

AGENDA

REGULAR MEETING OF THE HEMET PLANNING COMMISSION

City Council Chambers

450 East Latham Avenue, Hemet CA 92543

March 4, 2014

6:00 PM

*If you wish to make a statement regarding any item on the agenda, please complete a Speaker Card and hand it to the clerk. When the Chairman calls for comments from the public on the item you wish to address, step forward to the lectern and state your name and address. **Only testimony given from the lectern will be heard by the Planning Commission and included in the record.***

1. CALL TO ORDER:

Roll Call: Chairman John Gifford, Vice Chairman Greg Vasquez, and Commissioners Michael Perciful, Vince Overmyer, and Rick Crimeni

Invocation and Flag Salute: Chairman Gifford

2. APPROVAL OF MINUTES:

A. Minutes of the February 18, 2014 Planning Commission Meeting

3. PUBLIC COMMENTS:

*Anyone who wishes to address the Commission regarding items **not on the agenda** may do so at this time. Please line up at the lectern when the Chairman asks if there are any communications from the public. When you are recognized, please give your name and address. Please complete a Speaker Card and hand it to the Clerk so that we have an accurate recording of your name and address for the minutes.*

PUBLIC HEARING ITEMS

Meeting Procedure for Public Hearing Items:

1. Receive Staff Report Presentation
2. Commissioners report any Site Visit or Applicant Contact, and ask questions of staff
3. Open the Public Hearing and receive comments from the applicant and the public.
4. Close the Public Hearing
5. Planning Commission Discussion and Motion

4. **SPECIFIC PLAN AMENDMENT NO. 14-001 (McSWEENEY FARMS)** - A request for Planning Commission review and recommendation to the City Council for Specific Plan Amendment 14-001 to modify the use of Planning Area 35 of McSweeney Farms Specific Plan No. 01-02 from an equestrian center to a private park and consideration of a Notice of Determination that the project is consistent with the Final Environmental Impact Report (FEIR) that was adopted for the underlying project, Specific Plan No. 01-02. The McSweeney Farms Specific Plan is located east of State Street, north of Newport Road and south of Gibbel Road

OWNER: McSweeney Recovery Acquisition
APPLICANT: Patrick Parker – Raintree Investments
PLANNER: Carole L. Kendrick, Assistant Planner
LOCATIONS: East of State Street, north of Newport Road, and south of Gibbel Road

Recommended Action:

The Planning Department recommends that the Planning Commission:

1. *Adopt Resolution Bill No.14-003 (Attachment No. 1) recommending approval to the City Council of Specific Plan Amendment No. 14-001 to the McSweeney Farms Specific Plan (SP 01-02), located east of State Street, north of Newport Road and south of Gibbel Road.*

5. **MINOR AMENDMENT TO FINAL TRACT MAP NOS. 32529 AND 33961 (MAP 14-001)** - A proposed amendment to Final Tract Map Nos. 32529 and 33961 to modify Condition of Approval No. 25 of Final Tract Map No. 32529 and Condition of Approval No. 26 of Final Tract Map No. 33961 regarding the construction milestone for Planning Area No. 35 of McSweeney Farms Specific Plan and other minor changes to insure consistency with the Specific Plan, and consideration of a Notice of Determination that the project is consistent with an Final Environmental Impact Report (FEIR) that was adopted for the underlying project, Specific Plan No. 01-02. The McSweeney Farms Specific Plan is located east of State Street, north of Newport Road and south of Gibbel Road.

OWNER: McSweeney Recovery Acquisition
APPLICANT: Patrick Parker – Raintree Investments
PLANNER: Carole L. Kendrick, Assistant Planner
LOCATIONS: East of State Street, north of Newport Road, and south of Gibbel Road

Recommended Action:

The Planning Department recommends that the Planning Commission:

1. *Adopt the revised conditions of approval for Final Map Nos. 32529 and 33961; and direct Staff to update Tentative Tract Map No. 32529 and 33961 files with the updated conditions of approval.*

6. **FIRST AMENDMENT TO DEVELOPMENT AGREEMENT NO. 14-001 FOR THE McSWEENY FARMS SPECIFIC PLAN (DAA 14-001)** - A proposed amendment to Development Agreement No. 04-001 between the City of Hemet and McSweeny Recovery Acquisition to extend the existing McSweeny Farms (SP 01-02) Development Agreement No. 04-001 for a period of four (4) years, other minor revisions or updates and consideration of a Notice of Determination that the project is consistent with an Final Environmental Impact Report (FEIR) that was adopted for the underlying project, Specific Plan No. 01-02. The McSweeny Farms Specific Plan is located east of State Street, north of Newport Road and south of Gibbel Road.

OWNER: McSweeny Recovery Acquisition
APPLICANT: Patrick Parker – Raintree Investments
PLANNER: Carole L. Kendrick, Assistant Planner
LOCATIONS: East of State Street, north of Newport Road, and south of Gibbel Road

Recommended Action:

The Planning Department recommends that the Planning Commission:

1. *Adopt Resolution Bill No. 14-004 (Attachment No. 1), recommending approval to the City Council of Development Agreement No. 14-001 to the McSweeny Farms Development Agreement No. 04-001.*

DEPARTMENT REPORTS

7. **CITY ATTORNEY REPORTS:** *Verbal report from the Assistant City Attorney on items of interest to the Planning Commission.*
8. **COMMUNITY DEVELOPMENT DIRECTOR REPORTS:** *Verbal reports from Community Development Director Elliano*
- A. Report on actions from the February 25, 2014 City Council Meeting.
9. **PLANNING COMMISSIONER REPORTS:** *Commissioner reports on meetings attended, future agenda items or other matters of Planning interest.*
- A. Chairman Gifford
 - B. Vice Chair Vasquez
 - C. Commissioner Perciful
 - D. Commissioner Overmyer
 - E. Commissioner Crimeni

10. FUTURE AGENDA ITEMS:

- A.** CUP for Multi-tenant office building
- B.** Regent Properties – Ramona Creek SP, TTM and DEIR
- C.** General Plan Consistency Zoning Program – Phase II
- D.** Zone Text Amendment for Temporary Signs

11. ADJOURNMENT: To the meeting of the City of Hemet Planning Commission scheduled for ***March 18, 2014 at 6:00 P.M.*** to be held at the City of Hemet Council Chambers located at 450 E. Latham Avenue, Hemet, California 92543.

NOTICE TO THE PUBLIC:

Any writings or documents provided to a majority of the Planning Commission regarding any item on this agenda will be made available for public inspection at the Planning Department counter of City Hall located at 445 E. Florida Avenue during normal business hours. Agendas for Planning Commission meetings are posted at least 72 hours prior to the meeting. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact the Planning Department office at (951) 765-2375. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to insure accessibility to the meeting. (28 CFR 35.102-35.104 ADA Title II).

PLANNING  COMMISSION

MEETING MINUTES

DATE: FEBRUARY 18, 2014

CALLED TO ORDER: 6:00 P.M.

MEETING LOCATION: City Council Chambers
450 East Latham Avenue
Hemet, CA 92543

1. CALL TO ORDER:

PRESENT: Chairman John Gifford, Vice Chairman Greg Vasquez, and
Commissioners Rick Crimeni, Vince Overmyer and Michael
Perciful

ABSENT: None

Invocation and Flag Salute: Commissioner Rick Crimeni

2. APPROVAL OF MINUTES:

- A. Minutes of the January 7, 2014 Planning Commission Meeting
- B. Minutes of the January 21, 2014 Planning Commission Meeting

It was **MOVED** by Commissioner Michael Perciful and **SECONDED** by Commissioner Rick Crimeni to **APPROVE** the Minutes of the Planning Commission meeting of January 7, 2014.

The **MOTION** was carried by the following vote:

AYES: Chairman John Gifford, Vice Chair Greg Vasquez, Commissioners Rick Crimeni, Vince Overmyer and Michael Perciful

NOES: None

ABSENT: None

- B. Minutes of the Planning Commission meeting of January 21, 2014

It was **MOVED** by Commissioner Michael Perciful and **SECONDED** by Vice Chair Greg Vasquez to **APPROVE** the Minutes of the Planning Commission meeting of January 21, 2014.

1 The **MOTION** was carried by the following vote:
2

3 **AYES:** Chairman John Gifford, Vice Chair Greg Vasquez, Commissioners Vince
4 Overmyer and Michael Perciful

5 **NOES:** None

6 **ABSTAIN:** Commissioner Rick Crimeni
7
8

9 **3. PUBLIC COMMENTS:**

10
11 There were no members of the public who wished to address the commission
12 regarding items not on the agenda.
13

14 **WORK STUDY ITEMS**
15

16
17 **4. WORK STUDY #3 REGARDING TEMPORARY SIGNAGE REGULATIONS:**

18 *Presentation by Deanna Elliano, Community Development*
19

20 CDD Elliano, presenting for Planner Emery Papp, expressed the hope that this would
21 be the final Work Study regarding this topic and that final recommendations would be
22 forthcoming. She indicated that the topics recommended for final discussion included
23 banner signs, cane or swiffer signs, stake signs, LED and hand-held signs.
24

25 In response to a request from the Commission at the last Work Study, Staff checked
26 with the Riverside County Planning Department and was told that temporary signage is
27 not allowed in the County area. However, as was revealed by the code enforcement
28 manager, they do not have the staff resources for pro-active enforcement.
29

30 Other cities (San Jacinto, Moreno Valley, Ontario, Rancho Cucamonga, Corona, and
31 Temecula) were previously surveyed, and their temporary signage requirements
32 differed; however, many had more restrictions than what is currently being proposed in
33 Hemet.
34

35 Chairman Gifford asked if the other cities dealt with special events, and what their
36 restrictions are. CDD Elliano explained that they might have something called a
37 special event, but they did not have the subcategories that are proposed.
38

39 She continued her review of the proposed banner recommendations and stated that
40 the banner signs are currently allowed for 30 days. As per the Commission's
41 suggestion, they would be allowed for a 45-day permit time-period. However, staff did
42 add a provision that the Community Development Director could extend it to up to 60
43 days under these circumstances: If the permanent sign is still being fabricated, or for
44 the theater event signage.
45

46 Also added at the recommendation of the Planning Commission was the possibility of
47 two banners per business. Additionally, landscape banners would be allowed if there
48 is no suitable place on the building and if the banners are on the owner's property, with
49 the freestanding structures approved. Exceptions would include auto service bays
50 where the banners are inside the building bay area a minimum of ten feet. These
would not require a banner permit.

1 Staff is proposing three new categories on banners on page 4 of the staff report:
2 Theatrical performance banners (removed within 5 days of conclusion of event);
3 Community Event/Non-Profit banner (removed within 5 days of conclusion of event);
4 Award Banner, such as "Press Enterprise Readers' Choice," (displayed for up to 90
5 days).

6
7 Chairman Gifford asked if the theatrical performance banners requirements include a
8 14-day interval between banners, and how often the Press Enterprise, or such
9 organizations, gives awards.

10
11 CDD Elliano replied that it was intended that the theater could overlap their banners, as
12 two could be displayed at one time.

13
14 Commissioner Crimeni noted that the PE award is given once a year; and that they had
15 received the award and kept the banner up for a year.

16
17 Vice Chair Vasquez raised several questions, including fees imposed for long-standing
18 banners, fees for award banners, and number of permits needed for banners utilized
19 more than once.

20
21 CDD Elliano explained that the theatrical banner allowed for 45 days with a potential
22 extension for up to 60 days is not intended to have an additional fee in the extension.
23 The award banner had not really been considered, but could that be considered one of
24 their two banners. However, the difficulties with the sub-categories and exceptions are
25 that it becomes very confusing.

26
27 The City Attorney explained that fees are not tied to how long a banner is displayed. It
28 is tied to the staff time involved in reviewing the permit application, issuing the permit
29 and monitoring compliance with the permit. The longer the banner is up, the more staff
30 time it takes to make sure the banner is in compliance with the permit.

31
32 Commissioner Crimeni asked if there is a fee for the award banners, stating that the
33 Press Enterprise provided the banner, and CDD Elliano stated she did not think there
34 had been a fee in the past. The Commission directed that the award banners be
35 allowed for up to a year and exempted from the banner permit and fee requirements.

36
37 Vice Chair Vasquez asked for clarification about the building elevation restriction and
38 the use of the term "landscape materials."

39
40 CDD Elliano explained that "elevation" is an architectural term. If a building has four
41 sides, each side is an elevation. "Frontage" means the side of the building facing the
42 street or other defined entrance. "Landscape materials" could mean shrubs, trees, or
43 bushes. The intent was to restrict banners in landscape areas to freestanding poles
44 that would be professionally installed and might include poles with sleeves.

45
46 Vice Chair Vasquez asked who the tiebreaker is if there is confusion regarding the
47 zoning code provisions.

48
49 The City Attorney answered that once a draft ordinance is prepared, it will come
50 through the attorney's office to make sure the language is clear.

1 CDD Elliano stated there should be clarity for both the businesses and the counter
2 people regarding the sign regulations. If it specifically says that the CDD should have
3 the ability to make the decision, then the criteria to make the judgment should be clear
4 and should not be a mystery.

5
6 There was further discussion about the language concerning banners facing private
7 property. In addition, Chairman Gifford stated that award banners should be honored if
8 they are given by a recognized organization. CDD Elliano agreed and added there
9 would have to be a definition of "recognized organization" and that they could be up for
10 a year, as long as they are well maintained. They would not count as one of two
11 banners allowed nor would they require a fee.

12
13 Chairman Gifford added that if it was a monthly award, it should only be allowed up for
14 the period of the award.

15
16 CDD Elliano brought up the next topic: Cane signs. They are currently prohibited, but
17 what is now being proposed would allow one cane sign in lieu of one temporary sign
18 for grand openings or special events for the permitted period, no longer than 14 days,
19 and that they couldn't be in the right-of-ways, landscaped parkways or required setback
20 areas.

21
22 Vice Chair Vasquez pointed out the language "limited special promotions not to exceed
23 45 days."

24
25 CDD Elliano outlined her understanding of the proposal: One, cane signs at grand
26 openings, parking lot special events; two, allowance of one cane sign in lieu of one
27 temporary banner that would follow the same regulations as the temporary banner,
28 such as the 45-day regulation.

29
30 There followed extensive discussion of cane/swiffer signs among Commissioners and
31 staff.

32
33 Andy Anderson, 615 San Jacinto Street, Hemet, and Chamber of Commerce
34 representative, advanced the opinion that swiffer signs, which cost anywhere from
35 \$150 to \$300 per sign, are not going to be purchased in bulk by businesses in Hemet.
36 As CEO of the Chamber of Commerce, he appreciated the flexibility staff has provided,
37 which he believes is enough for a business that did want to make the investment.

38
39 Next, CDD Elliano opened the discussion on stake signs, noting at present they are
40 prohibited, but at the last work-study, the suggestion was made that they be allowed
41 only for drive-through businesses, such as a restaurant. There could be a maximum of
42 three, and they would be exempt from temporary permits.

43
44 The City Attorney advised that the city has to have a substantial interest in support of
45 the regulation and in this case, it does try to prohibit visual clutter, which would support
46 outright prohibition. Therefore, making exceptions, such as placement of stake signs
47 where they are not visible from the right-of-way would serve that purpose. However,
48 making the exception for just drive-throughs may make the regulation less defensible.
49

1 After further discussion among Commissioners, staff, and Chamber CEO Anderson,
2 prohibition of stake signs was upheld.

3
4 CDD Elliano next introduced the subject of electronic or LED display board signs,
5 which is discussed on pages 6 through 8 of the staff report. Only a few cities have
6 codes regulating these, with existing regulations including no flashing, movement or
7 animation on signs; no advertising of off-site uses permitted for informational,
8 time/temperature, non-profit purposes and community uses. She continued to outline
9 the proposed regulations in the staff report and asked for comments from the
10 Commissioners.

11
12 Commissioner Crimeni thought the restriction on distance apart for the LED signs was
13 too restrictive.

14
15 Commissioner Perciful felt that messages that faded in and out would keep light more
16 consistent. He also noted there needed to be less light at night and more in the
17 daylight hours. He expressed that these signs are the wave of the future.

18
19 There was discussion regarding the distraction element of these signs, which prompted
20 City Attorney Vega to note that there are standards out there developed by different
21 professional organizations and Caltrans, as to what is and is not acceptable.

22
23 Chairman Gifford brought up two issues: 1, the normal LED business signs and how
24 the aesthetics fit into the city plan; 2, signs above a certain square footage should
25 come to the Planning Commission for acceptance, as it is a city planning issue and
26 should require a permit.

27
28 Commissioner Vasquez asked if businesses currently using LED signs that become
29 out of compliance when the code is completed, would be grandfathered in.

30
31 CDD Elliano indicated they would not be required to change. She also asked if there
32 were other comments from the commissioners about distance separation between
33 signs.

34
35 Chairman Gifford answered if the sign is granted by a normal permit distance is not an
36 issue. The distance requirement should be for huge display types of signs, and those
37 should come to the Commission on a case-by-case basis.

38
39 Commissioner Crimeni reiterated that the distance separation limiting signs should not
40 be instituted because it is not fair to all business owners.

41
42 Andy Anderson stressed the need for equitable consideration for standalone types of
43 businesses and their ability to utilize the technology. There also needs to be thought
44 given to such things as LED signs with scrolling messages put in business windows,
45 and whether or not these are allowed.

46
47 The last issue brought up for discussion by CDD Elliano was hand-held signs, noting
48 that political statements are a matter of free speech and cannot be regulated. If it is a
49 commercial business or advertising sign, it can be regulated.

1 Currently such signs are prohibited by code, but in 2009, because of the economic
2 downturn, the City Council directed staff not to enforce that section in the sign code
3 and to allow the hand-held signs. The options for the Planning Commission appear to
4 be as follows: A, recommend to City Council that the existing code be enforced again;
5 B, recommend this type of signage should be permitted for all businesses and
6 recommend appropriate regulations as part of the code amendment; or C, recommend
7 no change in the code and the "stay" of enforcement, allowing them to continue as they
8 have been for the last few years.

9
10 Andy Anderson stated personally that he is not a proponent of these signs; however,
11 as a member of the Chamber of Commerce, he knows many businesses believe it is a
12 valuable marketing tool, especially if their businesses are not seen well from the street.
13 He felt rather than just continuing the stay, regulations should be put into place.

14
15 Chairman Gifford felt they should either be prohibited or enforced. There needs to be
16 limitations as to where they can be and the aesthetics of the signs.

17
18 Commissioner Overmyer stated he was in favor of prohibiting them.

19
20 Chairman Gifford agreed and stated if the Planning Commission prohibited them, it still
21 goes to the City Council to address the issue.

22
23 Commissioner Crimeni stated he was in favor of prohibiting them also, and Chairman
24 Gifford, after asking for further comments and noting none, moved to Agenda Item 5.

DEPARTMENT REPORTS

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30 **5. CITY ATTORNEY REPORTS:** *Assistant City Attorney Vega stated she had nothing*
31 *to report.*

32
33 **6. COMMUNITY DEVELOPMENT DIRECTOR REPORTS:** *Verbal reports from*
34 *Community Development Director Elliano*

35
36 **A.** Report on actions from the January 28 and February 11, 2014 City Council
37 Meetings.

38
39 CDD Elliano stated she had given an update on the Hemet ROCS program and
40 introduced 11 new code compliance volunteers. She reported on new ROCS
41 programs for 2014, which include the foreclosed property inspection, long-term board-
42 up, proactive enforcement, renter registration program, which will be launched in
43 March, reactivation of the crime-free housing program, rental registration database,
44 and improvements to the Web site and handouts.

45
46 The task force keeps statistics on ROCS inspections for these substandard properties.
47 Over 1,148 residential units have been inspected since October 2013, in which over
48 4,000 code violations were discovered. With these inspections, over 80 percent of the
49 violations have been corrected to date.

1 The secondary effects of the ROCS inspections are property owners providing
2 reinvestment into their properties, permits pulled, and compliance with health and
3 safety code requirements. Some poorly managed properties have been sold, with new
4 management and owners fixing up the units. This has also reduced the crime and
5 there has been a reduction in calls for service for the Police Department in the Yale
6 Street apartments, among other units such as the Crestwood Apartments, which have
7 been a major challenge for the city. She stated the goal of Hemet ROCS is to make
8 these downtrodden properties more viable so people want to live there, and owners
9 can get a better return on their investments, and take more responsibility for their
10 tenants and properties.

11
12 The February 11th City Council meeting included the approval of the pre-zoning in
13 Southwest Hemet, and the continuance of the Valero CUP Appeal, as the applicant
14 was in India and could not return in time for the public hearing.

15
16 **B. Review of Inland Empire Quarterly Economic Report (January 2014).** (A
17 handout was distributed to the Commissioners.)

18
19 **7. PLANNING COMMISSIONER REPORTS:** *Commissioner Reports on meetings*
20 *attended, future agenda items or other matters of Planning interest*

- 21
22 **A.** Chairman Gifford commented on the restaurants in the city and how busy
23 they were on Valentine's Day.
24 **B.** Vice Chair Vasquez (Nothing to report)
25 **C.** Commissioner Perciful (Nothing to report)
26 **D.** Commissioner Overmyer (Nothing to report)
27 **E.** Commissioner Crimeni (Nothing to report)

28
29 **8. FUTURE AGENDA ITEMS:**

- 30
31 **A.** Spa for McSweeny Farms
32 **B.** CUP for Multi-tenant office building
33 **C.** Regent Properties - Ramona Creek SP, TTM and DEIR
34 **D.** General Plan Consistency Zoning Program - Phase II

35
36 **10. ADJOURNMENT**

37
38 It was unanimously agreed to adjourn the meeting at 7:30 p.m. to the regular meeting of
39 the City of Hemet Planning Commission scheduled for March 4, 2014 at 6:00 p.m. to be
40 held at the City of Hemet Council Chambers located at 450 E. Latham Avenue, Hemet,
41 CA 92543.
42

43
44
45
46 _____
47 John Gifford, Chairman
48 Hemet Planning Commission

49 ATTEST:

50 _____
Melissa Couden, Records Secretary
Hemet Planning Commission



Staff Report

TO: City of Hemet Planning Commission

FROM: Deanna Elliano, Community Development Director *DE*
Carole L. Kendrick, Assistant Planner *CK*

DATE: March 4, 2014

RE: **SPECIFIC PLAN AMENDMENT NO. 14-001 (McSWEENEY FARMS)** - A request for Planning Commission review and recommendation to the City Council for Specific Plan Amendment 14-001 to modify the use of Planning Area 35 of McSweeney Farms Specific Plan No. 01-02 from an equestrian center to a private park and consideration of a Notice of Determination that the project is consistent with the Final Environmental Impact Report (FEIR) that was adopted for the underlying project, Specific Plan No. 01-02. The McSweeney Farms Specific Plan is located east of State Street, north of Newport Road and south of Gibbel Road.

PROJECT APPLICANT INFORMATION

Owner: McSweeney Recovery Acquisitions
Applicant: Patrick Parker – Raintree Investments
Project Location: East of State Street, north of Newport Road and south of Gibbel Road

STAFF RECOMMENDATION

The Planning Department recommends that the Planning Commission:

1. *Adopt Planning Commission Resolution Bill No. 14-003 (Attachment No. 1) recommending approval to the City Council of Specific Plan Amendment No. 14-001 to the McSweeney Farms Specific Plan (SP 01-02), located east of State Street, north of Newport Road and south of Gibbel Road.*

PROJECT DESCRIPTION AND BACKGROUND

The applicant is requesting approval of **SPECIFIC PLAN AMENDMENT NO. 14-001** to amend the McSweeney Farms Specific Plan No. 01-02 to modify the use of Planning Area No. 35 from an equestrian center to a private park, adjust the phasing of the improvement of Planning Area No. 35, and include design review procedures for merchant builders.

The McSweeney Farms Specific Plan (SP No. 01-02) is a master-planned community of 673.0 acres that permit approximately 1,640 dwelling units, commercial and community uses, drainage facilities and open space located east of State Street and south of Gibbel Road. The Specific Plan has existing entitlements for nine (9) Tract Maps and several Site Development Review applications. An overall map of the McSweeney Farms Specific Plan Land Use Map is shown in Attachment No. 5.

The Specific Plan was originally proposed and developed by Sun-Cal as the master developer who subsequently lost control of the property during the economic recession. McSweeney Recovery Acquisition, the current owner, purchased the property in 2009 and has taken on the responsibilities of the master developer.

The McSweeney Farms Land Use Plan (shown in Attachment No. 5) consists of 41 planning areas that establish commercial, residential, parks, natural open space, a school and public improvement areas. The community (public) parks are located in Planning Area Nos. 36, 37 and 37 with a combined acreage of 12 acres. The park located within Planning Area No. 36 has been constructed and is open to the public. The McSweeney Farms Land Use Plan also includes informal parks in open space areas and smaller pocket parks that are located throughout the project, and are maintained by the Homeowners Association for the Specific Plan. The proposed application will introduce a private park to the land use plan.

Specific Plan Amendment No. 14-001 would amend the uses allowed in Planning Area No 35. The Specific Plan currently has Planning Area No. 35 designated as an equestrian center. Residential Planning Area Nos. 21-27 allow horse keeping and equate to a total 73 lots of the 1,640 lots within the McSweeney Farms Specific Plan (approximately 4.4%). Of the 73 lots that allow horse keeping, only 43 lots have been constructed to date. Based on site visits and aerial photographs, staff has determined that only one lot is being used for horse keeping at this time. It is staffs understanding that the equestrian center was originally requested by several County of Riverside residents that live adjacent to the McSweeney Farms Specific Plan at the time the Specific Plan was approved in 2003. Valley Wide Recreation was designated to operate the equestrian center when the Specific Plan was approved, but has recently indicated that they have no desire to do so at this time and do not typically operate equestrian facilities. The Master Developer approached the Homeowners Association and residents regarding an alternative use on the site. The Homeowners Association was presented with four (4) alternatives and selected the conceptual plans incorporated into the Specific Plan Amendment (and shown separately as Attachment No. 8), which proposed a more typical neighborhood park instead of an equestrian

center. The Master Developer would construct the park and the McSweeney Farms Homeowners Association has agreed to maintain the private park.

The Master Developer is proposing a private active park for the sole use of the McSweeney Farms residents. The requested change is proposed as a superior use to the equestrian center that will not be utilized by the majority of residents of McSweeney Farms. The Master Developer is also offering the proposed park as a private recreational area that is geographically closer to the existing residents in Phase I than the Recreation Center in Planning Area No. 2 that is not currently open for use. The Master Developer also has the support of the McSweeney Farms Home Owners Association (see Attachment No. 11) regarding the proposed Specific Plan Amendment and change in the use of the site.

The conceptual plans for the private park are attached as Attachment Nos. 8 and 9. The access has been modified from Newport Road to the South Village Loop and is internal to the project. The Master Developer is also proposing drought tolerant landscaping in an effort to conserve water, educate the residents and reduce operating costs for the Home Owners Association. The private park may include amenities such as a dog run, dog park, community garden, pickle ball courts, bocce ball courts, a volleyball court, or instructional garden. The final design of the plan will occur prior to the recordation of any map within the Specific Plan, regardless of the Phase. The Newport Road landscaping, improvements and the final design of the interior park will be required prior to the issuance of any building permit in Phase II or III of the Specific Plan and final park construction shall be completed by the 300th building permit in Phase II or the 595th building permit over the entire community.

The majority of the changes proposed with the Specific Plan Amendment application relate to the Planning Area No. 35. As shown in the proposed modifications to the Specific Plan text, (Attachment Nos. 2A and 3), the updates concerning Planning No. 35 include:

- Updating the Land Use Plan and associated exhibits
- Replacing the Homeowners Association as the operator of PA 35 in place of Valley Wide Recreation
- Creation of development standards for PA 35
- Updating the amenities section to include a private park
- Inclusion of the conceptual plans for PA 35
- Updates to the Phasing Plan regarding the construction of PA 35

Minor changes that are proposed in the Specific Plan Amendment application include correction of numerical errors in the development standards section of the table of contents and the applicable sections, updating the location of the project as the City of Hemet and the inclusion of a Master Developer Design Review requirement. The Master Developer is requesting text that will require all merchant builders to submit copies of grading, architectural, landscaping, Specific Plan Amendments, Plot Plan and Tentative Maps to the Master Developer Design Review Board prior to submitting an application to the City of Hemet.

In addition, the Recreation Center in Planning Area No.2 has been constructed and the language has been modified in the document to reflect that this requirement has been completed. All of the proposed changes are included as Exhibit 2A. Attachment No. 3 provides the sections of the text that have been eliminated. The redlined document only includes the pages that a change has been requested and does represent the entire Specific Plan document.

Project Setting

Planning Area No. 35 is located on a vacant lot that is located on the north side of Newport Road, east of State Street and west of Girard Street. To the south is large lot single family residential under the jurisdiction of the County of Riverside. To the north is existing single family residential on 7,200 square foot lots (Planning Area 11). To the east and west is existing single family residential on 20,000 and 40,000 square foot lots (Planning Area 21, 22, 26 and 27). Please refer to Attachment Nos. 4-6 to see the surrounding land uses, zoning designations.

The table below illustrates the surrounding neighborhood:

	LAND USE	ZONING	GENERAL PLAN
PROJECT SITE	Residential Community and Vacant Land	McSweeney Farms Specific Plan (SP 01-02)	LMDR, LDR, RR HR, P, OS and CC
NORTH	Agricultural	Open Space	LMDR (Low Medium Density Residential)
SOUTH	Single Family Residential	County of Riverside	CC, LMDR, LDR and HR
EAST	Open Space	County of Riverside	Hillside Residential (HR) and Rural Residential (RR)
WEST	Open Space	Open Space	Quasi-Public/Cultural (QP/C)

POLICIES, REQUIREMENTS AND GUIDELINES REVIEW

The proposed project's textual changes and exhibits (Exhibit No. A) were reviewed by the Design Review Committee (DRC) for consistency with the City's applicable policies, requirements and guidelines. Subsequently, the DRC staff has recommended that the project, be found consistent

with the City's General Plan, Zoning Ordinance, McSweeney Farms Specific Plan and other development requirements and guidelines. The complete analysis of this project for consistency with the City's policies, requirements and guidelines are described below:

General Plan Consistency

The property is located in the Santa Rosa Hills District of the General Plan and is designated as Rural Residential, Hillside Residential, Low Density Residential, Low Medium Density Residential, Park, Open Space and Community Commercial. The Santa Rosa Hills District area east of State Street is intended for future and existing residential with limited neighborhood commercial.

The General Plan Land Use Map (Attachment No. 4) shows the site of Planning Area No. 35 as "Park/Recreation". The proposed change from an equestrian center to a neighborhood park is still consistent with the General Plan designation of "Park", and will add to the City's overall inventory of recreation and open space lands.

The proposed Specific Plan Amendment is also consistent with the following General Plan Goals and Policies:

Land Use Element:

- LU-1.9. **"Consistency with Land Use Districts:** *Require new and infill development to be in conformance with the land use character and development intention of each land use district established in the General Plan and implementing specific plans, ordinances, and design guidelines."*
- RC-5.3 **"Environmentally Sensitive Design and Landscaping:** *Require that new parks be sited and developed in an environmentally sensitive manner with drought-tolerant landscaping, recycled water for irrigation, and natural drainage courses that recharge groundwater."*
- RC-5.5 **"Sustainable Recreation:** *Promote water, energy, and resource conservation and best practices in the design, operation, and maintenance of new and existing parks, trails, and recreational facilities."*

McSweeney Farms Specific Plan Consistency

The subject property's zoning designation is Specific Plan No. 01-02 (McSweeney Farms). The purpose of the McSweeney Farms Specific Plan is to provide a planned residential community. Specific Plan Amendment No. 14-001 proposes to modify the use of Planning Area No. 35 from an equestrian center to a private park for the sole use of the residents. The proposed amendment is consistent with the McSweeney Farms Specific Plan by continuing to provide open

space and recreational opportunities for the residents. The design of the park also proposes to incorporate design elements that are consistent with the design theme of the Specific Plan and parallel the existing Recreation Center located in Planning Area No. 2.

Multi-Species Habitat Conservation Plan (MSHCP)

Pursuant to Section 5.4.2 of Development Agreement No. 04-01, the "owner shall not be obligated to pay any fee imposed pursuant to a City approved Multi-Species Habitat Conservation Habitat Plan pursuant to the that exemption set forth in City Ordinance No. 1712, Section 31.16H which exempts developments for which a discretionary approval (such as the Specific Plan for the project which ordinance had its second reading on November 25, 2003) has been given prior to February 12, 2004". Therefore, the MSHCP fee is not required for this property. Overall, the Specific Plan does have several hillside areas that will be conserved for open space, and thus help to fulfill the goals of the MSCHP and the City's Conservation and Open Space Element of the General Plan.

Airport Land Use Compatibility

The project is located on the east side of State Street and south of Gibbel Road. The site is not within the Hemet Ryan Airport Influence area, and is outside the area that may be subject to Airport Land Use Commission review. Therefore, the project can be considered compatible with the Airport Land Use Plan.

