson and seconded by Mayor Pro Tem Hickman to approve the purchase of one BMW R1200RT-P police motorcycle from BMW of Riverside (lowest bid) using the approved budgeted money from FY 2012-2013 Police Services Budget; motion passed unanimously.

(14) Mayor's Recommended Council Appointments

Recommendation: It is recommended that the City Council discuss and approve the Mayor's recommendations as to Council appointments to the various other governmental agency committees.

City Clerk Bloom introduced this item to the City Council and clarified that she was contacted by the Northwest Mosquito Vector Control District requesting Council to clarify the term of office of either two vs. four years for its appointee and that all other appointments are for a one-year term. Mayor Tisdale pointed out that the Vector Control District could be held by a Council Member or community member. He indicated that former Council Member Buckley has expressed his interest of continuing to serve on that board.

Council Member Magee stated that Northwest Mosquito Vector Control District did not have any Council representation for over 20 years until it was brought to the Council's attention by former Council Member Buckley. He stated that Mr. Buckley researched the issues and requested that the City Council appoint him in 2003 and since that time he has served on this committee. Council Member Manos indicated that this is the only organization that was not being headed by a Council Member. He stated that he would be willing to step into the position should no one else on the Council be interested.

It was moved by Mayor Pro Tem Hickman and seconded by Council Member Manos to appoint Council Member Manos to serve on the Northwest Mosquito Vector Control District.

Subsequent motion by Council Member Magee and seconded by Council Member Johnson to adopt Mayor Tisdale's recommendations as submitted; the vote passed 3-2 with Council Members Manos and Hickman voting no.

City Clerk Bloom requested a point of clarification on the term of appointment for this committee. It was moved by Council Member Magee and seconded by Council Member Manos to have the Northwest Mosquito Vector Control District term set at two years; the motion passed unanimously.

(15) City Membership with the League of California Cities

Recommendation: It is recommended that the City Council review the benefits afforded by membership with the League of California Cities to the Council, Commissioners and Staff; and to authorize that membership be reinstated at this time in the amount of \$14,278.

City Clerk Bloom presented an overview of the request to Council. Erin Sasse of the League of California Cities provided an overview of the benefits the League provides to its members.

Council Member Manos stated that one of his first questions presented to City Manager Yates was which legislation affects the City and believes that the League of California Cities can fill the role of keeping the Council informed.

Mayor Pro Tem Hickman indicated that the City did not renew the membership with the League of California Cities last year due to the decline in the economy. He stated that the City did donate money for many of the causes. City Clerk Bloom stated that the League of California Cities is key to the operation of the City Clerk's office in that it is utilized for research purposes on a daily basis as well as training for staff.

It was moved by Council Member Manos and seconded by Council Member Johnson to review the benefits afforded by membership with the League of California Cities to the Council, Commissioners and Staff; and to authorize that membership be reinstated at this time in the amount of \$14,278; the motion passed unanimously.

(16) Annual Streetscape Maintenance Contract FY 2012/13

Recommendation: It is recommended that City Council: A) Approve the Services Contract between the City and CTAI Pacific Greenscape for maintenance of all City streetscapes identified in Exhibit B of the Contract documents for the amount not to exceed \$156,829.40 per year; and B) Consider up to four (4) 1 – year extensions upon successful annual review and recommendation by staff.

Director of Public Works Seumalo provided an overview of the item to Council. Mayor Pro Tem Hickman asked if CTAI Pacific Greenscape was responsible for collection of the trash containers on Main Street. Director Seumalo indicated that City staff was responsible for Main Street trash containers.

It was moved by Mayor Pro Tem Hickman and seconded by Council Member Manos to approve the Services Contract between the City and CTAI Pacific Greenscape for maintenance of all City streetscapes identified in Exhibit B of the Contract documents for the amount not to exceed \$156,829.40 per year; and consider up to four (4) 1 – year extensions upon successful annual review and recommendation by staff; the motion passed unanimously.

(17) Annual Reorganization of the City Council to Select the Mayor and Mayor Pro Tem

RECOMMENDATION: It is recommended that the City Council yield the chair to the City Clerk to open the nomination process for the office of Mayor, receive nominations, close the nominations and conduct a roll call vote; then the newly selected Mayor will assume the chair and open the nomination process for the office of Mayor Pro Tem, receive nominations, close the nominations and conduct a roll call vote.

Mayor Tisdale indicated that City Clerk Bloom would be providing an overview of the item to Council. He thanked staff for all the hard work that has been completed which made it easier on the Mayor and indicated that many good things have been accomplished. He stated that he is happy that the City of Lake Elsinore is in a better place than before.

City Clerk Bloom opened the floor for nominations for Mayor. It was moved by Council Member Johnson to appoint Council Member Magee as Mayor; the vote passed unanimously. Mayor Magee thanked the Council for the appointment.

Mayor Magee opened the floor for nominations for Mayor Pro Tem. It was moved by Mayor Magee to appoint Council Member Johnson as Mayor Pro Tem; the motion passed 3-2 with Council Members Hickman and Manos both voting no.

Mayor Magee presented Council Member Tisdale a plaque of appreciation for serving as Mayor of the City of Lake Elsinore and for all his achievements for the past 14 months. Mayor Magee presented a plaque of appreciation to Treasurer Baldwin for serving as Treasurer for the City over the past four years. Treasurer Baldwin said he looked forward to the next four years serving as Treasurer.

SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF LAKE ELSINORE

CONSENT CALENDAR

(SA1) Warrant List dated November 15 & 29, 2012

Recommendation: Receive and file Warrant list dated November 15 & 29, 2012.

(SA2) Investment Report for October 2012

Recommendation: Receive and file report.

It was moved by Agency Member Tisdale and seconded by Agency Member Hickman to approve the Successor Agency Consent agenda; the motion passed unanimously.

BUSINESS ITEM(S)

(SA3) Stadium Interim Management Agreement

Recommendation: Approve and authorize the City Manager to execute the Stadium Interim Management Agreement dated January 1, 2013 between the Successor Agency of the Redevelopment Agency of the City of Lake Elsinore and the Lake Elsinore Storm LP in substantially the form attached and in such final form as approved by the City Attorney.

Agency Counsel Leibold provided an overview of the proposed Agreement to the Agency. Agency Member Tisdale noted that the Storm is a good partner for the Successor Agency/City and indicated that the Storm provides great service to the Successor Agency/City and the community.

Agency Member Manos stated that he liked the contract as it benefitted the Successor Agency/City and was a win-win situation.

Agency Member Johnson thanked the City Attorney and City Manager Yates for working together with the Stadium.

It was moved by Agency Member Tisdale and seconded by Agency Member Manos to approve and authorize the City Manager to execute the Stadium Interim Management Agreement dated January 1, 2013 between the Successor Agency of the Redevelopment Agency of the City of Lake Elsinore and the Lake Elsinore Storm LP in substantially the form and in such final form as approved by the City Attorney; the motion passed unanimously.

Dave Oster with the Storm Stadium thanked the Agency, City Manager and City Attorney for all their help and support of the project.

The City Council recessed and convened to the Public Financing Authority at 8:49 p.m.
The City Council reconvened at 8:53 p.m.

PUBLIC COMMENTS – NON-AGENDIZED ITEMS – 3 MINUTES

None

CITY MANAGER COMMENTS

None

CITY ATTORNEY COMMENTS

City Attorney Leibold congratulated all the new Council appointees and wished everyone a Merry Christmas.

CITY COUNCIL COMMENTS

Council Member Hickman wished everyone a Happy New Year, Happy Hanukah and Merry Christmas and congratulated everyone in their new positions.

Council Member Manos thanked City Staff, City Attorney Leibold, City Clerk Bloom and City Manager Yates for helping with the transition in the office. He thanked the Council Members for their guidance; thanked Peter Weber for his service on Council; and congratulated Assembly Member Melendez on her new position.

Mayor Pro Tem Johnson commented on how exciting the evening was and wished everyone a safe holiday season.

Council Member Tisdale stated that in September he issued a challenge to raise funds for the Salvation Army and the City of Temecula and Murrieta took up the challenge. He stated that the cities raised over \$2,100 in donations and thanked all the Council Members for helping out. He congratulated Mayor Magee on his appointment as Mayor and thanked City staff for all their help.

Mayor Magee welcomed the new Council Members and reminded everyone that it was not just during the holidays that the public could help those with special needs. He indicated that the PTA at Earl Warren Elementary has a program called No Excuses University which was headed by Angela Brister. He indicated that the Elsinore Princess was in need of funds to save the ship and to get her back to her former glory. He thanked staff and City Manager Yates for all their help to Council and wished his wife Gina a Happy Birthday.


ADJOURNMENT

Mayor Magee adjourned the meeting at 9:01 p.m. to a regular meeting to be held on Tuesday, January 8, 2013 in the EVMWD Boardroom located at 31315 Chaney, Lake Elsinore.



Robert Magee, Mayor
City of Lake Elsinore

ATTEST:



Virginia J. Bloom, City Clerk
City of Lake Elsinore

CITY OF LAKE ELSINORE

CITY COUNCIL AGENDA

BRIAN TISDALE, MAYOR
DARYL HICKMAN, MAYOR PRO TEM
ROBERT MAGEE, COUNCIL MEMBER
NATASHA JOHNSON, COUNCIL MEMBER
STEVE MANOS, COUNCIL MEMBER
GRANT YATES, CITY MANAGER

WWW.LAKE-ELSINORE.ORG
(951) 674-3124 PHONE
ELSINORE VALLEY MUNICIPAL WATER
DISTRICT (EVMWD) BOARDROOM
31315 CHANEY STREET
LAKE ELSINORE, CA 92530

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TUESDAY, DECEMBER 11, 2012

CLOSED SESSION AT 5:00 P.M.
PUBLIC SESSION AT 7:00 P.M.

The City of Lake Elsinore appreciates your attendance. Citizens' interest provides the Council and Agency with valuable information regarding issues of the community.

Meetings are held on the 2nd and 4th Tuesday of every month. In addition, meetings are televised live on Time Warner Cable Station Channel 29 and Verizon subscribers can view the meetings on Channel 31.

Due to the seismic retrofit of the Cultural Center, the City Council has moved its regular meeting location to the Elsinore Valley Municipal Water District (EVMWD) Boardroom located at 31315 Chaney Street, Lake Elsinore. All parking for these meetings is free and is located along Treleven Avenue or at the gravel parking lot on the northwest corner of Treleven and Gedge Avenue. Thank you for your cooperation.

The agenda is posted 72 hours prior to each meeting outside of City Hall and is available at each meeting. The agenda and related reports are also available at the City Clerk's Office on the Friday prior to the Council meeting and are available on the City's website at www.lake-elsinore.org. Any writings distributed within 72 hours of the meeting will be made available to the public at the time it is distributed to the City Council.

In compliance with the Americans with Disabilities Act, any person with a disability who requires a modification or accommodation in order to participate in a meeting should contact the City Clerk's Office at (951) 674-3124 Ext. 262, at least 48 hours before the meeting to make reasonable arrangements to ensure accessibility.

CALL TO ORDER - 5:00 P.M.

ROLL CALL

CITY COUNCIL CLOSED SESSION

- (1a) **CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to subdivision (b) of Gov't Code
Section 54956.9: 2 potential cases

PUBLIC COMMENTS

(Please read & complete a Request to Address the City Council form prior to the start of the City Council meeting and turn it into the City Clerk. The Mayor will call on you to speak when your item is called.)

CALL BACK TO ORDER - 7:00 P.M.

PLEDGE OF ALLEGIANCE

INVOCATION – MOMENT OF SILENT PRAYER

ROLL CALL

CLOSED SESSION REPORT

PRESENTATIONS / CEREMONIALS

- Certificate of Recognition of Council Member Melissa Melendez
- Certificate of Recognition of Council Member Peter Weber
- Introduction of new CSO Roxanne Baca of the Crime Free Multi Housing Program

PUBLIC COMMENTS – NON-AGENDIZED ITEMS – 1 MINUTE

(Please read & complete a Request to Address the City Council form prior to the start of the City Council meeting and turn it into the City Clerk. The Mayor will call on you to speak.)

CONSENT CALENDAR

(All matters on the Consent Calendar are approved in one motion, unless a Council Member or any member of the public requests separate action on a specific item.)

- (2) Approval of Minutes

Recommendation: It is recommended that the City Council approve the Minutes of the Special City Council Meeting of December 4, 2012.

- (3) Warrant List dated November 15 & 29, 2012

Recommendation: Receive and file Warrant lists dated November 15 & 29, 2012.

(4) Investment Report for October 2012

Recommendation: Receive and file report.

(5) Waiver for Serving Alcohol in Public at Wild Wild West BBQ Championship Special Event

Recommendation: It is recommended that the City Council Waive the Lake Elsinore Municipal Code section **9.28.030 Furnishing alcoholic beverages in public** for the proposed Wild Wild West BBQ Championship Special Event, subject to compliance with all other conditions for the event as approved by the City Manager.

(6) Notice of Completion Slope and Drainage Repairs Various Locations Project No. 4366

Recommendations: It is recommended that the City Council: A) Accept the improvements into the City Maintained System; B) Approve Final Contract Change Order No. 1 for Landmark Site Contractors in the amount of \$16,949.35; C) File the Notice of Completion with the County Recorder; and D) Release all retention monies 35 days after the filing of the Notice of Completion

(7) Notice of Completion Boat Launch Facility Improvement Project No. 4237

Recommendation: It is recommended that the City Council: A) Approve Contract Change Order No. 1 to Fiber Docks in the amount of \$27,973.88; B) Approve final contract change order to Reyes Construction for \$49,771; C) Authorize the use of available unallocated revenue funds in the amount of \$26,752.76; D) File the Notice of Completion with the County Recorder; and E) Release all retention monies 35 days after the filing of the Notice of Completion.

(8) Annual Adoption of Investment Policy

Recommendation: It is recommended that the City Council approve the City's investment policy.

PUBLIC HEARING(S)

(9) Zoning Code Amendment No. 2012-03 – Modifying the City of Lake Elsinore Municipal Code, Title 17 – Zoning, to add “Emergency Shelter,” “Transitional” and “Supportive Housing” to Chapter 17.08 – Definitions; to add Emergency Shelter as a Permitted Use Within the Commercial Manufacturing (CM) and General Manufacturing (M2) Zones; and to add Transitional and Supportive Housing as a Permitted Use Within the High Density Residential (R3), Residential Mixed-Use (RMU) and Commercial Mixed-Use (CMU) Zones; as Required by the State of California Senate Bill 2. (Continued from the City Council Hearing of October 23, 2012)

Recommendation: It is recommended that the City Council introduce by title only and waive further reading of **Ordinance No. 2012-1309** ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE ELSINORE, CALIFORNIA, AMENDING THE LAKE ELSINORE MUNICIPAL CODE, TITLE 17 – ZONING, ADDING “EMERGENCY SHELTER,” “TRANSITIONAL HOUSING,” AND “SUPPORTIVE HOUSING” TO CHAPTER 17.08 – DEFINITIONS, AND ADDING THESE USES AS PERMITTED WITHIN VARIOUS CHAPTERS, by roll-call vote.

- (10) Vesting Tentative Tract Map (VTTM) No. 35001 - A Request to Subdivide 400.3 Acres of Land into 1,062 Total Numbered Lots (1,056 Single-Family Residential, 1 High Density Residential, 2 Suburban Village Commercial, 1 Commercial, 1 EVMWD Tank Site, and 1 Detention Basin) and 2 Public Parks. The Tract Map is Located On the East Side of Lake Street, Near the Northeast Corner of Nichols Road and Lake Street

Recommendation: Adopt **Resolution No. 2012-052** adopting findings that the project identified as Vested Tentative Tract Map No. 35001 is in compliance with the Multiple Species Habitat Conservation Plan (MSHCP).

Adopt **Resolution No. 2012-053** adopting findings to certify Addendum No. IV to the Alberhill Ranch Specific Plan Final Environmental Impact Report (State Clearinghouse No. 88090517).

Adopt **Resolution No. 2012-054** approving Vesting Tentative Tract Map No. 35001 based on the Findings and Exhibits, and subject to the attached Conditions of Approval.

- (11) Commercial Design Review No. 2012-06 – A Request to Establish and Operate an 8,320 Square Foot Family Dollar Retail Store on Property Located at the Northwest Corner of Riverside Drive and Walnut Drive (APN 379-222-001,-002,-003, and -008).

Recommendation: It is recommended that the City Council adopt Resolution No. 2012-056 approving Commercial Design Review o. 2012-06 based on the Findings and Exhibits, and subject to the Conditions of Approval.

APPEAL(S)

None

BUSINESS ITEM(S)

- (12) Rosetta Canyon Fire Station - Station #97

Recommendation: It is recommended that the City Council: A) Approve and authorize the Mayor to execute A Cooperative Agreement To Provide Fire Protection, Fire Prevention, Rescue And Medical Emergency Services For The City Of Lake Elsinore (Fiscal Year 2012/13 Through 2015/2016); and B) Approve and authorize the Mayor to execute the Implementation Agreement Between The City Of Lake Elsinore And The County Of Riverside To Share The Cost Of A Quint Fire Truck.

(13) Purchase of New Police Motorcycle

Recommendation: It is recommended that the City Council approve the purchase of one BMW R1200RT-P police motorcycle from BMW of Escondido (lowest bid) using the approved budgeted money from FY 2012-2013 Police Services Budget.

(14) Mayor's Recommended Council Appointments

Recommendation: It is recommended that the City Council discuss and approve the Mayor's recommendations as to Council appointments to the various other governmental agency committees.

(15) City Membership with the League of California Cities

Recommendation: It is recommended that the City Council review the benefits afforded by membership with the League of California Cities to the Council, Commissioners and Staff; and to authorize that membership be reinstated at this time in the amount of \$14,278.

(16) Annual Streetscape Maintenance Contract FY 2012/13

Recommendation: It is recommended that City Council: A) Approve the Services Contract between the City and CTAI Pacific Greenscape for maintenance of all City streetscapes identified in Exhibit B of the Contract documents for the amount not to exceed \$156,829.40 per year; and B) Consider up to four (4) 1 – year extensions upon successful annual review and recommendation by staff.

(17) Annual Reorganization of the City Council to Select the Mayor and Mayor Pro Tem

RECOMMENDATION: It is recommended that the City Council yield the chair to the City Clerk to open the nomination process for the office of Mayor, receive nominations, close the nominations and conduct a roll call vote; then the newly selected Mayor will assume the chair and open the nomination process for the office of Mayor Pro Tem, receive nominations, close the nominations and conduct a roll call vote.

Presentation to Mayor Tisdale
Presentation to City Treasurer Baldwin

SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF LAKE ELSINORE

CONSENT CALENDAR

(All matters on the Consent Calendar are approved in one motion, unless a Council Member or any member of the public requests separate action on a specific item.)

(SA1) Warrant List dated November 15 & 29, 2012

Recommendation: Receive and file Warrant list dated November 15 & 29, 2012.