CEQA REVIEW

CEQA. The City Council adopted an Environmental Impact Report (EIR) by Resolution No. 3779 on November 10, 2003 for Specific Plan No. 01-02 and a Notice of Determination was filed in accordance with CEQA requirements on November 12, 2003. There has been no legal challenge brought against the project or the environmental determination. Staff has reviewed the EIR previously approved for the project in light of the Applicant's submittal of Specific Plan Amendment No. 14-001. The Community Development Director has concluded that Specific Plan Amendment No. 14-001 is in substantial conformance with the analysis and findings conducted for the previous Final Environmental Impact Report, and the amendment does not present any changes or additional impacts that were not previously addressed, pursuant to Section 15762 of the CEQA Guidelines.

PUBLIC COMMUNICATIONS RECEIVED

On February 20, 2014, the City gave public notice by publishing notice in the Press Enterprise,

and mailing said notice to property owners located within the McSweeney Farms Specific Plan (SP 01-02) and property owners located within 300 feet of the McSweeney Farms Specific Plan, of the holding of a public hearing.

At the time of report preparation, the Planning Division has not received any letters of comment from the public. Staff received one phone call on February 20, 2014, from Mr. Marco Baeza who resides in Planning Area 22. Mr. Baeza inquired about the park proposal and the time of its construction. Mr. Baeza also expressed concern with the future development of Planning Area 19 and the possibility of having a two-story home constructed adjacent to his half acre lot.

Staff received a phone call on February 21, 2014 from a resident inquiring about the construction of the future Gibbel Elementary School. A third call was received on February 24, 2014 from William Stewart seeking information regarding the park proposal. Mr. Stewart lives adjacent to Planning Area No. 35 and expressed concern with baseball or soccer fields adjacent to his property. Staff provided information to all callers and forwarded Mr. Baeza and Mr. Stewart copies of the conceptual park plans for their review.

Any additional comments received prior to the time of the scheduled Planning Commission meeting will be provided to the Commission at the time of the public hearing.

REPORT SUMMARY

Specific Plan Amendment No. 14-001 pertains to the proposal to amend the McSweeney Farms Specific Plan No. 01-02 located on the south of Gibbel Street, east of State Street and North of Newport Road. The use proposed for Planning Area No. 35 by the project conforms to and is consistent with development standards and guidelines provided by the Zoning Ordinance and the standards in the McSweeney Farms Specific Plan. The amendment proposed by the project is consistent with the purposes of the General Plan and Specific Plan in which the project is located.

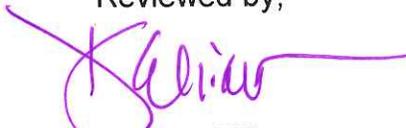
The proposed amendment will provide a recreation amenity that may be enjoyed by all of the residents, in lieu of the equestrian center that would only serve the horse keeping properties in the area. The City of Hemet currently maintains the park located in Planning Area No. 36. The Homeowners Association has agreed to maintain the private park and will not require assistance from the City. For these reasons, and as more fully discussed in the Staff Report and accompanying attachments, the Planning Division recommends approval of the project.

Respectfully submitted,



Carole L. Kendrick
Assistant Planner

Reviewed by,



Deanna Elliano
Community Development Director

CK

ATTACHMENTS

- 1) Planning Commission Resolution No. 14-003 for Specific Plan Amendment No. 14-001
- 2) City Council Ordinance Bill No. 14-004
 - Exhibit A – Revised pages of the Specific Plan
 - Exhibit B – Conditions of Approval
- 3) Strike out text of the revised pages related to Planning Area No. 35
- 4) Land Use Designation Map
- 5) McSweeney Farms Land Use Map
- 6) Aerial Photograph
- 7) Site Photographs of Planning Area No. 35
- 8) Conceptual Park Plans
- 9) Conceptual Park Renderings
- 10) McSweeney Recovery Acquisition Letter dated February 13, 2014
- 11) McSweeney Farms Home Owners Association Letter dated February 27, 2014

INCORPORATED HEREIN BY REFERENCE

City of Hemet General Plan
City of Hemet General Plan EIR
City of Hemet Zoning Ordinance
Project Site's Riverside County Integrated Plan Multi-Species Habitat Conservation Plan
Summary Report
Contents of City of Hemet Planning Department Project File(s) McSweeney Farms Specific Plan
No. 01-02, Specific Plan Amendment No. 14-001, Development Agreement 04-001,
Development Agreement Amendment No. 14-001, and Tentative Tract Map Nos.
Tentative Tract Map Nos. 32529, 33961, 34659, 32717, 33824, 33825, 34660, 34661 and
34662

**Attachment
No. 1
PC Resolution No.
14-003**

**Planning Commission
Public Meeting of
March 4, 2014**



CITY OF HEMET
Hemet, California

PLANNING COMMISSION
RESOLUTION BILL NO. 14-003

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HEMET, CALIFORNIA, RECOMMENDING APPROVAL TO THE CITY COUNCIL OF SPECIFIC PLAN AMENDMENT NO. 14-001 – MCSWEENEY FARMS SPECIFIC PLAN (SP 01-02), LOCATED EAST OF STATE STREET, NORTH OF NEWPORT ROAD AND SOUTH OF GIBBEL ROAD.

WHEREAS, pursuant to Government Code sections 65854 and 65855, the Planning Commission has the authority to review and make recommendations to the City Council regarding amendments to the City's zoning ordinances; and

WHEREAS, the Planning Commission has the authority under Chapter III.6 (Implementation) of the Hemet General Plan to review and make a recommendation to the City Council on Specific Plan Amendment No. 14-001; and

WHEREAS, the Applicant is requesting approval of Specific Plan Amendment No. 14-001 in accordance with requirements of Section 90-619 and 90-41.5(a) of the Hemet Municipal Code; and

WHEREAS, on February 20, 2014, the City gave public notice by publishing notice in the Press Enterprise of the holding of a public hearing at which the amendment to the McSweeney Farms Specific Plan would be considered; and

WHEREAS, on March 4, 2014 the Planning Commission held the noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, the proposed amendment to the McSweeney Farms Specific Plan and at which time the Planning Commission considered the proposed amendment to the McSweeney Farms Specific Plan; and

WHEREAS, the City has analyzed this proposed project and has determined that it is exempt from further review under the California Environmental Quality Act ("CEQA") pursuant to Section 15162 of the CEQA Guidelines because the proposed project is consistent with a Final Environmental Impact Report prepared for McSweeney Farms Specific Plan No. 01-02 and adopted on November 10, 2003; and

Planning Commission Resolution Bill No. 14-003
SPECIFIC PLAN AMENDMENT NO. 14-001
McSweeney Farms

Page 1 of 4

1 **WHEREAS**, attached as Exhibit "A" is the proposed Ordinance Bill No. 14-004.

2
3 **NOW, THEREFORE**, the Planning Commission of the City of Hemet does
4 Resolve, Determine, Find and Order as follows:

5
6
7 **SECTION 1: ENVIRONMENTAL FINDINGS**

8
9 The Planning Commission, in light of the whole record before it, including but not limited
10 to, the City's Local CEQA Guidelines and Thresholds of Significance, the direction of
11 the Planning Commission at its meeting on March 4, 2014 and documents incorporated
12 therein by reference, and any other evidence (within the meaning of Public Resources
13 Code Sections 21080(e) and 21082.2) within the record or provided at the public
14 hearing of this matter, hereby finds and determines as follows:

15
16 1. **CEQA:** The City has analyzed this proposed project and has determined that it is
17 exempt from further review under the California Environmental Quality Act ("CEQA")
18 under section 15162 of the CEQA Guidelines in that on November 5, 2004, at a duly
19 noticed public hearing, the City Council approved Specific Plan No. 01-02 and
20 recommended approval of a Final Environmental Impact Report reflecting its
21 independent judgment and analysis and documenting that there was not substantial
22 evidence, in light of the whole record, from which it could be fairly argued that the
23 project may have a significant effect on the environment. The documents comprising
24 the City's environmental review for the project are on file and available for public review
25 at Hemet City Hall, 445 E. Florida Avenue, Hemet, California 92543.

26
27 **SECTION 2: ZONING ORDINANCE AMENDMENT FINDINGS**

28
29 Pursuant to Hemet Municipal Code Section 90-619 and 90-41.5(a), the Planning
30 Commission makes the following findings with respect to this zoning ordinance
31 amendment:

32
33 1. *The zoning ordinance amendment (Specific Plan Amendment) is in conformance*
34 *with the latest adopted general plan for the City.*

35
36 The proposed project is in conformance with the General Plan for the City of Hemet
37 with the designations of Park and Open Space by maintaining the open space and
38 recreation land uses designated in the McSweeney Farms Specific Plan (SP 01-02).
39 The specific plan amendment includes a private park that incorporates amenities
40 internal to the project. The proposed Specific Plan Amendment No. 14-001 will
41 implement the goals of providing recreational uses for the sole use of the McSweeney
42 Farms community.

43

Planning Commission Resolution Bill No. 14-003
SPECIFIC PLAN AMENDMENT NO. 14-001
McSweeney Farms

Page 2 of 4

1 2. *The Specific Plan or Amendment provides for the development of a*
2 *comprehensively planned project that is superior to development otherwise allowed*
3 *under the conventional zoning classifications.*
4

5 The proposed Amendments to the McSweeny Farms Specific Plan will protect the
6 public health, safety and general welfare of the City and its residents by providing a
7 private recreation area that promotes physical activity in a secured environment.
8

9 3. *The proposed Specific Plan or Amendment provides for the construction,*
10 *improvement, or extension of transportation facilities, public utilities and public*
11 *services required by the long-term needs of the project and/or other area residents,*
12 *and complements the orderly development of the city beyond the project boundaries.*
13

14 The project as proposed will improve the site in a manner that is consistent with the
15 General Plan Circulation Element which will serve future traffic generated by the
16 proposed private park. The modification to the Specific Plan will remove park traffic
17 from Newport Road and internalize it to the South Village Loop. The proposed
18 Specific Plan Amendment continues to provide streets and circulation system in the
19 area will be adequate to handle the future anticipated traffic needs.
20

21 The proposed Specific Plan Amendment for a private park is compatible with the
22 existing use approved on the subject site.
23

24 **SECTION 3: PLANNING COMMISSION ACTIONS**

25
26 The Planning Commission hereby takes the following actions:
27

- 28 1. The Planning Commission approves Resolution Bill No. 14-003 recommending
29 that the City Council adopt the proposed Ordinance which is attached hereto and
30 incorporated herein by reference as Exhibit "A."
31

32 **PASSED, APPROVED AND ADOPTED** this 4th day of March, 2014, by the
33 following vote:
34

35 **AYES:**

36 **NOES:**

37 **ABSTAIN:**

38 **ABSENT:**
39
40

41 _____
42 John Gifford, Chairman
43 Hemet Planning Commission

44 **ATTEST:**
45

Planning Commission Resolution Bill No. 14-003
SPECIFIC PLAN AMENDMENT NO. 14-001
McSweeny Farms

Page 3 of 4

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Melissa Couden, Records Secretary
Hemet Planning Commission

**Planning Commission Resolution Bill No. 14-003
SPECIFIC PLAN AMENDMENT NO. 14-001
McSweeney Farms**

Attachment No. 2

City Council Ordinance
Bill No. 14-004

Planning Commission
Public Meeting of
March 4, 2014



**CITY OF HEMET
Hemet, California
ORDINANCE BILL NO. 14-004**

1
2
3
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5
6 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET,**
7 **CALIFORNIA APPROVING SPECIFIC PLAN AMENDMENT NO. 14-001,**
8 **AMENDING THE MCSWEENEY FARMS SPECIFIC PLAN (SP 01-02)**
9 **FOR THE PROPERTY LOCATED EAST OF STATE STREET, NORTH**
10 **OF NEWPORT ROAD AND SOUTH OF GIBBEL ROAD.**

11
12 **WHEREAS,** an application for Specific Plan Amendment No. 14-001 was duly
13 filed by:

14 Owner: McSweeney Recovery Acquisitions

15 Applicant: Patrick Parker – Raintree Investments

16 Project Location: East of State Street, north of Newport Road and south of
17 Gibbel Road

18 **WHEREAS,** pursuant to Government Code sections 65854 and 65855, the
19 Planning Commission has the authority to review and make recommendations to the
20 City Council regarding amendments to the City's zoning ordinances; and

21 **WHEREAS,** the Planning Commission has the authority under Chapter III.6
22 (Implementation) of the Hemet General Plan to review and make a recommendation to
23 the City Council on Specific Plan Amendment No. 14-001; and

24 **WHEREAS,** the Applicant has requested approval of Specific Plan Amendment
25 No. 14-001 in accordance with requirements of Sections 90-619 and 90-41(a) of the
26 Hemet Municipal Code; and
27
28

1 **WHEREAS**, on February 20, 2014, the City gave public notice by publishing
2 notice in the Press Enterprise and notices were mailed to property owners within 300
3 feet of the project site of the holding of a public hearing at which the Specific Plan
4 Amendment would be considered by the Planning Commission; and

5 **WHEREAS**, on March 4, 2014 the Planning Commission held the noticed public
6 hearing at which interested persons had an opportunity to testify in support of, or
7 opposition to, the proposed amendment to the McSweeney Farms Specific Plan and at
8 which time the Planning Commission considered the proposed amendment to the
9 McSweeney Farms Specific Plan; and

10 **WHEREAS**, on March 4, 2014, the Planning Commission was presented with a
11 draft of this Specific Plan Amendment No. 14-001 and, after conducting a duly noticed
12 public hearing, voted to recommend that the City Council approve Specific Plan
13 Amendment No. 14-001; and

14 **WHEREAS**, on March 13, 2014, the City gave public notice by publishing notice
15 in the Press Enterprise and notices were mailed to property owners within 300 feet of
16 the project site of the holding of a public hearing at which the Specific Plan Amendment
17 would be considered by the City Council; and

18 **WHEREAS**, on March 25, 2014 the City Council held the noticed public hearing
19 at which interested persons had an opportunity to testify in support of, or opposition to,
20 the proposed amendment to the McSweeney Farms Specific Plan and at which time the
21 Planning Commission considered the proposed amendment to the McSweeney Farms
22 Specific Plan; and

23 **WHEREAS**, on March 25, 2014, the City Council was presented with a draft of
24 this Specific Plan Amendment No. 14-001 and, after conducting a duly noticed public
25 hearing, voted to recommend that the City Council approve Specific Plan Amendment
26 No. 14-001; and

27
28

1 **WHEREAS**, the City has analyzed this proposed project and has determined that
2 it is exempt from further review under the California Environmental Quality Act ("CEQA")
3 pursuant to Section 15162 of the CEQA Guidelines because the proposed project is
4 consistent with a Final Environmental Impact Report prepared for McSweeny Farms
5 Specific Plan No. 01-02 and adopted on November 10, 2003; and

6 **WHEREAS**, attached as Exhibit "A" is the proposed Specific Plan Amendment
7 No. 14-001.

8 **NOW THEREFORE**, the City Council of the City of Hemet does Resolve,
9 Determine, Find and Order as follows:

10 **SECTION 1: ENVIRONMENTAL FINDINGS**

11
12 The City Council, in light of the whole record before it, including but not limited to, the
13 City's Local CEQA Guidelines and Thresholds of Significance, the recommendation of
14 the Planning Commission as provided in the Staff Report dated March 4, 2014 and
15 documents incorporated therein by reference, and any other evidence (within the
16 meaning of Public Resources Code §21080(e) and §21082.2) within the record or
17 provided at the public hearing of this matter, hereby finds and determines as follows:

- 18
19 1. **CEQA:** The City has analyzed this proposed project and has determined that
20 it is exempt from further review under the California Environmental Quality Act
21 ("CEQA") under section 15162 of the CEQA Guidelines in that on November
22 10, 2003, at a duly noticed public hearing, the City Council approved Specific
23 Plan Amendment No. 01-02 and adopted a Final Environmental Impact
24 Report reflecting its independent judgment and analysis and documenting
25 that there was not substantial evidence, in light of the whole record, from
26 which it could be fairly argued that the project may have a significant effect on
27 the environment. The documents comprising the City's environmental review
28

1 for the project are on file and available for public review at Hemet City Hall,
2 445 E. Florida Avenue, Hemet, California 92543.

- 3
4 2. **Multiple Species Habitat Conservation Plan (MSHCP):** The project is
5 found to be consistent with the MSHCP. The project is located outside of any
6 MSHCP criteria area and is exempt from the payment of MHSCP fees per
7 Section 5.4.2 of Development Agreement No. 04-01.

8 **SECTION 2: SPECIFIC PLAN AMENDMENT**

9
10 The City Council approves Specific Plan Amendment No. 14-001 on the following
11 grounds:

- 12 1. The zoning ordinance amendment (Specific Plan Amendment) is in
13 conformance with the latest adopted general plan for the City.

14
15 The proposed project is in conformance with the General Plan for the City of
16 Hemet with the designations of Park and Open Space by maintaining the
17 open space and recreation land uses designated in the McSweeny Farms
18 Specific Plan (SP 01-02). The specific plan amendment includes a private
19 park that incorporates amenities internal to the project. The proposed Specific
20 Plan Amendment No. 14-001 will implement the goals of providing
21 recreational uses for the sole use of the McSweeny Farms community.

- 22 2. The Specific Plan or Amendment provides for the development of a
23 comprehensively planned project that is superior to development otherwise
24 allowed under the conventional zoning classifications.

25
26 The proposed Amendments to the McSweeny Farms Specific Plan will protect
27 the public health, safety and general welfare of the City and its residents by
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providing a private recreation area that promotes physical activity in a secured environment.

- 3. The proposed Specific Plan or Amendment provides for the construction, improvement, or extension of transportation facilities, public utilities and public services required by the long-term needs of the project and/or other area residents, and complements the orderly development of the city beyond the project boundaries.

The project as proposed will improve the site in a manner that is consistent with the General Plan Circulation Element which will serve future traffic generated by the proposed private park. The modification to the Specific Plan will remove park traffic from Newport Road and internalize it to the South Village Loop. The proposed Specific Plan Amendment continues to provide streets and circulation system in the area will be adequate to handle the future anticipated traffic needs.

The proposed Specific Plan Amendment for a private park is compatible with the existing use approved on the subject site.

SECTION 3. ENVIRONMENTAL REVIEW

The City has analyzed this proposed project and has determined that it is exempt from further review under the California Environmental Quality Act ("CEQA") under section 15162 of the CEQA Guidelines in that on November 10, 2003, at a duly noticed public hearing, the City Council approved Specific Plan No. 01-02 and adopted a Final Environmental Impact Report reflecting its independent judgment and analysis and documenting that there was not substantial evidence, in light of the whole record, from which it could be fairly argued that the project may have a significant effect on the environment. The documents comprising the City's environmental review for the project

1 are on file and available for public review at Hemet City Hall, 445 E. Florida Avenue,
2 Hemet, California 92543.

3 **SECTION 4. SEVERABILITY**

4
5 If any section, subsection, subdivision, sentence, clause, phrase, or portion of this
6 Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any
7 court of competent jurisdiction, such decision shall not affect the validity of the
8 remaining portions of this Ordinance. The City Council hereby declares that it would
9 have adopted this Ordinance, and each section, subsection, subdivision, sentence,
10 clause, phrase, or portion thereof, irrespective of the fact that any one or more sections,
11 subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared
12 invalid or unconstitutional.

13 **SECTION 5. EFFECTIVE DATE AND DURATION**

14 This Ordinance shall take effect thirty (30) days from its passage by the City Council of
15 the City of Hemet.
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1 **SECTION 6. PUBLICATION**

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

7

8 **INTRODUCED** at the regular meeting of Hemet City Council on March 25, 2014.

9 **APPROVED AND ADOPTED** this 8th day of April 2014.

10

11

12

Larry Smith, Mayor

13

14 **ATTEST:**

APPROVED AS TO FORM:

15

16

17

Sarah McComas, City Clerk
State of California)
County of Riverside)
City of Hemet)

Eric S. Vail, City Attorney

20

21

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1 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing
2 Ordinance was introduced and first read on the 25th day of March 2014, and had its
3 second reading at the regular meeting of the Hemet City Council on the 8th day of April
4 8, 2014, and was passed by the following vote:

5

6 **AYES:**

7 **NOES:**

8 **ABSTAIN:**

9 **ABSENT:**

10

Sarah McComas, City Clerk

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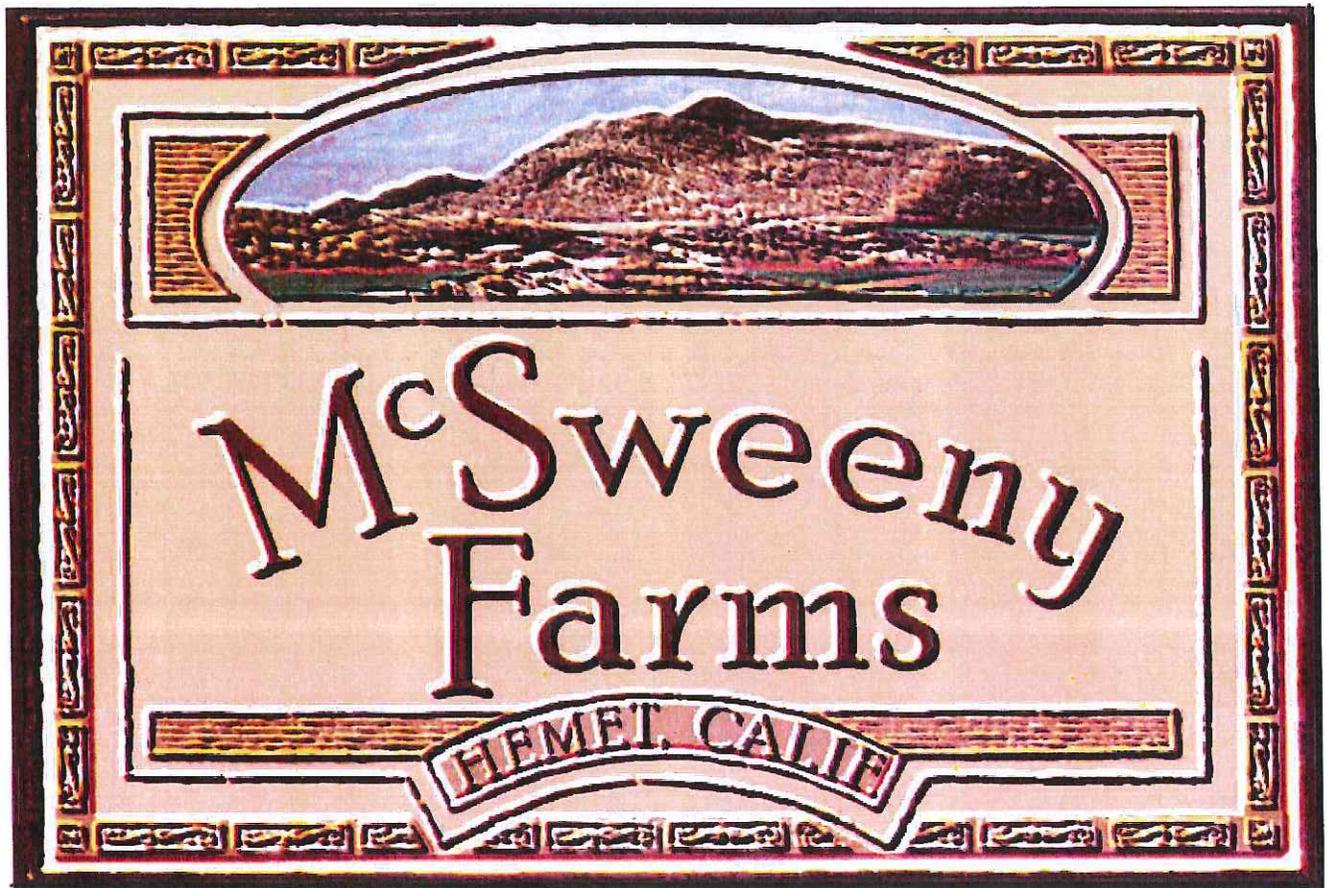
27

28

Exhibit No. A

Proposed McSweeney Farms
Specific Plan Amended Text

Planning Commission
Public Meeting of
March 4, 2014



Final Specific Plan of Land Use

SP 01-2

Amended by Specific Plan Amendment No. 14-001

29 November 2003

City of Hemet

McSweeney Farms

Final Specific Plan 01-2

29 November 2003

Amended by Specific Plan Amendment No. 14-001

Approved by City Council – _____

Prepared for:

City of Hemet Planning Department

445 E. Florida Ave., Hemet California 92543

☎ (909) 765-2375

☒ (909) 765-2359

Contact: Richard Masyczek, Planning Director

Developed by:

McSweeney Farms Properties, dba

2829 South State Street, Hemet California 92543

☎ (909) 766-4655

☒ (909) 766-4658

Contact: Thomas G. Olsen, Family Representative

Prepared by:



937 South Via Lata, Suite 500, Colton California 92324

☎ (909) 783-0101

☒ (909) 783-0108

Contact: Richard Stephens, Planning Director

Tom Nieves, Project Manager

Sean Reilly, Environmental Planner

Masaharu Urushibata, Planner

McSweeney Farms

Final Specific Plan 01-2

29 November 2003

Amended by Specific Plan Amendment No. 14-001

Approved by City Council – _____

Prepared in association with:

Thomas Olsen Associates, Inc.

2829 South State Street, Hemet California 92543

☎ (909) 766-4655

☎ (909) 766-4658

Contact: Thomas G. Olsen, Principal

Mike Misenhalter, Biologist

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☎ (909) 793-0200

☎ (909) 793-0790

Contact: John Mirau

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☎ (949) 717-6444

Contact: John Shumway, Principal

Urban Crossroads

41 Corporate Park, Suite 210, Irvine California 92606

☎ (949) 660-1994

☎ (949) 660-1911

Contact: John Kain, AICP, Principal

McKenna et al

6008 Friends Avenue, Whittier California 90601

☎ (562) 696-3852

☎ (562) 693-4059

Contact: Jeanette McKenna, Principal

David Taussig & Associates

1301 Dove Street, Suite 600, Newport Beach California 92660

☎ (949) 955-1500

Contact: David Taussig, Principal

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1.1 Executive Summary**1****INTRODUCTION**

McSweeney Farms is located in the southeastern portion of the City of Hemet. The project is located at the southeast corner of the intersection of Domenigoni Parkway and State Street. The City of Hemet General Plan designates this area as a Special Use SP (Specific Plan).

The project site has unique attributes that will enable the project to create an extraordinary sense of place. Among these attributes is the property's "gateway" location adjacent to the Diamond Valley Lake and associated recreational and educational facilities. Development of the forty-five hundred acre (4,500 ac) reservoir and eight thousand acres (8,000 ac) of associated visitor-serving and habitat conservation areas represent a significant economic, recreational, environmental and cultural opportunity for the region and the City of Hemet. This recreation facility and its associated habitat conservation areas will serve both regional and local visitors.

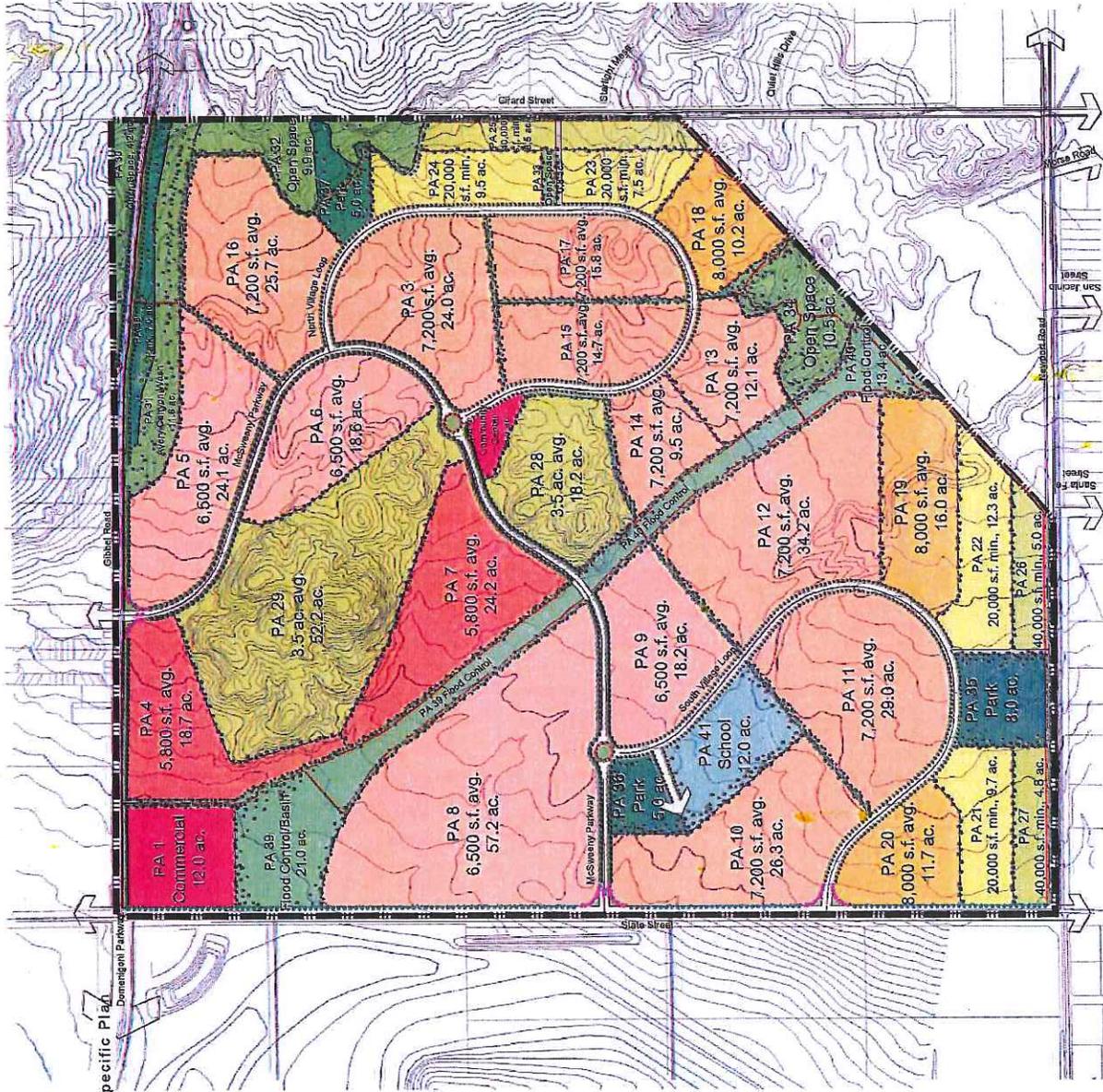
The McSweeney Farms Specific Plan guides development of a planned community which responds to environmental, infrastructure, and economic realities. The design and layout of the land use plan, infrastructure, development standards, and design guidelines emphasize the integration of complementary land uses within a cohesive, identifiable, and walkable community.

The six hundred seventy-three acre (673 ac) development proposed for McSweeney Farms accommodates up to one thousand six hundred forty homesites (1,640 DU) within approximately five hundred twenty acres (~520 ac) designated for residential development at densities ranging from one to five homes per acre (1-5 DU/Ac). Residential areas include single family detached homes on lots ranging from 5,000 square feet to 4-acre hillside estates. In addition to the residential development, the project includes a community center, a marketplace, an elementary school site, and numerous public and private parks. About one hundred (100) additional acres of open space, trails, parks, and paseos make up the multi-purpose open space network, which provides circulation alternatives (biking / walking) for residents to reach both internal and external destinations and trails.

The Specific Plan was prepared pursuant to the authority granted to the City of Hemet by the California Government Code, Title 7, Division 1,

Illustrative Plan (with Average Lot Size) Figure 1-6

- Commercial
- R-1 (5,800 sq.ft. avg.)
- R-1 (6,500 sq.ft. avg.)
- R-1 (7,200 sq.ft. avg.)
- R-1 (8,000 sq.ft. avg.)
- R-1 (20,000 sq.ft. avg.)
- R-1 (40,000 sq.ft. avg.)
- Open Space
- Cactus Valley Channel
- Park
- School
- Equestrian Trail
- Paseo



McSweeney Farms Specific Plan
SPA _____

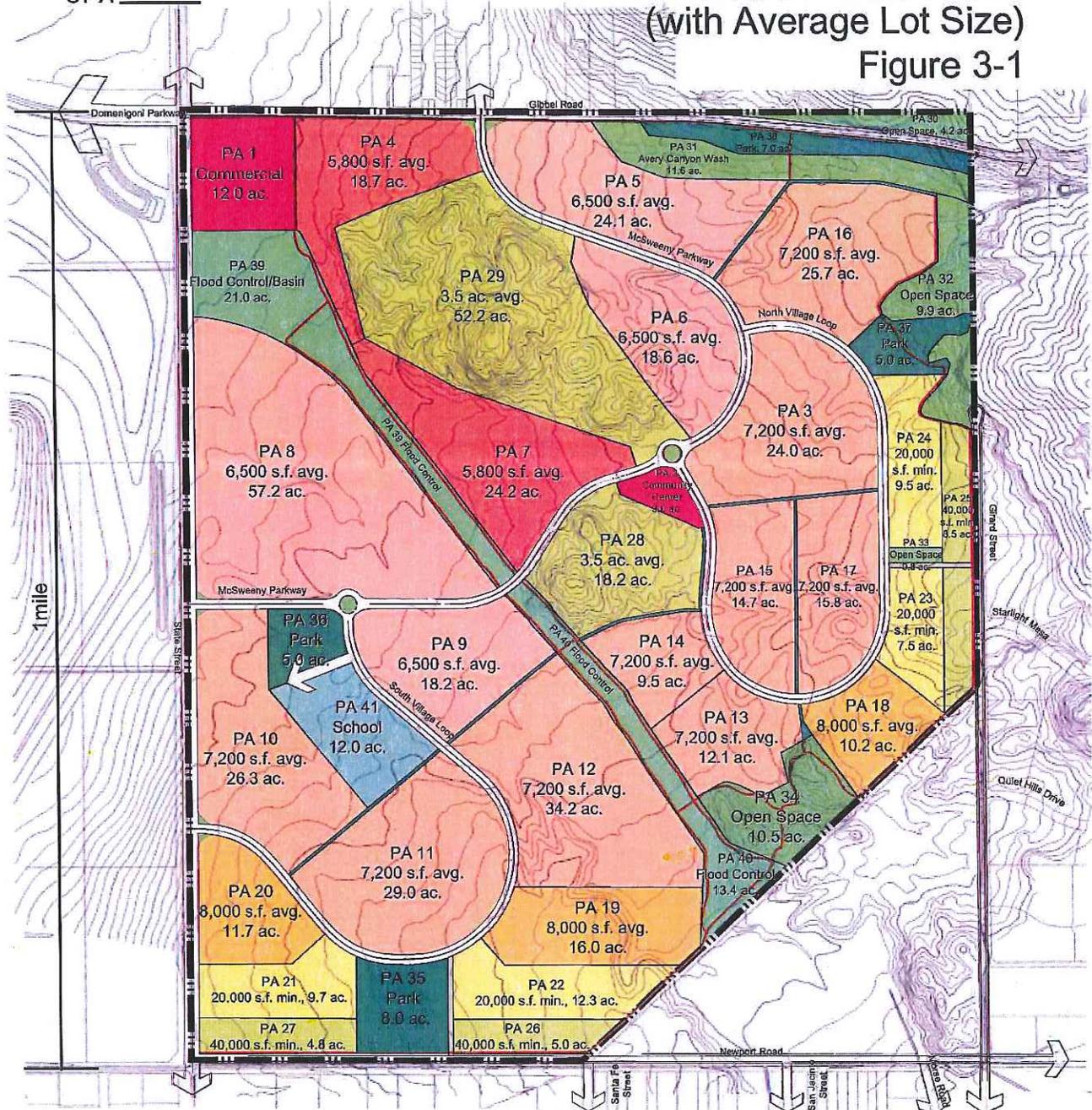


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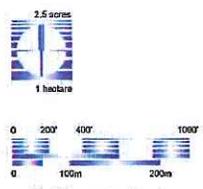
City of Hemet

McSweeney Farms Specific Plan
SPA

Land Use Plan
(with Average Lot Size)
Figure 3-1



- | | |
|---|--|
| Commercial | Open Space |
| R-1 (5,800 sq.ft. avg.) | Cactus Valley Channel |
| R-1 (6,500 sq.ft. avg.) | Park |
| R-1 (7,200 sq.ft. avg.) | School |
| R-1 (8,000 sq.ft. avg.) | Equestrian Trail |
| R-1 (20,000 sq.ft. avg.) | Paseo |
| R-1 (40,000 sq.ft. avg.) | |



City of Hemet

Table 3-1
Land Use Summary

Land Use	Area	Density	Units
Commercial	12.0		
Community Center	3.0		
R-1-5000 Single Family Residential	42.9	4.70	202
R-1-5500 Single Family Residential	118.1	4.20	496
R-1-6000 Single Family Residential	191.3	3.70	708
R-1-7200 Single Family Residential	37.9	3.20	119
R-R-20000 Rural Residential	39.2	2.00	78
R-R-40000 Rural Residential	19.7	1.00	20
R-HC-40000 Hillside Conservation	70.3	0.25	17
Natural Open Space	34.8		
Public/Private Parks	25.0		
Cactus Valley Channel and Basin	34.4		
Elementary School	12.0		
Circulation / ROW	32.4		
TOTAL	673.0		1640

McSweeney Farms

Specific Plan 01-2

Table 3-2
Land Use Table

PA	Land Use	Area	Density	Units
1	Commercial	12.0		
2	Community Center	3.0		
3	6000 min (7200 avg)	24.0	3.70	89
4	5000 min (5800 avg)	18.7	4.70	88
5	5500 min (6500 avg)	24.1	4.20	101
6	5500 min (6500 avg)	18.6	4.20	78
7	5000 min (5800 avg)	24.2	4.70	114
8	5500 min (6500 avg)	57.2	4.20	240
9	5500 min (6500 avg)	18.2	4.20	76
10	6000 min (7200 avg)	26.3	3.70	97
11	6000 min (7200 avg)	29.0	3.70	107
12	6000 min (7200 avg)	34.2	3.70	127
13	6000 min (7200 avg)	12.1	3.70	45
14	6000 min (7200 avg)	9.5	3.70	35
15	6000 min (7200 avg)	14.7	3.70	54
16	6000 min (7200 avg)	25.7	3.70	95
17	6000 min (7200 avg)	15.8	3.70	58
18	7200 min (8000 avg)	10.2	3.20	33
19	7200 min (8000 avg)	16.0	3.20	50
20	7200 min (8000 avg)	11.7	3.20	37
21	20000	9.7	2.00	19
22	20000	12.3	2.00	25
23	20000	7.4	2.00	15
24	20000	9.8	2.00	20
25	40000	9.9	1.00	10
26	40000	5.0	1.00	5
27	40000	4.8	1.00	5
28	Hillside 40000	18.2	0.25	4
29	Hillside 40000	52.1	0.25	13
30	Open Space	4.2		
31	Open Space	11.6		
32	Open Space	8.2		
33	Open Space	0.8		
34	Open Space	10.0		
35	Private Park	8.0		
36	Park	5.0		
37	Park	5.0		
38	Park	7.0		
39	Channel (Park/Basin)	21.0		
40	Channel	13.4		
41	Elementary School	12.0		
	R/W	32.4		
TOTAL		673.0	2.38	1640

3.2.1 Commercial Center

Located at the planned commercial node of Domenigoni Parkway and State Street, the twelve acre (12 ac) marketplace will serve visitors and locals in a highly visible, themed collection of retail, service, and dining uses. In addition to arterial street access, vehicular and pedestrian access will be provided from within the community. In addition to the major commercial area a smaller more centrally located commercial area will provide a community center, consisting of a sales / preview center / community room, swim facilities, and fitness center.

3.2.2 Community Center

The Community Center is the physical and social "heart" of the community located in the geographic center of the master-planned community at the intersection of the McSweeney Parkway and North Village Loop. The Community Center serves as the administrative center for the Master-planned Community. Connecting the two community open space hills and linked by walkways and paseos, the Community Center is within a ten (10) minute walk from every residence. The Community Center includes the following facilities/amenities:

- Office and Sales/Preview Center
- Reception/Banquet Room
- Community Rooms
- Fitness Center
- Swimming Pool and Spa
- Landscaped Commons (i.e. putting green, picnic areas, informal gatherings. etc.)
- Community Services (i.e. postal service, voting/polling, service/maintenance requests, etc.)

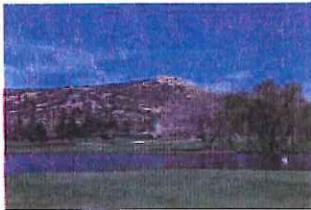
The McSweeney Farms master-planned community will have programmed activities corresponding to seasonal holidays and other events sponsored by the Homeowners Association. These will be promoted via the community intranet which may be 'located' at the Community Center. In addition, the Community Center may also have a "digital kitchen" where residents may have access to personal computers and online services.

3.2.3 *(Deleted per Specific Plan Amendment No. 13-XXX)*

3.5 Open Space Network

The multi-purpose Open Space Network consists of the following components: (See chapter 6 section 6.11 for more detail on park areas)

- *Natural Open Space* consisting of preserved natural landforms and features including the three (3) hilltop knolls and the Avery Canyon drainage;
- Four (4) *parks* distributed in the northwest, northeast and southwestern portions of the community;
- A series of *Passive Parks* and multi-purpose trails/"paseos" which run alongside major Community Parkways and Loop Roads, the Cactus Valley Channel, and between selected Planning Areas in order to provide non-vehicular paths to the school and community center. In addition to internal circulation, the multi-purpose trails/"paseos" provide linkage to the Diamond Valley East Recreation Area, as well as the Regional Trail (along State Street) into the Santa Rosa Hills.
- Twenty-eight (28 ac) of Cactus Valley Channel that will serve as trail/paseo linkages
- Six and one half acres (6.5 ac) of *Park/Basin* area, located in Planning Area 39, that will function as an informal public park during dry periods and a drainage basin in the wet season.



The Open Space Network will have several integrated administrative components with the following characteristics:

- The central hilltops, located in Planning Areas 28 and 29, shall be placed in a Conservation Easement in Phase 3 of the development to be retained in their natural condition.
- Peripheral hilltop open spaces and paseos shall be operated and maintained by the Master Home Owners Association. The Master Developer shall prepare an Open Space Management Plan for review and approval by the City Planning Commission. [See Maintenance Section 7.3]
- Planning Area Pocket Parks shall be operated and maintained by the Neighborhood Home Owners Association for that Planning Area.
- Public Parks shall be operated and maintained by **Valley Wide Recreational and Park District** or the City of Hemet, to be determined prior to construction of the park.
- The Private Park located in Planning Area 35 shall be maintained by the Master Homeowner's Association.
- Natural and improved drainage open spaces shall be maintained by the appropriate agency (i.e. Riverside County Flood Control and Water Conservation District).

McSweeney Farms

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- Recreation facilities within flood control open space shall be operated and maintained by the Master Home Owners Association.
- Resource Areas identified in the EIR cultural and/or biological reports shall be maintained as described in those documents.

In addition to the community Open Space Network, a series of *private pocket parks*, (i.e. tot lots, and greens) will be provided for all lots that are below seven thousand two hundred square feet (7,200 sf). The amount of area shall be based on a ratio of one half (0.5) an acre per every one hundred (100) units.

3.6 Parks and Recreation Facilities

The McSweeney Farms open space and parks shall each include a *minimum* of three (3) of the following facilities:

Public Parks (Planning Areas 36,37, and 38)

- Play apparatus area (i.e. tot lots, climbing structures)
- Paved multi-purpose courts (i.e. basketball and/or handball)
- Sports field (i.e. softball and/or soccer)
- Picnic areas and shade structures
- Open or "free play" area

Passive Parks and Natural Open Space

- Shade/view structures (i.e. gazebo, lookout, etc.)
- Paseos / multi-purpose or interpretive trails
- Sidewalks connecting paseos
- Seating areas
- Open play areas

Private Pocket Parks

- Barbecue facilities
- Paved multi-purpose court (basketball, handball, etc.)
- Picnic areas
- Pool
- Shaded structures (pavilions, gazebos, etc.)
- Spa
- Tot lot

Private Park (Planning Area 35)

- Paved multi-purpose courts
- Picnic areas and shade structures
- Open "free play" area
- Seating areas
- Community Garden
- Dog Park

3.7 Master-Planned Community Amenities

The McSweeney Farms Master-Planned Community provides the following features that enhance the quality of life for residents and visitors:

- Integrated Design—architecture, landscaping, streetscapes, entry statements, and site design
- Community Center—the Community Center will serve as a focal point for the project and provide recreation, social activities and administrative services
- Convenience Retail—shopping/dining opportunities within the community
- Hemet School District Elementary School site #8—the community elementary school that children will be able to easily walk or bicycle to via the paseos and expanded sidewalks
- Natural Open Space—the community open space network includes two hilltops to be partially preserved in a natural condition as part of a conservation easement.
- Parks—four (4) public and private parks provide sports fields and other recreation opportunities. Private park will be located in Planning Area 35 while public parks are in Planning Areas 36, 37 and 38.
- Neighborhood Pocket Parks—each Planning Area with less than 7,200 square foot lots shall have an individual park to serve the local residents, (i.e. tot lots, pools, spas, and other improvements)
- Paseos—the community is linked through a system of paseos or multi-purpose trails
- Operation and Maintenance—a Master Home Owners Association and individual Neighborhood Home Owners Associations will be responsible for the operation and maintenance of various amenities to ensure a quality environment. CC&Rs will also be in place as an additional tool with the Design Guidelines to maintain high standards of development



McSweeney Farms will be a highly-amenitized, quality-oriented Master-Planned Community serving as a complementary development to the Diamond Valley recreation opportunities and significant element of the City's southern gateway.

5.3 Landscape Design
Concept

A cohesive design theme for the community, incorporating, natural rural landscape elements will be first established at primary and secondary entries and continued along the streetscape hierarchy and open space vistas. Consistently themed Craftsman architectural features (monuments, walls, pilasters, entry towers, commercial buildings and other community oriented facilities) will support and enhance the design theme.

Development of all planning areas will require a Site Development Review (SDR) approved by the Planning Commission.

Design Review

Additionally, prior to any submittal or application to the City, all neighborhood builders/developers must provide the Master Developer/Declarant of McSweeney Farms (1) a copy of the complete agency submittal for review and approval by the **Master Developer Design Review Board** and (2) a narrative explaining the project and what the builder/developer plans to do.

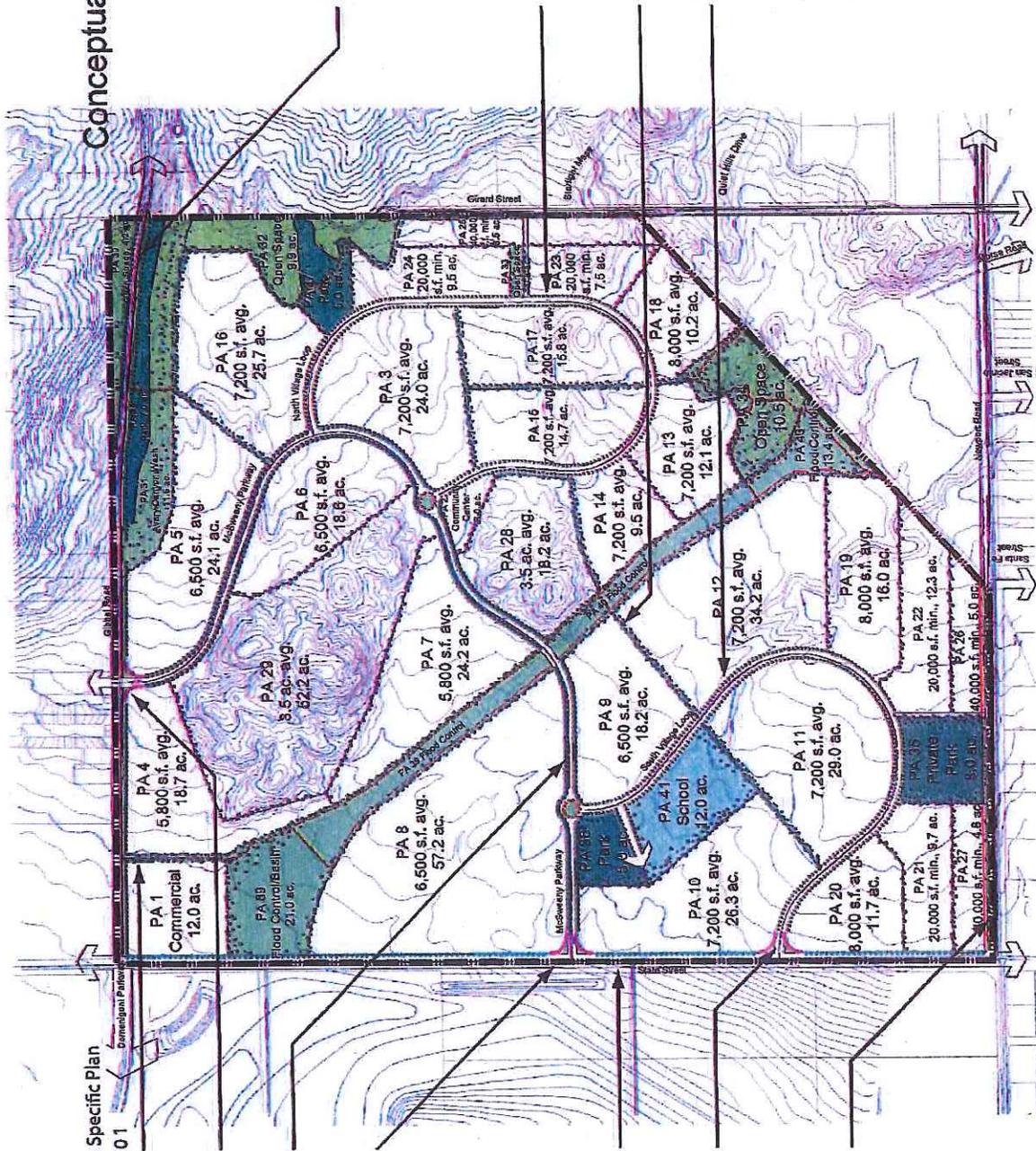
The Master Developer/Declarant shall have fifteen (15) business days to review the builder/developer application (including associated plans and information), and provide response to the proposed application to the builder and to the City of Hemet Planning Division. The Master Developer Design Review Board comments shall be considered as advisory in nature to the respective decision-making body of the City. The City shall include the Master Developer Design Review Board in any required public notice for the project.

Examples of review items for the Master Developer Design Review Board include but are not limited to:

- Grading/hydrology plans and studies;
- Architectural plans;
- Landscape plans;
- Zone Changes;
- Plot plans;
- Tentative maps;
- Any application requiring a public hearing

Prior to submittal of application to the Master Developer, neighborhood builder/developers shall contact the Master Developer to confirm the documents and materials required for review.

**Conceptual Landscape
Master Plan
Figure 5-1**



**McSweeney Farms Specific Plan
SPA No. 14-001
Equestrian Trail**

**Primary Entry Statement
Figure 5-2**

**McSweeney Parkway
Streetscape
Figure 5-4**

**Primary Entry Statement
Figure 5-2**

**Newport Road Streetscape
Figure 5-8**

**Secondary Entry Statement
Figure 5-3**

**Newport Road Streetscape
Figure 5-9**

City of Hemet

**Gibbel Road Streetscape
Figure 5-8**

**Village Loop Road Streetscape
Figure 5-5**

Paseo

**Village Loop Road Streetscape
Figure 5-5**



5.3.1 ENTRIES

The *Conceptual Landscape Master Plan*, (See Figure 5-1) shows a hierarchy of entry statements at key focal points along State Street and Domenigoni Parkway / Gibbel Road. The entry statements will establish and reinforce a sense of arrival, community identity, and landscape character through the use of enhanced landscaping, theme elements, and signage. As the site is approached from a distance, the preserved hilltop of the northern knoll will remain a dominant visual feature, providing a visual terminus for eastbound Domenigoni Parkway travelers.

The Primary Entry Statements (See Figure 5-2) are located at the beginning and end of McSweeney Parkway, where it intersects with Gibbel Road and State Street. A sense of arrival is created through integration of architectural forms (Craftsman styled stone towers / walls), materials, and layered landscaping. The low decorative rock wall frames the community identification signage, with annual color in the foreground and waterfalls in the background. Enhanced paving materials, including scored, colored concrete paving or cobblestones should be used to establish a perceptual change in the roadway.

Secondary Entry Statement (See Figure 5-3) from State Street will feature a theme monument / pilaster (Craftsman styled stone towers / walls), surrounded by low specialty planting, with waterfalls in the background. The backdrops to the monuments are decorative low stone walls (featuring the same materials used in the Community Identification and Primary Entry Statements).

Per Design Review, plans for entry statements must be reviewed and approved by the Master Developer prior to submittal to the City.

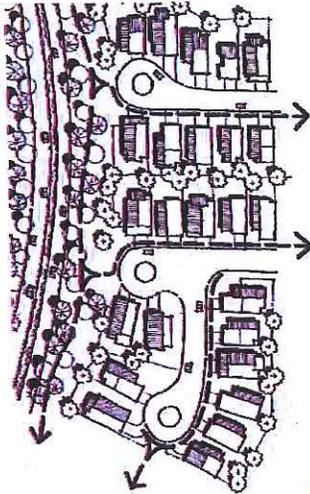
5.3.2 STREETS CAPES

In order to develop a cohesive overall circulation system for McSweeney Farms and to promote a strong community identity, a coordinated streetscape treatment will be implemented throughout the project.

Objectives include:

- Create a unifying landscape element found throughout the community;
- Establish a hierarchy of roadway functions through landscape treatment;
- Provide screening and scale to the architectural façades of the residential neighborhoods;
- Frame and emphasize views of open space features; and,
- Enhance the amenity and circulation value of the pedestrian / recreational experience.

McSweeney Farms Specific Plan 01-2



Gibbel Road

The south side of Gibbel Road will feature an enhanced landscape parkway in order to provide color, shading, and screening to the McSweeney Farms neighborhoods. (See Figure 5-8)

- The southern parkway of Gibbel Road adjacent to McSweeney Farms features an eight feet (8') wide trail separated from the curb by a split rail fence and an eight feet (8') wide parkway.
- An additional landscape setback of ten feet (10') features informal groves of deciduous and evergreen trees, with an understory of either turf, low groundcover, or accent shrubs.

Newport Road

The north side of Newport Road features large lots and a rural residential streetscape as a complement to the existing homes on the south side of the street. In lieu of a traditional sidewalk / parkway, an eight feet (8') wide trail is separated from a rolled curb by a split rail fence within the street right-of-way. (See Figure 5-9)

Girard Street

Girard Street from Newport Road will remain in its existing condition. The rural residential lots that will be located along Girard will receive their services internally from the McSweeney Farms project infrastructure system.

Per Design Review, all streetscape plans must be reviewed and approved by the Master Developer prior to submittal to the City.

5.3.3 SITE PLANNING CRITERIA

The Site Planning criteria for McSweeney Farms are intended to provide designers and engineers with qualitative criteria which goes beyond minimum development standards (e.g. dimensioning of width, depth, and area). The criteria provides design alternatives which emphasize visual amenities, while meeting functional and development criteria of developers and the City.

Residential

Local Street Layout

Design solutions for residential street layouts should consider land form, grades, and circulation hierarchy, and employ appropriate street configurations. Local streets should be designed to:

- Serve local volumes of traffic;
- Encourage pedestrian and bicycle circulation by providing safe, comfortable, visually interesting and connected routes;
- Lower traffic speeds; and,
- Provide a distinctive "terminal vista" (the features seen at the end of the street or along the outside edges of a street curve), where possible.

McSweeney Farms Specific Plan 01-2



Community Focus Areas

Site Planning for Community Focus Areas (retail, institutional) within the project should emphasize pedestrian scale, comfort, and connection between integrated uses within and external to the focus areas, while effectively handling vehicular circulation and storage.

Commercial Center (Not owned by the Master Developer)

- A raised pedestrian plaza at the corner of Domenigoni Parkway and State Street will be incorporated into the Primary Project Identification Treatment.
- In addition to primary access from external arterials, internal vehicular and pedestrian access shall be provided from within the McSweeney Farms project.
- Pedestrian scale outdoor spaces / linkages should be considered next to adjacent park / residential uses, with appropriate building grouping to provide spatial definition / screening from parking areas.

Community Center

As the primary civic uses within McSweeney Farms, the existing Community Center is carefully sited within the project in order to maximize access to residents.

- The existing Community center building is oriented towards the street, with primary entrances and façades facing the sidewalk, set close or set back behind landscaped plazas or entry courtyards.
- Direct pedestrian / vehicular connections have been provided from adjacent paseo / parkways, where possible.

School Site

The elementary school site is located within the project in order to maximize access to residents. The following siting criteria apply:

Elementary School

- Twelve acres (12 ac).
- Streets on two (2) sides with over twelve hundred linear feet (1,200 lf) of frontage.
- Across the street from a five acre (5 ac) park.
- Adjacent to a community paseo.
- Located away any attractive nuisances or open spaces areas.

Parking Areas

- Locate parking areas to the rear or the side of buildings whenever possible.
- Parking should be screened from public view.
- Drive aisles should be perpendicular to the main building wherever possible.



- Parking aisles should be designed to allow pedestrians to walk parallel to moving vehicles.
- Shared parking should be accommodated between adjacent parcels wherever appropriate.
- Large surface parking lots should be visually and functionally segmented into several smaller lots through the use of connecting walkways, landscape areas, or internal streets with regularly planted trees on both sides.
- Parking areas should be clearly delineated on the parking surface with painted white or contrasting lines on stone, brick, textured or smooth concrete.
- Parking aisles should be separated from vehicle routes of movement.
- The use of permeable paving, such as turf block or paver set in sand to reduce surface run-off is encouraged. Wherever possible, drainage should be directed to planting areas to maximize percolation.

Street Furniture

- Shall be provided along paseos, public right of ways, in parks / open spaces and within the public areas of commercial sites as appropriate.
- Street furniture and light standards shall be architecturally compatible with the project theme and/or the Hemet Scenic Highway Setback Manual's Design Criteria, 1990 when applicable (along State Street).
- Kiosks shall be provided at seating areas, along paseos/trails, and at gathering places as appropriate.
- Bollards should be located at major street corners.
- Benches and trash receptacles shall be provided at kiosk areas and along paseos/trails and throughout the park / open spaces areas.
- Drinking fountains shall be provided along paseos/trails and in the park / open space areas when feasible and/or appropriate.
- Pedestrian lighting shall be provided along paseos/trails, at public seating areas and within parks.

Per Design Review, all site plans must be reviewed and approved by the Master Developer prior to submittal to the City.

5.3.4 THEME WALLS / FENCES

Community theme walls and fences establish a feeling of enclosure, delineate site development areas, offer visual and physical privacy, buffer incompatible uses, and provide for views in and out of a site. Walls and fences should also be used to reinforce the project theme, reflecting the characteristics of the major project identification and entry

Solid Walls

Where required for community identity, security, privacy and sound buffering for residential units adjacent to streets or incompatible land uses, solid walls must be screened with landscaping and used sparingly. (See Figure 5-12)

- Wall materials shall consist of masonry construction finished with fieldstone, stucco, masonry, stone, or rock. Pilasters should incorporate the use of special veneer / accent materials such as rock, cultured stone and natural stone.
- The horizontal mass of the walls shall be interrupted by pilasters, landscape plantings, and vines.
- Construction materials of walls built to screen ancillary structures adjacent to buildings should be consistent with the main buildings and other walls.
- Walls shall be treated with anti-graffiti sealant and may be planted with vines to add visual interest and to further discourage graffiti.

View Fences

View fences are intended to allow views into open space / recreation areas, and other uses which do not require protection of privacy. View fences may also serve as security fencing where visibility of the screened use is not an issue. View fences should also be used to increase a sense of openness in rear yards adjacent to open space and the recreational amenities within residential subdivisions. (Refer to Figure 5-12)

- View fence panels should be interrupted by pilasters of stone, rock, masonry, or stucco with decorative accent material, or by accent stakes of similar materials as the view fence.
- A stone, stucco, rock or masonry wall may be used for the lower two feet (2').
- Gates visible to public view, (i.e. pedestrian gates), may be vinyl, wrought iron, tubular steel or similar materials.

Per Design Review, plans for walls and fences must be reviewed and approved by the Master Developer prior to submittal to the City.

5.3.5 LANDSCAPING*Planting Criteria*

- Landscaping plans shall be prepared by a landscape architect registered to practice in the State of California.
- Per Design Review, plans must be reviewed and approved by the Master Developer prior to submittal to the City;
- Landscaping, earth berms, decorative walls and other buffers should be used to reduce impacts on adjacent properties from commercial areas.
- Landscaping should be provided around the base of commercial structures to soften the edges between the parking areas and the structure.

- Refuse container screening shall be not less than six feet (6') in height;
- Decorative block walls shall be used for screening purposes where necessary to provide noise attenuation between loud commercial/industrial activities and adjacent residences;
- Outdoor storage areas shall be screened with a wall or fence and landscaping. The total height of the required screening shall be in accordance with wall and landscape buffer for yards adjoining certain uses per Article XXVI of the Hemet Municipal Code as defined; and,
- Chain link fencing shall not be allowed.

6.2 Community Center

Planning Area 2

The Community Center has been fully improved in compliance with the regulations contained herein.

6.2.1 Required Uses

The following uses are required in the Community Center:

- Recreation building/Clubhouse eighteen thousand square feet (18,000 sf) minimum
- Twenty-five meter pool, two spas and sun deck based on HOA requirements
- Outdoor recreation area (i.e. Golf putting course, open lawn play area, volleyball, bocce ball, croquet, lawn bowling, par course, etc.)

6.2.2 Permitted Uses

The following uses are permitted in the Community Center:

- Arboretum/Art Gardens;
- Art/Design Studios/Village;
- Bakery;
- Banks, savings and loan, credit unions;
- Barber and/or beauty shop;
- Commercial recreation / entertainment uses including, but not limited to cinemas, miniature golf, aquatic equipment rental, bed and breakfast inn, dinner theater, family entertainment parks, and associated parking facilities;
- Conference/Executive Meeting Center;
- Counseling center;
- Day care facility;
- Department store;

- A shared parking analysis report justifies the requested parking reduction based upon the presence of two (2) or more adjacent land uses which, due to substantially different operating hours or peak parking characteristics, will allow joint use of the same parking facilities.
- The shared parking analysis report indicates the presence of public transit facilities and/or pedestrian circulation opportunities that justify the requested reduction of parking spaces; and,
- The granting of a reduction in the number of parking spaces will still provide a sufficient number of off-street spaces for the use or uses in question.

6.2.6 Loading and Outdoor Storage

Loading and outdoor storage areas serving establishments shall be designed and oriented in accordance with the following standards:

- Loading areas shall be located behind the building being serviced.
- Loading areas shall be designed to provide for backing and maneuvering of trucks on-site;
- Screening of refuse containers, service areas, and loading areas may be achieved with decorative walls, lush landscaping, or other up-scale materials in order to not only achieve a complete screening of views from public areas such as streets, parking lots, and sidewalks, but to maintain the architectural integrity of the project;
- Loading area screening shall be no less than eight feet (8') in height and shall incorporate the architecture into the design;
- Refuse container screening shall be not less than six feet (6') in height;
- Block walls shall be used for screening purposes where necessary to provide noise attenuation between loud commercial/industrial activities and adjacent residences; and,
- Outdoor storage areas shall not be allowed.

6.3

(This section deleted per Specific Plan Amendment No. 14-001, approved by City Council _____.)

twenty feet (20') measured from right-of-way. Rear Setback: Fifteen Feet (15').

- Side setback: five feet (5')
- 0-foot side yards may be employed where:
 - Side yard windows which are on the 0-foot lot line are either glass block, glass panels which prohibit direct viewing into adjacent yards, or where clear windows are located at least six feet (6') above the floor line.
 - Where design considerations are provided which promote privacy for all homeowners such as private courtyards, patio areas, building orientation, or other treatments as approved by the Planning Commission.
- Side abutting street: ten feet (10') minimum from property line
- Private Open Space: one half acre (0.5 ac) of private park area shall be provided for every one hundred (100) units.
- Porches: Porches may extend into the required front and side yard setbacks up to ten feet (10'), subject to a limitation of fifty percent (50%) of the required setback.
- Eaves may extend into the required front and side yard setbacks up to three feet (3').
- Building Height: Thirty-five feet (35') maximum. Architectural features and chimneys which do not exceed the height limit by more than ten feet (10') will be permitted.
- Private Streets: street and driveway standards (not including alleys). Private streets and driveway shall be established in accordance with the following standards.
 - Driveways serving four (4) or less dwelling units, shall have no parking within the travel way and shall have a minimum paved width of twelve feet (12') for one-way traffic or twenty feet (20') for two-way traffic.
 - Streets or driveways where on-street parking will be limited to one side only shall have a minimum paved width of twenty-eight feet (28').
 - Streets or driveways with on-street parking permitted on both sides shall have a minimum paved width of thirty-two feet (32').

6.5 R-1-5,500 Single Family Residential

Planning Areas 5, 6, 8, 9

6.5.1 Permitted Uses

The following uses are permitted in the five thousand five hundred square feet (5,500 sf) lots:

- Detached single-family dwellings;
- Public and private neighborhood or community non-commercial recreation centers and facilities including, but not limited to swimming pools, tennis courts, lakes, clubhouses, stables and trails;
- Uses and structures customarily incidental or necessary to residential uses including, but not limited to garages, public and private parks, trails, greenbelts and common areas.

Each planning area with lot sizes below seven thousand two hundred square feet (7,200 sf) shall provide a pocket park with a minimum of two (2) of the following amenities:

- Barbeque areas
- Picnic tables
- Pools
- Spas
- Tot Lots
- Other similar recreation uses which are found to be consistent with the purpose and intent of this chapter by the Planning Commission.

6.5.2 Development Standards

- Minimum lot size: Five thousand square feet (5,500 sf) with an overall average lot size of six thousand five hundred square feet (6,500 sf).
- Lot Depth: Minimum lot depth shall be ninety feet (90') to be measured at building setback.
- Lot Width: Minimum lot width shall be fifty-five feet (55') to be measured at building setback. Minimum lot frontage along cul-de-sacs and knuckle right-of-way shall be forty feet (40').
- Setbacks shall be measured from the property. Front property lines shall be at the rear of the right of way and or interior side of the sidewalk.
- Front setback: Eighteen feet (18') minimum with an average of twenty feet (20') measured from right-of-way. Rear Setback: Fifteen Feet (15').
- Side setback: five feet (5')
- 0-foot side yards may be employed where:
 - Side yard windows which are on the 0-foot lot line are either glass block, glass panels which prohibit direct viewing into adjacent yards, or where clear windows are located at least six feet (6') above the floor line.
 - Where design considerations are provided which promote privacy for all homeowners such as private courtyards, patio areas, building orientation, or other treatments as approved by the Planning Commission.