(SA2) Investment Report for October 2012

Recommendation: Receive and file report.

BUSINESS ITEM(S)

(SA3) Stadium Interim Management Agreement

Recommendation: Approve and authorize the City Manager to execute the Stadium Interim Management Agreement dated January 1, 2013 between the Successor Agency of the Redevelopment Agency of the City of Lake Elsinore and the Lake Elsinore Storm LP in substantially the form attached and in such final form as approved by the City Attorney.

PUBLIC COMMENTS – NON-AGENDIZED ITEMS – 3 MINUTES

(Please read & complete a Request to Address the City Council form prior to the start of the City Council Meeting and turn it in to the City Clerk. The Mayor will call on you to speak.)

CITY MANAGER COMMENTS

- 2012 Perpetual Calendar

CITY ATTORNEY COMMENTS

CITY COUNCIL COMMENTS

ADJOURNMENT

The Lake Elsinore City Council has cancelled the regular meeting of December 25, 2012; therefore, the following regular meeting will be held on Tuesday, January 8, 2013. That meeting will be held at the Elsinore Valley Municipal Water District (EVMWD) Boardroom located at 31315 Chaney Street, Lake Elsinore, CA.

AFFIDAVIT OF POSTING

I, Virginia J. Bloom, City Clerk of the City of Lake Elsinore, do hereby affirm that a copy of the foregoing agenda was posted at City Hall 72 hours in advance of this meeting.

Virginia J. Bloom

Virginia J. Bloom, CMC, City Clerk
City of Lake Elsinore, California



REPORT TO CITY COUNCIL

TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL

FROM: GRANT YATES
CITY MANAGER

DATE: DECEMBER 11, 2012

SUBJECT: VESTING TENTATIVE TRACT MAP (VTTM) NO. 35001 - A REQUEST TO SUBDIVIDE 400.3 ACRES OF LAND INTO 1,062 TOTAL NUMBERED LOTS (1,056 SINGLE-FAMILY RESIDENTIAL, 1 HIGH DENSITY RESIDENTIAL, 2 SUBURBAN VILLAGE COMMERCIAL, 1 COMMERCIAL, 1 EVMWD TANK SITE, AND 1 DETENTION BASIN) AND 2 PUBLIC PARKS. THE TRACT MAP IS LOCATED ON THE EAST SIDE OF LAKE STREET, NEAR THE NORTHEAST CORNER OF NICHOLS ROAD AND LAKE STREET.

Recommendation

1. Adopt **Resolution No. 2012-052** adopting findings that the project identified as Vesting Tentative Tract Map No. 35001 is in compliance with the Multiple Species Habitat Conservation Plan (MSHCP).
2. Adopt **Resolution No. 2012-053** adopting findings to certify Addendum No. IV to the Alberhill Ranch Specific Plan Final Environmental Impact Report (State Clearinghouse No. 88090517)
3. Adopt **Resolution No. 2012-54** approving Vesting Tentative Tract Map No. 35001 based on the Findings and Exhibits, and subject to the attached Conditions of Approval.

Background

On November 13, 2012, proposed Vesting Tentative Tract Map (VTTM) 35001 (the "Project") was reviewed by the City Council. The City Council expressed concerns relating to the amount of park acreage and type of park improvements proposed for the Project and whether they met the City's requirements pursuant to the Quimby Act (California Government Code Section 66477, City Council Resolution No. 85-34, Ordinance No. 572) and the City's Park and Recreation Master Plan. Due to the City Council's identified concerns, the VTTM was continued to the December 11, 2012 meeting with direction to staff to provide additional information.

Following the November 13, 2012 public hearing, City staff met with the project applicant and reached an agreement regarding the park acreage and park improvements that will be provided within VTTM 35001. It was also agreed that these improved parks will meet the City's Quimby Act requirements.

Discussion

The project applicant and landowner, Castle and Cooke, Lake Elsinore West, Inc., proposes Vested Tentative Tract Map No. 35001 (VTTM No. 35001), located within a portion of the Brighton ARSP #1 for future mixed land use. VTTM No. 35001 encompasses approximately 400 acres within a portion of the overall 998-acre Brighton ARSP #1 area for future construction of two public parks totaling 8.5 net acres (5.4 acres and 3.1 acres), a 38.8 acre linear trail area, and up to 1,401 dwelling units and 1,358,000 square feet of commercial and office space.

The requirement for the VTTM based on the City's implementation of the Quimby Act for park dedication is 23.6 acres which is equivalent to 5 acres of parkland per 1,000 residents. In accordance with the Brighton Specific Plan, VTTM 35001 will receive credit for 10.5 acres of previously improved parkland within the 22.4 acre Alberhill Ranch Community Park across Nichols Road to the south within the Murdock Alberhill Ranch Specific Plan (Tract No. 28214-4).

Consistent with the Brighton Specific Plan, the applicant has agreed to dedicate a 5.4 net acre "turnkey" park within the development prior to the final inspection and occupancy of the first residential unit within VTTM 35001. Additionally, the applicant has agreed to dedicate a 3.1 net acre "turnkey" trailhead park prior to issuance of the final inspection and occupancy of the last residential unit within VTTM 35001 Phase 5. These parks will be improved by the developer in compliance with the City's Park and Recreation Master Plan and the attached Conditions of Approval.

VTTM No. 35001 includes a 38.8-acre linear trail area along Lake Street and Nichols Road. The Project applicant has offered to improve the linear trail area with an aquascaped streambed, landscaping and trail improvements and to dedicate the 38.8 acres to the City.

The Fire Department has confirmed that it currently has a 5-minute response time to the project area from existing fire stations. Based upon its service projections, the Fire Department has determined that it will have no need for an additional fire station in the project area for the foreseeable future. Also, the need for a fire station was not required in the CEQA documentation for the project. Therefore, the 2.0-acre future fire station site in VTTM NO. 35001 has been deleted and the developer shall be required to pay fire facility development impact fees (LEMC Section 16.74.049).

The applicant has also agreed to Condition of Approval No. 51 which requires the developer to pay all applicable Engineering Division assessed development impact fees including Stephens' Kangaroo Rat Habitat Fee (K-Rat), Traffic Infrastructure Fee (TIF), and Area Drainage Fee, and Transportation Uniform Mitigation Fee (TUMF).

Environmental Determination

The Addendum EIR is prepared in accordance with Section 15164 of the State CEQA Guidelines and sufficiently evaluates impacts resulting with the proposed VTTM.

EIR Addendum No. IV notes that no significant environmental changes will occur as a result of approving the VTTM No. 35001 project. This conclusion is based on two primary factors. First, the proposed VTTM No. 35001 proposes no changes to the adopted Specific Plan land uses that were analyzed and mitigated through the ARSP EIR and Brighton EIR Addendum. Second, the County acquisition of the remaining approximate 600 acres of the Brighton ARSP #1 area for conservation has reduced the total dwelling units and commercial square footage for the entire Brighton ARSP #1 area. This 60% reduction in Brighton ARSP #1 land use area has lessened the intensity of potential human urban impacts from the planning area in all topical CEQA analysis areas. The CEQA Addendum analysis describes the entire ARSP area, the historical entitlement activity within this ARSP Specific Plan area, and topical analysis of CEQA impacts proposed with the proposed VTTM No. 35001.

Fiscal Impact

The proposed project will have no fiscal impact to the community since no development is proposed at this time.

Prepared by:

Kirt A. Coury 
Project Planner

Reviewed by:

 Richard J. MacHott
Acting Planning Manager

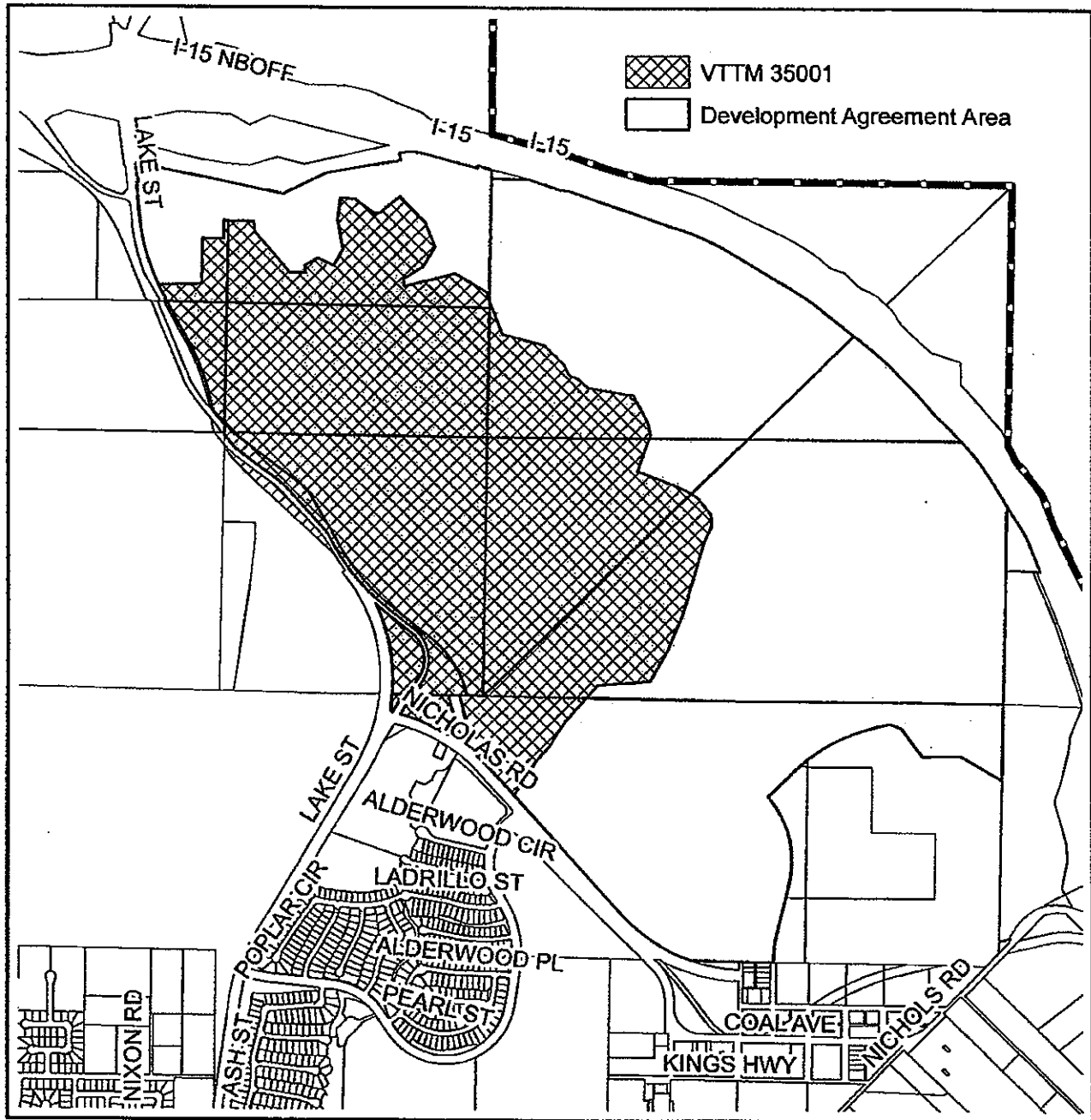
Approved by:

Grant Yates 
City Manager

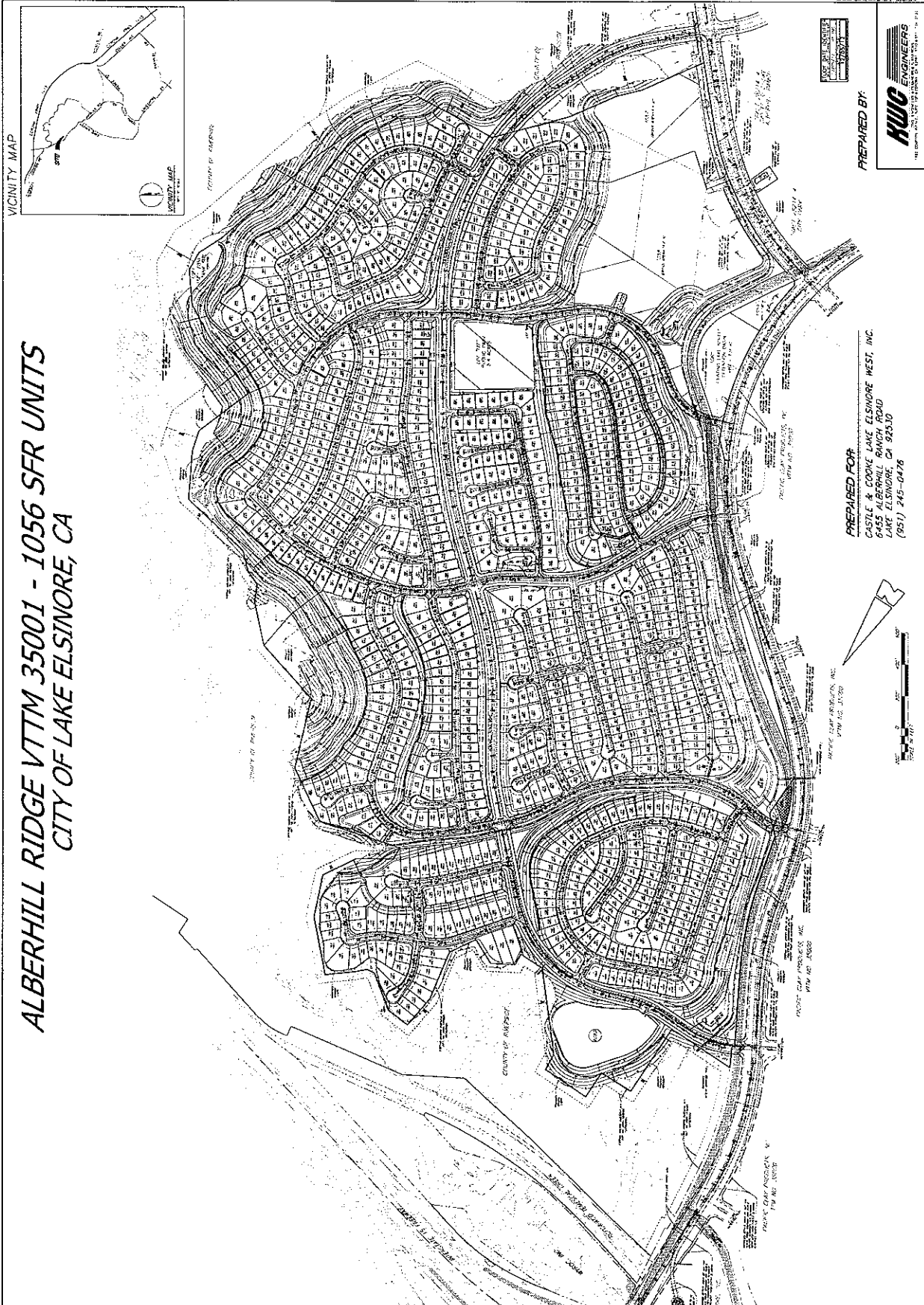
Attachments:

1. Vicinity Map
2. 8 1/2" x 11" Reductions of VTTM 305001
3. City Council Resolution No. 2012-052, Resolution No. 2012-053 and Resolution No. 2012-054
4. Revised Conditions of Approval
5. City Council Staff Report dated November 13, 2012
6. Planning Commission Staff Report dated October 16, 2012
7. Full Sized Plans

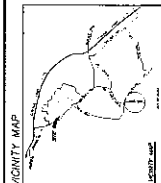
VICINITY MAP
VTTM 35001
DEVELOPMENT AGREEMENT



ALBERHILL RIDGE VTTM 35001 - 1056 SFR UNITS CITY OF LAKE ELSINORE, CA

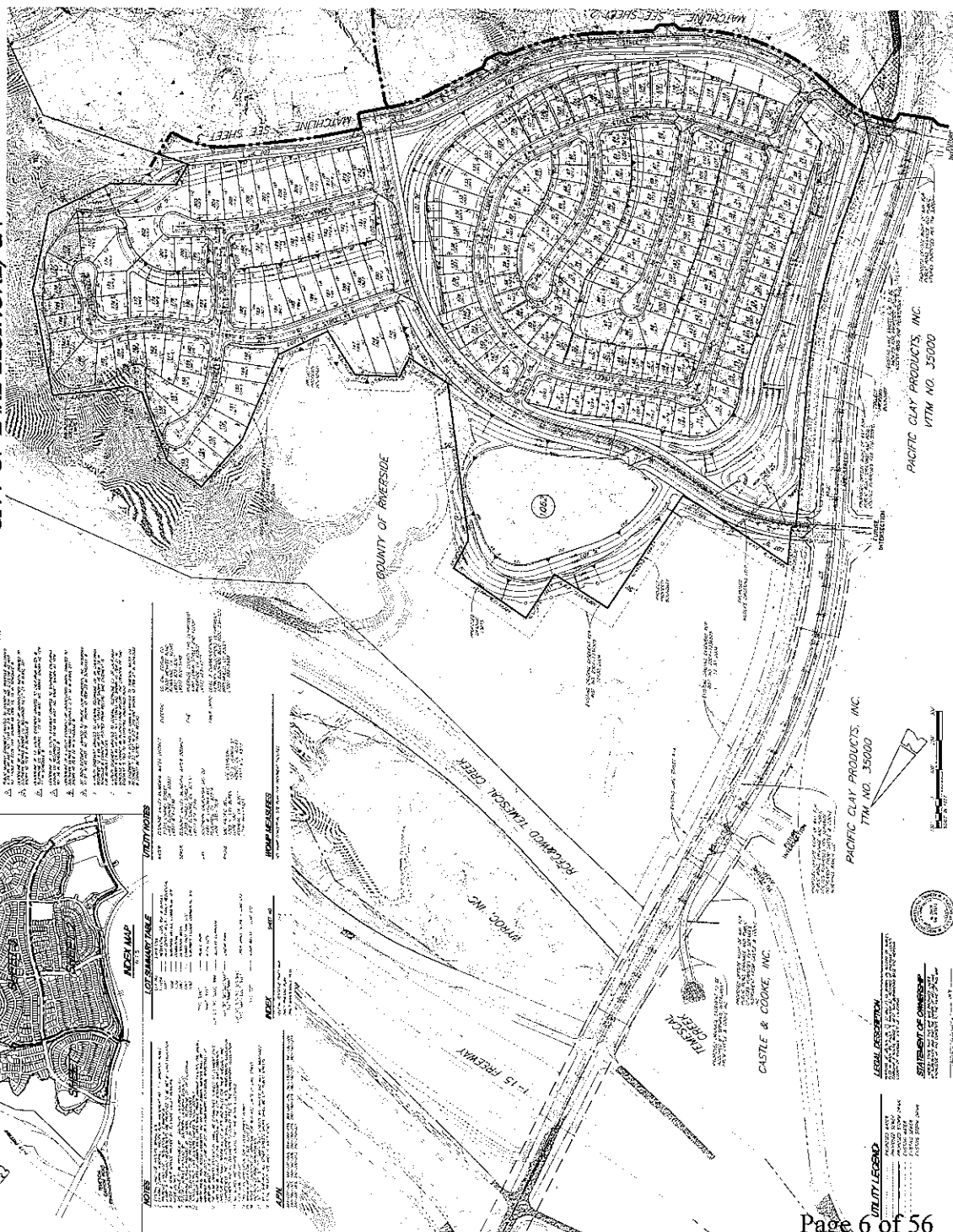


EXERCISE NOTES

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PREPARED FOR:
CASTLE & COOKE LAKE ELSMORE WEST, INC.
6455 ALBERTHILL RANCH ROAD
LAKE ELSMORE, CA 92530
(951) 245-0476

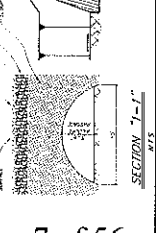
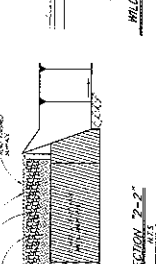
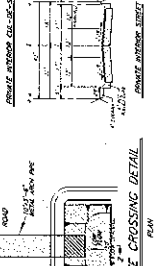
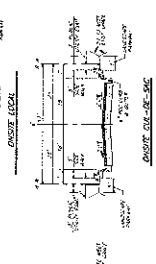
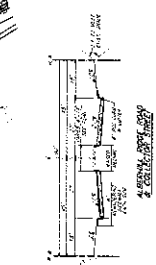
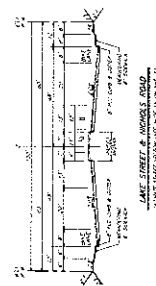
PREPARED BY:

13785
SHEP

ALBERHILL RIDGE - VESTING TENTATIVE TRACT NO. 35001 CITY OF LAKE ELSINORE, CA



PREPARED FOR
CASTLE & COOK, INC. CLAYMORE WEST, INC.
8888 ALBERHILL RANCH ROAD
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PREPARED BY
HUGO
HUGO ENGINEERS
10000 LAKE ELSINORE AVENUE, SUITE 100
LAKE ELSINORE, CA 92530



ALBERHILL RIDGE - VESTING TENTATIVE TRACT NO. 35001
CITY OF LAKE ELSINORE, CA



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 CASTLE & COOK LAKE ELSINORE WEST, INC.
 6555 ALBERHILL RANCH ROAD
 LAKE ELSINORE, CA 92550
 (951) 243-0476

PREPARED BY



[illegible]

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NOTES

QUALITY / 100%

CASTLE & COXWIE LAKE ELSINORE WEST, INC.
6455 ALBERHILL RANCH ROAD
LAKE ELSINORE, CA 92530
(951) 245-0476

APPROVED BY



5133MS -
4 OF 4
SHEET

NOTES

RESOLUTION NO. 2012-052

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE ELSINORE, CALIFORNIA, ADOPTING FINDINGS THAT THE PROJECT IDENTIFIED AS VESTED TENTATIVE TRACT MAP NO. 35001 IS IN COMPLIANCE WITH THE MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP)

WHEREAS, Castle and Cooke, Lake Elsinore West, Inc., has submitted an application for Vested Tentative Tract Map No. 35001 (Project Site), located on approximately 400 acres on the west side of the I-15 Freeway at the Nichols Road and Lake Street intersections and commonly identified as Assessor Parcel Numbers (APNs) 389-020-062, 389-020-064, 389-080-055, 389-080-056, 390-130-026, 390-130-028, 390-160-003, 390-160-006, 390-190-014, 390-190-015, 390-190-017, 390-190-018, 390-200-008, 390-200-010, 390-210-021); and,

WHEREAS, Castle & Cooke, Lake Elsinore West, Inc., purchased an approximate 400 acre portion of the approximate 1,000 acre Brighton Alberhill Ranch Specific Plan Amendment No. 1 area; and,

WHEREAS, the Project site is now owned by Castle & Cooke, Lake Elsinore West, Inc., successor in interest to the TT Group and is covered by the terms of the Acquisition Agreement between the TT Group and the County of Riverside entered into on February 10th, 2004 setting forth the MSHCP Section 6.1, A, 1, a. Alternate Habitat Evaluation and Acquisition Negotiation Strategy (HANS) and is, therefore, complete in complying with the MSHCP; and,

WHEREAS, pursuant to the terms of the MSHCP, the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000 *et seq.*: "CEQA") and the CEQA Guidelines (14 C.C.R. §§ 15000 *et seq.*), have been complied with, and therefore, after MSHCP HANS approvals, no further CEQA is required; and,

WHEREAS, public notice of the Project has been given, and the City Council has considered evidence presented by the Community Development Department and other interested parties at public hearings held with respect to this item on November 13, 2012 and December 11, 2012.

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

SECTION 1. The City Council acknowledges the Acquisition Agreement which implements the HANS and completes the MSHCP process for the Project. Because the Project has completed the HANS process the Project is not required any further regulations under the MSCHP, the City Council takes no further MSHCP action with regard to this Project.

SECTION 2. This Resolution shall take effect from and after the date of its passage and adoption.

CITY COUNCIL RESOLUTION NO. 2012- 052
PAGE 2 OF 3

PASSED, APPROVED AND ADOPTED this 11th day of December, 2012, by the following vote:

BRIAN TISDALE
MAYOR

ATTEST:

VIRGINIA BLOOM
CITY CLERK

APPROVED AS TO FORM:

BARBARA LEIBOLD
CITY ATTORNEY
CITY OF LAKE ELSINORE

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE
CITY OF LAKE ELSINORE

RESOLUTION NO. 2012-053

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE ELSINORE, CALIFORNIA, ADOPTING FINDINGS TO CERTIFY ADDENDUM NO. IV TO THE ALBERHILL RANCH SPECIFIC PLAN FINAL ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 88090517)

WHEREAS, an application has been filed with the City of Lake Elsinore by Castle & Cooke Lake Elsinore West, Inc. for Vested Tentative Tract Map No. 35001 ("the Project"), located on approximately 400 acres on the west side of the I-15 Freeway at the Nichols Road and Lake Street intersections within the Alberhill Specific Plan Amendment No. 1 (Brighton Specific Plan) (the "Site"); and,

WHEREAS, the requirements of the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000 *et seq.*: "CEQA") and the State Guidelines for Implementation of CEQA (title 14, Cal. Code Regs. §§ 15000 *et seq.*: the "CEQA Guidelines") are applicable to discretionary projects, which are defined in CEQA Guidelines Section 15357 as "a project which requires the exercise of judgment or deliberation when the public agency or body decides to approve or disapprove a particular activity, as distinguished from situations where the public agency or body merely has to determine whether there has been conformity with applicable statutes, ordinances, or regulations"; and

WHEREAS, in June 1989, the City of Lake Elsinore (the "City") certified Final Environmental Impact Report, State Clearinghouse No. 88090517 (the "FEIR") for the Alberhill Ranch Specific Plan; and

WHEREAS, in September 1991, the City approved the First Amendment to the Alberhill Specific Plan prepared for Brighton Homes, and,

WHEREAS, Section 15164 (a) of the CEQA Guidelines provides that "The lead agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred"; and

WHEREAS, CEQA Guidelines Section 15162(a) states that "When an EIR has been certified or negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant

environmental effects or a substantial increase in the severity of previously identified significant effects; or

3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:
 - (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
 - (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative"; and

WHEREAS, public notice of the Entitlement has been given, and the City Council has considered evidence presented by the Community Development Department and other interested parties at public hearings held with respect to this item on November 13, 2012 and December 11, 2012.

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

SECTION 1. The City Council has considered Addendum No. IV prepared for the Entitlements. The City Council determines that, based upon the following findings, Addendum No. IV was prepared in conformance with CEQA and is the appropriate environmental document for the Entitlements:

1. Addendum No. IV to the FEIR is complete, contains all required information, and has been completed in compliance with CEQA, utilizing criteria set forth in Section 15164 of the CEQA Guidelines.
2. Addendum No. IV is the appropriate document because changes and modifications proposed by the Entitlements are necessary but do not trigger any of the conditions set forth in CEQA Guidelines Section 15162 (see below).

3. The Entitlement does not introduce any new significant environmental effects, nor will they result in any new significant unavoidable project impacts beyond those previously identified in the FEIR.
4. The Entitlement does not propose substantial changes to the project as analyzed under the FEIR, which will require major revisions to the FEIR due to new significant environmental effects or a substantial increase in the severity of previously identified significant environmental effects.
5. No new information of substantial importance exists, which was either unknown or could not have been known at the time that the FEIR was certified, to show that the Entitlement will have significant effects that were not described in the FEIR, that significant effects that were examined in the FEIR will be more severe as a result of the Entitlement, that mitigation measures or alternatives previously found infeasible would in fact be feasible, or that new mitigation measures are necessary for the Entitlements.

SECTION 2. Based upon the foregoing, and based upon all oral and written testimony and other evidence presented, the City Council of the City of Lake Elsinore hereby adopts Addendum No. IV to the FEIR.

SECTION 3. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED, APPROVED AND ADOPTED this 11th day of December, 2012, by the following vote:

BRIAN TISDALE
MAYOR

ATTEST:

VIRGINIA BLOOM
CITY CLERK

CITY COUNCIL RESOLUTION 2012-053
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APPROVED AS TO FORM:

BARBARA LEIBOLD
CITY ATTORNEY
CITY OF LAKE ELSINORE

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE
CITY OF LAKE ELSINORE

I, Virginia Bloom, City Clerk of the City of Lake Elsinore, California, hereby certify that Resolution No. _____ was adopted by the City Council of the City of Lake Elsinore, California, at a regular meeting held on the 11th day of December 2012, and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

VIRGINIA BLOOM
CITY CLERK

RESOLUTION NO. 2012-054

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE
ELSINORE, CALIFORNIA, APPROVING VESTED TENTATIVE
TRACT MAP NO. 35001 GENERALLY LOCATED AT ON THE
EAST SIDE OF LAKE STREET AT TEMESCAL AND THE
NORTH SIDE OF NICHOLS ROAD**

WHEREAS, an application has been filed with the City of Lake Elsinore by Castle & Cooke Lake Elsinore West, Inc., for the Vested Tentative Tract Map (VTTM), a subdivision of 1,056 single family lots, 1 High Density Multi-Family lot, 2 Suburban Village Commercial lots, 1 Commercial lot, 2 Public Parks, 1 EVMWD Tank Site, and 1 Detention Basin all having legal access consisting of approximately 400 acres ("the Project") for development purposes only. The Project is generally located on the east side of Lake Street at Temescal Road and north side of Nichols Road, further identified as Assessor Parcel Numbers (APNs) 389-020-062, 389-020-064, 389-080-055, 389-080-056, 390-130-026, 390-130-028, 390-160-003, 390-160-006, 390-190-014, 390-190-015, 390-190-017, 390-190-018, 390-200-008, 390-200-010, 390-210-021); and,

WHEREAS, the City Council of the City of Lake Elsinore has the responsibility of making decisions regarding Vested Tentative Tract Maps; and,

WHEREAS, on November 13, 2012 and December 11, 2012 at a duly noticed public hearings, the City Council considered evidence presented by the Community Development Department and other interested parties with respect to this item.

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

SECTION 1. Prior to making a decision, the City Council has reviewed and analyzed Vested Tentative Tract Map No. 35001 pursuant to the appropriate Planning and Zoning Laws, and Chapter 16 (Subdivisions) of the Lake Elsinore Municipal Code ("LEMC").

SECTION 2. The City Council hereby finds and determines that Vested Tentative Tract Map No. 35001 is subject to the California Environmental Quality Act (Public Resources Code §§ 21000 *et seq.*: "CEQA") and the Guidelines for Implementation of CEQA (14 California Code of Regulations §§ 15000 *et seq.*: "CEQA Guidelines"). Specifically, the City Council finds that the Alberhill Specific Plan Amendment No. 1 (Brighton Specific Plan) was subject to a full EIR and that Vested Tentative Tract Map No. 35001, Addendum IV to the EIR adequately evaluates the Project-related changes and finds that there are no significant effects on the environment pursuant to CEQA caused by these changes; and,.

SECTION 3. That in accordance with State Planning and Zoning Law and the Lake Elsinore Municipal Code, the City Council makes the following findings for approval of Vested Tentative Tract Map No. 35001:

CITY COUNCIL RESOLUTION NO. 2012-54
PAGE 2 OF 4

1. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the General Plan. The proposed subdivision is compatible with the objectives, policies, general land uses and programs specified in the General Plan (Government Code Section 66473.5).

The General Plan designates the site for a mixed land use Specific Plan. Consistent with that designation, the Vested Tract Map can accommodate future mixed land uses. The Tract Map is consistent with the designated land use, development and design standards, and all other appropriate requirements contained in the General Plan,, and Subdivision Map Act.

2. The effects this project is likely to have upon the housing needs of the region, the public service requirements of its residents and the available fiscal and environmental resources have been considered and balanced.

The Vested Tract Map is consistent with the Alberhill Specific Plan Amendment No. 1 (Brighton Specific Plan) land use plan, development and design standards, and programs, and all other appropriate requirements contained in the General Plan. Vested Tentative Tract Map No. 35001 is consistent with the future mixed land use specific plan designation and applicable development and design standards.

3. Subject to the attached conditions of approval, the proposed project is not anticipated to result in any significant environmental impact.

The project has been adequately conditioned by all applicable departments and agencies and will not therefore result in any significant environmental impacts because it is not for development purposes but only for parcel conveyances for financing purposes. The proposed use, together with the conditions applicable thereto, will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity.

SECTION 4. Based upon the evidence presented, the above findings, and the attached conditions of approval, the City Council hereby approves Vested Tentative Tract Map No. 35001.

SECTION 5. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED, APPROVED AND ADOPTED this 11th day of December, 2012, by the following vote:

BRIAN TISDALE
MAYOR

CONDITIONS OF APPROVAL
VESTING TENTATIVE TRACT MAP NO. 35001
"ALBERHILL RIDGE"

GENERAL

1. The applicant shall defend (with counsel acceptable to the City), indemnify, and hold harmless the City, its Officials, Officers, Employees, and Agents from any claim, action, or proceeding against the City, its Officials, Officers, Employees or Agents to attach, set aside, void, or annul an approval of the City, its advisory agencies, appeal boards, or legislative body concerning Vesting Tentative Tract Map No. 35001, located within the Alberhill Specific Plan Amendment No. 1 (Brighton Specific Plan) on the east side of Lake Street between Nichols Road and the I-15 Freeway, project attached hereto.

PLANNING DIVISION

2. Vesting Tentative Tract Map No. 35001 will expire two years from date of approval unless within that period of time a Final Map has been filed with the County Recorder, or an extension of time is granted by the City of Lake Elsinore City Council in accordance with the State of California Subdivision Map Act and applicable requirements of the Lake Elsinore Municipal Code.
3. Vesting Tentative Tract Map No. 35001 shall comply with the State of California Subdivision Map Act and shall comply with all applicable requirements of the Lake Elsinore Municipal Code (LEMC), unless modified by approved Conditions of Approval.
4. Development shall comply with those standards and guidelines of the Elements contained in the Brighton Specific Plan document.
5. Vesting Tentative Tract Map No. 35001 shall comply with the State of California Subdivision Map Act and applicable requirements contained in the Brighton Specific Plan document and the Lake Elsinore Municipal Code (LEMC), unless modified by approved Conditions of Approval.
- ~~6. Development shall comply with those requirements and provisions contained in the Amended and Restated Development Agreement dated as of _____, 2012 between the City and Castle & Cooke Lake Elsinore West, Inc. ("Development Agreement");~~
6. The applicant shall complete and sign an "Acknowledgment of Conditions" and shall return the executed original to the Community Development Department – Planning Division within 30 days of project approval by the Director of Community Development.
7. The applicant shall participate in the City of Lake Elsinore Citywide Lighting and Landscape and Street Maintenance District, as appropriate.
8. The applicant shall provide all project-related onsite and offsite improvements as described in the Brighton Specific Plan document and Vesting Tentative Tract Map No. 35001.
9. The applicant shall implement those mitigation measures identified in the 1990 Final Brighton

CONDITIONS OF APPROVAL

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VESTING TENTATIVE TRACT MAP NO. 35001

Specific Plan EIR and the 2012 CEQA Addendum No. 4 to the Final Brighton Specific Plan EIR. Included as attachment "A" to these project Conditions of Approval.

10. The applicant shall comply with all conditions of the Riverside County Fire Department. Future construction shall meet all Riverside County Fire Department standards for fire protection and any additional requirements requested by the County Fire Department.

PARKS

~~11. Under the Quimby Act, the project must provide 23.6 acres of park dedication. In accordance with the Brighton Specific Plan, VTTM 35001 receives credit for 10.5 acres of parkland within the 22.4 acre Alberhill Ranch Community Park across Nichols road to the south within the Murdock Alberhill Ranch Specific Plan (Tract No. 28214-4). Per the Brighton Specific Plan, which requires a minimum 5 acre park, the developer shall dedicate a 5.9 acre park within the development. The developer can either dedicate the remaining 3.1 acre park shown on the conceptual tract map and pay in lieu Quimby park fees for the 4.1 remaining acres, or pay fees equivalent to 7.2 acres for a total 13.1 acres of parkland/Quimby fee requirements. Because the Linear Park along Lake Street and Nichols Road totaling 38.8 acres do not accommodated active amenities, they shall not be counted towards satisfying City Quimby requirements. No other parks within VTTM 35001 will be required by the City.~~

11. Under the Quimby Act, the project must provide 23.6 acres of park dedication. This Quimby Act requirement shall be satisfied by compliance with the following provisions and those set forth in Condition No. 12. In accordance with the Brighton Specific Plan, VTTM 35001 receives credit for 10.5 acres of parkland within the previously constructed 22.4 acre Alberhill Ranch Community Park across Nichols road to the south within the Murdock Alberhill Ranch Specific Plan (Tract No. 28214-4).

Consistent with the Brighton Specific Plan, the Developer shall dedicate and improve a 5.4 net acre "turnkey" park within the development prior to the final inspection and occupancy of the first residential unit within VTTM 35001. In addition, the Developer shall dedicate and improve a 3.1 net acre "turnkey" trailhead park prior to issuance of the final inspection and occupancy of the last residential unit within VTTM 35001 Phase 5.

Prior to park construction, the Developer shall submit park improvement plans for approval by the City Manager or designee. The park design for the 5.4 net acre neighborhood park and the 3.1 net acre trailhead park shall comply with the City's Park and Recreation Master Plan.

12. As approved by the City Manager or designee, "Turnkey" improvements for the 5.4 acre neighborhood park shall include the following standard park facility types and amenities:

- A. Two (2) Little League Baseball Fields (60-foot baselines and 220-foot foul lines)
 - a. Four (4) Bleachers

CONDITIONS OF APPROVAL

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VESTING TENTATIVE TRACT MAP NO. 35001

b. Chain-link Fenced back-stops

B. One (1) Restroom Facility.

C. One (1) Flag Pole with internal halyard

D. One (1) Half-Court Basketball court.

E. One (1) Preschool (2-5 years) and Elementary (5-12 years) Age Playground with Shade cover over entire Children's Play Area.