- Side abutting street: ten feet (10') minimum from property line
- Private Open Space: one half acre (0.5 ac) of private park area shall be provided for every one hundred (100) units.
- Porches: Porches may extend into the required front and side yard setbacks up to ten feet (10'), subject to a limitation of fifty percent (50%) of the required setback.
- Eaves may extend into the required front and side yard setbacks up to three feet (3').
- Building Height: Thirty-five feet (35') maximum. Architectural features and chimneys which do not exceed the height limit by more than ten feet (10') will be permitted.
- Private Streets: street and driveway standards (not including alleys). Private streets and driveway shall be established in accordance with the following standards.
 - Driveways serving four (4) or less dwelling units, shall have no parking within the travel way and shall have a minimum paved width of twelve feet (12') for one-way traffic or twenty feet (20') for two-way traffic.
 - Streets or driveways where on-street parking will be limited to one side only shall have a minimum paved width of twenty-eight feet (28').
 - Street or driveways with on-street parking permitted on both sides shall have a minimum paved width of thirty-two feet (32').

6.6 R-1-6,000 Single Family Residential

Planning Areas 3, 10-17

6.6.1 Permitted Uses

The following uses are permitted in the six thousand square feet (6,000 sf) Lots:

- Detached single-family dwellings;
- Public and private neighborhood or community non-commercial recreation centers and facilities including, but not limited to swimming pools, tennis courts, lakes, clubhouses, stables and trails;
- Uses and structures customarily incidental or necessary to residential uses including, but not limited to garages, public and private parks, trails, greenbelts and common areas.

Each planning area with lot sizes below seven thousand two hundred square feet (7,200 sf) shall provide a pocket park with a minimum of two (2) of the following amenities:

6.11 Natural Open Space

Planning Areas 30-34

6.11.1 Permitted Uses

The following uses are permitted in the natural open space areas:

- Improved trails and paseos
- Picnic Tables
- Shade structures for overlooking views
- Archaeological and paleontological investigations/excavations or
- Natural resource study sites;
- Security access roads for emergency services
- Resource mitigation sites, for the preservation or replacement of native, riparian or other biological habitat, as approved by the regulatory agency (e.g. Army Corps of Engineers, Department of Fish and Game)

6.11.2 Not Permitted

All development in the natural open space area is restricted and shall consist of only the uses that are permitted. Open space planning areas shall remain in a natural state with limited improvements for public safety.

6.12 Public and Private Parks

Planning Areas 35-38

With the exception of Planning Area 38, all public parks must include a minimum of three of the following amenities.

- Soccer fields
- Baseball fields
- Softball fields
- Play apparatus area (i.e. tot lots, climbing structures)
- Paved multi-purpose courts (i.e. basketball and/or handball)
- Picnic areas and shade structures
- Open or "free play" area

The private park in Planning Area 35 must include a minimum of three of the following amenities:

- Shade structures
- Seating areas
- Community garden
- Dog park
- Multi-purpose sports courts
- Walking trails
- Educational nature center
- Multi-purpose patio (i.e eating, seating, concerts, farmers' markets)

6.12.1 Permitted Uses

The following uses are permitted in the public and private park areas:

- *Public or quasi-public uses including but not limited to the following:*
 - Public and private parks, greenbelts and common areas;
 - Pedestrian, bicycle and equestrian trails;
 - Rest stops; and,
 - Nature study areas;
 - Farmers market (No more than twelve times per year);
 - Special community events consistent with City requirements

6.12.2 Conditionally Permitted Uses

The following uses are permitted in the park areas with a Conditional Use Permit:

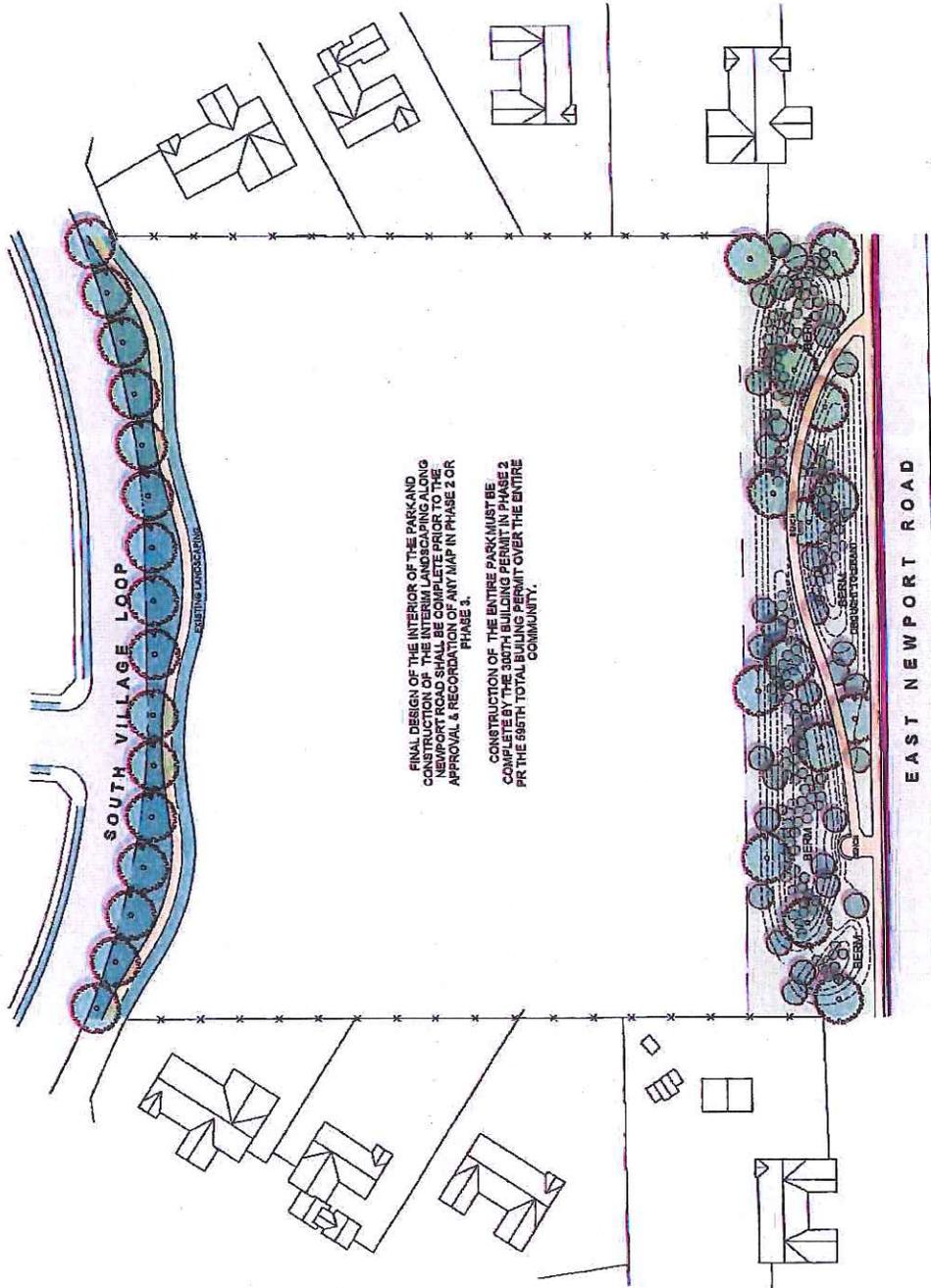
- Museums and nature study centers;
- Other similar active recreation uses which are found to be consistent with the purpose and intent of this chapter by the Planning Commission.

6.12.3 Development Standards

- Building site area: No minimum.
- Building height: Thirty-five feet (35') maximum; forty-five feet (45') for architectural features such as towers, cupolas, and other elements that contribute to the overall character of the community, do not contain usable space above thirty-five feet (35') and have a footprint area no greater than two hundred-fifty square feet (250 sf).
- Building site coverage: Fifty percent (50%) maximum.
- Building setbacks: All buildings and structures shall be set back from all building site lines a distance equal to the height of the building or structure, but not less than twenty feet (20') minimum.
- Off-street parking requirements: Parking shall be developed in accordance with the Hemet Municipal Code as defined by Article XL unless otherwise stipulated within the McSweeney Farms Specific Plan.
- Lighting: All lighting, exterior and interior, shall be designed and located to optimize power consumption and to confine direct rays to the premises.
- Trash and storage area: All storage, including cartons, containers and trash, shall be shielded from view within a building or area enclosed by a block wall not less than six feet (6') in height and must be covered to prohibit animal intrusion.

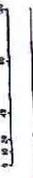
Private Park – Initial Improvements

Figure 6-1



FINAL DESIGN OF THE INTERIOR OF THE PARK AND CONSTRUCTION OF THE INTERIM LANDSCAPING ALONG NEWPORT ROAD SHALL BE COMPLETE PRIOR TO THE APPROVAL & RECORDATION OF ANY MAP IN PHASE 2 OR PHASE 3.

CONSTRUCTION OF THE ENTIRE PARK MUST BE COMPLETE BY THE 30TH BUILDING PERMIT IN PHASE 2 OR THE 65TH TOTAL BUILDING PERMIT OVER THE ENTIRE COMMUNITY.



INTERIM PLAN

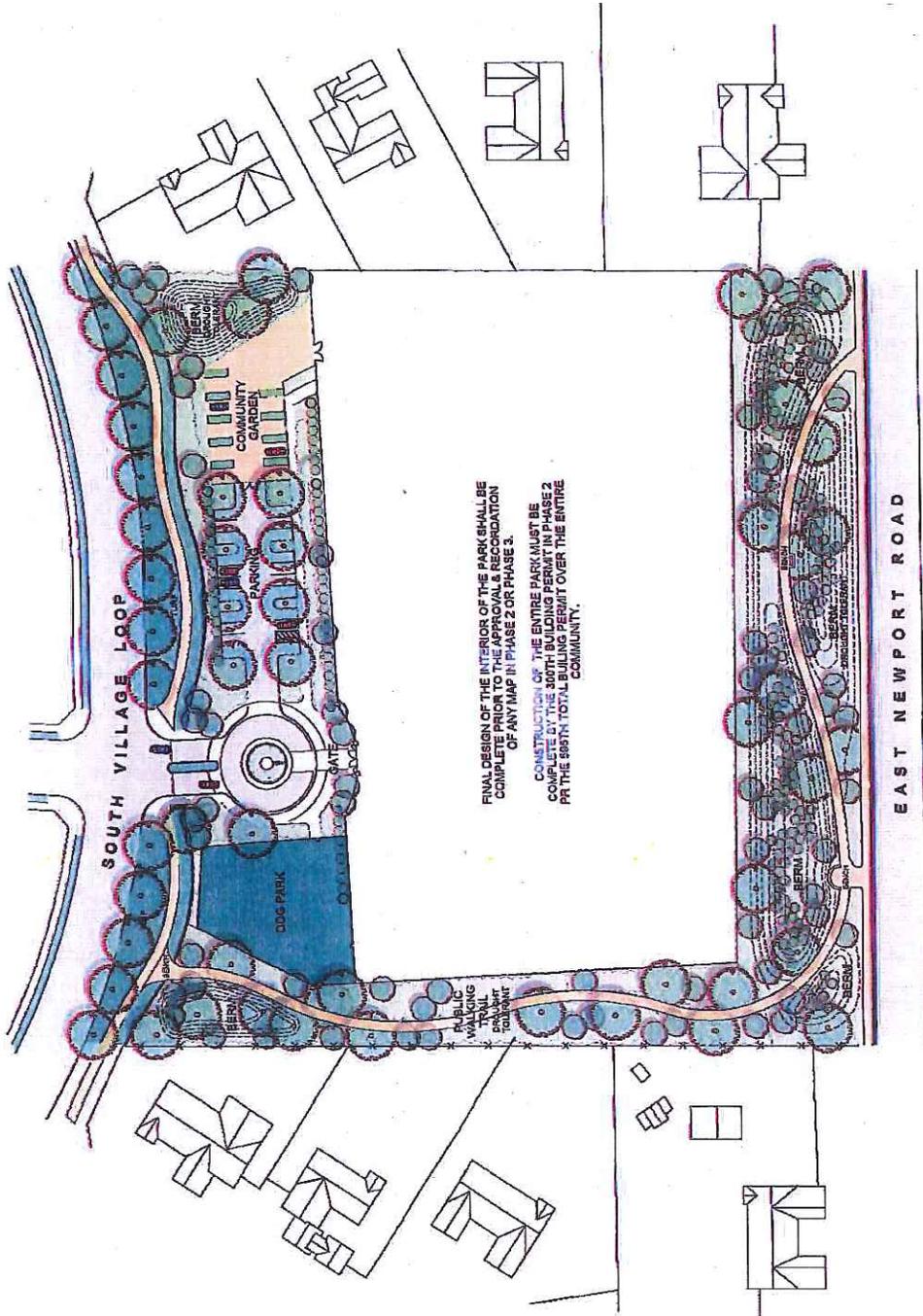
FLEX ARCHITECTURE
 POLLOCK Landscape Architecture
pollocklandscape.com

McSWEENEY FARMS
 PRIVATE COMMUNITY PARK
 CITY OF HEMET, CA

McSWEENEY RECOVERY ACQUISITION, LLC

Private Park – Perimeter Improvements

Figure 6-2



FINAL DESIGN OF THE INTERIOR OF THE PARK SHALL BE COMPLETE BY THE END OF THE APPROVAL & RECORDATION OF ANY MAP IN PHASE 2 OR PHASE 3.
CONSTRUCTION OF THE ENTIRE PARK MUST BE COMPLETE BY THE 300TH BUILDING PERMIT IN PHASE 2 OR THE 995TH TOTAL BUILDING PERMIT OVER THE ENTIRE COMMUNITY.



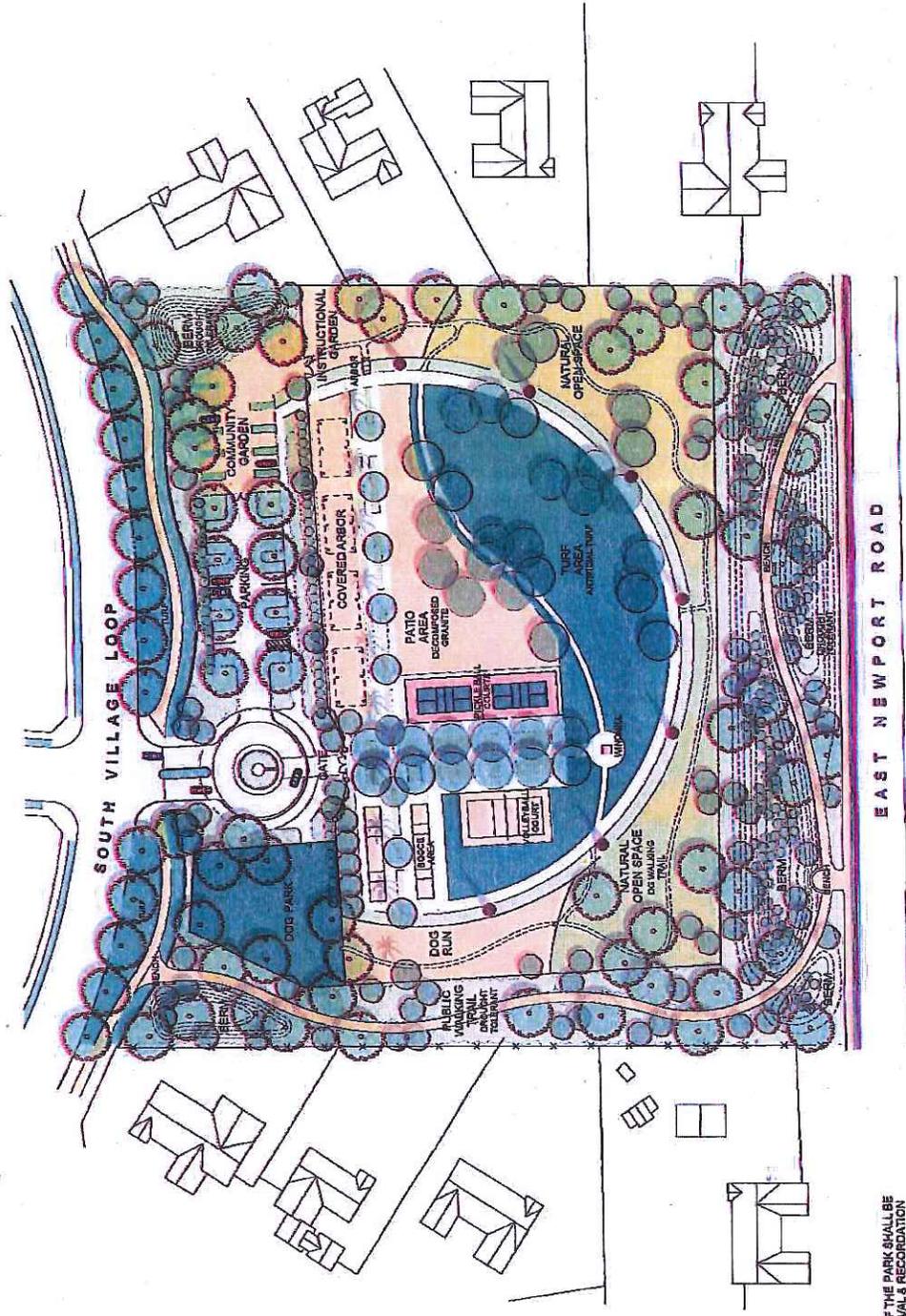
PERIMETER SITE PLAN

FLEX ARCHITECTURE
POLLOCK Landscape Architecture

McSWEENEY FARMS
PRIVATE COMMUNITY PARK
CITY OF HEMET, CA

McSWEENEY RECOVERY ACQUISITION, LLC

Private Park – Overall Conceptual Site Plan Figure 6-3



FINAL DESIGN OF THE INTERIOR OF THE PARK SHALL BE COMPLETE BY THE 30TH DAY PRIOR TO THE APPROVAL & RECORDATION OF ANY MAP IN PHASE 2 OR PHASE 3.
CONSTRUCTION OF THE ENTIRE PARK MUST BE COMPLETE BY THE 30TH DAY PRIOR TO THE APPROVAL & RECORDATION OF ANY MAP IN PHASE 2 OR PHASE 3 FOR THE 96TH TOTAL COMMUNITY.

FLEX ARCHITECTURE
POLLOCK Landscape Architecture

CONCEPTUAL OVERALL SITE PLAN

McSWEENEY FARMS
PRIVATE COMMUNITY PARK
CITY OF HEMET, CA

McSWEENEY RECOVERY ACQUISITION, LLC

6.12.4 Private Park

Planning Area 35 will be a 8-acre gated private park with parking for the exclusive use by McSweeney Farms residents. It is envisioned that this park will serve as a community amenity for the exclusive use of McSweeney Farms residents.

It is anticipated that the park will provide relatively passive uses, with walking trails and seating areas with shade structures. Additionally, the park may provide less traditional uses such as a community garden, dog park, multi-purpose sports courts, an educational nature center. A multi-purpose patio may provide eating and seating areas, with an opportunity to host concerts and farmers' markets events.

The improvement of the park will be phased over time. Initially, landscaping and sidewalk/trail improvements will be made along South Village Loop and East Newport Road, establishing the northern and southern edges of the park. Then the formal entry and parking area for the park will be constructed off of South Village Loop, with the provision of a walking trail along the western boundary of the park, connecting South Village Loop and East Newport Road. Finally, ultimate improvements will be made to the interior areas of the park.

Figures 6-1, 6-2 and 6-3 provide a conceptual illustration of the private park.

6.13 Cactus Valley Channel and Basin

Planning Areas 39 and 40

6.13.1 Permitted Uses

The following uses are permitted in the channel and basin area:

- Infrastructure service facilities or extensions necessary for the development of adjacent urban areas, typically outside the purview of the landowner, including but not limited to the following:
 - Utility transmission lines and switching facilities
 - Water reservoirs (open or enclosed)
 - Water reclamation lakes and ponds;
- Archaeological and paleontological investigations/excavations or natural resource study sites;
- Infrastructure service facilities or extensions necessary for the development of adjacent urban areas, including but not limited to the following:
 - Flood control facilities;
 - Retention/detention basins for water quality enhancement purposes;

- Public or quasi-public uses including but not limited to the following:
 - Pedestrian, bicycle and equestrian trails;
 - Rest stops; and,
 - Nature study areas
- Sports fields: soccer, football, baseball

6.13.2 Conditionally Permitted Uses

Other similar uses which are found to be consistent with the purpose and intent of this chapter by the Planning Commission shall require a Conditional Use Permit.

6.14 Public School

Planning Area 41

6.14.1 Permitted Uses

The following uses are permitted in the public school planning area:

- Elementary School
- Accessory uses as required for schools determined by the Hemet Unified School District

McSweeney Farms Specific Plan 01-2

1. General Plan Amendment
2. Zone Change
3. Specific Plan
4. Annexation

Prior to the issuance of grading permits for any planning area within the Specific Plan, a Site Development Review (SDR) application shall be reviewed and approved by the Planning Commission.

The primary intent of the phasing plan is to ensure that complete and adequate public facilities and services are in place and available to the future residents and visitors of the community.

7.3 Phasing Plan

All Phases of the project in their entirety, shall be made accessible to persons with disabilities per the adopted Building Code and local amendments which are in effect at the time when the construction plans are submitted for the review and comments of the City.

Unless otherwise indicated in the Specific Plan, or in the conditions of approval of a subdivision of a phase of the Specific Plan, the construction, installation, and/ or extension of the infrastructure and public facilities necessary to serve each phase of development shall be operational prior to the issuance of the first Certificate of Occupancy of the Building permit for the phase of development. As it relates specifically to the park in Planning Area 35, the design and construction of the interim phase (landscaping along Newport Road) shall be complete prior to the approval and recordation of any map in Phase 2 or Phase 3. Construction of the park must be complete by the 300th building permit in Phase 2 or the 595th total building permit over the entire community.

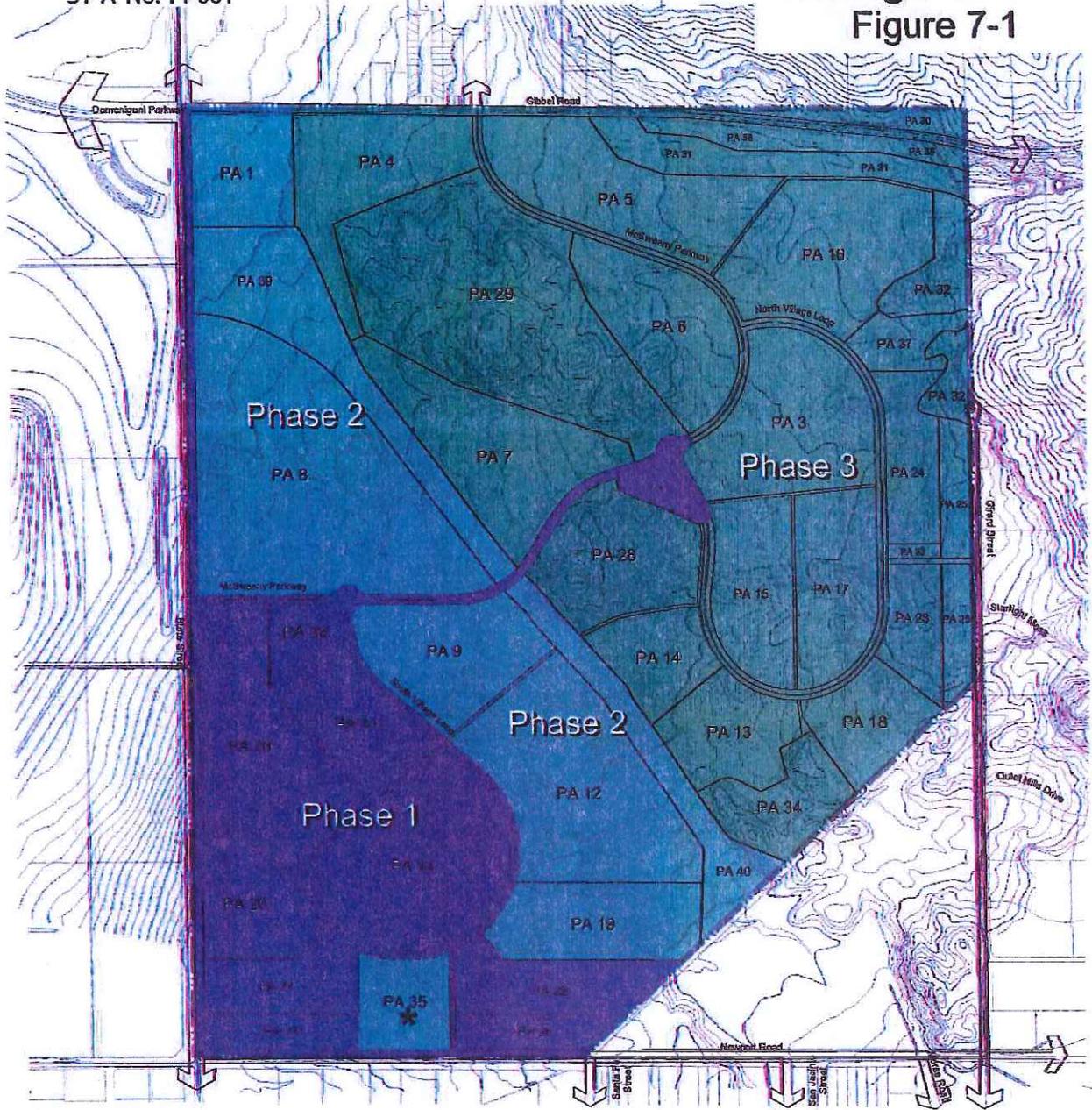
It should be noted that the ultimate pace and phasing of the development is dependent on a number of internal and external factors. An evidence of this is the fact that, due to the deep economic recession that commenced in approximately 2008, the project has developed at a slower pace than anticipated. As the development of surrounding areas including Diamond Valley Lake progress, various adjustments and revisions to the anticipated phasing program may occur. Upon review by the City of Hemet confirming that the proposed revisions meet the intent of this Specific Plan and also adequately serve the needs of the community, said revisions shall be permitted without an amendment to the Specific Plan.

7.4 Financing

The timing of the development in the project vicinity will have a direct impact on the responsibilities associated with the financing and construction of the major community-wide infrastructure system such as water service, sewer service and circulation improvements.

McSweeney Farms Specific Plan
SPA No. 14-001

Phasing Plan
Figure 7-1



* PA 35 may be built in Phase 3 if development is built in that part of the community first.



City of Hemet

Legend	
	Phase 1
	Phase 2
	Phase 3

**Table 7-1
Phasing**

Phase	Planning Areas	Land Use / Facilities	Area	Units
1	2	Community Center (partial)	3.0	
	10, 11, 20, 21, 22, 26, 27	Residential (7200, 8000, 20000, 40000 sf avg lots)	93.3	295
	41	Elementary School	12.0	
	36	Park	5.0	
	State Street Flood Control Improvements (initiated)			
2	1	Commercial Center	12.0	
	8, 9, 12, 19	Residential (6500, 7200, 8000 sf avg lots)	12.6	493
	35	Private Park (The design and construction of the interim phase, landscaping along Newport Road, shall be complete prior to the approval and recordation of any map in Phase 2 or Phase 3. Construction of the park must be complete by the 300th building permit in Phase 2 or the 595th total building permit over the entire community)	8.0	
	39, 40	Cactus Valley Channel & Basin (initiated)	34.4	
3	3, 4, 5, 6, 7, 13, 14, 15, 16, 17, 18, 23, 24, 25, 28, 29	Residential (5800, 6500, 7200, 8000, 20000, 40000 sf avg lots)	276.4	852
	30, 31, 32, 33, 34	Natural Open Space	34.8	
	37, 38	Parks	12.0	
TOTAL		(Total includes master-plan R/W)	673.0	1640

**Table 7-2
Maintenance Responsibility**

	City of Hemet	Property Owners/ MHOA and HOA	Eastern Municipal Water District	Riverside County Flood Control District	Valley-Wide Rec. & Park District
Public Streets	•				
Parkway Landscaping (include State Street Scenic Highway)	•				
Public Parks (3)	•				•
Private Park (PA 35)		•			
Private Streets (including lanes and alleys)		•			
Enhanced Landscaping (including entry treatments, medians, and islands)		•			
Natural Open Space, Paseos, and Multi-purpose Trails		•			
Newport Road Trails	•				
Private Parks (Small Lot Planning Areas)		•			
Community Center		•			
Interior Hills (Conservation Easement)		•			
Water & Sewer			•		
Master-planned Flood Control Facilities (including Cactus Valley Channel and detention basins)				•	

Exhibit No. B

Draft Conditions of Approval

**Planning Commission
Public Meeting of
March 4, 2014**



CITY OF HEMET

**DRAFT
CONDITIONS OF APPROVAL**

PLANNING COMMISSION DATE: March 4, 2014
CITY COUNCIL DATE: March 25, 2014

PROJECT NO.: SPA No. 14-001 (McSweeny Farms)
OWNER: McSweeny Recovery Acquisitions
APPLICANT: Patrick Parker – Raintree Investments
LOCATION: East of State Street, north of Newport Road and south of Gibbel Street
DESCRIPTION: Specific Plan Amendment of the McSweeny Farms Specific Plan (SP 01-02).

Note: Any conditions revised at a hearing will be noted by ~~strikeout~~ (for deletions) and/or underline (for additions), and any newly added conditions will be added at the end of all conditions regardless of the Department originating the condition.

General Conditions:

1. Within 30 calendar days of the adoption of the Specific Plan Ordinance, the applicant shall provide fifteen (15) copies of the final adopted Specific Plan document to the Planning Department.
2. Applicant shall provide ten (10) copies of the final Specific Plan text in Microsoft Word and Adobe PDF word processing format on compact disc (CD).

Text Revisions:

(The following required revisions to the Specific Plan document shall be performed prior to second reading of the ordinance.)

3. Applicant shall modify the Specific Plan title page to include the Council Ordinance number and date of adoption.
4. Applicant shall include the City Council Ordinance adopting the Specific Plan amendment as an appendix.
5. The Applicant shall include the park illustrations/renderings for Planning Area No. 35 in the Specific Plan.

City of Hemet - Conditions of Approval
Specific Plan Amendment No. 14-001 – McSweeny Farms

6. The design of Planning Area 35 of the McSweeney Farms Specific Plan shall be submitted to the Planning Division for review and approval prior to the recordation of any subdivision maps in Phase II or III of the McSweeney Farms Specific Plan. The Newport Road landscaping and improvements shall be constructed prior to the issuance of any building permits in Phase II or III. Park construction shall be completed by the 300th building permit in Phase II or the 595th building permit over the entire community.

END

Attachment No. 3

Strike out text of revised
pages related to Planning
Area No. 35

Planning Commission
Public Meeting of
March 4, 2014

6.1	Commercial Center	6-1
6.2	Community Center	6-5
6.3	Equestrian Center	6-9
6.4	R-1-5,000 Single Family Residential	6-11
6.5	R-1-6,000 Single Family Residential	6-13
6.6	R-1-7,200 Single Family Residential	6-14
6.7	R-R-20,000 Rural Residential	6-16
6.8	R-R-40,000 Rural Residential	6-17
6.9	R-HC-40,000 Residential Hillside Conservation	6-18
6.10	Natural Open Space	6-18
6.11	Public Parks	6-19
6.12	Cactus Valley Channel and Basin	6-20
6.13	Public Schools	6-21

7. IMPLEMENTATION MEASURES

7.1	State Requirements	7-1
7.2	Local Requirements	7-1
7.3	Phasing Plan	7-3
7.4	Financing Mechanisms	7-3
7.5	Maintenance Plan	7-5

8. GLOSSARY 8-1

9. INDEX 9-1

1.1 Executive Summary

1 INTRODUCTION

McSweeny Farms is located ~~within the unincorporated limits of the County of Riverside and within the southeastern quadrant of the City of Hemet Sphere of Influence.~~ The project is located at the southeast corner of the intersection of Domenigoni Parkway and State Street. The City of Hemet General Plan designates this area as a Special Use SP (Specific Plan).

The project site has unique attributes that will enable the project to create an extraordinary sense of place. Among these attributes is the property's "gateway" location adjacent to the Diamond Valley Lake and associated recreational and educational facilities. Development of the forty-five hundred acre (4,500 ac) reservoir and eight thousand acres (8,000 ac) of associated visitor-serving and habitat conservation areas represent a significant economic, recreational, environmental and cultural opportunity for the region and the City of Hemet. This recreation facility and its associated habitat conservation areas will serve both regional and local visitors.

The McSweeny Farms Specific Plan guides development of a planned community which responds to environmental, infrastructure, and economic realities. The design and layout of the land use plan, infrastructure, development standards, and design guidelines emphasize the integration of complementary land uses within a cohesive, identifiable, and walkable community.

The six hundred seventy-three acre (673 ac) development proposed for McSweeny Farms accommodates up to one thousand six hundred forty homesites (1,640 DU) within approximately five hundred twenty acres (~520 ac) designated for residential development at densities ranging from one to five homes per acre (1-5 DU/Ac). Residential areas include single family detached homes on lots ranging from 5,000 square feet to 4-acre hillside estates. In addition to the residential development, the project includes a community center, a marketplace, ~~an equestrian center,~~ an elementary school site, and numerous public and private parks. About one hundred (100) additional acres of open space, trails, parks, and paseos make up the multi-purpose open space network, which provides circulation alternatives (biking / walking) for residents to reach both internal and external destinations and trails.

The Specific Plan was prepared pursuant to the authority granted to the

Table 3-1
Land Use Summary

Land Use	Area	Density	Units
Commercial	12.0		
Community Center	3.0		
R-1-5000 Single Family Residential	42.9	4.70	202
R-1-5500 Single Family Residential	118.1	4.20	496
R-1-6000 Single Family Residential	191.3	3.70	708
R-1-7200 Single Family Residential	37.9	3.20	119
R-R-20000 Rural Residential	39.2	2.00	78
R-R-40000 Rural Residential	19.7	1.00	20
R-HC-40000 Hillside Conservation	70.3	0.25	17
Natural Open Space	34.8		
Public Parks	25.0		
Cactus Valley Channel and Basin	34.4		
Elementary School	12.0		
Circulation / ROW	32.4		
TOTAL	673.0		1640

McSweeney Farms

Specific Plan 01-2

Table 3-2
Land Use Table

PA	Land Use	Area	Density	Units
1	Commercial	12.0		
2	Community Center	3.0		
3	6000 min (7200 avg)	24.0	3.70	89
4	5000 min (5800 avg)	18.7	4.70	88
5	5500 min (6500 avg)	24.1	4.20	101
6	5500 min (6500 avg)	18.6	4.20	78
7	5000 min (5800 avg)	24.2	4.70	114
8	5500 min (6500 avg)	57.2	4.20	240
9	5500 min (6500 avg)	18.2	4.20	76
10	6000 min (7200 avg)	26.3	3.70	97
11	6000 min (7200 avg)	29.0	3.70	107
12	6000 min (7200 avg)	34.2	3.70	127
13	6000 min (7200 avg)	12.1	3.70	45
14	6000 min (7200 avg)	9.5	3.70	35
15	6000 min (7200 avg)	14.7	3.70	54
16	6000 min (7200 avg)	25.7	3.70	95
17	6000 min (7200 avg)	15.8	3.70	58
18	7200 min (8000 avg)	10.2	3.20	33
19	7200 min (8000 avg)	16.0	3.20	50
20	7200 min (8000 avg)	11.7	3.20	37
21	20000	9.7	2.00	19
22	20000	12.3	2.00	25
23	20000	7.4	2.00	15
24	20000	9.8	2.00	20
25	40000	9.9	1.00	10
26	40000	5.0	1.00	5
27	40000	4.8	1.00	5
28	Hillside 40000	18.2	0.25	4
29	Hillside 40000	52.1	0.25	13
30	Open Space	4.2		
31	Open Space	11.6		
32	Open Space	8.2		
33	Open Space	0.8		
34	Open Space	10.0		
35	Equestrian Center	8.0		
36	Park	5.0		
37	Park	5.0		
38	Park	7.0		
39	Channel	21.0		
40	Channel	13.4		
41	Elementary School	12.0		
	R/W	32.4		
TOTAL		673.0	2.38	1640

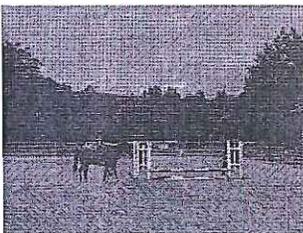
Located at the planned commercial node of Domenigoni Parkway and State Street, the twelve acre (12 ac) marketplace will serve visitors and locals in a highly visible, themed collection of retail, service, and dining uses. In addition to arterial street access, vehicular and pedestrian access will be provided from within the community. In addition to the major commercial area a smaller more centrally located commercial area will provide a community center, consisting of a sales / preview center / community room, swim facilities, and fitness center.

3.2.2 Community Center

The Community Center is the physical and social "heart" of the community located in the geographic center of the master-planned community at the intersection of the McSweeney Parkway and North Village Loop. The Community Center serves as the administrative center for the Master-planned Community. Connecting the two community open space hills and linked by walkways and paseos, the Community Center is within a ten (10) minute walk from every residence. The Community Center includes the following facilities/amenities:

- Office and Sales/Preview Center
- Reception/Banquet Room
- Community Rooms
- Fitness Center
- Swimming Pool and Spa
- Landscaped Commons (i.e. putting green, picnic areas, informal gatherings, etc.)
- Community Services (i.e. postal service, voting/polling, service/maintenance requests, etc.)

The McSweeney Farms master-planned community will have programmed activities corresponding to seasonal holidays and other events sponsored by the Homeowners Association. ~~These will be promoted via the community intranet which may be 'located' at the Community Center.~~ In addition, the Community Center may also have a "digital kitchen" where residents may have access to personal computers and online services.



~~3.2.3 Equestrian Center~~

~~The McSweeney Farms Equestrian Center is a full-service facility for lessons, events, and boarding. The eight acre (8 ac) Equestrian Center may include, but not be limited to the following facilities/amenities:~~

- ~~Office and Riding Academy Center~~
- ~~Barn / "mare motel"~~
- ~~Show Arena~~
- ~~Turnout Pasture~~
- ~~Hotwalker~~

- ~~Wash racks~~
- ~~Bull pen~~
- ~~Access to community multi-purpose trail system~~

3.3 Residential Areas

The diversity of residences within McSweeney Farms is intended to allow residents the opportunity to establish roots, move up or down in the housing market within the McSweeney Farms community as their circumstances and preferences change throughout their life.

There are seven (7) general ranges of home sites within the McSweeney Farms Specific Plan:

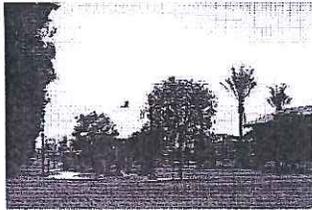
- five thousand minimum square foot lots (5000sf min)
- five thousand five hundred square foot lots (5500sf min)
- six thousand minimum square foot lots (6000sf min)
- seven thousand two hundred minimum square foot lots (7200sf min)
- one half acre equestrian estates (1/2 ac)
- one acre equestrian estates (1 ac)
- multi-acre hillside estates (+1 ac)

Each planning area with lots less than seven thousand two hundred square feet (7,200 sf) will incorporate one half acre (1/2 ac) of amenitized park for every one hundred (100) units within the planning area, providing open space for those in the area. The project will provide one thousand six hundred forty (1640) single family homesites for an average density of two point four units per acre (2.4 DU/Ac). [In comparison, this is slightly more dense than a development of half acre lots: 2.0 DU/Ac].

3.4 Density Transfer

In order to allow for density flexibility and residential diversity, the transfer of dwelling units from one residential category to another within the Specific Plan may be approved as part of this Specific Plan approval process or the Tentative Map approval process. An increase in the number of dwellings must always be accompanied by a corresponding decrease in dwellings within a Planning Area in another area. The use of this transfer method shall not result in an increase in dwelling units of more than fifty percent (50%) within the planning area receiving the transferred units. Should such a transfer be approved, applicable statistics and figures shall be revised in an administrative manner by the Planning Director.

McSweeney Farms Specific Plan 01-2

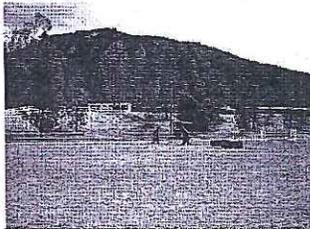


features that enhance the quality of life for residents and visitors:

- Integrated Design—architecture, landscaping, streetscapes, entry statements, and site design
- Community Center—the Community Center will serve as a focal point for the project and provide recreation, social activities and administrative services
- Convenience Retail—shopping/dining opportunities within the community
- Hemet School District Elementary School site #8—the community elementary school that children will be able to easily walk or bicycle to via the paseos and expanded sidewalks
- Natural Open Space—the community open space network includes two hilltops to be partially preserved in a natural condition as part of a conservation easement.
- ~~Public Parks—four (4) public parks provide sports fields and other recreation opportunities (including the equestrian center)~~
- Neighborhood Pocket Parks—each Planning Area with less than 7,200 square foot lots shall have an individual park to serve the local residents, (i.e. tot lots, pools, spas, and other improvements)
- Paseos—the community is linked through a system of paseos or multi-purpose trails
- ~~Equestrian Center—an eight acre (8 ac) equestrian center will provide arenas and showgrounds for events, horse boarding, and facilities for a riding academy.~~
- ~~Intranet—all residents and businesses shall be pre-wired for a community online network or intranet [see Section 4-6].~~
- Operation and Maintenance—a Master Home Owners Association and individual Neighborhood Home Owners Associations will be responsible for the operation and maintenance of various amenities to ensure a quality environment. CC&Rs will also be in place as an additional tool with the Design Guidelines to maintain high standards of development

McSweeney Farms will be a highly-amenitized, quality-oriented Master-Planned Community serving as a complementary development to the Diamond Valley recreation opportunities and significant element of the City's southern gateway.

McSweeney Farms Specific Plan 01-2



Elementary School

- Twelve acres (12 ac).
- Streets on two (2) sides with over twelve hundred linear feet (1,200 lf) of frontage.
- Across the street from a five acre (5 ac) park.
- Adjacent to a community paseo.
- Located away any attractive nuisances or open spaces areas.

~~Equestrian Center~~

~~The Equestrian Center will provide a full service facility for lessons, events and boarding for McSweeney Farms residents and the surrounding community. The eight-acre (8 ac) McSweeney Farms equestrian center is sited on Newport Road to allow access to the center by area residents as well as visitors.~~

- ~~Eight acres (8 ac) minimum.~~
- ~~Street frontage on Newport Road.~~
- ~~Located on Newport Road.~~
- ~~Direct access to the community paseo trail system.~~

Parking Areas

- Locate parking areas to the rear or the side of buildings whenever possible.
- Parking should be screened from public view.
- Drive aisles should be perpendicular to the main building wherever possible.
- Parking aisles should be designed to allow pedestrians to walk parallel to moving vehicles.
- Shared parking should be accommodated between adjacent parcels wherever appropriate.
- Large surface parking lots should be visually and functionally segmented into several smaller lots through the use of connecting walkways, landscape areas, or internal streets with regularly planted trees on both sides.
- Parking areas should be clearly delineated on the parking surface with painted white or contrasting lines on stone, brick, textured or smooth concrete.
- Parking aisles should be separated from vehicle routes of movement.
- The use of permeable paving, such as turf block or paver set in sand to reduce surface run-off is encouraged. Wherever possible, drainage should be directed to planting areas to maximize percolation.

peak parking characteristics, will allow joint use of the same parking facilities.

- The shared parking analysis report indicates the presence of public transit facilities and/or pedestrian circulation opportunities that justify the requested reduction of parking spaces; and,
- The granting of a reduction in the number of parking spaces will still provide a sufficient number of off-street spaces for the use or uses in question.

6.2.6 Loading and Outdoor Storage

Loading and outdoor storage areas serving establishments shall be designed and oriented in accordance with the following standards:

- Loading areas shall be located behind the building being serviced.
- Loading areas shall be designed to provide for backing and maneuvering of trucks on-site;
- Screening of refuse containers, service areas, and loading areas may be achieved with decorative walls, lush landscaping, or other up-scale materials in order to not only achieve a complete screening of views from public areas such as streets, parking lots, and sidewalks, but to maintain the architectural integrity of the project;
- Loading area screening shall be no less than eight feet (8') in height and shall incorporate the architecture into the design;
- Refuse container screening shall be not less than six feet (6') in height;
- Block walls shall be used for screening purposes where necessary to provide noise attenuation between loud commercial/industrial activities and adjacent residences; and,
- Outdoor storage areas shall not be allowed.

~~6.3 Equestrian Center~~

~~Planning Area 35~~

~~6.3.1 Permitted Uses~~

~~The following uses are permitted in the equestrian center:~~

- ~~Equestrian facilities including, but not limited to:~~
 - ~~Arenas (covered and open)~~
 - ~~Barns~~
 - ~~Hotwalkers~~

McSweeney Farms Specific Plan 01-2

- ~~Offices~~
- ~~Pastures~~
- ~~Pens~~
- ~~Stables~~
- ~~Stalls and "mare motels"~~
- ~~Turnouts~~
- ~~Gardens and orchards~~
- ~~Library~~
- ~~Museum~~
- ~~Nature study areas~~
- ~~Parking lots~~
- ~~Pedestrian, bicycle and equestrian trails~~
- ~~Public parks, greenbelts and common areas~~
- ~~Rest rooms/stops~~
- ~~Riding academies~~
- ~~Rodeos and equestrian events~~
- ~~Schools, public or private~~
- ~~Staging areas~~
- ~~When the Planning Director determines, in accordance with Section 90-3(c) of the Hemet Municipal Code, that a use is similar in nature to a permitted use, it shall be deemed to be a permitted use.~~

~~6.3.2 Conditionally Permitted Uses~~

~~The following uses are permitted in the Equestrian Center areas with a Conditional Use Permit:~~

- ~~Museums and nature study centers~~
- ~~Commercial recreation facilities~~
- ~~Other similar uses which are found to be consistent with the purpose and intent of this chapter by the Planning Commission~~

~~6.3.3 Development Standards~~

- ~~Building site area: No minimum.~~
- ~~Building height: Thirty-five feet (35') maximum; forty-five feet (45') for architectural features such as towers, cupolas, and other elements that contribute to the overall character of the community, do not contain usable space above thirty-five feet (35') and have a footprint area no greater than two hundred fifty square feet (250 sf).~~
- ~~Building site coverage: Fifty percent (50%) maximum.~~

- ~~Lighting: An exterior lighting plan shall be submitted to the Planning Department for review and approval. All on-site lighting shall provide an intensity of one foot-candle at ground level throughout the areas serving the public and used for parking, with a ratio of average light to minimum light of four to one (4:1). The light sources shall be shielded to minimize off-site glare, shall not direct light skyward and shall be directed away from adjacent properties and public rights-of-ways. If lights are proposed to be mounted on buildings, down lights shall be utilized. Light poles shall not exceed twenty feet (20') in height, including the height of any concrete or other base material.~~
- ~~Dust control: All areas used for horse keeping and riding shall be sprinklered on a regular basis to minimize dust. The landscape plan shall consider plant materials that help filter dust.~~
- ~~Odor control: Manure shall not be stock piled on the property. The landscape plan shall consider plant materials that mask odors.~~
- ~~Pest control: A pest control plan shall be submitted to the Planning Department and coordinated with the Riverside County Department of Environmental health for review and approval. The plan shall address pest control for flies, stinging insects, rodents and other vectors.~~
- ~~Noise control: All grading and construction operations will be restricted to 7:00am to 7:00pm weekdays, and 8:00am to 5:00pm Saturdays. No construction noise is permitted on Sundays or federal holidays.~~

~~Wherever a business is conducted, a city business license is required pursuant to Chapter 18 of the Hemet Municipal Code.~~

6.4 R-1-5,000 Single Family Residential

Planning Areas 4 & 7

6.4.1 Permitted Uses

The following uses are permitted in the five thousand square feet (5,000 sf) lots:

- Detached single-family dwellings;
- Public and private neighborhood or community non-commercial recreation centers and facilities including, but not limited to swimming pools, tennis courts, lakes, clubhouses, stables and trails;
- Uses and structures customarily incidental or necessary to residential uses including, but not limited to garages, public and private parks, trails, greenbelts and common areas.

- Security access roads for emergency services
- Resource mitigation sites, for the preservation or replacement of native, riparian or other biological habitat, as approved by the regulatory agency (e.g. Army Corps of Engineers, Department of Fish and Game)

6.11.2 Not Permitted

All development in the natural open space area is restricted and shall consist of only the uses that are permitted. Open space planning areas shall remain in a natural state with limited improvements for public safety.

6.12 ~~Public~~ Parks

Planning Areas ~~36-38~~

With the exception of Planning Area 38, all public park areas must include a minimum of three of the following amenities.

- Soccer fields
- ~~Riding arenas~~
- Baseball fields
- Softball fields
- Play apparatus area (i.e. tot lots, climbing structures)
- Paved multi-purpose courts (i.e. basketball and/or handball)
- Picnic areas and shade structures
- Open or "free play" area

6.12.1 Permitted Uses

The following uses are permitted in the public park ~~areas~~:

- *Public or quasi-public uses including but not limited to the following:*
 - Public and private parks, greenbelts and common areas;
 - Pedestrian, bicycle and equestrian trails;
 - Rest stops; and,
 - Nature study areas

6.12.2 Conditionally Permitted Uses

The following uses are permitted in the park areas with a Conditional Use Permit:

- Museums and nature study centers;
- Riding arenas and related equestrian facilities
- Other similar active recreation uses which are found to be consistent with the purpose and intent of this chapter by the Planning Commission.

Table 7-2
Maintenance Responsibility

	City of Hemet	Property Owners/ MHOA and HOA	Eastern Municipal Water District	Riverside County Flood Control District	Valley-Wide Rec. & Park District
Public Streets	•				
Parkway Landscaping (include State Street Scenic Highway)	•				
Public Parks (4 incl. Equestrian Center)					•
Private Streets (including lanes and alleys)		•			
Enhanced Landscaping (including entry treatments, medians, and islands)		•			
Natural Open Space, Paseos, and Multi-purpose Trails		•			
Private Parks (Small Lot Planning Areas)		•			
Community Center		•			
Equestrian Center					•
Interior Hills (Conservation Easement)		•			
Water & Sewer			•		
Master-planned Flood Control Facilities (including Cactus Valley Channel and detention basins)				•	

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McSweeney Farms Specific Plan

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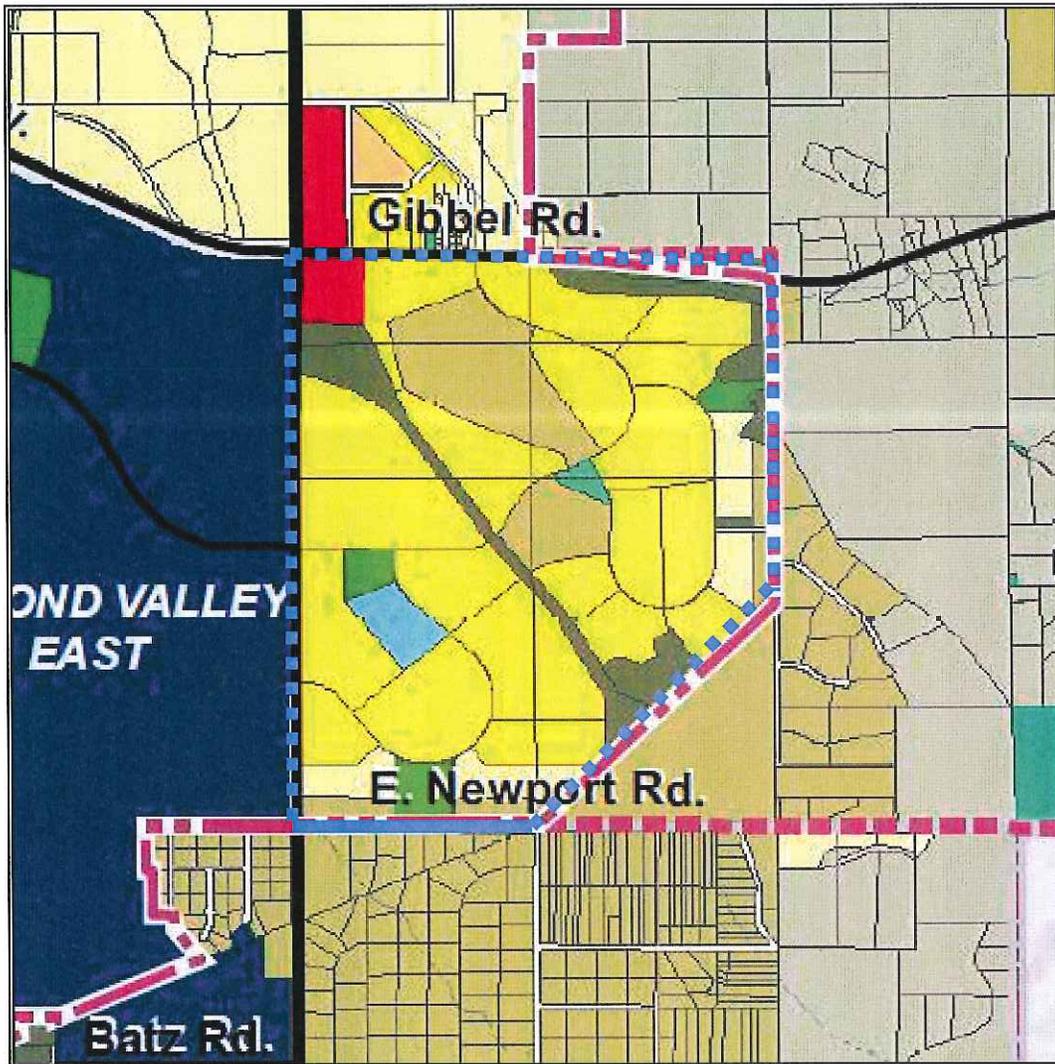
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Attachment No. 4

General Plan Land Use
Designation Map

Planning Commission
Public Meeting of
March 4, 2014

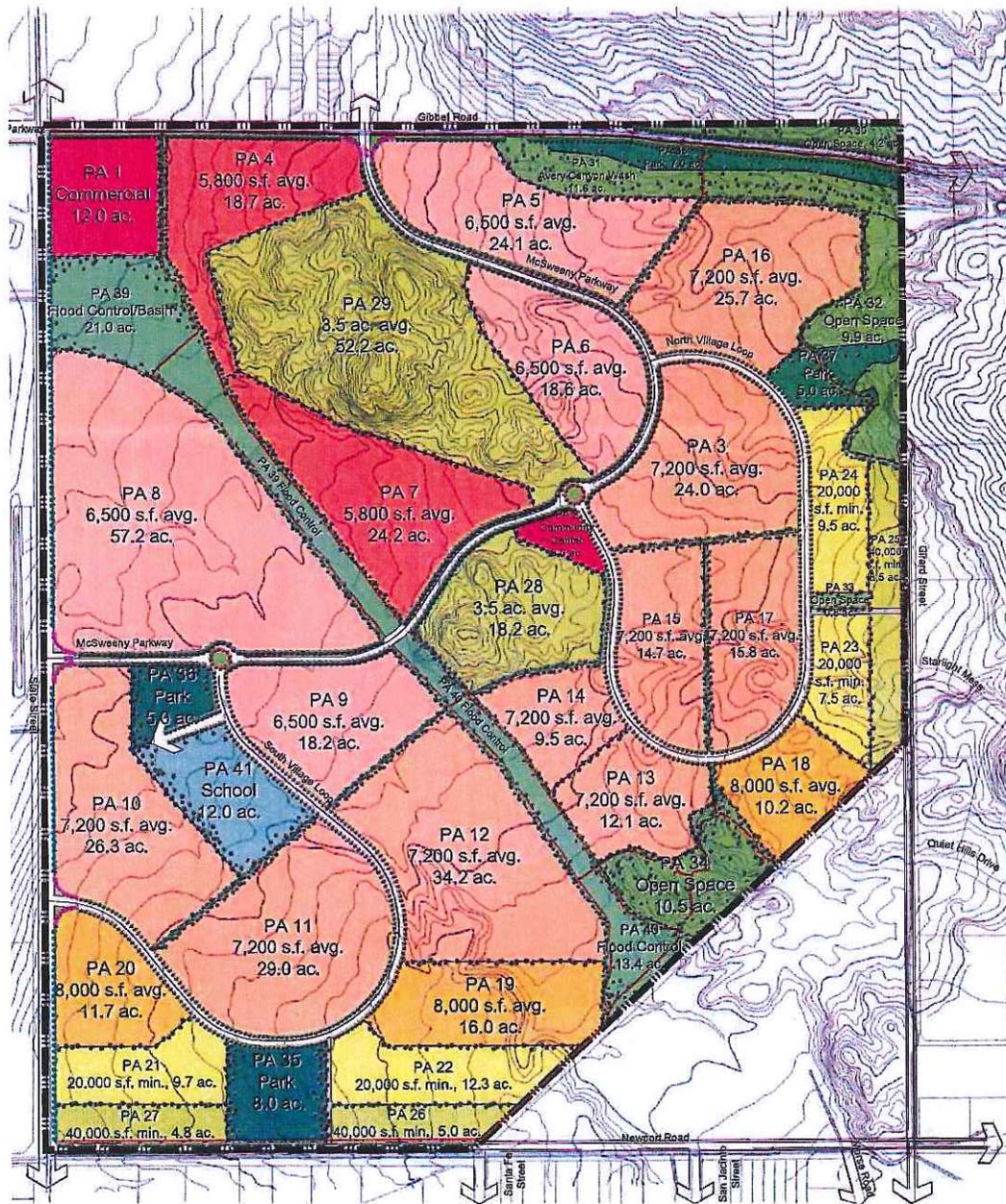
SPECIFIC PLAN AMENDMENT NO. 14-001 LAND USE DESIGNATION MAP



Attachment No. 5

Specific Plan Land Use
Map

Planning Commission
Public Meeting of
March 4, 2014



Attachment No. 6

Aerial Photograph

Planning Commission
Public Meeting of
March 4, 2014

SPECIFIC PLAN AMENDMENT NO. 14-001 AERIAL MAP

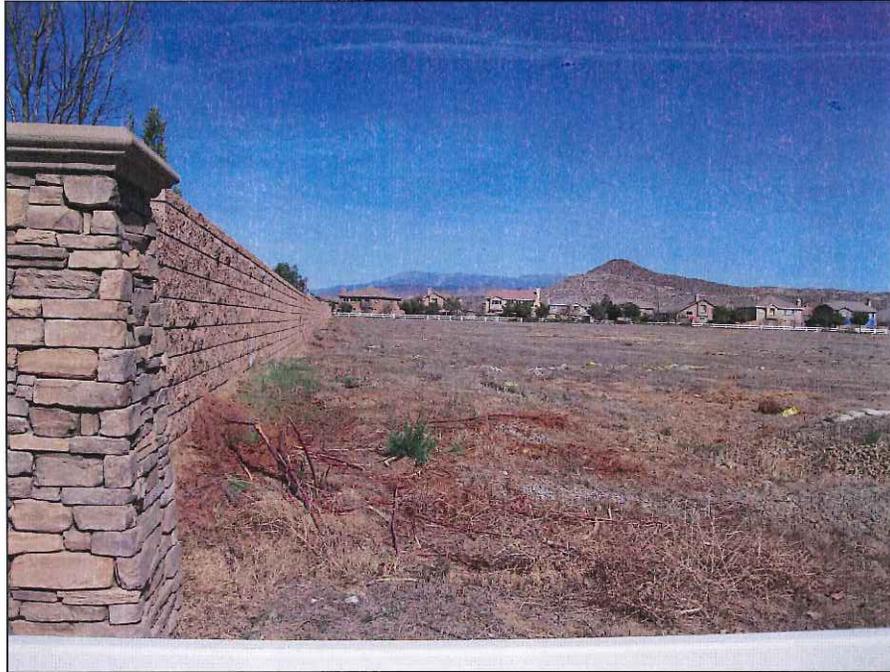


Attachment No. 7

Site Photographs of
Planning Area No. 35

Planning Commission
Public Meeting of
March 4, 2014

Specific Plan Amendment No. 14-001 Site Photographs – PA 35



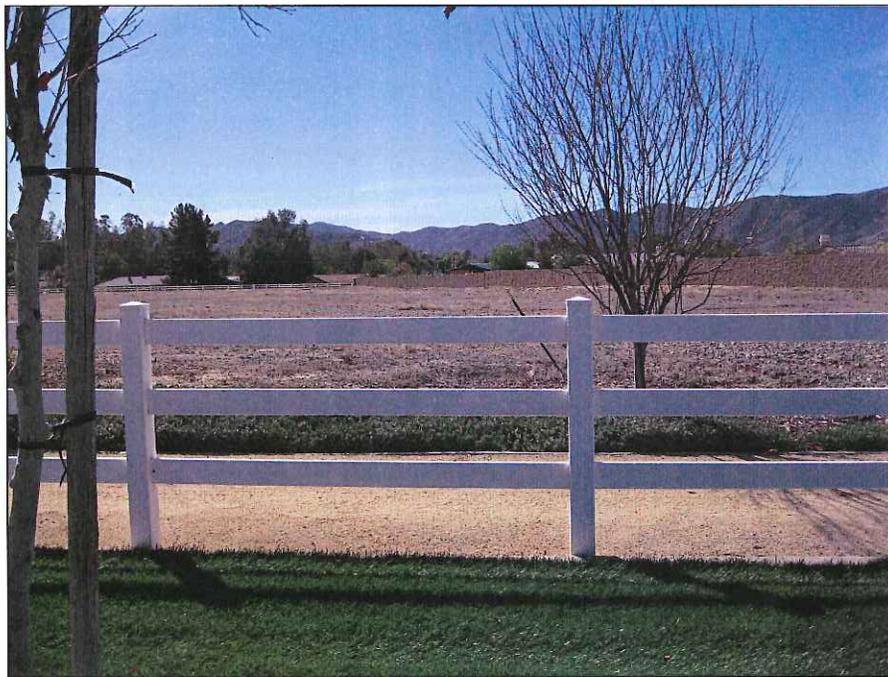
Looking north from Newport Road between PA 27 & 35



Looking east along Newport Road & PA 35



Looking northwest across PA 35



Looking south across the PA 35 from the South Village Loop



Looking south across the PA 35 from South Village Loop



Looking east along South Village Loop

Attachment No. 8

Conceptual Park Plans

Planning Commission
Public Meeting of
March 4, 2014



FINAL DESIGN FOR INTERIOR OF PARK TO BE SUBMITTED
PRIOR TO APPROVAL OF PHASE 2 FINAL MAPS



PERIMETER SITE PLAN

McSWEENEY RECOVERY ACQUISITION, LLC

McSWEENEY FARMS
PRIVATE COMMUNITY PARK
CITY OF HEMET, CA

FLEX ARCHITECTURE
flexarchitecture.com
POLLOCK Landscape Architecture
pollocklandscapepartnerships.com



CONCEPTUAL OVERALL SITE PLAN

McSWEENEY RECOVERY ACQUISITION, LLC

McSWEENEY FARMS
PRIVATE COMMUNITY PARK
CITY OF HEMET, CA

FLEX ARCHITECTURE
POLLOCK Landscape Architecture

Attachment No. 9

Conceptual Park
Renderings

Planning Commission
Public Meeting of
March 4, 2014



VIEW AT ENTRY GATE

McSWEENEY RECOVERY ACQUISITION, LLC

McSWEENEY FARMS
PRIVATE COMMUNITY PARK
CITY OF HEMET, CA

FLEX ARCHITECTURE
POLLOCK Landscape Architecture
pollocklandscape.com



VIEW FROM WINDMILL LOOKING NORTH

McSWEENEY RECOVERY ACQUISITION, LLC

McSWEENEY FARMS
PRIVATE COMMUNITY PARK
CITY OF HEMET, CA

FLEX ARCHITECTURE
flex@flexarch.com
POLLOCK Landscape Architecture
pollocklandscape.com

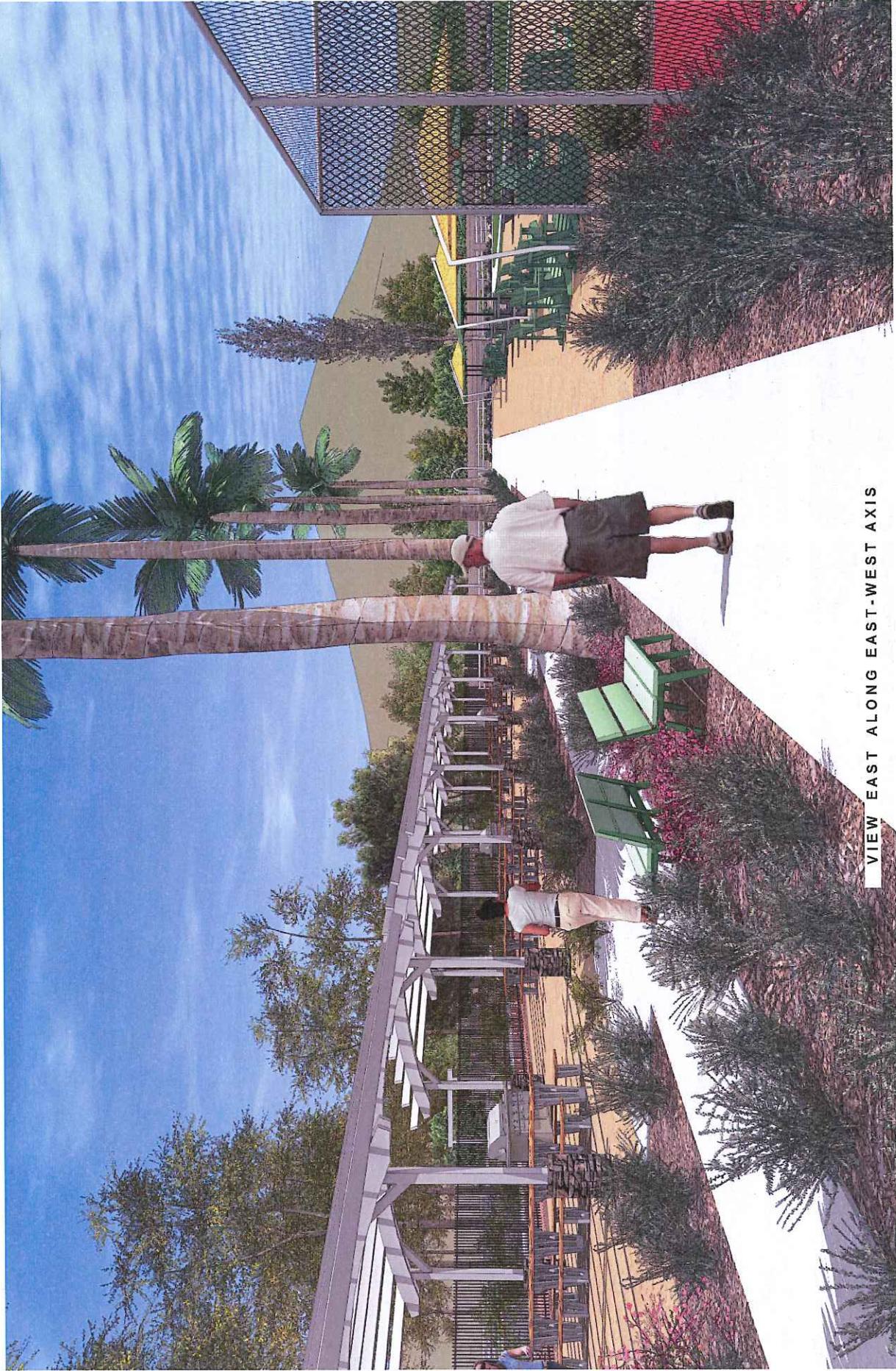


VIEW OF BERMS FROM NEWPORT ROAD

McSWEENEY RECOVERY ACQUISITION, LLC

McSWEENEY FARMS
PRIVATE COMMUNITY PARK
CITY OF HEMET, CA

FLEX ARCHITECTURE
POLLOCK Landscape Architecture



VIEW EAST ALONG EAST-WEST AXIS

McSWEENEY RECOVERY ACQUISITION, LLC

McSWEENEY FARMS
PRIVATE COMMUNITY PARK
CITY OF HEMET, CA

FLEX ARCHITECTURE
www.flexarch.com
POLLOCK Landscape Architecture
www.pollocklandscape.com



McSWEENEY RECOVERY ACQUISITION, LLC

McSWEENEY FARMS
PRIVATE COMMUNITY PARK
CITY OF HEMET, CA

VIEW FROM DOG PARK LOOKING EAST

FLEX ARCHITECTURE
flexarchitecture.com
POLLOCK Landscape Architecture
pollocklandscapearchitecture.com

Attachment No. 10

McSweeney Recovery
Acquisition Letter dated
February 13, 2014

Planning Commission
Public Meeting of
March 4, 2014

MCSWEENEY RECOVERY ACQUISITION LLC
1251 Ave. of the Americas, 50th Floor
New York, NY 10020

February 13, 2014

City of Hemet
Planning Division
Attention: Carole L. Kendrick, Assistant Planner
445 E. Florida Ave.
Hemet, CA 92543

RE: *Application to amend that certain McSweeny Farms Final Specific Plan of Land Use (SP 01-2) (the "Specific Plan") and that certain Development Agreement dated May 13, 2004, by and between the City of Hemet and McSweeny Recovery Acquisition LLC, a Delaware limited liability company, as successor-in-interest to Rancho San Patricio Partners, LLC and McSweeny Land Venture, LLC, each a California limited liability company, as amended by that certain Partial Assignment and Assumption of Development Agreement dated February 17, 2005 (collectively, the "Development Agreement")*

Dear Ms. Kendrick:

The purpose of this letter is to provide context for our two recent applications to amend both the Specific Plan and the Development Agreement for the McSweeny Farms Project in Hemet, California.