F. Parking lot with a minimum of 32 spaces.

G. Perimeter Walking Trail with Par Course.

H. Park Monument entry signage per City Identity Standards Guide.

I. Top Soil consisting of imported twelve-inch (12") deep Class A material for all fields with turf.

J. Amenities:

a. Per City Identity Standards Guide

b. Eight (8) Benches

c. Two (2) Picnic Tables

d. Two (2) BBQs

e. Five (5) Waste Containers

f. One (1) Hot Ash Container

g. General Park Lighting

h. Drinking fountains

i. Signage

j. Landscaping

h. Decorative Fencing along southern perimeter of park.

i. Lockable Entry Gates into parking lot of Park

k. As-built Plan Drawings on Mylar & Electronic (PDF) formats.

13. The Developer may offer for dedication an additional 38.8 acre linear trail area along Lake Street. Acceptance of the dedication by the City shall be subject to the Developer providing an aquascaped streambed, landscaping and trail improvements in accordance with the City's Park and Recreation Master Plan and as approved by the City Manager or designee.

PRIOR TO FINAL TRACT MAP

14. All lots shall comply with minimum standards contained in the Brighton Specific Plan.

15. A precise survey with closures for boundaries and all lots shall be provided per the LEMC.

16. Street names within the subdivision shall be approved by the Community Development Director or Designee.

CONDITIONS OF APPROVAL

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VESTING TENTATIVE TRACT MAP NO. 35001

17. All of the improvements shall be designed by the applicant's Civil Engineer to the specifications of the City of Lake Elsinore.
18. The applicant shall meet all requirements of Elsinore Valley Municipal Water District (EVMWD).

PRIOR TO DESIGN REVIEW APPROVAL

19. All future structural development associated with this map requires separate Design Review approval.
20. Design for all drainage basins proposed with Vesting Tentative Tract Map No. 35001 shall be approved by the City Engineer and Community Development Director or designee. Security fencing where required shall be shown. Exposed chain-link fencing is prohibited.

PRIOR TO BUILDING PERMIT/GRADING PERMITS

21. Prior to issuance of any building permit, the Developer shall create, or annex the property into Lighting and Landscape Maintenance District No. 1 to offset the annual negative fiscal impacts of the project on public right-of-way for landscaping and street lights in the public right-of-way for which the City will pay for maintenance costs, water from Elsinore Valley Municipal Water District, and electricity and a maintenance fee to Southern California Edison. Developer shall pay to the City the appropriate non-refundable deposit to cover the cost of the annexation process. The Developer may propose alternative financing mechanisms to fund the annual maintenance costs, including the creation of a Mello-Roos Community Facilities District in lieu of annexing into the existing district.
22. Prior to issuance of any building permit, the Developer shall annex the property into Community Facilities District No. 2006-5 (Park, Open Space and Storm Drain Maintenance) to offset the annual negative fiscal impacts of the project for public parks, open space and storm drain for which the City will pay for maintenance costs, water from Elsinore Valley Municipal Water District, and electricity from Southern California Edison. Developer shall pay to the City the appropriate non-refundable deposit to cover the cost of the annexation process. The Developer may propose alternative financing mechanisms to fund the annual maintenance costs in lieu of annexing into the existing district.
- ~~23. Developer shall supplement, as needed, the Park Maintenance CFD for the first 2 years of Operation & Maintenance for the 3.1 acre and the 6.9 acre Public Park.~~
24. Prior to issuance of any building permit, the Developer shall annex the property into Community Facilities District No. 2007-1 (Law Enforcement, Fire and Paramedic Services) to offset the annual negative fiscal impacts of the project on providing public safety services. Developer shall pay to the City the appropriate non-refundable deposit to cover the cost of the annexation process. The Developer may propose alternative financing mechanisms to fund the annual public safety services costs in lieu of annexing into the existing district.

CONDITIONS OF APPROVAL

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VESTING TENTATIVE TRACT MAP NO. 35001

- ~~25. Prior to issuance of any grading permit and/or building permit, the applicant shall sign and complete an "Acknowledgment of Conditions" and shall return the executed original to the Community Development Department.~~
26. The applicant shall obtain all necessary State and Federal permits, approvals, or other entitlements, where applicable, prior to each phase of development of the project.
27. Prior to issuance of building permit, a Fuel Modification Plan and Program shall be approved by the Fire Department for future development. Said Plan and Program shall show those special treatments necessary to achieve an acceptable level of risk in regard to the exposure of structures to flammable vegetation and shall describe the method of removal and installation, and provisions for maintenance. The City's Landscape Architect shall ensure compliance of said program.
28. Prior to issuance of building permit, the applicant shall submit a letter of verification (will-serve letter) to the City Engineer, for all required utility services.
29. The applicant shall meet all requirements of Elsinore Valley Municipal Water District (EVMWD).
30. The applicant shall pay applicable fees and obtain proper clearance from the appropriate School District prior to issuance of building permits.
31. The applicant shall provide connection to public sewer for each lot within any subdivision. No service laterals shall cross adjacent property lines and shall be delineated on engineering sewer plans and profiles for submittal to the EVMWD.
32. Prior to issuance of building permit, the applicant shall prepare a Final Wall and Fence Plan addressing the following:
 - Show that a masonry or decorative block wall will be constructed along the entire tract boundary.
 - Show materials, colors, and heights of rear, side and front walls/fences for proposed lots.
 - Show that front return walls shall be decorative masonry block walls. Front return wood fences shall not be permitted.
 - Show that side walls for corner lots shall be decorative masonry block walls.
 - Show that those materials provided along the front elevations (ie. brick, stone, etc.) will wrap around the side elevation and be flush with the front return walls.
33. The applicant shall submit plans to the electric utility company for a layout of the street lighting system. The cost of street lighting, installation as well as energy charges shall be the responsibility of the developer and/or the association. Said plans shall be approved by the City and shall be installed in accordance with the City Standards.

CONDITIONS OF APPROVAL
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VESTING TENTATIVE TRACT MAP NO. 35001

34. The applicant shall meet all requirements of the providing electric utility company.
35. The applicant shall meet all requirements of the providing gas utility company.
36. The applicant shall meet all requirements of the providing telephone utility company.
37. A security is required guaranteeing the removal of all trailers used during construction.
38. All signage shall be subject to Planning Division review and approval prior to installation.
39. Any alterations to the topography, ground surface, or any other site preparation activity will require appropriate grading permits. A Geologic Soils Report with associated recommendations will be required for grading permit approval, and all grading must meet the City's Grading Ordinance, subject to the approval of the City Engineer and the Planning Division. Analysis of impacts of fills and cuts greater than 60 feet shall be provided. Interim and permanent erosion control measures are required. The applicant shall bond 100% for material and labor for one year for erosion control landscaping at the time the site is rough graded.
40. The City's Noise Ordinance shall be met during all site preparation activity. Construction shall not commence before 7:00 AM and cease at 5:00 PM, Monday through Friday. Construction activity shall not take place on Saturday, Sunday, or any Legal Holidays.
41. The applicant shall place a weatherproof 3' x 3' sign at the entrance to the project site identifying the approved days and hours of construction activity (i.e., 7:00 A.M. – 5:00 P.M., Monday through Friday with no construction activity to occur on Saturdays, Sundays or legal holidays) and a statement that complaints regarding the operation can be lodged with the City of Lake Elsinore Code Enforcement Division (951) 674-3124. The sign shall be installed prior to the issuance of a grading permit.
42. At least 30 days prior to any rough grading related ground disturbance activity, the City will contact the appropriate Native American Tribe (Tribe) to notify the Tribe of the initiation of rough grading on the Project site. It is anticipated that the Pechanga Tribe will be the "appropriate" Tribe due to prior and extensive coordination with the City and project applicant in determining potentially significant impacts and appropriate mitigation measures due to its demonstrated cultural affiliation with the project area. The Community Development Director (Director) or his Designee shall have the authority to designate the Tribe to select a Native American Tribal Monitor (Monitor) volunteer for the Project site. The designated Monitor will conduct the Monitor activities at a fee not to exceed \$5,000 their sole costs. The Tribe and Archaeologist shall independently report via email or other writing any and all archaeological related artifact findings to the Director or his Designee during rough grading of the Project site. A copy of any findings may be provided to the Developer by the Director or his Designee provided appropriate non-disclosure agreements have been executed by the Developer. All monitoring shall be limited to the rough grading being undertaken during each rough grading phase. The Director shall meet with the Developer and Tribe prior to any rough grading

CONDITIONS OF APPROVAL

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activities to develop appropriate protocols for the Operations and Archaeological Monitor activities on each rough grading phase which shall comply will all terms of the Rough Grade Plan. The Protocols shall address the conduct of Archaeological and Tribal Monitoring and the disposition of any Archaeological Artifacts or human remains discovered on the Project Site in accordance with the appropriate laws. The Director or his Designee shall have the authority to modify, direct and re-direct the appropriate actions for any rough grading activity on the Project site in regards to any archaeological findings within the rough grading work areas after consulting with Monitor, Developer and Archaeologist.

43. Throughout construction, as deemed appropriate by the City and the applicant, fugitive dust suppression along Nichols Road and Lake Street to minimize fugitive dust generation shall be applied. Fugitive dust suppression techniques may include soil watering, application of soil binders, and/or placement of gravel or other appropriate material to minimize vehicle generated dust.
44. Open space lots shall be dedicated to the City in accordance with the requirements of the Brighton Specific Plan and as shown on VTTM 35001. Maintenance of these open space lots shall be in accordance with the maintenance schedule shown on VTTM 35001 – Sheet 4.

ENGINEERING DIVISION

45. In accordance with the City's Franchise Agreement for waste disposal & recycling, the developer shall be required to contract with CR&R Inc. for removal and disposal of all waste material, debris, vegetation and other rubbish generated during cleaning, demolition, clear and grubbing or all other phases of construction.
46. Developer shall mitigate to prevent any flooding and/or erosion downstream caused by development of the site and or diversion of drainage.
47. Any grading that affects "waters of the United States", wetlands or jurisdictional streambeds, shall require approval and necessary permits from respective Federal and/or State agencies.
48. The developer shall provide a copy of an encroachment permit or any approval documents from the Riverside County Flood Control District for encroaching, grading, or discharging into County flood control facilities right of way.
49. All required soils, geology, hydrology and hydraulic, and seismic reports shall be prepared by a Registered Civil Engineer.
50. Each final map phase shall be subject to discretionary review and associated conditions of approval.
51. Prior to issuance of the first building permit, the developer shall create or annex the property into Lighting and Landscaping Maintenance District No. 1. Developer shall deposit appropriate, non-refundable funds with the City for the processing of the annexation. An

CONDITIONS OF APPROVAL
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VESTING TENTATIVE TRACT MAP NO. 35001

alternative financing mechanism to fund the annual maintenance costs, including creation of a Mello-Roos Community Facilities District in lieu of annexing into the existing district will be considered by the City.

FEES

52. To the extent required by law, the developer shall pay all Engineering Division assessed, Development Impact Fees and Plan Check and Permit fees (LEMC 16.34). Applicable Development Impact Fees include: Stephens' Kangaroo Rat Habitat Fee (K-Rat), Traffic Infrastructure Fee (TIF), and Area Drainage Fee, and Transportation Uniform Mitigation Fee (TUMF).
53. Applicable Development Impact Fees including "City hall and public works facilities fees and fire facilities fees as set forth in LEMC 16.74 will be assessed at the effective rate at time of payment in full.
54. The developer shall pay applicable MSHCP fees pursuant to that certain Tri-Valley MOU dated 2/4/04.

STORM WATER MANAGEMENT / POLLUTION PREVENTION / NPDES

Design:

55. A final WQMP shall be prepared, filed, and approved by the City Public Works Department prior to issuance of a rough grading permit for the development of the subdivision. The final WQMP will be prepared in accordance with the City of Lake Elsinore 2010 MS4 Permit (R8-2010-003) and the County of Riverside Drainage Area Management Plan (DAMP) dated July 2011 based on the Preliminary Water Quality Management Plan (PWQMP) prepared by KWC Engineers dated October 16, 2012. The 2010 SAR MS4 Permit requires implementation of LID Principles and LID Site Design, where feasible, to treat the pollutants of concern identified for the project, in the following manner (from highest to lowest priority): (Section XII.E.2, XII.E.3, and XII.E.7).
56. The project shall implement LID practices that treat the 85th percentile storm.
57. Hydromodification / Hydraulic Conditions of Concern – The project shall identify potential Hydraulic Conditions of Concern (HCOC) and implement measures to limit disturbance of natural water bodies and drainage systems; conserve natural areas; protect slopes, channels and minimize significant impacts from urban runoff.

Construction:

58. A Storm Water Pollution Prevention Plan (SWPPP) is required for this project.

CONDITIONS OF APPROVAL

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59. SWPPP - A copy of the current SWPPP shall be kept at the project site, updated as necessary and be available for review upon request. Projects that are not subject to coverage under the General Permit – Construction will prepare and implement an Erosion and Sediment Control Plan in compliance with the California Building Code and Local Ordinances.
60. Prior to grading or building permit the applicant shall demonstrate that compliance with the permit has been obtained by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the letter of notification of the issuance of a Waste Discharge Identification (WDID) Number or other proof of filing to the satisfaction of the City Engineer.
61. Erosion & Sediment Control - Prior to the issuance of any grading or building permit, the applicant shall submit for review and approval by the City Engineer, an Erosion and Sediment Control Plan as a separate sheet of the grading plan submittal to demonstrate compliance with the City's NPDES Program and state water quality regulations for grading and construction activities. The Erosion and Sediment Control Plan shall identify how all construction materials, wastes, grading or demolition debris, and stockpiles of soil, aggregates, soil amendments, etc. shall be properly covered, stored and secured to prevent transport into local drainages or waters by wind, rain, tracking, or dispersion. The plan shall also describe how the project will ensure that all BMPs will be maintained during construction of any future right of ways. A copy of the plan shall be incorporated into the SWPPP as applicable, kept updated as needed to address changing circumstances of the project site, be kept at the project site and available for review upon request.

Post Construction:

62. A. preliminary WQMP shall be approved during the project entitlement stage. The level of detail in a preliminary Project-Specific WQMP will depend upon the level of detail known about the overall project design at the time project approval is sought. At a minimum, the preliminary Project-Specific WQMP shall identify the type, size, location, and final ownership of Stormwater BMPs adequate to serve new roadways and any common areas, and to also manage runoff from an expected reasonable estimate of the square footage of future roofs, driveways, and other impervious surfaces on each individual lot
63. The applicant shall use the Water Quality Management Plan for the Santa Ana Region of Riverside County guidance document and template for preparation of the final WQMP.
64. WQMP – The Water Quality Management Plan (WQMP) specifically identifying Best Management Practices (BMPs) that will be used onsite to control identified pollutants of concern. The applicant shall utilize the MS4 Permittee Drainage Area Management Plan (DAMP), Model WQMP, and LID Guidance Manual for reference, and the MS4 Permittee's WQMP template for submittal. This WQMP shall include the following:
- Vector issues are addressed in the BMP design, operation and maintenance.
 - GIS coordinates for all LID and Treatment Control BMPs

CONDITIONS OF APPROVAL

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VESTING TENTATIVE TRACT MAP NO. 35001

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

65. Operation and Maintenance (O&M) Plan that (1) describes the long-term operation and maintenance requirements for BMPs identified in the BMP Exhibit; (2) identifies the entity that will be responsible for long-term operation and maintenance of the referenced BMPs; and (3) describes the mechanism for funding the long-term operation and maintenance of the referenced BMPs. All storm drain inlet facilities shall be appropriately marked "Only Rain in the Storm Drain" using the City authorized marker to prevent illegal dumping in the drain system.

66. As required by the City Engineer, detention basin's shall be designed to include a 15-foot wide access road extending from the entrance to the basin floor. Maintenance road lengths extending 500-feet or more will require a turn-around at the bottom of the entrance ramp.

TENTATIVE TRACT MAP

67. Provide a copy of the Preliminary Title Report.

68. Show on the Vesting Tentative Tract Map:

- Note Tax Assessor's Parcel Numbers on Map
- Provide Legend for identification of Utilities.

69. Provide written confirmation that RCFCDD will maintain the existing proposed detention basin on Lot 1060 or remove maintenance statement from tentative map.

70. The location of LID BMPs to be used shall be based on the PWQMP dated ~~4/08/12~~ 10/16/12 on file with City.

FINAL TRACT MAP

71. The developer shall submit for plan check review and approval a final map.

72. The Final Tract Map or Parcel Map shall include the phasing boundaries consistent with the lots of the Tentative Tract. The phasing boundaries or lots shall be processed as separate tract maps.

73. Revisions to the phasing plan shown on VTTM shall be approved by the City Engineer prior to issuance of any permits.

74. Prior to City Council approval of the ~~Tract~~ Final Map, the developer shall, in accordance with Government Code, have constructed all improvements or noted on the title sheet of the map

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the improvements to be constructed or have improvement plans submitted and approved, agreements executed and securities posted.

UTILITIES:

75. All arrangements for relocation of utility company facilities (power poles, vaults, etc.) out of the roadway shall be the responsibility of the property owner or his agent. All overhead utilities shall be undergrounded in accordance with Chapter 12.16 of the Lake Elsinore Municipal Code (LEMC)
76. Underground water rights shall be dedicated to the City pursuant to the provisions of Section 16.52.030 (LEMC), and consistent with the City's agreement with the Elsinore Valley Municipal Water District.
77. The developer shall apply for, obtain and submit to the City Engineering Division a letter from Southern California Edison (SCE) indicating that the construction activity will not interfere with existing SCE facilities (aka SCE NIL).
78. The developer shall comply with the "Will Serve" letter dated 07/31/12. Developer shall supply to the City Engineering Division a copy of the "Will Serve" letter from Elsinore Valley Municipal Water District stating that water and sewer arrangements have been made for this project.

IMPROVEMENTS

Design

79. The development of each Planning Area or Phase shall be subject for specific review and conditions of approval.
80. Sight distance at all intersections shall comply with CALTRANS Standards.
81. The developer shall install permanent bench marks at the following locations, Lake & Nichols, Lake & Alberhill Ridge Road, and Alberhill Ridge Road & "B" Street per City of Lake Elsinore Standards and at locations to be determined by City Engineer.
82. The developer shall install blue dot markers in the roadway at a right angle to Fire Hydrant locations per Lake Elsinore Standards.
83. The developer shall coordinate with Riverside Transit Authority for location and installation of bus transit facilities.
84. 10-year storm runoff shall be contained within the curb and the 100-year storm runoff shall be contained within the street right-of-way. When one of these criteria are exceeded, drainage facilities shall be provided.