Due to the deep economic recession that commenced around 2008, development in McSweeny Farms briefly paused from 2008 to 2012. We purchased Phases 2 and 3 of the McSweeny Farms Project out of bankruptcy in May 2011. While much progress has been made in the past few years, economic recovery remains slow. Accordingly, we seek these amendments to achieve the following goals:

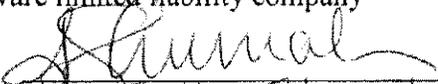
1. To extend the term of the Development Agreement for four (4) years (until December 17, 2021), which will provide the developer extra time to properly build out the development as it was intended;
2. To concurrently extend the term of all approved tentative maps for the Project such that those maps terminate concurrently with the Development Agreement;
3. To change the use of Planning Area 35 in the Specific Plan from an equestrian center to a private park, offering McSweeny Farms residents an amenity for which they have expressed a strong desire and that will eliminate identified concerns regarding the regulation, maintenance, and safety of an equestrian center;
4. To provide timing flexibility in constructing Planning Area 35 to respond to the pace of home construction and subsequent annexation into the HOA;
5. To clean up any conflicting terms between the Specific Plan and the conditions attached to the Project's maps; and

6. To add a design review element to the Specific Plan for neighborhood builders to seek Declarant approval prior to any submittal to the City, enforcing the rules, regulations, and guidelines of the HOA and Specific Plan.

We believe that all of these minor changes will greatly enhance our ability to deliver on the vision of the Specific Plan and respond to the needs of the McSweeny Farms community. Thank you in advance for your consideration of these amendments, and please do not hesitate to contact us with any questions.

Sincerely,

MCSWEENEY RECOVERY ACQUISITION LLC,
a Delaware limited liability company

By: 
Name: Jonathan Shunake
Title: Authorized Signatory

Attachment No. 11

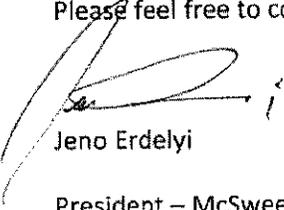
McSweeney Farms Home
Owners Association Letter
dated February XX, 2014

Planning Commission
Public Meeting of
March 4, 2014

To whom it may concern,

My name is Jenó Erdelyi and I am the President of the McSweeny Farms HOA located in Hemet, CA. I would first like to thank you for your consideration of the submission for a new park at our Association. I know that there were previous designs to have an equestrian center and, while that is a great idea, it is something that would have limited use opportunity for the residents of our community. I believe, and the homeowners agree, that the propose park would be something that all of the residents could use and enjoy. I have spoken with many of the homeowners regarding the addition of this amenity and the constituency has overwhelmingly been positive and excited about the prospect of this new feature in our community.

Please feel free to contact me at 909-838-3315 if you have any questions.



Jeno Erdelyi

President – McSweeny Farms HOA

AGENDA #5



Staff Report

TO: City of Hemet Planning Commission

FROM: Deanna Elliano, Community Development Director *DE*
Carole L. Kendrick, Assistant Planner *CLK*

DATE: March 4, 2014

RE: **MINOR AMENDMENT TO FINAL TRACT MAP NOS. 32529 AND 33961 (MAP 14-001)** - A proposed amendment to Final Tract Map Nos. 32529 and 33961 to modify Condition of Approval No. 25 of Final Tract Map No. 32529 and Condition of Approval No. 26 of Final Tract Map No. 33961 regarding the construction milestone for Planning Area No. 35 of McSweeney Farms Specific Plan and other minor changes to insure consistency with the Specific Plan, and consideration of a Notice of Determination that the project is consistent with an Final Environmental Impact Report (FEIR) that was adopted for the underlying project, Specific Plan No. 01-02. The McSweeney Farms Specific Plan is located east of State Street, north of Newport Road and south of Gibbel Road.

PROJECT APPLICANT INFORMATION

Owner: McSweeney Recovery Acquisitions
Applicant: Patrick Parker – Raintree Investments
Project Location: East of State Street, north of Newport Road and south of Gibbel Road
Lot Area: 146± acres

STAFF RECOMMENDATION

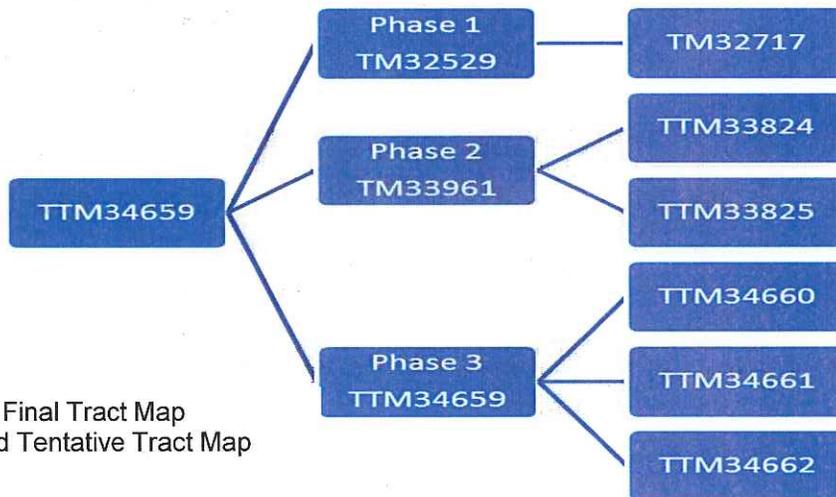
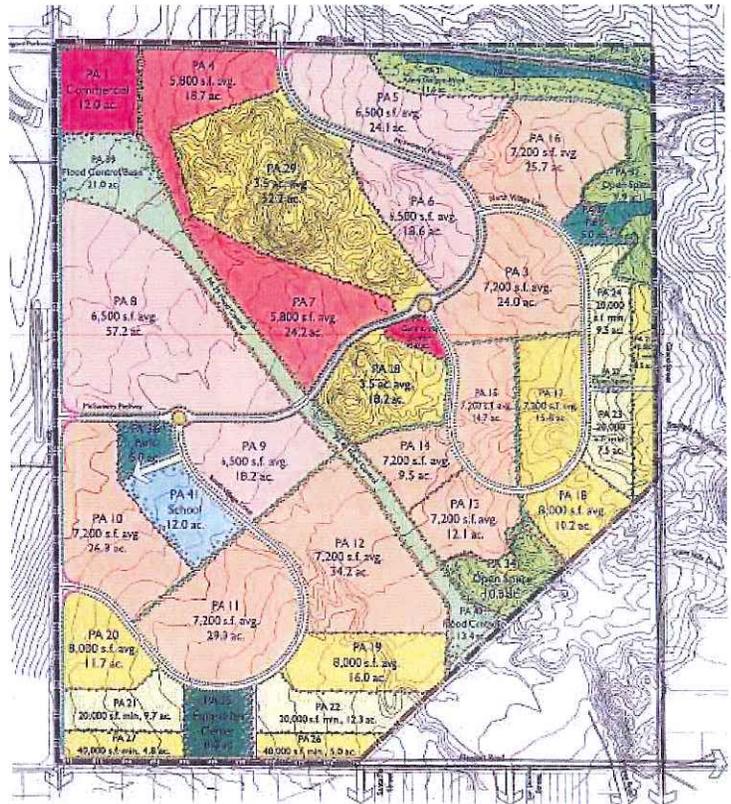
The Planning Department recommends that the Planning Commission:

1. Adopt the revised conditions of approval for Final Map Nos. 32529 and 33961; and
2. Direct Staff to update Tentative Tract Map No. 32529 and 33961 files with the updated conditions of approval.

BACKGROUND

The McSweeny Farms Specific Plan No. 01-02 is composed of 41 different planning areas (PA) consisting of one (1) commercial area, 29 residential areas with lot averages ranging from 5,800 square-feet to 40,000 square-feet, three (3) open space areas, including the Cactus Valley Channel and park sites, an equestrian center and a school site. The project currently has nine (9) tract maps that have either approved tentative maps or final recorded maps.

On April 5, 2005 Tentative Tract Map (TTM) Nos. 32529 and 32717 were approved by the Planning Commission (Resolution Nos. 05-13 and 05-14 respectively) for development within Phase 1 of Specific Plan No. 01-02. Tract Map No. 32529 was recorded on December 16, 2005. Tract Map No. 32717 was phased into six separate areas that appear as a dash to the tract map. Tract Map No. 32717-1 was recorded on September 8, 2006. Tract Map No. 32717-2, -4, -5 and -6 were recorded on April 5, 2006 and Tract Map No. 32717-3 was recorded on September 6, 2006. TTM No. 32529 subdivided 146 acres into eight (8) different PA's for future development, while TTM No. 32717 further subdivided 138.6 acres into 310 single-family residential lots. The phasing map is included as Attachment No. 5 to this staff report.



TM = Recorded Final Tract Map
 TTM = Approved Tentative Tract Map

Additionally, the Planning Commission, on April 4, 2006, approved Tentative Tract Map No. 33961, which subdivided 114.71 acres into five (5) lots to identify the PA's defined in Phase 2. Tract Map No. 33961 was recorded on September 28, 2007. Also on April 4, 2006, the Planning Commission approved TTM No. 33824, which subdivided 58.0 acres into 238 single-family lots (Resolution No. 06-14) and TTM No. 33825 which subdivided 55.9 acres into 259 single-family lots (Resolution No. 06-15) to allow Phase 2 development to occur. The subsequent subdivision maps have not been recorded for Phase 2 or 3 developments.

PROJECT DESCRIPTION

As the McSweeney Farms project continues construction in Phase I, staff has identified an inconsistency regarding the milestone to construct the equestrian center proposed in Planning Area 35, which is also proposed under a companion application (SPA 14-001) to be amended to a park site. The phasing plan as shown in Table 7.1 (Attachment No. 5) of the Specific Plan requires that the equestrian center shall be constructed in Phase I.

Tentative Tract Map No. 32529 (Phase I) Condition No. 25 requires that:

Plan Lot E shall be improved as an equestrian park prior to the issuance of certificate of occupancy of the 250th home of Phase I as shown in the McSweeney Farms Specific. Said plans shall be reviewed and approved by the Valley Wide Parks and Recreation District and shall be constructed in accordance with Valley Wide Parks and Recreation District Standards.

Tentative Tract Map No. 33961 (Phase II) Condition No. 26 requires that:

The equestrian center shall be improved prior to the issuance of the 300th certificate of occupancy in Phase II as shown in the McSweeney Farms Specific Plan. A Site Development Review application shall be reviewed and approved by the Planning Commission prior to issuance of building permits for said site. Said plans shall also be reviewed and approved by the Valley Wide Parks and Recreation District and shall be constructed in accordance with Valley Wide Parks and Recreation District standards.

Due to the inconsistency between the Specific Plan and the conditions of approval for Final Tract Map Nos. 32529 and 33961, the Applicant wishes to correct the inconsistency through a Specific Plan Amendment (SPA 14-001) and Amendment to the Tract Map condition's (MAP No. 14-001) applications.

Staff is recommending that the following condition replace the previous conditions:

The design of Planning Area 35 of the McSweeney Farms Specific Plan shall be submitted to the Planning Division for review and approval prior to the recordation of any builder subdivision maps in Phase II or III of the McSweeney Farms Specific

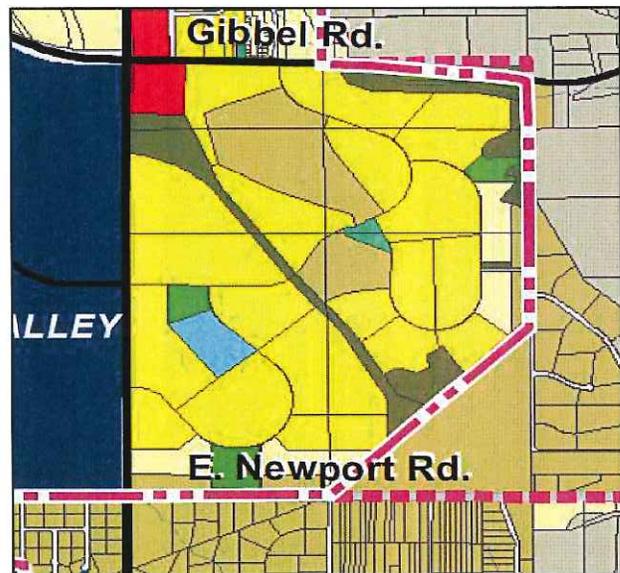
Plan. The Newport Road landscaping and improvements shall be constructed prior to the issuance of any building permits in Phase II or III. Park construction shall be completed by the 300th building permit in Phase II or the 595th building permit over the entire community.

The conditions of approval for Tract Map No. 32529 are included as Attachment No. 1 to this staff report. The revised condition is condition No. 25 and is located on Page 13 of Attachment No. 1. Tentative Tract Map No. 32529 is included as Attachment No. 3. The conditions of approval for Tract Map No. 33961 are included as Attachment No. 2 to this staff report. The revision is located on Pages 5 and 6 of Attachment No. 2 as condition No. 26. Tract Map No. 33961 is included as Attachment No. 4

GENERAL PLAN & SPECIFIC PLAN CONSISTENCY

The project site has General Plan land use designations of Low Density Residential (2.1 to 5.0 d.u./ac.), Low Medium Density Residential (5.1 to 8.0 d.u./ac.), Rural Residential (0.0 to 2.0 d.u./ac.), Hillside Residential (0.0 to 0.5 d.u./ac.), Open Space, Park/Recreation, School, and Community Commercial. The residential density of the project would yield is 2.3 units/acre. The final map are in the McSweeney Farms Specific Plan SP 01-02 (See Attachment No. 6).

The project remains consistent with the City's General Plan and the McSweeney Farms Specific Plan. The project will contribute to the overall drainage solution for the area, and comply with all development and design standards of the Specific Plan. Two points of public access will provide safe access for residents, visitors and emergency vehicles. Additionally, open space reserve areas have been set aside for sensitive plant and wildlife. The architectural plans for any future development will be reviewed by the Planning Commission as a Site Development Review



Land Use Designations

RR Rural Residential (0.0 - 2.0 du/ac)	HR Hillside Residential (0.0 - 0.5 du/ac)	LDR Low Density Residential (2.1 - 5.0 du/ac)	LMDR Low Medium Density Residential (5.1 - 8.0 du/ac)	MDR Medium Density Residential (8.1 - 13.0 du/ac)	HDR High Density Residential (13.1 - 30.0 du/ac)	VHDR Very High Density Residential (30.1 - 45.0 du/ac)
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NC Neighborhood Commercial (FAR 0.35)	CC Community Commercial (FAR 0.40)	RC Regional Commercial (FAR 0.50)	MU Mixed Use (Varies)
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Environmental Management Area

Areas subject to MSHCP criteria

ARPT Airport	OP Office Professional (FAR 2.0)	BP Business Park (FAR 0.80)	I Industrial (FAR 0.45)
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Interim Airport Overlay Zone

QP/C Quasi-Public/Cultural	PF Public Facilities	SCH School	P Park/Recreation	OS Open Space	A Agriculture
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PUBLIC COMMUNICATIONS RECEIVED

On February 20, 2014, the City gave public notice by publishing notice in the Press Enterprise, and mailing said notice to property owners located within the McSweeney Farms Specific Plan (SP 01-02) and property owners located within 300 feet of the McSweeney Farms Specific Plan, of the holding of a public hearing.

At the time of report preparation, the Planning Division has not received any letters of comment from the public. Any comments received prior to the time of the scheduled Planning Commission meeting will be provided to the Commission at the time of the public hearing.

CEQA REVIEW

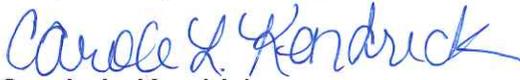
The City Council adopted an Environmental Impact Report (EIR) by Resolution No. 3779 on November 10, 2003 for Specific Plan No. 01-02 and a Notice of Determination was filed in accordance with CEQA requirements on November 12, 2003. There has been no legal challenge brought against the project or the environmental determination. Staff has reviewed the EIR previously approved for the project in light of the Applicant's submittal of MAP No. 14-001. The Planning staff finds that MAP No. 14-001 will not result in an increase in the density or intensity of the project and will not result in project changes that were not previously analyzed under the approved EIR. As such, MAP No. 14-001 and any effects it may have on the environment, fall within the scope of, and were analyzed under the previously approved EIR for the project. Furthermore, based on the Planning Department staff's knowledge of the project and surrounding developments, that there has been no change in circumstances under which the project is being undertaken that would require additional analysis under CEQA. Finally, the Planning staff has not been presented with any information contrary to this conclusion nor any information from which it could be fairly argued that Development Agreement Amendment No. 14-001 involves new significant effects on the environment or substantially increases the severity of a previously identified effect. Based thereon, staff recommends that the Planning Commission makes the following findings in accordance with CEQA Guidelines Section 15162:

- A. MAP No. 14-001 does not propose substantial changes to Specific Plan No. 01-02 that would require major revisions to the existing EIR; and,
- B. No substantial changes have occurred in the circumstances under which Specific Plan No. 01-02 or MAP No. 14-001 are being undertaken that would require major revisions to the EIR; and,
- C. No new information has been presented from which it may be fairly argued that MAP No. 14-001 may involve a new significant environmental effect or a substantial increase in the severity of previously identified significant effects, or demonstrated that a mitigation measure previously found to be infeasible is now feasible.

REPORT SUMMARY

Map No. 14-001 pertains to the modification of Condition of Approval No. 25 of Final Tract Map No. 32529 and the modification of Condition of Approval No. 26 of Final Tract Map No. 33961 regarding the construction milestone for Planning Area 35 of the McSweeney Farms Specific Plan (SP 01-02). It is staff's recommendation that this proposal is in compliance with the General Plan, the McSweeney Farms Specific Plan, Hemet Municipal Code and all other federal, state and local codes, and will allow for consistency with the Specific Plan and all the tentative map conditions..

Respectfully submitted,



Carole L. Kendrick
Assistant Planner



Deanna Elliano
Community Development Director

ATTACHMENTS

- 1) Redlined Conditions of Approval for Final Map No. 32529
- 2) Redlined Conditions of Approval for Final Map No. 33961
- 3) Tentative Tract Map No. 32526
- 4) Tentative Tract Map No. 33961
- 5) Table 7-1 Specific Plan Phasing Map
- 6) Applicant letter dated February 13, 2014

INCORPORATED HEREIN BY REFERENCE

City of Hemet General Plan
City of Hemet General Plan EIR
City of Hemet Zoning Ordinance
City of Hemet Subdivision Ordinance
Project Site's Riverside County Integrated Plan Multi-Species Habitat Conservation Plan Summary Report
Contents of City of Hemet Planning Department Project File(s) McSweeney Farms Specific Plan No. 01-02, Specific Plan Amendment No. 14-001, Development Agreement 04-001, Development Agreement Amendment No. 14-001, and Tentative Tract Map Nos. 32529, 33961, 34659, 32717, 33824, 33825, 34660, 34661 and 34662

Attachment No. 1

**Redlined Conditions of
Approval for Final Map
32529**

**Planning Commission
Meeting of
March 4, 2014**

EXHIBIT A

CITY OF HEMET PLANNING COMMISSION RESIDENTIAL CONDITIONS OF APPROVAL

PLANNING COMMISSION DATE: April 5, 2005

PROJECT NO.: Tentative Tract Map No. 32529
APPLICANT: Thomas Olsen (Rancho San Patricio)
AGENT: Tom Nieves - AEI-CASC Engineering, Inc.
LOCATION: East side of State Street, between Gibbel and Newport Roads
APN: 454-170-002 & 003 and 454-180-003 & 004
OCCUPANCY: This project has been reviewed as an R-1 Occupancy; any other use will require further review.

PLANNING DEPARTMENT CONDITIONS

General Requirements:

1. **Tentative Tract Map No. 32529** shall become null and void on **April 5, 2007** (two calendar years from the date of approval), unless the final map is approved by the City Council and recorded with the County of Riverside prior to the expiration date. A time extension may be granted by the Planning Commission in accordance with Hemet Municipal Code and the Subdivision Map Act, provided a written request for a time extension is submitted the Planning Department prior to the expiration date. No formal notice of expiration will be given by the City.
2. Approval of **Tentative Tract Map No. 32529** shall become effective on **April 15, 2005** unless appealed to the City Council by **April 15, 2005** (10 calendar days after action by the Planning Commission). The appeal shall be in writing and shall be accompanied by the required fee.
3. This project site shall be developed in accordance with the approved plan(s) and the conditions contained herein.
4. This project shall comply with all sections of the Zoning Ordinance, Subdivision Ordinance and all other applicable Local, State and Federal laws and regulations in effect at the time of the building permit application and/or time of recordation, including the I.C.B.O. Uniform Building Code, Uniform Fire Code, and City and State Handicapped Accessibility Requirements (California Code of Regulations, Title 24). This condition does not apply to vesting maps. In the event of a discrepancy or conflict with City regulations, the Approved Specific Plan shall prevail. Where the Specific Plan is silent on an issue, standard or design feature, the City regulations shall prevail.
5. Prior to the issuance of building permits, the applicant shall be subject to all applicable development fees at the rate in effect at the time of building permit

application. Such fees may include, but not be limited to: Park Fees, School Fees, Master Plan Storm Drainage Fees, Permit and Plan Checking Fees, Water and Sewer Service Fees, and Capital Facility Fees.

6. **Tentative Tract Map No. 32529** shall comply with all requirements of the McSweeney Farms Specific Plan SP01-2 and the Development Agreement for McSweeney Farms executed between the City of Hemet and property owner on May 13, 2004.
7. Construction activity shall meet the requirements of Hemet Municipal Code Chapter 30, Article II.
8. Signs are not approved as part of this subdivision Project. Signs, in accordance with the Zoning Ordinance, may be approved at a later time prior to the issuance of sign permits.
9. Prior to any grading or drainage activity, a grading and/or drainage plan shall be prepared and submitted to the City Engineer and Planning Department for review and approval. No grading or drainage work shall occur without a grading permit and/or the permission of the City Engineer.
10. The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.
11. The applicant and/or succeeding property owners shall comply with all items and actions contained with the McSweeney Farms Phasing and Maintenance Plan as approved by the Planning Commission on April 5, 2005 or as subsequently amended.

12. Prior to or concurrently with the recordation of the Final Map or prior to the issuance of a Certificate of Occupancy, a Lighting & Landscaping Maintenance District or alternative maintenance mechanism acceptable to the City shall be established. In the event that the Lighting & Landscaping Maintenance District (LLMD) is required, the property owner of record shall execute a property owner ballot agreeing to formation of or annexation to an LLMD.
13. Prior to recordation of the Final Map, the applicant shall submit Codes, Covenants and Restrictions (CC&R's) to the City Attorney and the Planning Director for review and approval.
14. Prior to approval of the final map for Tentative Tract Map No. 32529 or approval of any final map for any phase of Tentative Tract Map No. 32529, the property covered by said final map ("Tract") shall be included within, or annexed to, a Community Facilities District ("CFD") required under Ordinance No. 1713 (McSweeney Farms Development Agreement) and as established through the Mello-Roos Community Facilities Act of 1982 (Government Code §53311 et seq.) established by the City of Hemet for the provision of public services permitted under Government Code §53313, including police, fire protection, and emergency medical services (collectively "Public Safety Services"), for which proceedings have been consummated, and shall be subject to the special tax approved with the formation of the CFD with the Tract's annexation into the CFD.
 - a. The applicant and property owner acknowledge and agree that if the Tract were not a part of the CFD referred to above, the City might lack the financial resources to operate and provide Public Safety Services at the level required under the City's General Plan. Absent this requirement that the Tract be included within the CFD, the City might not be able to make the finding that the project now under consideration ("Project") is consistent with the City's General Plan and might not be able to make findings supporting approval of the Project as required by the Subdivision Map Act and the California Environmental Quality Act and, therefore, might be required to deny approval of the project.
 - b. The owner and/or any developer of the Project on the Tract shall notify all potential lot buyers prior to sale of such lot(s) that: (1) the Tract is part of the CFD; (2) each lot within the Tract is subject to the levy of a special tax; and (3) the amount of the special tax for the subject lot. This notification shall be in a manner approved by the City.
 - c. This requirement may only be waived by the City Council if, at the time the final map is considered for approval, the City Council determines, based on substantial evidence in the record, that each of the following four findings can be met: (1) the Tract is located in a target area that is currently in compliance with the public safety response time mandates set forth in the General Plan; (2) that build-out and occupancy of the Project on the Tract will not result in the target area becoming non-compliant with the response time mandates of the General Plan; and (3) that, after considering the cumulative impacts of the subject Project, currently existing projects and

reasonably anticipated future projects within the target area, the target will remain in compliance with the response time mandates of the General Plan; and (4) that has been appropriately approved as an amendment to Ordinance No. 1713 (McSweeny Farms Development Agreement).

15. The project shall comply with all mitigation measures contained in the final Environmental Impact Report (FEIR) approved for the McSweeny Farms Specific Plan. Prior to recording any final map, the property owner and the City will review the mitigation monitoring matrix contained in said FEIR and identify compliance with all required mitigation measures required prior to recordation of a final map, issuance of grading permits, or other pre-construction activities required prior to recordation of the final map.

Landscaping:

16. In the event of a discrepancy or conflict with City regulations, the Approved Specific Plan shall prevail. Where the Specific Plan is silent on an issue, standard or design feature, the landscape design requirements outlined in the City's Single-Family Residential Design Guidelines approved by the City Council on February 25, 2003 (CC Resolution No. 3700) will be used.
17. The applicant shall provide a disclosure notice to each prospective buyer and to each new property owner within this subdivision. The disclosure notice shall be recorded against all properties within this subdivision which states the following:
 - i. The property owner is aware of any required financing mechanisms for the subdivision project such as Landscape-Lighting & Maintenance District (LLMD), Landscape-Lighting & Parks Maintenance District (LLPMD) or Conditions, Covenants and Restrictions (CC&R's).
 - ii. The property owner is responsible for the irrigation of parkway landscaping adjacent to their home as well as any landscaping adjoining their exterior side yard. Any lack of landscape/irrigation maintenance is subject to code violation actions.
18. Prior to the issuance of a Certificate of Occupancy or finalization of the Building Permit, landscaped areas shall have an automatic irrigation system, with automatic timers, installed and operational, unless cash or a bond is posted to guarantee completion.
19. A one-year Faithful Performance bond shall be posted to guarantee installation, plant health, and established growth prior to the issuance of occupancy permits. The bond may be reduced by the City after installation has been approved.
20. All interior residential streets shall have parkways adjacent to curb. Street trees shall be planted at a minimum of one (1) tree for every 40 feet of street frontage accordance with City guidelines. Parkway areas within the public R-O-W shall include the installation of ground cover (planted a minimum of 12-inches on-center) or turf and the installation of automated irrigation. Maintenance of the

street trees shall be through a Lighting & Landscaping Maintenance District (LLMD) or alternative maintenance mechanism acceptable to the City.

21. All public landscaped areas shall be maintained by the developer for a minimum of one-year to assure continued growth and health. Continued maintenance of public areas shall be guaranteed by establishment of a home owners association or alternative mechanism approved by the Planning Director.
22. Landscape design and plantings along the State Street frontage of the project area shall comply with the design standards established by the City of Hemet Scenic Highway Setback Manual Design Criteria.

Public and Recreational Lands:

23. Lots F and E shall be offered for dedication to the City of Hemet for park sites and shall show an irrevocable offer of dedication on the final map for said lots. Said lots shall be held in perpetuity for dedication to the City of Hemet until such time that the City of Hemet accepts the sites.
24. Lots F shall be improved as an active park site prior to issuance of certificates of occupancy of the 200th home in Phase 1 as shown in the McSweeney Farms Specific Plan. Said plans shall be reviewed and approved by the Valley Wide Parks and Recreation District and shall be constructed in accordance with Valley Wide Parks and Recreation District standards.
25. ~~Lot E shall be improved as an equestrian park prior to issuance of certificates of occupancy of the 250th home in Phase 1 as shown in the McSweeney Farms Specific Plan. Said plans shall be reviewed and approved by the Valley Wide Parks and Recreation District and shall be constructed in accordance with Valley Wide Parks and Recreation District standards.~~

The design of Planning Area 35 of the McSweeney Farms Specific Plan shall be submitted to the Planning Division for review and approval prior to the of any builder subdivision maps in Phase II or III of the McSweeney Farms Plan. The Newport Road landscaping and improvements shall be constructed prior to the issuance of any building permits in Phase II or III. Park construction shall be completed by the 300th building permit in Phase II or the 595th building permit over the entire community.

26. Lot 9 shall be offered for dedication to the Hemet Unified School District for a school site by either an irrevocable offer of dedication on the Final Map for said lot, or by separate instrument to be recorded with the Riverside County Recorder, as may be agreed upon by contract between the current property owner and the School District prior to recordation of said map.
27. The Paseo shall be constructed between PA 10 and PA 11 upon 60% issuance of certificates of use and occupancy of the homes within the two PA's

28. Lot 8 shall be shown as a community center on the final map. The community center shall be developed in Phase I of the project. If completion of the community center has not occurred prior to the first certificate of occupancy, the applicant shall post a bond for completion of the community center to ensure completion within the first Phase of the project.