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85. All drainage facilities in this project shall be constructed to Riverside County Flood Control District Standards.
86. A drainage study shall be provided. The study shall identify the following: identify storm water runoff from and upstream of the site; show existing and proposed off-site and onsite drainage facilities; and include a capacity analysis verifying the adequacy of the facilities. The drainage system shall be designed to ensure that runoff from a 10-yr storm of 6 hours or 24 hours duration under developed condition is equal or less than the runoff under existing conditions of the same storm frequency. Both 6 hour and 24hour storm duration shall be analyzed to determine the detention basin capacities necessary to accomplish the desired results.
87. All natural drainage traversing the site shall be conveyed through the site, or shall be collected and conveyed by a method approved by the City Engineer. All off-site drainage, if different from historic flow, shall be conveyed to a public facility, accepted by adjacent property owners by a letter of drainage acceptance, or conveyed to a drainage easement.
88. Developer shall maintain the existing detention basin (Lot 1060) until transfer of maintenance responsibility is accepted by RCFC&WCD.
89. Roof drains shall not be allowed to outlet directly through coring in the street curb. Roofs should drain to a landscaped area.
90. The site shall be planned and developed to keep surface water from entering buildings (California Green Building Standards Code 4.106.3).
91. All Public Works requirements shall be complied with as a condition of development as specified in the Lake Elsinore Municipal Code (LEMC) and Lake Elsinore Public Works Standard Plans.
92. The Developer and its successors in interest, shall cause a Traffic Study to be prepared and submitted to the City of Lake Elsinore Public Works Department prior to the issuance of the 201st Building Permit for the Alberhill Ridge project and every 100 Building Permits thereafter until completion of the project in order to evaluate the actual traffic impacts of the Alberhill Ridge development and determine consistency with the trigger to construct the Nexus Improvements as identified in the LLG Traffic Study Report dated, February 29th 2012. Any identified traffic improvements in the periodic traffic studies shall be constructed within 100 Building Permits or 18 months of the acceptance of the Traffic Study by the City of Lake Elsinore whichever occurs first.
93. The Traffic Study shall consist of conducting AM and PM peak period traffic counts at the study intersections identified as being impacted during the phased horizon year analysis consistent with original traffic impact analysis (TIA), dated February 29, 2012, and performing AM and PM peak hour level of service (LOS) analyses, accordingly. The Traffic Study Report shall consist of a letter report complete with existing traffic volume figures, a LOS summary

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table, appendix material presenting the existing traffic counts and LOS calculations, and a summary of the Nexus and traffic improvements required.

94. ~~The Developer shall construct the northerly half street improvements in Nichols Road (120' RAW) adjacent to the County of Riverside +/- 598 acre property from the easterly project boundary of VTTM 35001 to the westerly boundary of VTTM 30836 prior to the 800th residential Building Permit of VTTM 35001.~~
95. The developer shall construct full width street improvements and dedicate the right of way on Alberhill Ridge Road, "A" to "H", "J" to "M", "Q", "R", "U" to "Z" as shown on the map and/or per design guidelines in the Specific Plan. "B" Street shall be constructed and dedicated as a 90 ft right-of-way, with a 14 ft median, and two (2) 20 foot travel lanes as shown on the tentative map. Streets "A" and "C" shall be constructed and dedicated as a 54 foot right-of-way, 40 foot roadway consistent with the tentative map with flared (widened) roadway at the intersections as approved to the satisfaction of the City Engineer.
96. Street improvement plans shall be prepared by a Registered Civil Engineer and the plans shall include curb and gutter, sidewalk, ac pavement, street lighting, median, trail, and drainage improvements.
97. The developer shall provide signing and striping plans for the required improvements of this project. The plans shall also incorporate traffic calming measures on local streets.
98. If existing improvements are to be modified, the existing improvement plans on file shall be modified accordingly and approved by the City Engineer.

Permitting/Construction

99. An Encroachment Permit shall be obtained prior to any work on City and/or State right-of-way. The developer shall submit the permit application, required fees and executed agreements, security and other required documentation prior to issuance.
100. All compaction reports, grade certifications, monument certifications (with tie notes delineated on 8 ½" x 11" Mylar) shall be submitted to the Engineering Division before final inspection of public works improvements will be scheduled and approved.
101. The developer shall be responsible for acquiring right-of-ways in which the developer or the City has no legal title or interest. If the developer is unsuccessful in acquiring such right-of-ways necessary to satisfy a condition of approval, the City could assist the developer in the Eminent Domain acquisition process at developer's cost in accordance with the Subdivision Map Act.
102. All streets shall be constructed per Lake Elsinore City Standards and/or applicable specific plan. Any deviation from City standards shall be approved by the City Engineer.

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Acceptance of Improvements

103. A portion of the required improvements for this development may be covered under the Traffic Impact Fee (TIF) or Area Drainage Fee program. Request for reimbursement or credits shall be approved by the City Engineer and based on allowable costs in the fee program and availability of funds.
104. The developer shall submit a written request for acceptance to the City Engineer.
105. As-built plans shall be completed and signed by the City Engineer.

GRADING

Design:

106. A grading plan signed and stamped by a California Registered Civil Engineer shall be submitted for City review and approval for all addition and/or movement of soil (grading) on the site. The plan shall include separate sheets for erosion control, haul route and traffic control. The grading submittal shall include all supporting documentation and be prepared using City standard title block, standard drawings and design manual (available at www.lake-elsinore.org).
107. All grading plan contours shall extend to minimum of 50 feet beyond property lines to indicate existing drainage pattern.
108. The grading plan shall show that no structures, landscaping, or equipment are located near the project entrances that could reduce sight distance.
109. If the grading plan identifies alterations in the existing drainage patterns as they exit the site, a Hydrology and Hydraulic Report for review and approval by City Engineer shall be required prior to issuance of grading permits. All grading that modifies the existing flow patterns and/or topography shall be approved by the City Engineer.
110. A seismic study shall be performed on the site to identify any hidden earthquake faults, liquefaction and/or subsidence zones present on-site. A certified letter from a registered geologist or geotechnical engineer shall be submitted confirming the absence of this hazard.
111. The Developer shall submit a Phase 1 Environmental Assessment Report on the Project area prior to issuance of a demolition, clearing and grubbing or rough grading permit for review and approval by the City Engineer.
112. Cut and fill earthwork quantities shall balance on site.
113. The developer shall obtain all necessary off-site easements and/or permits for off-site grading and/or drainage acceptance from the adjacent property owners.

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Permit/Construction:

114. Developer shall execute and submit grading and erosion control agreement, post grading security and pay permit fees as a condition of grading permit issuance.
115. A preconstruction meeting with the City Public Works Inspector (Engineering Division) is required prior to commencement of ANY grading activity.
116. Developer shall provide the city with a copy of the Notice of Intent (NOI) and Waste Discharge Identification (WDID) letter issued by the Regional Water Quality Control Board for the National Pollutant Discharge Elimination System (NPDES) program
117. Prior to commencement of grading operations, developer is to provide to the City with a map of all proposed haul routes to be used for movement of export material. All such routes shall be subject to the review and approval of the City Engineer. Haul route shall be submitted prior to issuance of a grading permit. Hauling in excess of 5,000 cy shall be approved by City Council. (LEMC 15.72.065)
118. Export sites located within the Lake Elsinore City limits must have an active grading permit.
119. Applicant to provide to the City a video record of the condition of all proposed public City haul roads. In the event of damage to such roads, applicant shall pay full cost of restoring public roads to the baseline condition. A bond may be required to ensure payment of damages to the public right-of-way, subject to the approval of the City Engineer.
120. All grading shall be done under the supervision of a geotechnical engineer. Slopes steeper than 2 to 1 shall be evaluated for stability and proper erosion control and approved by the City.
121. Submit an approved environmental clearance document to the Engineering Division. This approval shall identify and clear all proposed grading activity anticipated for this project.
122. Developer shall pay all grading permit applicable processing, permit, security and development fees including those fees identified in the Development Agreement or VTTM No. 35001 _____.

PRIOR TO ISSUANCE OF BUILDING PERMIT

123. Provide final soils, geology and seismic report, including recommendations for parameters for seismic design of buildings, and walls prior to building permit.
124. All required public right-of-way dedications and easements shall be prepared by the developer or his agent and shall be submitted to the Engineering Division for review and approval prior to issuance of building permit.

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125. Prior to issuance of certificates of use and occupancy or building permits for individual tenant improvements or construction permits for a tank or pipeline, uses shall be identified and, for specified uses (where the proposed improvements will store, generate or handle hazardous materials in quantities that will require permitting and inspection once operational), the developer shall propose plans and measures for chemical management (including, but not limited to, storage, emergency response, employee training, spill contingencies and disposal) to the satisfaction of the County/City Building Official(s).
126. The applicable phased Final Map shall be recorded.
127. All street improvement plans, traffic signal plans, signing and striping plans shall be completed and approved by the City Engineer per the Traffic Impact Analysis.
128. To the extent required by law, the developer shall pay all Capital Improvement, TIF, TUMF and Master Drainage Fees and Plan Check fees (LEMC 16.34).

PRIOR TO OCCUPANCY

129. Comply with the recommendations of the approved Traffic Study Report.
130. All signing and striping and traffic control devices for the required improvements of this development shall be installed.
131. All public improvements shall be completed in accordance with the approved plans or as condition of this development to the satisfaction of the City Engineer.
132. To the extent required by law, TUMF Fees shall be paid. The TUMF fees shall be the effective date at the time of payment in full accordance with the LEMC.
133. In the event of damage to City roads from hauling or other construction related activity, applicant shall pay full cost of restoring public roads to the baseline condition. All hauling activity shall comply with the City's Grading Ordinance.
134. All final studies and reports, grade certifications, monument certifications (with tie notes delineated on 8 ½ x 11" mylar) shall be submitted in .tif format on a CD/DVD. Studies and reports include, Soils, Seismic, Hydrology, Hydraulics, Grading, SWPPP, WQMP, etc.
135. All plan sets and recorded maps shall be digitized and provided on CD/DVD as follows:
 - Final Map(s) - GIS Shape files* and .tif of recorded map.
 - Improvement Plans – GIS Shape files* and .tif of approved as built mylar.
 - Grading Plans - .tif of approved as built mylar.
 - GIS Shape files must be in projected Coordinate System: NAD 83 State Plane California Zone VI U.S. Fleet.

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136. Documentation of responsibility for slope maintenance along right-of-ways and open spaces to be maintained by the City LLMD or CFD shall be applied for prior to occupancy/final.
137. To the extent required by law, Developer shall pay all outstanding applicable processing and development fees including but not all inclusive: TUMF, MSHCP, TIF, and area drainage prior to occupancy/final approval ~~in accordance with the Development Agreement dated~~
 .

EXHIBIT



EXISTING CONDITIONS:

A. Geology, Soils & Seismicity

Approximately 500 acres of the 1,853 acre Alberhill Ranch Specific Plan site have been mined for clay, resulting in deep cuts and several alteration of the natural topography. Walker Canyon, containing Temescal Creek, crosses the site in a northwesterly direction. On-site elevations range from 1,200' to 1,900'. The site contains extensive areas of 25% slope. A number of faults are present on-site, although no conclusive evidence for active faulting was found. Liquefaction is likely within the lower drainage areas in the northwest portion of the site.

PROJECT IMPACTS:

From a geotechnical standpoint, the site will be suitable for development. Project implementation will alter the existing natural landform. Remedial grading and recontouring will be necessary in the mined out areas of the site. Grading will also be needed to stabilize potential landslide areas. There is the potential for soil settlement and liquefaction impacts during a seismic event. Project grading is anticipated to balance on-site. The project proposes retention of the majority of the primary ridgeline which extends through the center of the site. Also, 169 acres are proposed for development at a density of 0.2 d.u./acre, minimizing grading impacts in the southerly portion of the site. Another 133 acres are proposed for designation as "RCD", Residential Constraint Designed, clustering units to minimize grading. Areas of uncertified fills will require either full or partial removal and recompaction.

MITIGATION MEASURES:

Within landslide areas, partial removal and/or buttressing will be required. Additional slope stability analyses shall be performed. The presence or absence of suspected faults on-site shall be confirmed by trenching. Erosion of slopes shall be controlled. Additional study is needed to develop mitigations for liquefaction prone soils. Project grading for the Alberhill Ranch Specific Plan will blend with the natural topography as much as possible, by clustering development, terracing on hillsides and by preserving 531 acres of natural open space.

EXISTING CONDITIONS:

B. Hydrology

Drainage to the site is tributary to the Santa Ana River through Temescal Creek, which ultimately flows into the Pacific ocean near Newport Beach. Temescal Creek is the main drainage course on the site, collecting runoff from the Walker Canyon area. In addition, drainage flows from Rice Canyon into Walker Canyon on-site, then flows west to the Prado flood Control Basin. The City of Lake Elsinore General Plan designates a small portion of the site near Walker Canyon as "flood plain and flood way".

PROJECT IMPACTS:

Project development will increase runoff on-site, increasing flows in Walker Canyon Creek and other downstream facilities. The proposed storm drain system would discharge flows into Walker Canyon Creek just west of I-15. Due to the magnitude of the flow at the discharge point, energy dissipators are required to prevent erosion of the stream bed. Some improvements (minimal) to Walker Canyon Creek are anticipated adjacent to the proposed commercial area to prevent channel erosion and to respond to potential flood hazards in this area. Runoff entering the Creek will contain minor amounts of pollutants typical of urban use.

MITIGATION MEASURES:

All drainage facilities shall conform to the standards of the Riverside County Flood Control and Water Conservation District and the City of Lake Elsinore Community Development Department. Erosion control devices and an energy dissipating device shall be provided in order to protect the existing stream bed of Walker Canyon Creek, if necessary.

C. Noise

A major noise corridor exists along Interstate 15, with noise levels directly adjacent to I-15 exceeding 70 CNEL. Secondary noise corridors include Riverside Drive and Lakeshore Drive, with noise levels exceeding 65 CNEL.

Construction noise represents a short term impact on ambient noise levels. Traffic generated by the Alberhill Ranch Specific plan will result in substantially increased noise levels along on-site and off-site roadways. Of the off-site roadway links experiencing a noise increase greater than 3 dB, only two are adjacent to existing residential use:

Construction hours will be limited to minimize noise impacts to existing residential development. All on-site residential lots and dwellings shall be sound attenuated so as not to exceed an exterior standard of 65 dB CNEL in outdoor living areas and an interior standard of 45dB CNEL in all habitable rooms. The project proponent shall participate in any in-place City off-site highway noise mitigation program.

EXISTING CONDITIONS:

PROJECT IMPACTS:

MITIGATION MEASURES:

Terra Cotta Road between Nichols and Lakeshore; and Robb Road between Coal and Terra Cotta. Along Terra Cotta Road, the 65 CNEL contour is projected to extend 2 feet past the right-of-way. Along Robb Road, the 65 CNEL contour is projected to extend 49 feet past the right-of-way. On-site lots along Lake Street, Robb Road and Coal Road may experience noise levels over 65 CNEL without mitigation.

D. Climate and Air Quality

The project site is located in the South Coast Air Basin Quality Management District (SCAQMD). The Basin has been designated a nonattainment area for ozone, carbon monoxide, nitrogen dioxide, total suspended particulates and lead. The closest air monitoring station to the site is in Perris.

Temporary air quality impacts will result from project construction. When the project is completed and occupied, the project area will be directly affected by: (1) vehicle emissions from project traffic, (2) indirectly influenced by pollutants emitted by power generation plants which serve the project in the South Coast Basin. Projected total emissions will increase existing subregional emissions by 10.7%-23.3% within Source Receptor 25. The balanced land uses proposed by the Alberhill Ranch Specific Plan will allow residents to satisfy their recreational, commercial and educational needs within the project boundary, thereby reducing residents' reliance on motor vehicles. Bicycle/Pedestrian paths are provided between land uses. Air quality impacts are considered a significant adverse impact of the project.

To minimize dust generation SCAQMD Rule 403 requiring watering during grading operations shall be adhered to.

EXISTING CONDITIONS:

E. Wildlife and Vegetation

Native coastal sage scrub vegetation is found over the steeper hillsides on-site. Coastal sage scrub supports a moderate diversity of wildlife. Several bird species were observed foraging within the coastal sage scrub, including raptorial birds. Relatively large areas of introduced grassland are found on the more gentle southfacing hillsides of the site, replacing native communities following dryland farming. Native species have been replaced with adventitious "weedy" species. Introduced grassland supports a limited diversity of wildlife. The riparian/freshwater marsh vegetation complex forms a continuous border along most of Temescal Creek, varying in width from 30' to 100'. This habitat supports abundant and diverse wildlife habitats. These habitats serve as wildlife dispersion corridors important to regional wildlife populations. A Stephens' kangaroo rat trapping program determined that the SKR (an endangered species) occurs on-site. The endangered least bells vireo may also be present on-site along Temescal Creek. There are three sensitive plant species believed to exist on the southwesterly flank of Alberhill Mountain on-site (Allium fimbriatum var munzii, Dudleya multicaulis and Harpagophytum palmieri).

PROJECT IMPACTS:

Project implementation will require the removal of vegetation on approximately 1,300 acres of the site, which will destroy wildlife habitats as well. However, the Alberhill Ranch Specific Plan retains 531 acres of open space, permanently preserving sensitive riparian habitats along Temescal Creek, avoiding impacts to the least bells vireo. Development in areas presently occupied by the SKR will eliminate existing populations of the species. The three sensitive plant species known to exist on the southwestern flank of Alberhill Mountain will be removed by project development, resulting in the loss of sensitive resources potentially occurring here. These impacts are considered "significant".

MITIGATION MEASURES:

An erosion control plan shall be prepared for all development areas draining into Temescal Creek. Any modification to the Creek will require permits from the Department of Fish and Game and the U.S. Fish and Wildlife Service. Revegetation of slopes shall utilize native species. As the SKR is on the Federal Endangered Species List, project development will require a permit from the U.S. Fish and Wildlife Service. An Assessment Study shall be undertaken regarding the potential existence of the three sensitive plant species believed to exist on the southwestern flank of Alberhill Mountain.

EXISTING CONDITIONS:

F. Land Use

All but eight acres of the 1,853 acre Alberhill Ranch Specific Plan and all of the 822 acre Annexation Area are currently located in unincorporated Riverside County, within the Sphere of Influence of the City of Lake Elsinore. Clay mining activities were conducted on the Specific Plan site for the past 100 years, though they were recently discontinued. The 822 acre Annexation Area is composed of five physically separate areas to the north, west and south of the Specific Plan site. The area is largely vacant, though some residences exist in the Nichols Road/Terra Cotta Road area. The majority of the Specific Plan site and some of the Annexation Area is designated for "Mineral Resources" on the County of Riverside Open Space and Conservation Map. Portions of the site and Annexation Area are designated "Areas Not Designated as Open Space and "Mountainous". Surrounding land use include clay mining activities to the west of the site, near Lake Street interchange. To the north and east, where terrain is steeper, is primarily vacant land with rural residential uses. Residential development has recently occurred immediately south and west of the project site.

PROJECT IMPACTS:

Project approval will result in the annexation of 2,667 acres into the City of Lake Elsinore. On-site land use within the Annexation Area will not be altered by project approval, as no development is proposed. Proposed rezoning designations within the Nichols Road/Terra Cotta Road portion of the Annexation Area include 45 acres of R-1 zoning, allowing 270 d.u. and 71 acres of R-S, allowing 36 d.u. The rest of the Annexation Area is proposed for designation as "SPA", Specific Plan Area. For the Alberhill Ranch Specific Plan site, project approval will result in a "Specific Plan" designation on the City General Plan and the construction of 3,705 d.u. on 896 acres of the site, 531 acres of open space, 254 acres of commercial use, 30 acres parks and 50 acres of school/park sites. A gross density of approximately 2 d.u./acre is achieved by the proposed Specific Plan, which is comparable to the residential densities immediately adjacent to the site. In the extreme southern portion of the site, 169 acres are designated "Rural Residential" (2 d.u./ac.), which is compatible with the very low density residential uses existing off-site east of Terra Cotta Road.

MITIGATION MEASURES:

The preparation of the Alberhill Ranch Specific Plan complies with the City of Lake Elsinore General Plan designation and it contains special land use and design controls that are not available when land develops on a tract by tract basis. Adequate school facilities, parks and open space, circulation, etc. are provided, as are design guidelines, site planning criteria, etc. No additional mitigation for impacts to land use are recommended.

EXISTING CONDITIONS

G. Population and Housing

The City of Lake Elsinore had a 1988 population of 12,800. SCAG GMA-1 Baseline Projections call for a 2010 population of 45,597 within 20,739 d.u. Central Riverside had a 1988 population of 237,100, with a projected population of 581,400 for the year 2010.

PROJECT IMPACTS

Utilizing the factors established by the City of Lake Elsinore for park dedication requirements, a population of 11,841 persons would be generated by the Alberhill Ranch Specific Plan. A population of 1,114 persons would be generated within the portions of the Annexation Area proposed for pre-zoning as R-1 and R-S. The resulting 12,955 population represents a 100% increase to the 1988 City population; however, SCAG GMA-1 Baseline Projections are not exceeded. The Alberhill Ranch Specific Plan also proposed 254 acres of commercial use, creating an estimated 3,097 jobs for project and area residents, enhancing the job/housing balance in the region.

MITIGATION MEASURES

No mitigation measures are recommended for the increased housing and population generated by the project. Mitigation measures relative to the increased demand for service as a result of the annexation request are discussed in Section IV. M., Public Facilities and Services.

H. Energy Resources

Since the termination of clay mining activities on-site, the project site consumes little or no energy.

The Alberhill Ranch Specific Plan will create a demand for 749,200 cubic feet of natural gas per day and 182,946 kwh of electricity per day. The 306 units which could be accommodated within the R-1 and R-S zoning of the annexation area will consume 67,983 cubic feet of natural gas and 6,000 kwh of electricity.

The Architectural Guidelines for the Alberhill Ranch Specific Plan requires that future development comply with several measures relating to energy conservation.

I. Aesthetics

The 1,853-acre Alberhill Ranch site is traversed by a major ridgeline located west of and parallel to I-15, so that the primary appearance of the site from areas to the east is one of undeveloped hillsides and open space. Within the interior of the site, the natural terrain has been extensively altered by clay mining activities over the past 100 years, resulting in large pits, access roads, de-silting ponds, etc. Significant topographic features in the southern portion of the site also shield the interior of the site from view. The site's appearance is also influenced by the riparian habitat found along Temescal Creek on-site.

Implementation of the Alberhill Ranch Specific Plan will permanently alter the nature and appearance of the site through grading and development. Approximately 531 acres of the site will remain as open space, encompassing the significant ridgeline located west of and parallel to I-15, as well as the riparian vegetation associated with Temescal Creek. No grading is proposed within this area; therefore appearances of the site from portions of I-15 will not be impacted by project development. Project approval will significantly improve the appearance of the mined area on-site. In addition, the Specific Plan contains Development Standards and Design Guidelines which regulate future development within the project.

The Specific Plan proposes land uses, standards and design guidelines which mitigate visual impacts of project development. No additional mitigation measures are recommended.

J. Historic and Prehistoric Resources

One previously recorded archaeological site is present on-site and two new sites were located during survey activities. One new site supported a short-term use such as stone tool manufacture. Site two appears to be a male-oriented flaking station. One historical site is located on-site, consisting of remnant mining activities of Pacific Sewer Pipe, possibly dated 1890. Five previously-recorded paleontological sites were identified and two new localities were found.

Project grading could result in the destruction of known and unknown on-site archaeological and paleontological resources, without proper mitigation. All known sites will be directly impacted by development. The mining historical site will be removed as a result of project development; however, its recordation is adequate mitigation.

For archaeological resources, data collection for site one shall be performed and data collection/testing program shall be performed for site two. An archaeologist shall be contacted if any cultural resources are found during grading. Samples shall be collected from known sites prior to project grading. Grading in the sediments of the Silverado, Pauba and Older Alluvium shall be monitored full time to permit the collection of specimens.

EXISTING CONDITIONS

Fossils of several species were recovered within the Silverado Formation, which has a high paleontologic sensitivity.

K. Mineral Resources

Clay has been mined on-site for the past 100 years, though Pacific Clay Products recently terminated mining on-site because it became economically infeasible. Clay mining has severely altered the natural topography on approximately 500 acres of the site. Portions of the clay deposits on-site have been classified by the State Division of Mines and Geology as MRZ-2, Significant Mineral Deposits. In response to State MRZ zoning, the County of Riverside General Plan designates the site for "Mineral Resources" use.

L. Circulation

Roadways that will be utilized by the project include I-15, Lake St., Robb Rd., Nichols Rd., Coal Rd., Terra Cotta Rd., Collier Ave., Lakeshore Dr., Lincoln St. and Riverside Dr. All intersections in the vicinity of the site operate at a Level of Service C or better for existing p.m. peak hour condition, except for the intersection of Machado St. at Lakeshore Dr., which needs signalization.

PROJECT IMPACTS

Project development will preclude future use of the site for clay extraction; however, this use has been found to be economically infeasible. The Specific Plan proposal would eliminate the State MRZ zone from the site. The mined area of the site will require "reclamation" in order to accommodate the project.

The Alberhill Ranch Specific Plan proposes an on-site circulation system which implements the Riverside county and City of Lake Elsinore Circulation Elements. Bike trails, pedestrian walkways and an equestrian/hiking trail are also proposed. The project will generate 80,070 external trips and 576,500 miles of travel per day. All intersections but one in the project area are projected to operate at

MITIGATION MEASURES

An amendment to a previously approved Reclamation Plan for the mined area must be reviewed and approved by the City and/or the State Mining Board.

Improve Lake St. between Coal Rd. and I-15 to an Arterial; improve Coal Rd. between Lake St. and Terra Cotta Rd. to a Major; improve Nichols Rd. between Coal Rd. and the project boundary east of I-15 to a Major; improve Robb Rd. to an Arterial between Coal Rd. and Lakeshore Dr. and improve Terra Cotta Rd. to a Modified Secondary between Nichols Rd. and Lakeshore Dr. Intersection

EXISTING CONDITIONS

PROJECT IMPACTS

MITIGATION MEASURES

Level of Service (LOS) C or better in the p.m. peak hour, with proposed improvements. For future traffic conditions with area wide growth and surrounding development plus the project, all intersections but one in the vicinity of the site will operate at LOS C or better. To achieve LOS C at all intersections, Lake St. should be upgraded to an urban arterial between I-15 and Coal Road.

geometrics recommended by the Traffic Study should be implemented. For existing plus project traffic conditions, traffic signals are warranted at 10 intersections.

M. Public Facilities and Services

The project area is provided services by the following agencies: Fire protection - California Dept. of Forestry and Riverside County Fire Dept.; Police protection - Riverside County Sheriff Dept.; Schools - Lake Elsinore and Elsinore Union High School Districts; Parks and Recreation - Lake Elsinore Recreational and Park District; Electricity - Southern California Edison; Natural Gas - Southern California Gas Co.; Telephone - General Telephone; Solid Waste - County Dept. of Waste Management.

There are presently no fire stations within the required response time for the proposed Category II urban development, though the City of Lake Elsinore may be acquiring a site on Lincoln St., north of Machado which would be capable of providing an acceptable level of service. Project implementation will result in the need for 22 additional deputies in order to achieve the desired officer/resident ratio. The Alberhill Ranch project would generate an estimated 2,224 students and proposes two 15-acre elementary school and one 20-acre junior high school sites. The Alberhill Ranch Specific Plan and the 306 units which could be accommodated within the R-1 and R-S portions of the Annexation Area would result in a 2,973 average day and 5,776 MGD maximum day demand for water.

The project will be required to satisfy City and County Fire Department standards for fire stations. A Mello-Ross District may be formed to pay for certain project expenses. The project will be subject to school impact fees imposed by AB 2926. All conditions pertaining to water and wastewater requirements as specified by the Elsinore Valley Municipal Water Dist. shall be followed. In order to conserve water, the project shall comply with Title 20 of the Calif. Admin. Code. Park lands shall be provided in accordance with City of Lake Elsinore Ordinance 85-34. Building energy conservation shall be achieved by compliance with Title 24 of the Calif. Admin. Code. The Specific Plan includes guidelines for provision of trash collection stations.

EXISTING CONDITIONS

PROJECT IMPACTS

MITIGATION MEASURES

A water distribution system is proposed to serve the project area. Portions of the site would have to be served by the 1800.5 pressure zone system, which has no facilities at this time and will require a regional pump station, lines and storage reservoirs. Total average daily flows of 1.3693 MGD of sewage are anticipated. To provide sewage facilities, the master planned treatment plant westerly of Temescal Road must be constructed, although an interim plan is available for a portion of the project, utilizing the existing Cheney Street facility. The project will create a demand for 58.73 acres of recreation facilities, per City Resolution 85-34. The Alberhill Ranch Specific Plan proposes a total of 80 acres of schools and parks, including a 30-acre Community Park. The project proposes a 14' equestrian/hiking trail from Nichols Road north through the open space, providing a connection to Lake Street for future off-site recreational uses as part of the County Park Department's proposed trail system. The project will create a demand for 182,946 kwh of electricity per day and 1,140,581 c.f. of natural gas per month. The project will generate 46 tons of solid waste per day, shortening the life of the Double Butte and El Sobrante Disposal sites.



REPORT TO CITY COUNCIL

TO: HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL

FROM: TOM EVANS
INTERIM CITY MANAGER

DATE: NOVEMBER 13, 2012

SUBJECT: VESTING TENTATIVE TRACT MAP (VTTM) NO. 35001 - A REQUEST TO SUBDIVIDE 400.3 ACRES OF LAND INTO 1,065 TOTAL LOTS (1,056 SINGLE-FAMILY RESIDENTIAL, 1 HIGH DENSITY RESIDENTIAL, 2 SUBURBAN VILLAGE COMMERCIAL, 2 COMMERCIAL/PUBLIC SAFETY, 2 PUBLIC PARK, 1 EVMWD TANK SITE, AND 1 DETENTION BASIN). THE TRACT MAP IS LOCATED ON THE EAST SIDE OF LAKE STREET, NEAR THE NORTHEAST CORNER OF NICHOLS ROAD AND LAKE STREET. ENVIRONMENTAL CLEARANCE IS PROVIDED BY ADDENDUM NO. 4 TO THE 1989 FINAL ALBERHILL RANCH SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT.

AMENDED AND RESTATED DEVELOPMENT AGREEMENT - A REQUEST FOR APPROVAL OF AN AMENDMENT AND RESTATEMENT TO A 1990 DEVELOPMENT AGREEMENT, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 65864-65869.5, IN CONNECTION WITH THE VESTING OF CITY REGULATIONS GOVERNING DEVELOPMENT OF APPROXIMATELY 403 ACRES OF LAND LOCATED WITHIN PROPOSED VTTM 35001. GENERALLY LOCATED ON THE EAST SIDE OF LAKE STREET, NEAR THE NORTHEAST CORNER OF NICHOLS ROAD AND LAKE STREET. ENVIRONMENTAL CLEARANCE IS PROVIDED BY ADDENDUM NO. 4 TO THE 1989 FINAL ALBERHILL RANCH SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT.

Recommendation

Adopt Resolution No. 2012-___ approving Vesting Tentative Tract Map No. 35001 based on the Findings, Exhibits, and proposed Conditions of Approval.

Background

On October 16, 2012, the proposed Vesting Tentative Tract Map and Development Agreement (the 'Project') were reviewed by the Planning Commission. Overall, the Planning Commission expressed satisfaction with the Project and voted to recommend approval to the City Council.

Discussion

The project applicant and landowner, Castle and Cooke, Lake Elsinore West, Inc., proposes Vested Tentative Tract Map No. 35001 (VTTM No. 35001), located within a portion of the Brighton ARSP #1 for future mixed land use. VTTM No. 35001 encompasses approximately 400-acres within a portion of the overall 998 acre Brighton ARSP #1 area for future construction of two public parks totaling 10 acres (6.9 acres and 3.1 acres), a 38.8 acre linear park, and up to 1,401 dwelling units and 1,358,000 square feet of commercial and office space.

VTTM No. 35001 overlays approximately 400 acres within the current land use designations in the Brighton ARSP #1. No Specific Plan land use changes are proposed with the VTTM No. 35001. The remaining approximate 600 acres of the Brighton Specific Plan area was sold by the former property owner, Tri-Valley I, to the County of Riverside in 2004 for conservation purposes (the "Tri-Valley Transaction") consistent with the Multiple Species Habitat Conservation Plan. With the purchase of the 600 acres by the County, approximately 1,334 dwelling units and 1,364,500 square feet of commercial land uses were "removed" from the ARSP, and consequently reduced the environmental impacts previously described within the Alberhill Ranch Specific Plan Environmental Impact Report (EIR).

The project applicant also requested approval of an Amended and Restated Development Agreement clarifying the rights and obligations of the Developer and the City as to the approximate 400 acres of remaining developable property. In light of the modifications and intervening delays caused by the County acquisition of 600 acres, the adoption of the Multiple Species Habitat Conservation Plan (MSHCP) and other factors detailed in the proposed Amended and Restated Development Agreement, the duration of the Development Agreement would have been extended to 2024.

It should be noted however, that on October 23, 2012, the Mayor, Interim City Manager and City Attorney met with the WRCOG Executive Director and General Counsel regarding the Brighton Development Agreement.

WRCOG representatives were fundamentally opposed to the D.A. on the basis that too much time had elapsed since the original D.A. technically ended. Notwithstanding the City's belief the Amended and Restated D.A. was appropriate, WRCOG would not agree.

WRCOG has various options available to it if the City were to proceed with the D.A. One option is to limit or cancel any Measure A funds annually administered to the City. Staff estimates current Measure A funds are approximately one million dollars per year to the City's budget. Staff believes the consequences of approving the D.A. far exceed the potential value of the D.A. to the City. Therefore, staff recommends that the City Council not approve the D.A. but proceed with the approval of VTTM 35001 as proposed. It should be noted that the applicant has provided a letter with an attached table calculation explaining the background of the D.A. as well as providing a cost analysis of the project (ref. Attachment 5).

In lieu of the D.A., the nexus requirement for VTTM based on the Quimby Act for park dedication is 23.6 acres. In accordance with the Brighton Specific Plan, VTTM 35001 receives credit for 10.5 acres of parkland within the 22.4 acre Alberhill Ranch Community Park across Nichols road to the south within the Murdock Alberhill Ranch Specific Plan (Tract No. 28214-4). Per the Brighton Specific Plan, which requires a minimum 5 acre park, the developer shall dedicate a 5.9 acre park within the development. The developer can either dedicate the remaining 3.1 acre park shown on the conceptual tract map and pay 4.1 remaining acres of Quimby fees, or pay 7.2 acres of Quimby fees to total 13.1 acres of parkland/Quimby fee requirements. Because the Linear Park along Lake Street and Nichols Road totaling 38.8 acres does not accommodate active amenities, they shall not be counted towards satisfying City Quimby requirements. No other parks or Quimby fees within VTTM 35001 will be required by the City

Environmental Determination

The Addendum EIR is prepared in accordance with Section 15164 of the State CEQA Guidelines and sufficiently evaluates impacts resulting with the proposed VTTM.

The results of the EIR Addendum No. IV analysis note no significant environmental changes as a result of adopting the VTTM No. 35001 project. This conclusion is based on two primary factors. First, the proposed VTTM No. 35001 proposes no changes to the adopted Specific Plan landuses that were analyzed and mitigated through the ARSP EIR and Brighton EIR Addendum. Second, the County acquisition of the remaining approximate 600 acres of the Brighton ARSP #1area for conservation has reduced the total dwelling units and commercial square footage for the entire Brighton ARSP #1area. This 60% reduction in Brighton ARSP #1land use area resulting from the County approximate 600-acre acquisition for conservation has lessened the intensity of potential human urban impacts from the planning area in all topical CEQA analysis areas. Since the environmental impacts have not been increased, but lessened, with the proposed VTTM No. 35001, the CEQA Addendum is the appropriate document. The CEQA Addendum analysis describes the entire ARSP area, the historical entitlement activity within this ARSP Specific Plan area, and topical analysis of CEQA impacts proposed with the proposed VTTM No. 35001.

Staff has no issues or concerns regarding the Addendum EIR which finds that there are no greater impacts resulting from the Vesting Tentative Tract Map approval than the proposed project evaluated through the Alberhill Ranch EIR and the Brighton Alberhill Ranch EIR Addendum.

Fiscal Impact

The proposed project will have no fiscal impact to the community since no development is proposed at this time.

Prepared by: Kirt A. Coury
Project Planner

Reviewed by: Warren Morelion, AICP
Acting Community Development Director

Approved by: Tom Evans
Interim City Manager

Exhibits:

1. Vicinity Map
2. City Council Resolution
3. Conditions of Approval
4. Planning Commission Staff Report dated October 16, 2012
5. Letter from the applicant dated November 7, 2012
6. Full Sized Plans



REPORT TO PLANNING COMMISSION

TO: HONORABLE CHAIRMAN
AND MEMBERS OF THE PLANNING COMMISSION

FROM: WARREN MORELION, AICP
ACTING COMMUNITY DEVELOPMENT DIRECTOR

DATE: OCTOBER 16, 2012

SUBJECT: VESTING TENTATIVE TRACT MAP (VTTM) NO. 35001 - A REQUEST TO SUBDIVIDE APPROXIMATELY 400 ACRES OF LAND INTO 1,065 TOTAL LOTS (1,056 SINGLE-FAMILY RESIDENTIAL, 1 HIGH DENSITY RESIDENTIAL, 2 SUBURBAN VILLAGE COMMERCIAL, 2 COMMERCIAL/PUBLIC SAFETY, 2 PUBLIC PARK, 1 EVMWD TANK SITE, AND 1 DETENTION BASIN). THE TRACT MAP IS GENERALLY LOCATED ON THE EAST SIDE OF LAKE STREET, NEAR THE NORTHEAST CORNER OF NICHOLS ROAD AND LAKE STREET. ENVIRONMENTAL CLEARANCE IS PROVIDED BY ADDENDUM NO. IV TO THE 1989 FINAL ALBERHILL RANCH SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT.