Environmental:

29. A. Tribal monitors from the Pechanga and Soboba Bands shall be allowed to monitor all grading, excavation and groundbreaking activities, including further surveys, to be compensated by the developer. The Tribal monitors, along with the archaeological monitors shall have the power to stop or redirect Project activities for short periods of time if cultural/archaeological resources or Native American human remains are found to assess the significance of such resources. The Applicant shall submit notification within the first working day after discovery to the Planning Director.
- B. The Project applicant/developer have entered into a-Treatment Agreement with the Pechanga and Soboba Bands that addresses the treatment and disposition of this Project. Such Agreement addresses both the proper procedures for implementing any necessary new mitigation and/or avoidance of subsequently discovered significant sites. All such mitigation will be determined in conjunction with the appropriate Lead Agenc(ies).
- C. All cultural resources, including all archeological artifacts that are found on the Project area, shall be relinquished to the Pechanga and Soboba Bands for proper treatment and disposition.
30. Prior to any clearing, grading and/or construction in a stream bed or a jurisdictionally defined wetland, a California Fish and Game 1603, Stream Bed Alteration Agreement and/or, an Army Corps 404 Permit or exemption certificate shall be obtained.
31. Lineaments identified on the site will be adequately investigated by a subsurface investigation. Provided these features are identified as fault, the investigation should determine the regency of faulting and, if warranted, shall provide appropriate building setback recommendations per EIR Mitigation Measure GEO-1.
32. Buffer distances and noise propagation barriers shall be incorporated in areas where noise impacts may exceed noise thresholds per EIR Mitigation Measure NOI-2.
33. Employee car-pooling and other trip reduction measures shall be encouraged for all new development projects and businesses per EIR Mitigation Measure AQ-9.

34. The developer shall coordinate with Riverside Transit Authority (RTA) to identify number and location of bus stops per EIR Mitigation Measure AQ-11.
35. The developer shall undertake the following transportation system management actions per EIR Mitigation Measure TR-3:
 - The Riverside Transit Authority should consider and implement, if feasible, service within the project area;
 - Transit stops should be located and designed as provided in the Traffic Study;
 - The commercial component of the project shall provide on-site bike racks to encourage the use of bicycles as an alternative means of transportation.
37. A Homeowner's Association or appropriate community service district will be responsible for the maintenance of the open space areas. Prior to approval of any development plan for lands adjacent to open space areas, a fire protection/vegetation management plan will be submitted to the City Fire Department for approval per EIR Mitigation Measure FPS-3.
38. The developer shall incorporate buffer distances and noise propagation barriers in areas where construction noise levels may exceed noise thresholds per EIR Mitigation Measure CUMU-2.
39. Prior to and during grading operations, the developer shall incorporate EIR Mitigation Measures CR-1 through CR-8 to reduce the proposed project's incremental contribution to this potential cumulative impact to cultural and archaeological resources located within designated open space areas to a less than significant level.

PUBLIC WORKS ENGINEERING DIVISION CONDITIONS

Please contact the PUBLIC WORKS ENGINEERING DIVISION for compliance with the following conditions:

Unless otherwise stated, all improvements shall be installed prior to the issuance of a certificate of occupancy or the clearance of a final building permit.

MAPPING

40. When changes to the approved Tentative Map are proposed, a Substantial Compliance Exhibit consisting of an acetate map, in the same scale of the Tentative Map, shall be submitted for review and approval of the City Engineer.
41. The applicant shall coordinate with affected utility companies and obtain any permits as necessary for the development of this project.

42. Digitized drawing files of the Final Map, in a City's compatible CAD system, shall be submitted along with original mylar plans.
43. Easement(s) of record not shown on the tentative map shall be relinquished or relocated. Lots affected by proposed easements or easements of record, which cannot be relinquished or relocated, shall be redesigned.
44. Where survey monuments exist, such monuments shall be protected or shall be referenced and reset, pursuant to Business and Professions Code, Sections 8700 to 8805 (Land Surveyors Act).
45. Monuments shall be provided in accordance with City of Hemet Standard Specifications for Public Works Construction Standard M-900 and M-900A. In lieu of Standard M-901, street centerline monuments shall conform with Riverside County Surveyor's Office provided that cross-ties are set in top of curbs and tie sheets are filed with the City Engineer.
46. Prior to recordation of the Final Map, a reproducible map of the proposed subdivision on an 8-1/2" by 11" format, shall be submitted to the Engineering Department.
47. The developer shall submit "Non-interference" letters, to the City, from any utility company that may have rights or easements within the property boundaries.
48. Developer shall make a fair share contribution to future traffic signals in the amount determined by the traffic study. The City Engineer shall determine the final amount of the required fair share contribution.

STREETS

State Street

49. Install type "B" curb and gutter on an alignment 38-feet from the centerline in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-200 and ST-101.
50. Remove and replace the existing street pavement to centerline in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard Street Sections.
51. Install street paving from the new gutter lip to 12-feet West of the centerline, in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard Street Sections.
52. Install match-in paving from the new curb and gutter to the existing pavement in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard Street Sections.

53. Street structural sections shall be designed for a Traffic Index (TI) of 9.5. Preliminary soils investigations shall be used by the City Engineer to determine an appropriate R-value and the pavement and the base thickness based on the established TI.
54. Install handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-215A and Uniform Building Code Title 24.
55. Install a 35-foot minimum radius curb return, spandrel and cross gutter in accordance with the City of Hemet Standard Specifications for Public Works Construction.
56. Temporary turnarounds shall be installed at all dead-end streets in accordance with City of Hemet Standard Specifications for Public Works Construction Standard G-800A.
57. Submit a signing and striping plan, prepared by a California Registered Civil Engineer.
58. Prior to the issuance of a Certificate of Occupancy, install "No Parking At Any Time" signs at the location(s) specified by the City Traffic Engineer and/or by Caltrans.
59. Install parkway type sidewalk in accordance with the approved Specific Plan. In the event of a discrepancy or conflict with City regulations, the Specific Plan shall prevail. Where the Specific Plan is silent on an issue, standard or design feature, City of Hemet Standard Specifications for Public Works Construction Standard C-215 shall apply.
60. Dedicate an additional 25-feet, on the East side of State Street, for Scenic Highway Setback purposes.
61. Provide, for City acceptance, an executed Grant Deed and plat map for sidewalk return right of way in accordance with the City of Hemet Standard Specifications for Public Works Construction Standard C-215.
62. Install public street lights in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standards G-805, G-808, and G-808A. The plans shall be designed by a registered electrical engineer, and submitted to the City for review and approval.
63. Install stop signs, street name signs and red curb per instructions of the City Engineer.
64. Relocate power poles, as necessary, in accordance with the City of Hemet Standard Specifications for Public Works Construction, to a location specified by the City Engineer.

65. Install street trees 40-feet on-center in accordance with the City of Hemet Street Tree Master Plan. Install automatic irrigations system to trees.
66. Digitized drawing files of all improvement plans, in a City's compatible CAD system, shall be submitted along with original mylar plans.
67. Existing City roads, which will require reconstruction, shall remain open for traffic at all times, with adequate detours, to the satisfaction of the City Engineer.
68. The applicant shall close any unused drive approach(es) with standard concrete curb, gutter and sidewalk, and shall repair any damaged curb, gutter and sidewalk along the subject frontage prior to the issuance of a Certificate of Occupancy.
69. Traffic signals shall be installed, as recommended on the Traffic Impact Analysis for McSweeny Farms, dated August 23, 2001, at the following intersections:

State Street and Domenigoni Parkway/Gibbel Road (signal modification);
State Street and McSweeny Parkway;
State Street and South Village Loop; and
State Street and Newport Road.
70. The applicant may receive credit against Development Impact Fees for construction of improvements identified in the City's "Master Facilities Plan", in accordance with Hemet Municipal Code Section 58-64, provided that an agreement is entered into with the City of Hemet prior to the recordation of the Final Map.

Newport Road

71. Install type "C" curb and gutter on an alignment 23-feet from the centerline in accordance with the approved Specific Plan SP 01-2, Figure 4.2
72. Remove and replace the existing street pavement to centerline in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard Street Sections.
73. Install street paving from the new gutter lip to 12-feet South of the centerline, in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard Street Sections.
74. Install match-in paving from the new curb and gutter to the existing pavement in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard Street Sections.
75. Street structural sections shall be designed for a Traffic Index (TI) of 7.0. Preliminary soils investigations shall be used by the City Engineer to determine an appropriate R-value and the pavement and the base thickness based on the established TI.

76. Install minimum 10:1 pavement tapers on the East end of the project. Indicate on the street improvement plans how the pavement tapers will impact adjacent properties.
77. Install a pavement taper on the East side of project with Type L guide markers behind the pavement taper.
78. Install handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-215A and Uniform Building Code Title 24.
79. Install a 35-foot minimum radius curb return, spandrel and cross gutter in accordance with the City of Hemet Standard Specifications for Public Works Construction.
80. Temporary turnarounds shall be installed at all dead-end streets in accordance with City of Hemet Standard Specifications for Public Works Construction Standard G-800A.
81. Submit a signing and striping plan prepared by a California Registered Civil Engineer.
82. Prior to the issuance of a Certificate of Occupancy, install "No Parking At Any Time" signs at the location(s) specified by the City Engineer.
83. Install parkway type sidewalk in accordance with the approved Specific Plan. In the event of a discrepancy or conflict with City regulations, the Specific Plan shall prevail. Where the Specific Plan is silent on an issue, standard or design feature, City of Hemet Standard Specifications for Public Works Construction Standard C-215 shall apply.
84. Install public street lights in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standards G-805, G-808, and G-808A. The plans shall be designed by a registered electrical engineer.
85. Install stop signs, street name signs and red curb per instructions of the City Traffic Engineer.
86. Relocate power poles, as necessary, in accordance with the City of Hemet Standard Specifications for Public Works Construction, to a location specified by the City Engineer.
87. Install street trees 40-feet on-center in accordance with the City of Hemet Street Tree Master Plan. Install automatic irrigations system to trees.
88. Existing City roads, which will require reconstruction, shall remain open for traffic at all times, with adequate detours, to the satisfaction of the City Engineer.

89. Digitized drawing files of all improvement plans, in a City's compatible CAD system, shall be submitted along with original mylar plans.

McSweeny Parkway

90. Dedicate an additional 26-feet on each side of McSweeny Parkway for enhanced landscape purposes.
91. Install type "A" curb and gutter on an alignment 29-feet on each side of the centerline, with a 14-foot median, in accordance with the approved Specific Plan SP 01-2, Figure 4.2.
92. Install type "D" curb on proposed median, in accordance with the Approved Specific Plan. In the event of a discrepancy or conflict with City regulations, the Specific Plan shall prevail. Where the Specific Plan is silent on an issue, standard or design feature, City of Hemet Standard Specifications for Public Works Construction, Standard C-203 shall apply.
93. Install street paving from the new gutter lip to new gutter lip in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard Street Sections.
94. Street structural sections shall be designed for a Traffic Index (TI) of 7.0. Preliminary soils investigations shall be used by the City Engineer to determine an appropriate R-value and the pavement and the base thickness based on the established TI.
95. Install handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-215A and Uniform Building Code Title 24.
96. Install a 35-foot minimum radius curb return, spandrel and cross gutter in accordance with the City of Hemet Standard Specifications for Public Works Construction.
97. Temporary turnarounds shall be installed at all dead-end streets in accordance with City of Hemet Standard Specifications for Public Works Construction Standard G-800A.
98. Submit a signing and striping plan prepared by a California Registered Civil Engineer.
99. Prior to the issuance of a Certificate of Occupancy, install "No Parking At Any Time" signs at the location(s) specified by the City Engineer.
100. Install parkway type sidewalk in accordance with the approved Specific Plan. In the event of a discrepancy or conflict with City regulations, the Specific Plan shall prevail. Where the Specific Plan is silent on an issue, standard or design feature,

City of Hemet Standard Specifications for Public Works Construction Standard C-C-215 shall apply.

101. Install public street lights in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standards G-805, G-808, and G-808A. The plans shall be designed by a registered electrical engineer.
102. Install stop signs, street name signs and red curb per instructions of the City Engineer.
103. Relocate power poles, as necessary, in accordance with the City of Hemet Standard Specifications for Public Works Construction, to a location specified by the City Engineer.
104. Install street trees 40-feet on-center in accordance with the City of Hemet Street Tree Master Plan. Install automatic irrigations system to trees.
105. Existing City roads, which will require reconstruction, shall remain open for traffic at all times, with adequate detours, to the satisfaction of the City Engineer.
106. Digitized drawing files of all improvement plans, in a City's compatible CAD system, shall be submitted along with original mylar plans.

South Valley Loop

107. Dedicate an additional 15-feet on exterior portion of South Valley Loop and 5-feet on interior portion of South Valley Loop for enhanced landscape purposes.
108. Install type "B" curb and gutter on an alignment 22-feet on each side of the centerline in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-201 and ST-103, and the approved Specific Plan SP 01-2, Figure 4.2 the approved Specific Plan SP 01-2, Figure 4.2.
109. Install street paving from the new gutter lip to new gutter lip in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard Street Sections.
110. Street structural sections shall be designed for a Traffic Index (TI) of 7.0. Preliminary soils investigations shall be used by the City Engineer to determine an appropriate R-value and the pavement and the base thickness based on the established TI.
111. Install handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-215A and Uniform Building Code Title 24.
112. Install a 35-foot minimum radius curb return, spandrel and cross gutter in accordance with the City of Hemet Standard Specifications for Public Works Construction.

113. Temporary turnarounds shall be installed at all dead-end streets in accordance with City of Hemet Standard Specifications for Public Works Construction Standard G-800A.
114. Submit a signing and striping plan prepared by a California Registered Civil Engineer.
115. Prior to the issuance of a Certificate of Occupancy, install "No Parking At Any Time" signs at the location(s) specified by the City Engineer.
116. Install parkway type sidewalk in accordance with the approved Specific Plan. In the event of a discrepancy or conflict with City regulations, the Specific Plan shall prevail. Where the Specific Plan is silent on an issue, standard or design feature, City of Hemet Standard Specifications for Public Works Construction Standard C-215 shall apply.
117. Install public street lights in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standards G-805, G-808, and G-808A. The plans shall be designed by a registered electrical engineer.
118. Install stop signs, street name signs and red curb per instructions of the City Engineer.
119. Relocate power poles, as necessary, in accordance with the approved Specific Plan. In the event of a discrepancy or conflict with City regulations, the Specific Plan shall prevail. Where the Specific Plan is silent on an issue, standard or design feature, City of Hemet Standard Specifications for Public Works Construction, to a location specified by the City Engineer shall apply.
120. Install street trees 40-feet on-center in accordance with the City of Hemet Street Tree Master Plan. Install automatic irrigations system to trees.
121. Existing City roads, which will require reconstruction, shall remain open for traffic at all times, with adequate detours, to the satisfaction of the City Engineer.
122. Digitized drawing files of all improvement plans, in a City's compatible CAD system, shall be submitted along with original mylar plans.

DRAINAGE

123. The incremental increase in runoff between the developed and undeveloped property for the 100-year/3-hour storm must be retained on site.
124. Prior to the issuance of the Building Permit, the developer shall pay the Master Storm Drain Plan fee, at the currently adopted rate.

125. The HUD Flood Insurance Rate Map shows this project to be in Zone A; (no base flood elevation determined). All building foundation pads within the development shall be elevated in accordance with City of Hemet Ordinance No. 754.
126. The Developer shall adhere to all Federal Emergency Management Agency (FEMA) regulations and requirements in the event that existing drainage patterns are affected by this development. Prior to the issuance of a grading permit all necessary calculations shall be submitted to the City of Hemet and to any governing Federal agency for review and approval of grading within a floodway.
127. Prior to the recordation of the Final Map the Developer shall submit to the City Engineer for review and approval, hydrology and hydraulic calculations within and immediately adjacent to the project site. Improvements proposed by the Developer shall be taken into account when analyzing impacts to upstream, adjacent and downstream properties.
128. The detention facility shall be located on a numbered lot on the Final Map and be required to mitigate off-site flows through the project site in accordance with City of Hemet Resolution No. 2108.
129. Construction of the detention basin shall include, but not be limited to, the following improvements: concrete driveway, wrought iron view fencing, screened gates, access ramp, outlet structure, discharge pump, irrigation system and landscaping.
130. All interim stormwater detention facilities shall be operated and maintained by the Developer until a permanent system is installed. The removal of interim facilities shall be performed at no cost to the City of Hemet.
131. An underground nuisance water storm drain is required in all streets where upstream street lengths exceed 660 lineal feet.
132. Cross-lot drainage and the designated drainage easements shall not be allowed. All pads shall be designed to drain to the streets. Storm water shall be collected in an appropriate storm drain system. All drainage easements are subject to City acceptance for maintenance.
133. Construction shall comply with Santa Ana Regional Water Quality Control Board Order #01-34 for the San Jacinto Watershed. Board clearance, by approval of a SWPPP and issuance of a WDID number, is required prior to grading permit issuance.
134. Prior to the issuance of a Building Permit, the applicant shall submit to the City for review and approval, a project-specific Water Quality Management Plan (WQMP). This plan shall address Site Design BMPs, incorporate the applicable Source Control BMPs, incorporate Treatment Control BMPs, describe the long-term operation and maintenance requirements for BMPs needing long-term maintenance, and describe the mechanism for funding the long-term operation and maintenance of the BMPs.

135. Prior to the issuance of a Building Permit, the property owner shall record a "Covenant and Agreement" with the County Recorder, or other instrument acceptable to the City, to inform future property owners of the requirement to implement the approved project-specific WQMP
136. Install underground storm drain lines and appurtenances, in accordance with the City of Hemet Standard Specifications for Public Works Construction.
137. Drainage easement(s), as required by the City Engineer, shall be shown on the improvement plans and/or grading plans. Recordation of the easement(s) shall be by deed or as part of the Final Map.

WATER

138. Domestic water service will be provided by EMWD.

SEWER

139. Domestic sewer service will be provided by EMWD.

LANDSCAPING

140. Prior to the recordation of the Final Map or establishment of the Lighting and Landscape Maintenance District, a landscape plan shall be submitted to Planning and Engineering for review and approval.
141. Prior to recordation of the Final Map or prior to the issuance of a Certificate of Occupancy, a Lighting and Landscaping Maintenance District (LLMD) shall be established.
142. Prior to the issuance of a Certificate of Occupancy or finalization of the Building Permit, submit landscape "as-built" in public areas, and RP principle backflow prevention certification(s) for all water service.

FIRE DEPARTMENT CONDITIONS

This project has been reviewed as a SF residential development, any other use will require further review.

Unless specifically stated herein, these conditions shall not be construed to permit or allow deviation from any Federal or State laws nor any of the local codes and ordinances adopted by this jurisdiction. Please contact the Hemet Fire Department, Fire Prevention Division for any questions regarding compliance with the following conditions:

AGENCY APPROVALS

143. Prior to the issuance of a building permit written proof shall be provided from the water purveyor that sufficient capacity is available for fire protection. The

minimum required fire flow for this project is 1000 GPM @ 20psi residual for a duration of 2 hours, per CFC Appendix III-A. Fire flow and flow duration for buildings without automatic fire protection and having an area in excess of 3,600 square feet shall not be less than specified in Table A-III-A-1.

HYDRANTS AND FIRE PROTECTION SYSTEMS

144. An approved water supply capable of supplying the required fire flow for fire protection shall be provided on site when any portion of the building or facility is in excess of 150 feet from an approved water supply on a public street, per UFC Section 903.2. The location of on-site hydrants and mains shall be approved by the Fire Marshall.
145. Prior to combustible construction commencing, install and/or upgrade, as required by the Uniform Fire Code Section 901.1, street (off-site) fire hydrants pursuant to the City of Hemet Standard Specifications for Public Works Construction. Distance between fire hydrants shall not exceed 300 feet without approval from the Fire Marshal.
146. In accordance with the Uniform Fire Code Section 901.3, the water system (mains and hydrants) shall be tested and accepted by the Fire Marshal prior to the commencement of combustible construction.

ACCESS

147. Prior to delivery of combustible materials on site, provide and maintain (an) all weather access roadway(s) 20-feet wide with a 13-foot 6-inch vertical clearance designed to support the imposed loads of fire apparatus in all weather conditions, as approved by the City of Hemet Fire Marshal in accordance with the Uniform Fire Code Sections 902.2.1 and 902.2.2.1 (dirt or native soil does not meet minimum requirements). Minimum turning radius for fire apparatus, from center line, is 52 feet (outside) and 32 feet (inside).
148. In accordance with the Uniform Fire Code Section 902.2.2.3, approved turnarounds are required on any access road in excess of 150 feet in length, per City of Hemet Fire Department Standards.
149. All cul-de-sacs shall conform to City Standards for length, width and turnaround radius. Provide secondary access for emergency vehicles on all streets over 600 feet in length (temporary portion of McSweeney Parkway is exempt from secondary access requirement during initial phase).
150. Prior to the issuance of a Certificate of Occupancy, "No Parking - Fire Lane" signs, red curbing and hydrant markers (blue dots) shall be provided to the specifications of the City of Hemet Fire Marshal in accordance with the Uniform Fire Code Section 901.4 and 902.1 and Section 22500.1 of the California Vehicle Code.
151. In accordance with the Uniform Fire Code Section 902.4, security gates if shall be installed with an automatic device and/or key switch to allow Fire and

Police Department access pursuant to the City of Hemet Municipal Code and Department Standards (Temporary portion of McSweeny Parkway shall have temporary gates on both sides of channel to prevent crossing the channel during storms with potential flood situations).

152. Install Knox key boxes and/or locks for Fire Department access in accordance with Uniform Fire Code, Section 902.4.
153. This Project is outside of the 5-minute response time as established by the General Plan. No building permits shall be issued for projects associated with this map until mitigation has been approved to meet the requirements as specified in the Public Facilities Element of the General Plan.
154. A fence enclosure, if installed, shall lead to a safe dispersal area 50-feet from buildings or shall have gates (with locks that do not require any special knowledge or effort to open) that lead to a public way.

MISCELLANEOUS

155. An emergency exit shall be provided in trap fence (gate shall remain unlocked when sales office is open).
156. Portable fire extinguishers shall be installed in each model home and sales office. The type and spacing shall be set by the City of Hemet Fire Marshal in accordance with Uniform Fire Code Section 1002.

END

Attachment No. 2

Redlined Conditions of
Approval for Final Map
33961

Planning Commission
Meeting of
March 4, 2014

EXHIBIT 1B

CITY OF HEMET PLANNING COMMISSION RESIDENTIAL CONDITIONS OF APPROVAL

PLANNING COMMISSION DATE: April 4, 2006

PROJECT NO.: Tentative Tract Map No. 33961
APPLICANT: SunCal Companies
AGENT: Tom Nieves - AEI-CASC Engineering, Inc.
LOCATION: Southeast corner of Domenigoni Parkway/Gibbel Road and State Street
APN: 454-170-00 & 003 and 454-180-003 & 004

OCCUPANCY: This project has been reviewed as an R-1 Occupancy; any other use will require further review.

PLANNING DEPARTMENT CONDITIONS

Please contact the PLANNING DEPARTMENT for compliance with the following conditions:

General Requirements

1. **Tentative Tract Map No. 33961** shall become null and void on **April 4, 2008** (two calendar years from the date of approval), unless the final map is approved by the City Council and recorded with the County of Riverside prior to the expiration date. A time extension may be granted by the Planning Commission in accordance with Hemet Municipal Code and the Subdivision Map Act, provided a written request for a time extension is submitted the Planning Department prior to the expiration date. No formal notice of expiration will be given by the City.
2. Approval of **Tentative Tract Map No. 33961** shall become effective on **April 15, 2006** unless appealed to the City Council by April 14, 2006 (10 calendar days after action by the Planning Commission). The appeal shall be in writing and shall be accompanied by the required fee.
3. This project site shall be developed in accordance with the approved plan(s) and the conditions contained herein.
4. This project shall comply with all sections of the Zoning Ordinance, Subdivision Ordinance and all other applicable Local, State and Federal laws and regulations in effect at the time of the building permit application and/or time of recordation,

including the I.C.B.O. Uniform Building Code, Uniform Fire Code, and City and State Handicapped Accessibility Requirements (California Code of Regulations, Title 24). This condition does not apply to vesting maps. In the event of a discrepancy or conflict with City regulations, the Approved Specific Plan shall prevail. Where the Specific Plan is silent on an issue, standard or design feature, the City regulations shall prevail.

5. Prior to the issuance of building permits, the applicant shall be subject to all applicable development fees at the rate as specified in the Development Agreement for McSweeney Farms executed between the City of Hemet and property owner on May 13, 2004. Such fees may include, but not be limited to: Park Fees, School Fees, Master Plan Storm Drainage Fees, Permit and Plan Checking Fees, Water and Sewer Service Fees, and Capital Facility Fees.
6. Tentative Tract Map No. 33961 shall comply with all requirements of the McSweeney Farms Specific Plan SP01-2 and the Development Agreement for McSweeney Farms executed between the City of Hemet and property owner on May 13, 2004.
7. Construction activity shall meet the requirements of Hemet Municipal Code Chapter 30, Article II.
8. Signs are not approved as part of this subdivision Project. Signs, in accordance with the Zoning Ordinance, may be approved at a later time prior to the issuance of sign permits.
9. Prior to any grading or drainage activity, a grading and/or drainage plan shall be prepared and submitted to the City Engineer and Planning Department for review and approval. No grading or drainage work shall occur without a grading permit and/or the permission of the City Engineer.
10. The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local

statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.

11. The applicant and/or succeeding property owners shall comply with all items and actions contained with the McSweeny Farms Phasing and Maintenance Plan as approved by the Planning Commission on April 5, 2005 or as subsequently amended.
12. Prior to or concurrently with the recordation of the Final Map or prior to the issuance of a Certificate of Occupancy, a Lighting & Landscaping Maintenance District or alternative maintenance mechanism acceptable to the City shall be established. In the event that the Lighting & Landscaping Maintenance District (LLMD) is required, the property owner of record shall execute a property owner ballot agreeing to formation of or annexation to an LLMD.
13. Prior to recordation of the Final Map, the applicant shall submit Codes, covenants and Restrictions (CC&R's) to the City Attorney and the Planning Director for review and approval.
14. Prior to approval of the final map for Tentative Tract Map No. 33961 or approval of any final map for any phase of Tentative Tract Map No. 33961, the property covered by said final map ("Tract") shall be included within, or annexed to, a Community Facilities District ("CFD") required under Ordinance No. 1713 (McSweeny Farms Development Agreement) and as established through the Mello-Roos Community Facilities Act of 1982 (Government Code §53311 et seq.) established by the City of Hemet for the provision of public services permitted under Government Code §53313, including police, fire protection, and emergency medical services (collectively "Public Safety Services"), for which proceedings have been consummated, and shall be subject to the special tax approved with the formation of the CFD with the Tract's annexation into the CFD.

The applicant and property owner acknowledge and agree that if the Tract were not a part of the CFD referred to above, the City might lack the financial resources to operate and provide Public Safety Services at the level required under the City's General Plan. Absent this requirement that the Tract be included within the CFD, the City might not be able to make the finding that the project now under consideration ("Project") is consistent with the City's General Plan and might not be able to make findings supporting approval of the Project as required by the Subdivision Map Act and the California Environmental Quality Act and, therefore, might be required to deny approval of the project.

The owner and/or any developer of the Project on the Tract shall notify all potential lot buyers prior to sale of such lot(s) that: (1) the Tract is part of the CFD; (2) each lot within the Tract is subject to the levy of a special tax; and (3) the amount of the special tax for the subject lot. This notification shall be in a manner approved by the City.

This requirement may only be waived by the City Council if, at the time the final map is considered for approval, the City Council determines, based on substantial evidence in the record, that each of the following four findings can be met: (1) the Tract is located in a target area that is currently in compliance with the public safety response time mandates set forth in the General Plan; (2) that build-out and occupancy of the Project on the Tract will not result in the target area becoming non-compliant with the response time mandates of the General Plan; and (3) that, after considering the cumulative impacts of the subject Project, currently existing projects and reasonably anticipated future projects within the target area, the target area will remain in compliance with the response time mandates of the General Plan; and (4) that has been appropriately approved as an amendment to Ordinance No. 1713 (McSweeney Farms Development Agreement).

15. The project shall comply with all mitigation measures contained in the final environmental Impact Report (FEIR) approved for the McSweeney Farms Specific Plan. Prior to recording any final map, the property owner and the City will review the mitigation monitoring matrix contained in said FEIR and identify compliance with all required mitigation measures required prior to recordation of a final map, issuance of grading permits, or other pre-construction activities required prior to recordation of the final map.

Landscaping

16. In the event of a discrepancy or conflict with City regulations, the Approved Specific Plan shall prevail. Where the Specific Plan is silent on an issue, standard or design feature, the landscape design requirements outlined in the City's Single-Family Residential Design Guidelines approved by the City Council on October 11, 2005 (CC Resolution No. 3960) will be used.
17. Prior to the issuance of any building permit, the applicant shall submit a separate Site Development Review (SDR) application for Planning Commission review and approval for all landscaping and irrigation plans including but not limited to the off-site areas, parks, paseos, State Street, McSweeney Parkway, the Cactus Valley Wash, and other landscaped areas. Plans shall include common and botanical names, quantity, and sizes.
18. The applicant shall provide a disclosure notice to each prospective buyer and to each new property owner within this subdivision. The disclosure notice shall be recorded against all properties within this subdivision which states the following:

- a. The property owner is aware of any required financing mechanisms for the subdivision project such as Landscape-Lighting & Maintenance District (LLMD), Landscape-Lighting & Parks Maintenance District (LLPMD) or Conditions, Covenants and Restrictions (CC&R's).
20. The property owner is responsible for the irrigation of parkway landscaping adjacent to their home as well as any landscaping adjoining their exterior side yard. Any lack of landscape/irrigation maintenance is subject to code violation actions.
21. Prior to the issuance of a Certificate of Occupancy or finalization of the Building Permit, landscaped areas shall have an automatic irrigation system, with automatic timers, installed and operational, unless cash or a bond is posted to guarantee completion.
22. A one-year Faithful Performance bond shall be posted to guarantee installation, plant health, and established growth prior to the issuance of occupancy permits. The bond may be reduced by the City after installation has been approved.
23. All interior residential streets shall have parkways adjacent to curb. Street trees shall be planted at a minimum of one (1) tree for every 40 feet of street frontage in accordance with City guidelines. Parkway areas within the public R-O-W shall include the installation of ground cover (planted a minimum of 12-inches on-center) or turf and the installation of automated irrigation. Maintenance of the street trees shall be through a Lighting & Landscaping Maintenance District (LLMD) or alternative maintenance mechanism acceptable to the City.
24. All public landscaped areas shall be maintained by the developer for a minimum of one-year to assure continued growth and health. Continued maintenance of public areas shall be guaranteed by establishment of a home owners association or alternative mechanism approved by the Planning Director.
25. Landscape design and planting along the State Street frontage of the project area shall comply with the design standards established by the City of Hemet Scenic Highway Setback Manual Design Criteria.
26. ~~The equestrian center shall be improved prior to issuance of the 300th certificate of occupancy in Phase 2 as shown in the McSweeney Farms Specific Plan. A Site Development review application shall be reviewed and approved by the Planning Commission prior to issuance of building permits for said site. Said plans shall also be reviewed and approved by the Valley Wide Parks and Recreation District and shall be constructed in accordance with Valley Wide Parks and Recreation District standards.~~

The design of Planning Area 35 of the McSweeney Farms Specific Plan shall be submitted to the Planning Division for review and approval prior to the recordation of any builder subdivision maps in Phase II or III of the McSweeney Farms Specific

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Tentative Tract Map No. 33961 - McSweeney Farms Specific Plan

Plan. The Newport Road landscaping and improvements shall be constructed prior to the issuance of any building permits in Phase II or III. Park construction shall be completed by the 300th building permit in Phase II or the 595th building permit over the entire community.

27. The paseo comprised of Lots B and C of Tentative Tract Map No. 33824 shall be completed prior to the issuance of the 300th certificate of occupancy in Phase 2.

Public and Recreational Lands

28. Lots C, D, E, F, G, H, I, J, K, L, and M shall be offered for dedication to the City of Hemet for Cactus Valley Wash and shall show an irrevocable offer of dedication on the final map for said lots. Said lots shall be held in perpetuity for dedication to the City of Hemet until such time that the City of Hemet accepts the sites.
29. Prior to the issuance of the first certificate of occupancy for phase 2 development, the Cactus Valley Wash shall be installed. Additionally, all trail systems and landscaping shall be installed concurrently with its development.

Environmental

30. Tribal monitors from the Pechanga and Soboba Bands shall be allowed to monitor all grading, excavation and groundbreaking activities, including further surveys, to be compensated by the developer. The Tribal monitors, along with the archaeological monitors shall have the power to stop or redirect Project activities for short periods of time if cultural/archaeological resources or Native American human remains are found to assess the significance of such resources. The Applicant shall submit notification within the first working day after discovery to the Planning Director.
31. The Project applicant/developer have entered into a Treatment Agreement with the Soboba Bands that addresses the treatment and disposition of this Project. Such Agreement addresses both the proper procedures for implementing any necessary new mitigation and/or avoidance of subsequently discovered significant sites. All such mitigation will be determined in conjunction with the appropriate Lead Agenc(ies).
32. All cultural resources, including all archeological artifacts that are found on the Project area, shall be relinquished to the Pechanga and Soboba Bands for proper treatment and disposition.
33. Prior to any clearing, grading and/or construction in a stream bed or a jurisdictionally defined wetland, a California Fish and Game 1603, Stream Bed Alteration Agreement and/or, an Army Corps 404 Permit or exemption certificate shall be obtained.
34. Lineaments identified on the site will be adequately investigated by a subsurface investigation. ~~Provided these features are identified as fault, the investigation~~

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Tentative Tract Map No. 33961 - McSweeny Farms Specific Plan

should determine the regency of faulting and, if warranted, shall provide appropriate building setback recommendations per EIR Mitigation Measure GEO-1.