AMENDED AND RESTATED DEVELOPMENT AGREEMENT - THE APPLICANT IS REQUESTING APPROVAL OF AN AMENDMENT AND RESTATEMENT TO A 1990 DEVELOPMENT AGREEMENT, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 65864-65869.5, IN CONNECTION WITH THE VESTING OF CITY REGULATIONS GOVERNING DEVELOPMENT OF APPROXIMATELY 400 ACRES OF LAND LOCATED WITHIN PROPOSED VTTM 35001. GENERALLY LOCATED ON THE EAST SIDE OF LAKE STREET, NEAR THE NORTHEAST CORNER OF NICHOLS ROAD AND LAKE STREET. ENVIRONMENTAL CLEARANCE IS PROVIDED BY ADDENDUM NO. IV TO THE 1989 FINAL ALBERHILL RANCH SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT.

APPLICANT/: TOM TOMLINSON, CASTLE & COOKE, LAKE ELSINORE, WESTOWNER, INC., 6455 ALBERHILL RANCH ROAD, STREET, LAKE ELSINORE CA 92530

BACKGROUND

In 1991, the Alberhill Ranch Specific Plan (ARSP) was amended by Brighton Homes of Orange County to separate a 998-acre area from the ARSP and create an entirely different Specific Plan out of the original 1,853 acre ARSP area. The amendment became known as the Alberhill Ranch Specific Plan Amendment #1 (Brighton ARSP #1). It was the intent of the City in approving Brighton ARSP #1 to add dwelling units and permit development of a maximum of 2,735 residential units, the first 18-hole championship golf course inside the City, and 89 acres of commercial shopping, office and higher density residential opportunities, including affordable housing.

The Brighton ARSP #1 City entitlements included a Development Agreement (DA) approved on July 11, 1990 and DA Amendment #1 approved on September 10, 1991 (collectively, the Original DA) that vested development rights for the duration of the DA. In addition, the Brighton ARSP #1 provided for smaller public parks, compared to the original ARSP, as an open space/park tradeoff for the adjoining 34 acre, now 22.4 acre, Murdock Alberhill Ranch Community Park at the corner of Lake Street and Nichols Road.

PROJECT REQUEST/DESCRIPTION

The project applicant and landowner, Castle and Cooke, Lake Elsinore West, Inc., proposes Vested Tentative Tract Map No. 35001 (VTTM No. 35001), located within a portion of the Brighton ARSP #1 for future mixed land use. VTTM No. 35001 encompasses approximately 400-acres within a portion of the overall 998 acre Brighton ARSP #1 area for future construction of two public parks totaling 10 acres (6.9 acres and 3.1 acres), a 38.8 acre linear park, and up to 1,401 dwelling units and 1,358,000 square feet of commercial and office space.

VTTM No. 35001 overlays approximately 400 acres within the current land use designations in the Brighton ARSP #1. No Specific Plan land use changes are proposed with the VTTM No. 35001. The remaining approximate 600 acres of the Brighton Specific Plan area was sold by the former property owner, Tri-Valley I, to the County of Riverside in 2004 for conservation purposes (the "Tri-Valley Transaction") consistent with the Multiple Species Habitat Conservation Plan. With the purchase of the 600 acres by the County, approximately 1,334 dwelling units and 1,364,500 square feet of commercial land uses were "removed" from the ARSP, and consequently reduced the environmental impacts previously described within the Alberhill Ranch Specific Plan Environmental Impact Report (EIR).

The project applicant also requests approval of an Amended and Restated Development Agreement clarifying the rights and obligations of the Developer and the City as to the approximate 400 acres of remaining developable property. In light of the modifications and intervening delays caused by the County acquisition of 600 acres, the adoption of the Multiple Species Habitat Conservation Plan (MSHCP) and other factors detailed in the proposed Amended and Restated Development Agreement, the duration of the Development Agreement is extended to 2024.

PROJECT LOCATION

The approximate 400 acre VTTM No. 35001 site, within the Brighton ARSP #1 area is bounded by Nichols Road and Lake Street, including a common collector Road (Alberhill Ranch and Ridge Road) with the adjacent Murdock Alberhill Ranch Specific Plan area. The project site is accessible from both Lake Street and Nichols Road.

ENVIRONMENTAL SETTING

The project site is bound by undeveloped/vacant land to the north and on the east, by undeveloped single family homes within the Alberhill Ranch to the southeast; and on the west by the Pacific Clay properties and future Alberhill Villages Specific Plan area.

	EXISTING LAND USE	ZONING	GENERAL PLAN
Project Site	Vacant	Specific Plan	Specific Plan
North	Vacant Future Conservation	Specific Plan	Specific Plan
South	Alberhill Ranch	Specific Plan	Specific Plan
East	Vacant Future Conservation and Murdock Alberhill Ranch Specific Plan	Specific Plan	Specific Plan
West	Mining	M-3	Future Residential Mixed Land Use

Amended and Restated Development Agreement

The VTTM No. 35001 area is a portion of the larger 998 acre Brighton ARSP #1 area subject to the Original DA. In light of the sale of approximately 600 acres to the County of Riverside for future conservation, the land plan now depicts a reduced development area of approximately 400 acres, referred to as the Alberhill Ridge Project, VTTM No. 35001, for future mixed use development. The land plan eliminates the proposed golf course which was designated for development primarily within the 600 acre conservation area acquired by the County of Riverside.

The Original DA was prepared in the early 1990's and vested the land uses within the 998 acres as established by the Brighton ARSP #1. The Amended and Restated Development Agreement acknowledges the extension of the vested rights conferred by the Development

Agreement as to the approximate 400 acres of developer property covered by VTTM No. 35001 with approximately 1,401 DU's including 1,056 Single Family DU's and 345 Multi-family DU's along with 44.4 acres of Suburban Village. A lot line adjustment is contemplated in the future with will adjust the precise boundaries of the developer property and will likely require a VTTM Amendment. The following are the key elements of the Amended and Restated Development Agreement:

1. The Riverside County 600 acres permanent open space now accounts for the passive open space described in the original DA and the golf course open space.
2. In the Original DA, the golf course was deemed to satisfy any deficiencies in the City required park and recreation uses or Quimby in-lieu fees. The Amended and Restated DA and the Alberhill Ridge land use plan now provides for a 10.5 acre credit against the 22.4 acre Alberhill Ranch Community Park per the Original DA agreement and Brighton ARSP #1, and a combination of 48.8 acres of additional active and linear parks and connecting trails. This park acreage satisfies the City's park requirements.
3. The Original DA required a 15 acre park/school site. The Amended and Restated DA provides for a 6.9 acre public park site adjacent to a 14.63 acre public school site for a new total of 21.5 acres, school/park site. A new 3.1 acre public park is located on a ridge top area next to the proposed water tank facility.
4. Developer will continue to design and construct improvements to the circulation system including roadway widening to Lake Street and Nichols Road and Coal Road along the Alberhill Ridge project frontage in accordance with the City's Circulation Element and the project's Traffic Impact Analysis prepared by Lindscott, Law and Greenspan dated February 29, 2012.
5. Developer will construct Nichols Road for approximately 3000 Lineal Feet and construct the street section adjacent to the County owned property.
6. The duration of the Original DA was for 15 years. The Amended and Restated DA recognizes the tolling of the DA as a matter of law and provides for an additional 12 years from the date of the Amended and Restated DA approval by the City Council.
7. Section 9.5 Fees generally provides that the Developer will pay (i) all land use application and permit processing fees in effect at the time applications are submitted and (ii) all existing and future citywide development impact fees in effect and at the time building permits are issued in addition to a \$3000 per DU "Development Agreement Fee". The project will pay MSHCP Fees in accordance with the Tri-Valley Transaction and will be exempt from TUMF fees pursuant to the Original DA.
8. The Amended and Restated DA adds a provision that protects the subdivision map submission of the Preliminary Water Quality Management Plan (WQMP) from

subsequent changes in the WQMP that would add additional costs, or modify the adopted subdivision land use plan.

Vesting Tentative Tract Map No. 35001

VTTM No. 35001 proposes 1,056 single family residential lots, 1 High Density Residential lot, 2 Suburban Village Commercial lots, 2 Commercial/Public Safety lots, 2 Public Park lots, 1 EVMWD Tank Site, and 1 Detention Basin. The proposed single family detached residential lots range in minimum lot size from 4,200 square feet to 5,000 square feet. Staff has determined that the Vesting Tentative Tract Map complies the Single-Family I (SF I) and Single-Family II (SF-II) areas of the Brighton Alberhill Ranch Specific Plan, and Section 16 "Subdivisions" of the Lake Elsinore Municipal Code, Section(s) 66424 and 66427 of the California Subdivision Map Act.

The proposed subdivision is located within and regulated by the Brighton ARSP #1. The uses proposed within the Vesting Tentative Tract Map, including attached and detached single- and multi-family residential development, commercial and office development and open space areas, are consistent with the Brighton ARSP #1. The proposed Vesting Tentative Tract Map does not conflict with the intended land uses and their respective locations, nor does the map conflict with the standards, objectives, and guidelines contained in the Brighton ARSP #1.

The applicant is considering subdivision of the project site into single family and high density residential lots, as well as commercial and park lots and tank and detention basin sites. Architectural and/or building plans for future commercial, single family and multifamily areas, plotting plans, preliminary wall and fence plans, etc, are not proposed at this time. These issues will be addressed when the applicant submits for Design Review approval in the future.

ANALYSIS

City Planning and Engineering staff have reviewed the proposed Vesting Tentative Tract Map and have no concerns, as conditioned. The proposed Vesting Tentative Tract Map is consistent with development standards contained in the Brighton ARSP #1 document in terms of lot size, street widths, and other Planning and Engineering standards and requirements. The proposed project is consistent with the single family and multi-family zoning designations. The Vesting Tentative Tract Map is consistent with Sections 66424 and 66427 of the California Subdivision Map Act, and Section 16 "Subdivisions" of the Lake Elsinore Municipal Code. Staff has reviewed the proposed Amended and Restated Development Agreement and has no concerns.

ENVIRONMENTAL DETERMINATION

The Addendum EIR is prepared in accordance with Section 15164 of the State CEQA Guidelines and sufficiently evaluates impacts resulting with the proposed VTTM.

The results of the EIR Addendum No. IV analysis note no significant environmental changes as a result of adopting the VTTM No. 35001 project. This conclusion is based on two primary factors. First, the proposed VTTM No. 35001 proposes no changes to the adopted Specific Plan land uses that were analyzed and mitigated through the ARSP EIR and Brighton EIR Addendum. Second, the County acquisition of the remaining approximate 600 acres of the Brighton ARSP #1 area for conservation has reduced the total dwelling units and commercial square footage for the entire Brighton ARSP #1 area. This 60% reduction in Brighton ARSP #1 land use area resulting from the County approximate 600-acre acquisition for conservation has lessened the intensity of potential human urban impacts from the planning area in all topical CEQA analysis areas. Since the environmental impacts have not been increased, but lessened, with the proposed VTTM No. 35001, the CEQA Addendum is the appropriate document. The CEQA Addendum analysis describes the entire ARSP area, the historical entitlement activity within this ARSP Specific Plan area, and topical analysis of CEQA impacts proposed with the proposed VTTM No. 35001.

Staff has no issues or concerns regarding the Addendum EIR which finds that there are no greater impacts resulting from the Vesting Tentative Tract Map approval than the proposed project evaluated through the Alberhill Ranch EIR and the Brighton Alberhill Ranch EIR Addendum.

RECOMMENDATION

Staff recommends that the Planning Commission take the following actions:

1. Adopt Resolution No. 2012-____, recommending that the City Council of the City of Lake Elsinore, California, make Findings that the Project identified as Vesting Tentative Tract Map No. 35001 is in compliance with the Multiple Species Habitat Conservation Plan (MSHCP).
2. Adopt Resolution No. 2012-____, recommending to the City Council of the City of Lake Elsinore, California, adoption of findings to certify Addendum No. IV to the Alberhill Ranch Specific Plan Final Environmental Impact Report (State Clearinghouse No. 88090517).
3. Adopt Resolution No. 2012-____, recommending to the City Council of the City of Lake Elsinore, California, approval of Vesting Tentative Tract Map No. 35001, based on the attached findings, exhibits and conditions of approval.
4. Adopt Resolution No. 2102-____, recommending to the City Council of the City of Lake Elsinore, California, adopting findings that recommend adoption of the Amended and Restated Development Agreement between the City of Lake Elsinore and Castle & Cooke, Lake Elsinore West, Inc., as successor in interest to Brighton Alberhill Associates, for Alberhill Ranch Development.

TTM No. 35001
October 16, 2012
Page 7 of 7

Prepared By: Kirt A. Coury, 
Project Planner

Approved By: Warren Morelion, AICP 
Acting Community Development Director

ATTACHMENTS

1. Vicinity Map
2. Resolution No. 2012 -__ recommending approval of the MSHCP Findings
3. Resolution No. 2012-__ recommending approval of the CEQA Addendum # IV
4. Resolution No. 2012-__ recommending approval of Vesting Tentative Tract Map 35001
5. Resolution No. 2012-__ recommending approval of the Development Agreement Amendment #2 Ordinance.
6. VTTM 35001 Conditions of Approval with CEQA Mitigation Monitoring Program
7. Amended and Restated Development Agreement
8. Tentative Tract Map 35001 (Reduction & Full Size)
9. Addendum No. IV to the Final EIR for the Brighton Specific Plan

MINUTES

**CITY COUNCIL and SUCCESSOR AGENCY
TO THE REDEVELOPMENT AGENCY
OF THE CITY OF LAKE ELSINORE
REGULAR MEETING
CITY OF LAKE ELSINORE
EVMWD BOARDROOM, 31315 CHANEY STREET
LAKE ELSINORE, CALIFORNIA**

TUESDAY, DECEMBER 11, 2012

.....

CALL TO ORDER - 5:00 P.M.

Mayor Tisdale called the meeting to order at 5:07 p.m.

ROLL CALL

PRESENT: Mayor Tisdale
Mayor Pro Tem Hickman
Council Member Johnson
Council Member Magee
Council Member Manos

ABSENT: None

Also present: City Attorney Leibold, City Manager Yates, and City Clerk Bloom.

CITY COUNCIL CLOSED SESSION

- (1a) CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to subdivision (b) of Gov't Code
Section 54956.9: 2 potential cases

City Attorney Leibold announced that the City Council would be meeting in Closed Session to discuss Agenda Item No. 1a.

PUBLIC COMMENTS

None

Mayor Tisdale adjourned the meeting into Closed Session at 5:08 p.m. The Closed Session adjourned at 6:08 p.m.

CALL BACK TO ORDER - 7:00 P.M.

Mayor Tisdale called the meeting back to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Council Member Manos led the pledge of allegiance.

ROLL CALL

PRESENT: Mayor Tisdale
Mayor Pro Tem Hickman
Council Member Johnson
Council Member Magee
Council Member Manos

ABSENT: None

Also present: City Attorney Leibold, City Manager Yates, City Clerk Bloom, Director of Lake, Parks and Recreation Kilroy, Director of Administrative Services Riley, Public Works Director Seumalo, Acting Planning Manager MacHott, Management Analyst Carlson, Parks & Recreation Manager Davis, Fire Chief Barr and Police Chief Kennedy-Smith.

CLOSED SESSION REPORT

City Attorney Leibold announced that the City Council met in Closed Session to discuss Agenda Item No. 1a; no reportable action taken.

PRESENTATIONS / CEREMONIALS

- Certificate of Recognition of Council Member Melissa Melendez
- Certificate of Recognition of Council Member Peter Weber
- Introduction of new Community Services Officer (CSO) Roxanne Baca of the Crime Free Multi Housing Program

Mayor Tisdale presented a Certificate of Recognition to out-going Council Member Melendez for her years of service on the City Council. Assembly Member Melendez congratulated the new members serving the City Council and City Manager Yates.

Mayor Tisdale presented a Certificate of Recognition to out-going Council Member Peter Weber. He thanked Mr. Weber for his 14 months of service to the City of Lake Elsinore. Mr. Weber thanked his family for allowing him to serve on the Council. He stated that the City was in a good position for taking leadership from Assembly Member Melendez and Supervisor Jeffries, both who are strong advocates for Lake Elsinore.

Police Chief Kennedy-Smith introduced Roxanne Baca who will be representing the City of Lake Elsinore as the new Community Service Officer. Ms. Baca thanked the City Council for the opportunity and is looking forward to launching the Crime Free Multi-Housing and Neighborhood Watch Programs.

PUBLIC COMMENTS – NON-AGENDIZED ITEMS – 1 MINUTE

None

CONSENT CALENDAR

(2) Approval of Minutes

Recommendation: It is recommended that the City Council approve the Minutes of the Special City Council Meeting of December 4, 2012.

(3) Warrant List dated November 15 & 29, 2012

Recommendation: Receive and file Warrant lists dated November 15 & 29, 2012.

(4) Investment Report for October 2012

Recommendation: Receive and file report.

(5) Waiver for Serving Alcohol in Public at Wild Wild West BBQ Championship Special Event

Recommendation: It is recommended that the City Council waive the Lake Elsinore Municipal Code section 9.28.030 Furnishing alcoholic beverages in public for the proposed Wild Wild West BBQ Championship Special Event, subject to compliance with all other conditions for the event as approved by the City Manager.

(6) Notice of Completion Slope and Drainage Repairs Various Locations Project No. 4366

Recommendations: It is recommended that the City Council: A) Accept the improvements into the City Maintained System; B) Approve Final Contract Change Order No. 1 for Landmark Site Contractors in the amount of \$16,949.35; C) File the Notice of Completion with the County Recorder; and D) Release all retention monies 35 days after the filing of the Notice of Completion

(7) Notice of Completion Boat Launch Facility Improvement Project No. 4237

Recommendation: It is recommended that the City Council: A) Approve Contract Change Order No. 1 to Fiber Docks in the amount of \$27,973.88; B) Approve final contract change order to Reyes Construction for \$49,771; C) Authorize the use of available unallocated revenue funds in the amount of \$26,752.76; D) File the Notice of Completion with the County Recorder; and E) Release all retention monies 35 days after the filing of the Notice of Completion.

(8) Annual Adoption of Investment Policy

Recommendation: It is recommended that the City Council approve the City's investment policy.

It was moved by Mayor Pro Tem Hickman and seconded by Council Member Manos to approve all the items under the Consent agenda; the motion passed unanimously.

PUBLIC HEARING(S)

- (9) Zoning Code Amendment No. 2012-03 – Modifying the City of Lake Elsinore Municipal Code, Title 17 – Zoning, to add “Emergency Shelter,” “Transitional” and “Supportive Housing” to Chapter 17.08 – Definitions; to add Emergency Shelter as a Permitted Use Within the Commercial Manufacturing (CM) and General Manufacturing (M2) Zones; and to add Transitional and Supportive Housing as a Permitted Use Within the High Density Residential (R3), Residential Mixed-Use (RMU) and Commercial Mixed-Use (CMU) Zones; as Required by the State of California Senate Bill 2. (Continued from the City Council Hearing of October 23, 2012)

Recommendation: It is recommended that the City Council introduce by title only and waive further reading of **Ordinance No. 2012-1309** ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE ELSINORE, CALIFORNIA, AMENDING THE LAKE ELSINORE MUNICIPAL CODE, TITLE 17 – ZONING, ADDING “EMERGENCY SHELTER,” “TRANSITIONAL HOUSING,” AND “SUPPORTIVE HOUSING” TO CHAPTER 17.08 – DEFINITIONS, AND ADDING THESE USES AS PERMITTED WITHIN VARIOUS CHAPTERS, by roll-call vote.

Mayor Tisdale opened the Public Hearing at 7:16 p.m. Acting Planning Manager MacHott provided a review of the item to the City Council.

Tim Fleming stated that there was a need for adequate safe guards to maintain continuity within the zoning designations. He indicated the concerns were mostly with the transitional and supportive housing issues.

Mayor Tisdale closed the Public Hearing at 7:21 p.m.

Council Member Magee thanked staff for bringing this item back with a reduction of the overall area that was eligible for these activities.

Mayor Pro Tem Hickman asked if an individual could be referred to HOPE if he was looking for temporary housing. Mayor Pro Tem Hickman stated that he was in support of this project.

Council Member Manos stated that he liked the proximity to the shopping centers, and public transportation.

Council Member Johnson stated that the definitions of the three types of housing were clearly stated.

It was moved by Council Member Johnson and seconded by Council Member Magee to introduce by title only and waive further reading of **Ordinance No. 2012-1309** ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE ELSINORE, CALIFORNIA, AMENDING THE LAKE ELSINORE MUNICIPAL CODE, TITLE 17 – ZONING, ADDING “EMERGENCY SHELTER,” “TRANSITIONAL HOUSING,” AND “SUPPORTIVE HOUSING” TO CHAPTER 17.08 – DEFINITIONS, AND ADDING THESE USES AS PERMITTED WITHIN VARIOUS CHAPTERS; the motion passed unanimously by a roll-call vote.

- (10) Vesting Tentative Tract Map (VTTM) No. 35001 - A Request to Subdivide 400.3 Acres of Land into 1,062 Total Numbered Lots (1,056 Single-Family Residential, 1 High Density Residential, 2 Suburban Village Commercial, 1 Commercial, 1 EVMWD Tank Site, and 1 Detention Basin) and 2 Public Parks. The Tract Map is Located On the East Side of Lake Street, Near the Northeast Corner of Nichols Road and Lake Street

Recommendation: Adopt **Resolution No. 2012-052** adopting findings that the project identified as Vested Tentative Tract Map No. 35001 is in compliance with the Multiple Species Habitat Conservation Plan (MSHCP).

Adopt **Resolution No. 2012-053** adopting findings to certify Addendum No. IV to the Alberhill Ranch Specific Plan Final Environmental Impact Report (State Clearinghouse No. 88090517).

Adopt **Resolution No. 2012-054** approving Vesting Tentative Tract Map No. 35001 based on the Findings and Exhibits, and subject to the attached Conditions of Approval.

Mayor Tisdale opened the Public Hearing at 7:26 p.m. Acting Planning Manager MacHott presented the report to Council. Tom Tomlinson thanked Council and staff for working with Castle and Cooke on their plan. He stated that the project is consistent with the original development agreement, and the EIR takes into account the lot lines. He stated that Castle and Cooke had been working with the School District which does not feel the need for an additional school at this time. He stated that he agrees to the Conditions of Approval. Steve Miles, attorney representing Castle and Cooke, noted that the Brighton Development Agreement is not before City Council, however it is related to this project and the applicant felt it was important to brief the Council on the nature of the fundamental vested property rights.

Mayor Tisdale closed the Public Hearing at 7:40 p.m.

Council Member Magee noted that the development agreement is not on the agenda. He thanked staff and the applicant for the significant progress made on the area of parks and preserving the historical Butterfield Stage Coach Bridge structures. He stated that the trail

head at the tip of the project recognizes 600 acres of preserved habitat area that ties into an existing trail that is already used.

Council Member Manos commended the City Council for holding a standard for the residents, and thanked Castle and Cooke for including fully developed parks for the area.

Mayor Pro Tem Hickman thanked City Manager Yates and staff for the new attitude that was coming forth and looks forward to this project coming to fruition.

It was moved by Council Member Manos and seconded by Mayor Pro Tem Hickman to approve and adopt **Resolution No. 2012-052** adopting findings that the project identified as Vested Tentative Tract Map No. 35001 is in compliance with the Multiple Species Habitat Conservation Plan (MSHCP); motion passed unanimously.

It was moved by Council Member Johnson and seconded by Council Member Magee to approve and adopt **Resolution No. 2012-053** adopting findings to certify Addendum No. IV to the Alberhill Ranch Specific Plan Final Environmental Impact Report (State Clearinghouse No. 88090517); motion passed unanimously.

It was moved by Council Member Johnson and seconded by Council Member Manos to approve and adopt **Resolution No. 2012-054** approving Vesting Tentative Tract Map No. 35001 based on the Findings and Exhibits, and subject to the attached Conditions of Approval; motion passed unanimously.

- (11) Commercial Design Review No. 2012-06 – A Request to Establish and Operate an 8,320 Square Foot Family Dollar Retail Store on Property Located at the Northwest Corner of Riverside Drive and Walnut Drive (APN 379-222-001,-002,-003, and -008).

Recommendation: It is recommended that the City Council adopt Resolution No. 2012-056 approving Commercial Design Review No. 2012-06 based on the Findings and Exhibits, and subject to the Conditions of Approval.

Mayor Tisdale opened the Public Hearing at 7:50 p.m. Acting Planning Manager MacHott provided an overview of the project to Council. Frances Chu, architect for the project thanked Council and staff for allowing this project to come before Council. Mayor Tisdale closed the Public Hearing at 7:52 p.m.

Council Member Johnson asked what is the classification of this project. Acting Planning Manager MacHott answered that this project sells dry goods, not groceries. Christy Kendal with Buzz Development indicated that the items sold are in comparison to a Wal-Mart or Target store.

Council Member Magee thanked staff for making the necessary findings to make this project exempt from CEQA, and thanked the applicant for encouraging more future commercial development. He asked if Caltrans had approved the driveway locations on

Walnut and Highway 74. Public Works Director Seumalo stated that Caltrans had approved the location of the driveways.

Council Member Manos thanked staff for putting this project together and noted that this project was a great fit for the area.

It was moved by Council Member Manos and seconded by Council Member Magee to adopt Resolution No. 2012-056 approving Commercial Design Review No. 2012-06 based on the Findings and Exhibits, and subject to the Conditions of Approval; motion passed unanimously.

APPEAL(S)

None

BUSINESS ITEM(S)

(12) Rosetta Canyon Fire Station - Station #97

Recommendation: It is recommended that the City Council: A) Approve and authorize the Mayor to execute A Cooperative Agreement To Provide Fire Protection, Fire Prevention, Rescue And Medical Emergency Services For The City Of Lake Elsinore (Fiscal Year 2012/13 Through 2015/2016); and B) Approve and authorize the Mayor to execute the Implementation Agreement Between The City Of Lake Elsinore And The County Of Riverside To Share The Cost Of A Quint Fire Truck.

City Manager Yates provided an overview of the item to Council. He introduced Fire Chief Barr to review specifics. City Manager Yates stated that this Fire Station would be staffed by four members to include one paramedic. He stated that it is planned to have the station open by July 1, 2013 and the County of Riverside would provide one engineer and the City would provide the staffing.

Council Member Magee stated that the City had been working on this project since 2007 and that Mayor Tisdale made this project happen. He stated that the City would receive funds from those who were receiving the benefits. He announced that the agreement reduced the City's capital equipment costs, annual staffing costs, final building and finish costs and allows the City to have a fully operational fire station in less than seven months.

Council Member Manos agreed with Council Member Magee's gratitude towards Mayor Tisdale's efforts. He added that gratitude should also go to the County of Riverside for stepping up to the plate for picking up their fair share of the costs.

Mayor Pro Tem Hickman thanked Mayor Tisdale for making this project come to fruition.

Mayor Tisdale stated that he met with County Supervisor Buster to discuss this project. He stated with the help of Interim City Manager Evans, they were able to get this project accomplished.

It was moved by Council Member Magee and seconded by Mayor Pro Tem Hickman to approve and authorize the Mayor to execute A Cooperative Agreement To Provide Fire Protection, Fire Prevention, Rescue And Medical Emergency Services For The City Of Lake Elsinore (Fiscal Year 2012/13 Through 2015/2016); and approve and authorize the Mayor to execute the Implementation Agreement Between The City Of Lake Elsinore And The County Of Riverside To Share The Cost Of A Quint Fire Truck; the motion passed unanimously.

(13) Purchase of New Police Motorcycle

Recommendation: It is recommended that the City Council approve the purchase of one BMW R1200RT-P police motorcycle from BMW of Riverside (lowest bid) using the approved budgeted money from FY 2012-2013 Police Services Budget.

Police Chief Kennedy-Smith provided an overview of the request to Council. She clarified that the lowest bid was not from Escondido as stated, but from Riverside.

Council Member Manos asked if this would be a lease or purchase. Police Chief Kennedy-Smith stated that it would be a purchase, and owned by the City.

Council Member Johnson pointed out the comparison as far as the reasons why the City selected the BMW to the Honda Motorcycle. She indicated BMW specializes in law enforcement motorcycles and could be purchased for less money.

It was moved by Council Member Johnson and seconded by Mayor Pro Tem Hickman to approve the purchase of one BMW R1200RT-P police motorcycle from BMW of Riverside (lowest bid) using the approved budgeted money from FY 2012-2013 Police Services Budget; motion passed unanimously.

(14) Mayor's Recommended Council Appointments

Recommendation: It is recommended that the City Council discuss and approve the Mayor's recommendations as to Council appointments to the various other governmental agency committees.

City Clerk Bloom introduced this item to the City Council and clarified that she was contacted by the Northwest Mosquito Vector Control District requesting Council to clarify the term of office of either two vs. four years for its appointee and that all other appointments are for a one-year term. Mayor Tisdale pointed out that the Vector Control District could be held by a Council Member or community member. He indicated that former Council Member Buckley has expressed his interest of continuing to serve on that board.

Council Member Magee stated that Northwest Mosquito Vector Control District did not have any Council representation for over 20 years until it was brought to the Council's attention by former Council Member Buckley. He stated that Mr. Buckley researched the issues and requested that the City Council appoint him in 2003 and since that time he has served on this committee. Council Member Manos indicated that this is the only organization that was not being headed by a Council Member. He stated that he would be willing to step into the position should no one else on the Council be interested.

It was moved by Mayor Pro Tem Hickman and seconded by Council Member Manos to appoint Council Member Manos to serve on the Northwest Mosquito Vector Control District.

Subsequent motion by Council Member Magee and seconded by Council Member Johnson to adopt Mayor Tisdale's recommendations as submitted; the vote passed 3-2 with Council Members Manos and Hickman voting no.

City Clerk Bloom requested a point of clarification on the term of appointment for this committee. It was moved by Council Member Magee and seconded by Council Member Manos to have the Northwest Mosquito Vector Control District term set at two years; the motion passed unanimously.

(15) City Membership with the League of California Cities

Recommendation: It is recommended that the City Council review the benefits afforded by membership with the League of California Cities to the Council, Commissioners and Staff; and to authorize that membership be reinstated at this time in the amount of \$14,278.

City Clerk Bloom presented an overview of the request to Council. Erin Sasse of the League of California Cities provided an overview of the benefits the League provides to its members.

Council Member Manos stated that one of his first questions presented to City Manager Yates was which legislation affects the City and believes that the League of California Cities can fill the role of keeping the Council informed.

Mayor Pro Tem Hickman indicated that the City did not renew the membership with the League of California Cities last year due to the decline in the economy. He stated that the City did donate money for many of the causes. City Clerk Bloom stated that the League of California Cities is key to the operation of the City Clerk's office in that it is utilized for research purposes on a daily basis as well as training for staff.

It was moved by Council Member Manos and seconded by Council Member Johnson to review the benefits afforded by membership with the League of California Cities to the Council, Commissioners and Staff; and to authorize that membership be reinstated at this time in the amount of \$14,278; the motion passed unanimously.

(16) Annual Streetscape Maintenance Contract FY 2012/13

Recommendation: It is recommended that City Council: A) Approve the Services Contract between the City and CTAI Pacific Greenscape for maintenance of all City streetscapes identified in Exhibit B of the Contract documents for the amount not to exceed \$156,829.40 per year; and B) Consider up to four (4) 1 – year extensions upon successful annual review and recommendation by staff.

Director of Public Works Seumalo provided an overview of the item to Council. Mayor Pro Tem Hickman asked if CTAI Pacific Greenscape was responsible for collection of the trash containers on Main Street. Director Seumalo indicated that City staff was responsible for Main Street trash containers.

It was moved by Mayor Pro Tem Hickman and seconded by Council Member Manos to approve the Services Contract between the City and CTAI Pacific Greenscape for maintenance of all City streetscapes identified in Exhibit B of the Contract documents for the amount not to exceed \$156,829.40 per year; and consider up to four (4) 1 – year extensions upon successful annual review and recommendation by staff; the motion passed unanimously.

(17) Annual Reorganization of the City Council to Select the Mayor and Mayor Pro Tem

RECOMMENDATION: It is recommended that the City Council yield the chair to the City Clerk to open the nomination process for the office of Mayor, receive nominations, close the nominations and conduct a roll call vote; then the newly selected Mayor will assume the chair and open the nomination process for the office of Mayor Pro Tem, receive nominations, close the nominations and conduct a roll call vote.

Mayor Tisdale indicated that City Clerk Bloom would be providing an overview of the item to Council. He thanked staff for all the hard work that has been completed which made it easier on the Mayor and indicated that many good things have been accomplished. He stated that he is happy that the City of Lake Elsinore is in a better place than before.

City Clerk Bloom opened the floor for nominations for Mayor. It was moved by Council Member Johnson to appoint Council Member Magee as Mayor; the vote passed unanimously. Mayor Magee thanked the Council for the appointment.

Mayor Magee opened the floor for nominations for Mayor Pro Tem. It was moved by Mayor Magee to appoint Council Member Johnson as Mayor Pro Tem; the motion passed 3-2 with Council Members Hickman and Manos both voting no.

Mayor Magee presented Council Member Tisdale a plaque of appreciation for serving as Mayor of the City of Lake Elsinore and for all his achievements for the past 14 months. Mayor Magee presented a plaque of appreciation to Treasurer Baldwin for serving as Treasurer for the City over the past four years. Treasurer Baldwin said he looked forward to the next four years serving as Treasurer.

SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF LAKE ELSINORE

CONSENT CALENDAR

(SA1) Warrant List dated November 15 & 29, 2012

Recommendation: Receive and file Warrant list dated November 15 & 29, 2012.

(SA2) Investment Report for October 2012

Recommendation: Receive and file report.

It was moved by Agency Member Tisdale and seconded by Agency Member Hickman to approve the Successor Agency Consent agenda; the motion passed unanimously.

BUSINESS ITEM(S)

(SA3) Stadium Interim Management Agreement

Recommendation: Approve and authorize the City Manager to execute the Stadium Interim Management Agreement dated January 1, 2013 between the Successor Agency of the Redevelopment Agency of the City of Lake Elsinore and the Lake Elsinore Storm LP in substantially the form attached and in such final form as approved by the City Attorney.

Agency Counsel Leibold provided an overview of the proposed Agreement to the Agency. Agency Member Tisdale noted that the Storm is a good partner for the Successor Agency/City and indicated that the Storm provides great service to the Successor Agency/City and the community.

Agency Member Manos stated that he liked the contract as it benefitted the Successor Agency/City and was a win-win situation.

Agency Member Johnson thanked the City Attorney and City Manager Yates for working together with the Stadium.

It was moved by Agency Member Tisdale and seconded by Agency Member Manos to approve and authorize the City Manager to execute the Stadium Interim Management Agreement dated January 1, 2013 between the Successor Agency of the Redevelopment Agency of the City of Lake Elsinore and the Lake Elsinore Storm LP in substantially the form and in such final form as approved by the City Attorney; the motion passed unanimously.

Dave Oster with the Storm Stadium thanked the Agency, City Manager and City Attorney for all their help and support of the project.

The City Council recessed and convened to the Public Financing Authority at 8:49 p.m.
The City Council reconvened at 8:53 p.m.

PUBLIC COMMENTS – NON-AGENDIZED ITEMS – 3 MINUTES

None

CITY MANAGER COMMENTS

None

CITY ATTORNEY COMMENTS

City Attorney Leibold congratulated all the new Council appointees and wished everyone a Merry Christmas.

CITY COUNCIL COMMENTS

Council Member Hickman wished everyone a Happy New Year, Happy Hanukah and Merry Christmas and congratulated everyone in their new positions.

Council Member Manos thanked City Staff, City Attorney Leibold, City Clerk Bloom and City Manager Yates for helping with the transition in the office. He thanked the Council Members for their guidance; thanked Peter Weber for his service on Council; and congratulated Assembly Member Melendez on her new position.

Mayor Pro Tem Johnson commented on how exciting the evening was and wished everyone a safe holiday season.

Council Member Tisdale stated that in September he issued a challenge to raise funds for the Salvation Army and the City of Temecula and Murrieta took up the challenge. He stated that the cities raised over \$2,100 in donations and thanked all the Council Members for helping out. He congratulated Mayor Magee on his appointment as Mayor and thanked City staff for all their help.

Mayor Magee welcomed the new Council Members and reminded everyone that it was not just during the holidays that the public could help those with special needs. He indicated that the PTA at Earl Warren Elementary has a program called No Excuses University which was headed by Angela Brister. He indicated that the Elsinore Princess was in need of funds to save the ship and to get her back to her former glory. He thanked staff and City Manager Yates for all their help to Council and wished his wife Gina a Happy Birthday.

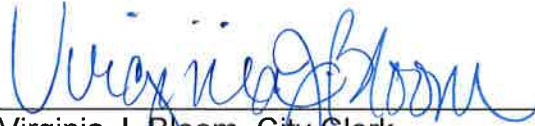
ADJOURNMENT

Mayor Magee adjourned the meeting at 9:01 p.m. to a regular meeting to be held on Tuesday, January 8, 2013 in the EVMWD Boardroom located at 31315 Chaney, Lake Elsinore.



Robert Magee, Mayor
City of Lake Elsinore

ATTEST:



Virginia J. Bloom, City Clerk
City of Lake Elsinore