35. Buffer distances and noise propagation barriers shall be incorporated in areas where noise impacts may exceed noise thresholds per EIR Mitigation Measure NOI-2.

36. Employee car-pooling and other trip reduction measures shall be encouraged for all new development projects and businesses per EIR Mitigation Measure AQ-9.
37. The developer shall coordinate with Riverside Transit Authority (RTA) to identify number and location of bus stops per EIR Mitigation Measure AQ-11.
38. The developer shall undertake the following transportation system management actions per EIR Mitigation Measure TR-3:
 - a. The Riverside Transit Authority should consider and implement, if feasible, service within the project area;
 - b. Transit stops should be located and designed as provided in the Traffic Study;
 - c. The commercial component of the project shall provide on-site bike racks to encourage the use of bicycles as an alternative means of transportation.
39. A Homeowner's Association or appropriate community service district will be responsible for the maintenance of the open space areas. Prior to approval of any development plan for lands adjacent to open space areas, a fire protection/vegetation management plan will be submitted to the City Fire Department for approval per EIR Mitigation Measure FPS-3.
40. The developer shall incorporate buffer distances and noise propagation barriers in areas where construction noise levels may exceed noise thresholds per EIR Mitigation Measure CUMU-2.
41. Prior to and during grading operations, the developer shall incorporate EIR Mitigation Measures CR-1 through CR-8 to reduce the proposed project's incremental contribution to this potential cumulative impact to cultural and archaeological resources located within designated open space areas to a less than significant level.

BUILDING AND SAFETY DEPARTMENT CONDITIONS

Please contact the BUILDING AND SAFETY DEPARTMENT for compliance with the following conditions:

Building Code Requirements

42. As part of the plans for plan check, a detailed structural analysis, in compliance with Chapter 16 of the Uniform Building Code for the building's intended use, shall be provided.

Agency Approvals

43. Prior to the issuance of a building permit, Riverside County Environmental Health Department approval shall be obtained.
44. Prior to the issuance of a building permit, Eastern Municipal Water District approval shall be obtained.
45. Prior to the issuance of a building permit, Air Quality Management District approval shall be obtained.

Miscellaneous

46. Conversion of sales office and model home(s) shall be required prior to sale of model home(s). (Permits for conversion shall be required.)
47. Plans shall be provided and permits shall be obtained for sales office conversion.

PUBLIC WORKS ENGINEERING DIVISION CONDITIONS

Please contact the PUBLIC WORKS ENGINEERING DIVISION for compliance with the following conditions:

Unless otherwise stated, all improvements shall be installed prior to the issuance of a certificate of occupancy or the clearance of a final building permit.

Mapping

48. Final Map No. 33961 is for conveyance purposes only. No building permits shall be issued under this map.
49. When changes to the approved Tentative Map are proposed, a Substantial Compliance Exhibit consisting of an acetate map, in the same scale of the Tentative Map, shall be submitted for review and approval of the City Engineer.
50. The applicant shall coordinate with affected utility companies and obtain any permits as necessary for the development of this project
51. Digitized drawing files of the Final Map, in a City's compatible CAD system, shall be submitted along with original mylar plans.
52. Easement(s) of record not shown on the tentative map shall be relinquished or relocated. Lots affected by proposed easements or easements of record, which cannot be relinquished or relocated, shall be redesigned.

53. Where survey monuments exist, such monuments shall be protected or shall be referenced and reset, pursuant to Business and Professions Code, Sections 8700 to 8805 (Land Surveyors Act).
54. Monuments shall be provided in accordance with City of Hemet Standard Specifications for Public Works Construction Standard M-900 and M-900A. In lieu of Standard M-901, street centerline monuments shall conform with Riverside County Surveyor's Office provided that cross-ties are set in top of curbs and tie sheets are filed with the City Engineer.
55. Prior to recordation of the Final Map, a reproducible map of the proposed subdivision on an 8½" x 11" format, shall be submitted to the Engineering Department.
56. The developer shall submit "Non-interference" letters, to the City, from any utility company that may have rights or easements within the property boundaries.

Streets

State Street

57. Install type "B" curb and gutter on an alignment 38-feet from the centerline in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-201 and ST-101.
58. Remove and replace the existing street pavement to centerline in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard Street Sections.
59. Install street paving from the new gutter lip to 12-feet West of the centerline, in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard Street Sections.
60. Install match-in paving from the new curb and gutter to the existing pavement in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard Street Sections.
61. Street structural sections shall be designed for a Traffic Index (TI) of 9.5. Preliminary soils investigations shall be used by the City Engineer to determine an appropriate R-value and the pavement and the base thickness based on the established TI.
62. Install handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-215A and Uniform Building Code Title 24.

63. Install a 35-foot minimum radius curb return, spandrel and cross gutter in accordance with the City of Hemet Standard Specifications for Public Works Construction.
64. Submit a signing and striping plan, prepared by a California Registered Civil Engineer.
65. Prior to the issuance of a Certificate of Occupancy, install "No Parking At Any Time" signs at the location(s) specified by the City Engineer.
66. Install parkway type sidewalk in accordance with the City of Hemet Standard Specifications for Public Works Construction Standard C-215.
67. Dedicate an additional 25-feet, on the East side of State Street, for Scenic Highway Setback purposes.
68. Install public street lights in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standards G-805, G-808, and G-808A. The plans shall be designed by a registered electrical engineer, and submitted to the City for review and approval.
69. Install stop signs, street name signs and red curb per instructions of the City Engineer.
70. All existing and proposed aerial utility lines shall be relocated and installed underground, in accordance with the City of Hemet Ordinance Bill 05-100, amending Section 82-172 of the Municipal Code.
71. Install street trees 40-feet on-center in accordance with the City of Hemet Street Tree Master Plan. Install automatic irrigations system to trees.
72. Digitized drawing files of all improvement plans, in a City's compatible CAD system, shall be submitted along with original mylar plans.
73. Existing City roads, which will require reconstruction, shall remain open for traffic at all times, with adequate detours, to the satisfaction of the City Engineer.
74. The applicant may receive credit against Development Impact Fees for construction of improvements identified in the City's "Master Facilities Plan", in accordance with Hemet Municipal Code Section 58-64, provided that an agreement is entered into with the City of Hemet prior to the recordation of the Final Map.

Drainage

75. The HUD Flood Insurance Rate Map shows this project to be in Zone A; (no base flood elevation determined).

76. The Developer shall adhere to all Federal Emergency Management Agency (FEMA) regulations and requirements in the event that existing drainage patterns are affected by this development. Prior to the issuance of a grading permit all necessary calculations shall be submitted to the City of Hemet and to any governing Federal agency for review and approval.
77. Prior to the recordation of the Final Map the Developer shall submit to the City Engineer for review and approval, hydrology and hydraulic calculations within and immediately adjacent to the project site. Improvements proposed by the Developer shall be taken into account when analyzing impacts to upstream, adjacent and downstream properties.
78. Any required detention facility shall be located on a lettered lot on the Final Map and be required to mitigate off-site flows through the project site in accordance with City of Hemet Resolution No. 2108.
79. Construction of the detention basin shall include, but not limited to, the following improvements: concrete driveway, perimeter block wall fencing, screened gates, access ramp, outlet structure, discharge pump, irrigation system and landscaping.
80. All interim stormwater detention facilities shall be operated and maintained by the Developer until a permanent system is installed. The removal of interim facilities shall be performed at no cost to the City of Hemet.
81. An underground nuisance water storm drain is required in all streets where upstream street lengths exceed 660 lineal feet.
82. Effective January 1, 2006, all construction projects on one acre or more, in the San Jacinto Watershed, shall apply for coverage under the State General Permit for Storm Water Discharges Associated with Construction Activity (General Permit) Order No. 99-08-DWQ.
83. Prior to the issuance of a Grading Permit, the applicant shall submit to the City for review and approval, a project-specific Water Quality Management Plan (WQMP). This plan shall address Site Design BMPs, incorporate the applicable Source Control BMPs, incorporate Treatment Control BMPs, describe the long-term operation and maintenance requirements for BMPs needing long-term maintenance, and describe the mechanism for funding the long-term operation and maintenance of the BMPs.
84. Install underground storm drain lines and appurtenances, in accordance with the City of Hemet Standard Specifications for Public Works Construction.

85. Drainage easement(s), as required by the City Engineer, shall be shown on the improvement plans and/or grading plans. Recordation of the easement(s) shall be by deed or as part of the Final Map.

Water

86. Domestic water service will be provided by EMWD.

Sewer

87. Domestic sewer service will be provided by EMWD.

Landscaping

88. Prior to the recordation of the Final Map or establishment of the Lighting and Landscape Maintenance District, a landscape plan shall be submitted to Planning and Engineering for review and approval.
89. Submit landscape "as-built" in public areas, and RP principle backflow prevention certification(s) for all water service.

FIRE DEPARTMENT CONDITIONS

Unless specifically stated herein, these conditions shall not be construed to permit or allow deviation from any Federal or State laws nor any of the local codes and ordinances adopted by this jurisdiction. Please contact the Hemet Fire Department, Fire Prevention Division for any questions regarding compliance with the following conditions:

Agency Approvals

90. Prior to the issuance of building permits, written proof shall be provided from the water purveyor that sufficient capacity is available for fire protection. The minimum required fire flow for this project is 1000 GPM @ 20psi residual pressure for a duration of 2 hours, per CFC Appendix III-A. Fire flow and flow duration for buildings without automatic fire protection and having an area in excess of 3,600 square feet shall not be less than specified in Table A-III-A-1.

General

91. The final Conditions of Approval for this project shall be included in any site plan or construction plans submitted for permit issuance. Plans will not be approved without reference to these "conditions".

Hydrants and Fire Protection Systems

92. An approved water supply capable of supplying the required fire flow for fire protection shall be provided on site when any portion of the building or facility is in excess of 150 feet from an approved water supply on a public street, per UFC Section 903.2. The location of on-site hydrants and mains shall be approved by the Fire Marshall prior to permit issuance.
93. Prior to combustible construction commencing, install and/or upgrade, as required by the Uniform Fire Code Section 901.1, street (off-site) fire hydrants pursuant to the City of Hemet Standard Specifications for Public Works Construction. Distance between fire hydrants shall not exceed 300 feet without approval from the Fire Marshal.
94. Prior to combustible construction install, as required by the City of Hemet Fire Marshal, on-site fire hydrants pursuant to the City of Hemet Standard Specifications for Public Works Construction. Travel distance along the fire access route shall not exceed 300 ft. between hydrants without approval from the Fire Marshal.
95. In accordance with the Uniform Fire Code Section 901.3, the water system (mains and hydrants) shall be tested and accepted by the Fire Marshal prior to the commencement of combustible construction.

Access

96. Prior to delivery of combustible materials on site, provide and maintain (an) all weather access roadway(s) 20-feet wide with a 13-foot 6-inch vertical clearance designed to support the imposed loads of fire apparatus in all weather conditions, as approved by the City of Hemet Fire Marshal in accordance with the Uniform Fire Code Sections 902.2.1 and 902.2.2.1 (dirt or native soil does not meet minimum requirements). Minimum turning radius for fire apparatus is 52 feet (outside) and 32 feet (inside). Fire access is required to within 150 ft of all portions of each & every building unless otherwise approved by the Fire Marshal.
97. In accordance with the Uniform Fire Code Section 902.2.2.3, approved turnarounds are required on any access road in excess of 150 feet in length, per City of Hemet Fire Department Standards.
98. All cul-de-sacs shall conform to City Standards for length, width and turnaround radius. Provide secondary access for emergency vehicles on all streets over 600 feet in length or to any development as required by the Fire Department for emergency access and egress. No portion of any public or private street used for fire access shall exceed 12% grade without approval from the Fire Marshal.

99. In accordance with the Uniform Fire Code Section 902.4, security gates if installed, shall be installed with approved automatic devices and/or key switches to allow Fire and Police Department access/egress pursuant to the City of Hemet Municipal Code and Fire Department Standards.
100. Prior to the issuance of a Certificate of Occupancy, an electronic version of the final tract map or site plan shall be submitted for fire suppression use. The scale shall be such that the site plan shall be clearly legible, showing all streets, the building footprints and addresses, fire hydrant locations, Knox box locations (if applicable), and access driveways. The format shall be compatible with the latest version of "AutoCAD" or equivalent.
101. Access During Construction: Access for fire fighting equipment shall be provided to the immediate job site at the start of construction and maintained until all construction is complete. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13'-6". Fire department access roads shall have an all weather driving surface and support a minimum weight of 73,000 lbs (2001 CFC Sec. 902).

END

Attachment No. 3

Tentative Tract Map
No. 32529

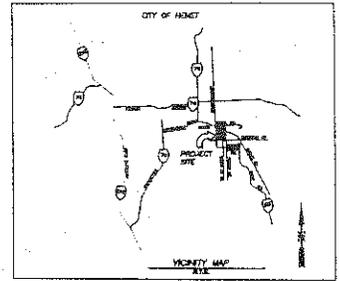
Planning Commission
Meeting of
March 4, 2014

TENTATIVE TRACT MAP NO. 32529

BEING A PORTION OF TRACT 16 OF RANCHO SAN JACINTO VIEJO, AS SHOWN BY MAP FILED ON NOVEMBER 22, 1882, SAN DIEGO COUNTY CALIFORNIA, LOCATED IN THE CITY OF HEMET, COUNTY OF RIVERSIDE CALIFORNIA.

AEI-CASC ENGINEERING, INC.

MAY, 2004



NOTES

- ALL IMPROVEMENTS SHALL BE FOR CITY OF HEMET STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION DATED SEPT. 1999.
- 2002 THOMAS BROS. MAP BOOK: PAGE 241, GRID 241, PAGE 277 GRID 26.
- THE PROPERTY SHOWN HEREIN CONTAINS A PORTION OF THE CONTIGUOUS CONDEMNOR.
- NO SURFACE SEPTIC SYSTEM DISPOSAL IS INTENDED.
- THE PRELIMINARY GEOLOGICAL INVESTIGATION, PREPARED BY PACIFIC WELD ENGINEERING INC. DATED MARCH 16, 2004, STATES THAT NO UNKNOWN ACTIVE FAULTS HAVE BEEN MAPPED AT OR NEAR THE SUBJECT SITE. THE NEAREST KNOWN ACTIVE SURFACE FAULT IS THE SAN JACINTO VALLEY SEGMENT OF THE SAN JACINTO FAULT ZONE THAT IS APPROXIMATELY 4 MILES TO THE NORTHEAST.
- LAND IS NOT SUBJECT TO OVERFLOW, REMEDIATION OR FLOOD HAZARD.
- ANY EXISTING FENCE OR STRUCTURE WITHIN THE PROPOSED PROJECT AREA SHALL BE REMOVED.
- PROJECT IS WITHIN SPECIFIC PLAN NO. 01-2.
- ALL SLOPES ARE 2:1 UNLESS OTHERWISE NOTED.
- ALL STREETS TO BE BUILT FOR THIS MAP WILL BE PUBLIC STREETS.

EASEMENTS:

AN EASEMENT IN FAVOR OF THE PUBLIC FOR ANY PUBLIC ROADS NOW EXISTING ON SAID PROJECT ALSO A RIGHT OF WAY FOR A PUBLIC HIGHWAY, AGREED BY THE COUNTY OF RIVERSIDE THROUGH CONDEMNATION PROCEEDINGS IN ACTION NO. 808 OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF RIVERSIDE. ALSO A RIGHT OF WAY FOR WORKS ROAD ESTABLISHED BY THE BOARD OF SUPERVISORS NOVEMBER 13, 1981. PAGE 4.

UTILITIES

WATER: EASTERN MUNICIPAL WATER DISTRICT
 SEWER: EASTERN MUNICIPAL WATER DISTRICT
 ELECTRIC: SOUTHERN CALIFORNIA Edison COMPANY
 TELEPHONE: SOUTHERN CALIFORNIA GAS COMPANY
 TELEPHONE: VERIZON
 TELEVISION: VERIZON
 WASTE: CITY OF HEMET INTEGRATED WASTE MANAGEMENT

SCHOOL DISTRICT

HEMET UNIFIED SCHOOL DISTRICT

LEGEND

APN 454-170-002 - RIVERSIDE COUNTY FLOOD CONTROL DISTRICT
 CP - FLOODLINE
 SF - FLOODLINE
 SF - SOLAR FEET
 LF - LOW POINT
 LP - LOW POINT
 P.E. - POND ELEVATION
 B.C. - BUILDING SETBACK LINE
 C.G. - OVERHEAD CABLELINE
 TEL - TELEPHONE
 --- 152 --- PROPOSED CONTOUR
 --- 1435 --- EXISTING CONTOUR

LAND USE

EXISTING LAND USE: AGRICULTURAL
 EXISTING ZONING: SPECIFIC PLAN 01-2
 PROPOSED ZONING: SPECIFIC PLAN 01-2
 PROPOSED LAND USE: SPECIFIC PLAN 01-2

ACREAGE

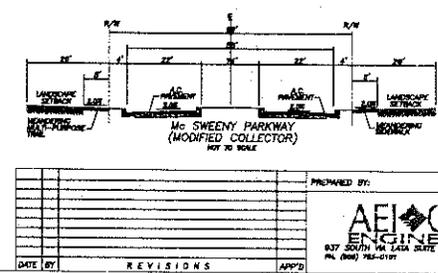
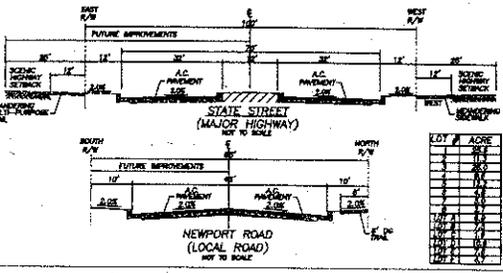
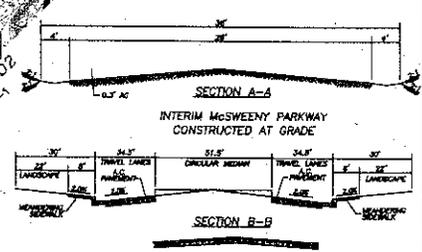
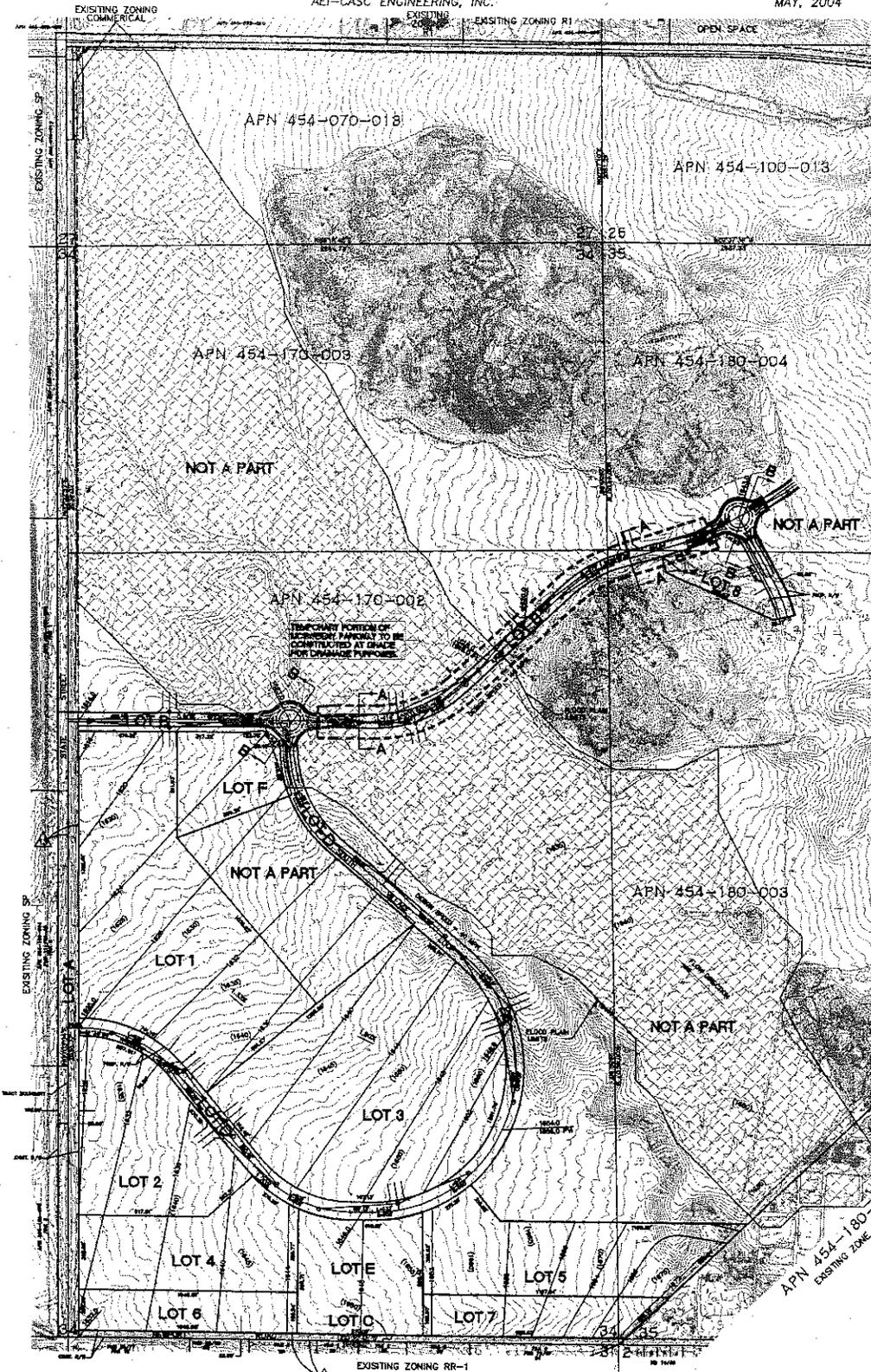
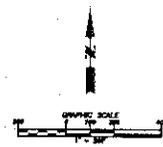
GROSS AREA = 138.4 AC.

OWNERS

APN 454-170-002, 454-180-003
 RANCHO SAN PATRICK
 APN 454-180-004
 MORA P. INCLUDE TRUSTEES OF THE ESTATE J. AND ERLA C. MURPHY FAMILY TRUST

APPLICANT

AEI-CASC ENGINEERING
 2382 HOUSE AVENUE
 HEMET, CA 92343



DATE	BY	REVISIONS	APP'D

PREPARED BY:
AEI-CASC ENGINEERING
 637 SOUTH PA LISA STATE 000 CUSTON, CA 92324
 PH: (909) 763-0191 FAX: (909) 763-0190

TENTATIVE TRACT MAP NO. 32529
 ASSESSOR'S PARCEL NO. 454-170-002; 454-180-003; 454-180-004
 DATE PREPARED: MAY 08, 2004

SHEET NO. 1
 OF 1 SHEETS
 FILE NO.

Attachment No. 4

Tentative Tract Map
No. 33961

Planning Commission
Meeting of
March 4, 2014

28011



IN THE CITY OF HEMET, COUNTY OF FRESNO, STATE OF CALIFORNIA
TENTATIVE TRACT MAP NO. 33961
 A TENTATIVE TRACT MAP OF SECTIONS 27, 28, 29 AND 30 OF TOWNSHIP 1 NORTH RANGE 1 WEST SAN JOAQUIN NATIONAL LANDS WITHIN TRACT NO. 19 OF THE PUBLIC LANDS OFFICE OF THE COUNTY CLERK OF SAN BERNARD COUNTY, CALIFORNIA.
 AET-CASC ENGINEERING, INC.
 AUGUST 2005



NO.	AREA (AC)	AREA (SQ FT)	PERCENT
1	1.00	69,696	100.00
2	1.00	69,696	100.00
3	1.00	69,696	100.00
4	1.00	69,696	100.00
5	1.00	69,696	100.00
6	1.00	69,696	100.00
7	1.00	69,696	100.00
8	1.00	69,696	100.00
9	1.00	69,696	100.00
10	1.00	69,696	100.00
11	1.00	69,696	100.00
12	1.00	69,696	100.00
13	1.00	69,696	100.00
14	1.00	69,696	100.00
15	1.00	69,696	100.00
16	1.00	69,696	100.00
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18	1.00	69,696	100.00
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26	1.00	69,696	100.00
27	1.00	69,696	100.00
28	1.00	69,696	100.00
29	1.00	69,696	100.00
30	1.00	69,696	100.00
31	1.00	69,696	100.00
32	1.00	69,696	100.00
33	1.00	69,696	100.00
34	1.00	69,696	100.00
35	1.00	69,696	100.00
36	1.00	69,696	100.00
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38	1.00	69,696	100.00
39	1.00	69,696	100.00
40	1.00	69,696	100.00
41	1.00	69,696	100.00
42	1.00	69,696	100.00
43	1.00	69,696	100.00
44	1.00	69,696	100.00
45	1.00	69,696	100.00
46	1.00	69,696	100.00
47	1.00	69,696	100.00
48	1.00	69,696	100.00
49	1.00	69,696	100.00
50	1.00	69,696	100.00

STATE OF CALIFORNIA
 COUNTY OF FRESNO
 ENGINEER
 AET-CASC ENGINEERING, INC.
 1111 1/2 STREET, SUITE 100
 HEMET, CALIFORNIA 93743
 LICENSE NO. 10000
 I HEREBY CERTIFY THAT THE ABOVE DESCRIBED TRACT MAP WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA.
 DATE: 8/1/05

NO.	DATE	REVISIONS
1	8/1/05	PRELIMINARY
2	8/1/05	FINAL

APPROVED BY:
AET-CASC
 ENGINEERING

TENTATIVE TRACT MAP NO. 33961
 ASSESSOR'S PARCEL NO. 6
 454-770-002 454-770-003
 454-990-003 454-990-004
 DATE PREPARED: AUGUST, 2005

EXPLANATION
 1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO BE TAKEN AS SHOWN ON THIS MAP.
 4. ALL DIMENSIONS ARE TO BE TAKEN AS SHOWN ON THIS MAP.
 5. ALL DIMENSIONS ARE TO BE TAKEN AS SHOWN ON THIS MAP.
 6. ALL DIMENSIONS ARE TO BE TAKEN AS SHOWN ON THIS MAP.
 7. ALL DIMENSIONS ARE TO BE TAKEN AS SHOWN ON THIS MAP.
 8. ALL DIMENSIONS ARE TO BE TAKEN AS SHOWN ON THIS MAP.
 9. ALL DIMENSIONS ARE TO BE TAKEN AS SHOWN ON THIS MAP.
 10. ALL DIMENSIONS ARE TO BE TAKEN AS SHOWN ON THIS MAP.

Attachment No. 5

Table 7-1 Specific
Plan Phasing Map

Planning Commission
Meeting of
March 4, 2014



Attachment No. 6

Applicant letter dated
February 13, 2014

Planning Commission
Meeting of
March 4, 2014

MCSWEENEY RECOVERY ACQUISITION LLC
1251 Ave. of the Americas, 50th Floor
New York, NY 10020

February 13, 2014

City of Hemet
Planning Division
Attention: Carole L. Kendrick, Assistant Planner
445 E. Florida Ave.
Hemet, CA 92543

RE: *Application to amend that certain McSweeney Farms Final Specific Plan of Land Use (SP 01-2) (the "Specific Plan") and that certain Development Agreement dated May 13, 2004, by and between the City of Hemet and McSweeney Recovery Acquisition LLC, a Delaware limited liability company, as successor-in-interest to Rancho San Patricio Partners, LLC and McSweeney Land Venture, LLC, each a California limited liability company, as amended by that certain Partial Assignment and Assumption of Development Agreement dated February 17, 2005 (collectively, the "Development Agreement")*

Dear Ms. Kendrick:

The purpose of this letter is to provide context for our two recent applications to amend both the Specific Plan and the Development Agreement for the McSweeney Farms Project in Hemet, California.

Due to the deep economic recession that commenced around 2008, development in McSweeney Farms briefly paused from 2008 to 2012. We purchased Phases 2 and 3 of the McSweeney Farms Project out of bankruptcy in May 2011. While much progress has been made in the past few years, economic recovery remains slow. Accordingly, we seek these amendments to achieve the following goals:

1. To extend the term of the Development Agreement for four (4) years (until December 17, 2021), which will provide the developer extra time to properly build out the development as it was intended;
2. To concurrently extend the term of all approved tentative maps for the Project such that those maps terminate concurrently with the Development Agreement;
3. To change the use of Planning Area 35 in the Specific Plan from an equestrian center to a private park, offering McSweeney Farms residents an amenity for which they have expressed a strong desire and that will eliminate identified concerns regarding the regulation, maintenance, and safety of an equestrian center;
4. To provide timing flexibility in constructing Planning Area 35 to respond to the pace of home construction and subsequent annexation into the HOA;
5. To clean up any conflicting terms between the Specific Plan and the conditions attached to the Project's maps; and

6. To add a design review element to the Specific Plan for neighborhood builders to seek Declarant approval prior to any submittal to the City, enforcing the rules, regulations, and guidelines of the HOA and Specific Plan.

We believe that all of these minor changes will greatly enhance our ability to deliver on the vision of the Specific Plan and respond to the needs of the McSweeny Farms community. Thank you in advance for your consideration of these amendments, and please do not hesitate to contact us with any questions.

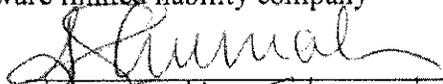
Sincerely,

MCSWEENEY RECOVERY ACQUISITION LLC,
a Delaware limited liability company

By:

Name:

Title:



Jonathan Shunake

Authorized Signatory

AGENDA #6



Staff Report

TO: City of Hemet Planning Commission

FROM: Deanna Elliano, Community Development Director *DE*
Carole L. Kendrick, Assistant Planner *CLK*

DATE: March 4, 2014

RE: **FIRST AMENDMENT TO DEVELOPMENT AGREEMENT NO. 04-001 FOR THE MCSWEENEY FARMS SPECIFIC PLAN (DAA 14-001)** - A proposed amendment to Development Agreement No. 04-001 between the City of Hemet and McSweeney Recovery Acquisition to extend the existing McSweeney Farms (SP 01-02) Development Agreement No. 04-001 for a period of four (4) years, and other minor revisions or updates and consideration of a Notice of Determination that the project is consistent with the Final Environmental Impact Report (FEIR) that was adopted for the underlying project, Specific Plan No. 01-02. The McSweeney Farms Specific Plan is located east of State Street, north of Newport Road and south of Gibbel Road.

PROJECT APPLICANT INFORMATION

Owner: McSweeney Recovery Acquisitions
Applicant: Patrick Parker – Raintree Investments
Project Location: East of State Street, north of Newport Road and south of Gibbel Road
Lot Area: 673± acres

STAFF RECOMMENDATION

The Planning Department recommends that the Planning Commission:

1. Adopt Planning Commission Resolution Bill No. 14-004 (Attachment No. 1), recommending approval to the City Council of Development Agreement No. 14-001 to the McSweeney Farms Development Agreement No. 04-001

BACKGROUND AND DESCRIPTION

On April 13, 2004, the City Council adopted Ordinance No. 1713 approving a development agreement (DA 04-001) for the McSweeney Farms development project, located east of State Street, north of Newport Road and south of Gibbel Road (see Attachment Nos. 2-4 for location). The project involves nine (9) subdivision maps which subdivides 673 acres in the McSweeney Farms Specific Plan (SP 01-02) into 1,640 single family residential lots as shown in Attachment No. 5. The overall project planned for three phases of development to date, Phase I of the project has 241 Certificates of Occupancy issued for single family residences and 69 remaining single family residential lots that are in different stages of construction. The Community Center has also been constructed and issued a Certificate of Occupancy on May 18, 2007. Staff anticipates the completion of Phase I by the end of 2014. No final maps or construction has yet occurred for Phases II or III of the Specific Plan.

The term of the original agreement (Section 2.2 of Attachment No. 6) was for ten (10) years with an expiration date of May 4, 2014 (see Attachment No. 6). However, the Development Agreement provided an automatic extension of ten (10) year term from the date of City approval of a Community Facilities District (Section 2.2a). The City subsequently approved a Joint Community Facilities Agreement (JCFA) with the Hemet Unified School District and LBRED/L-Suncal McSweeney Farms, LLC. The JCFA was fully executed on December 17, 2007, which sets the current expiration for the Development Agreement at December 17, 2017.

The original agreement was between the City, Rancho San Patricio Partners, LLC and McSweeney Land Venture, LLC. McSweeney Recovery Acquisition LLC presently owns the property and is asking for a four (4) year extension of time due to the time lost in the downturn of the economy and results in a new expiration date of December 17, 2021. The proposed amendment also provides the Applicant and the City the ability to update sections in the agreement related to the ownership and revisions to Planning Area No. 35 requested under Specific Plan Amendment No. 14-001 (see Exhibit No. 1A). The proposed amendment is provided as Attachment No. 1A, the original agreement is provided as Attachment No. 6, and the Applicant's letter requesting the amendment is included as Attachment No. 7 to this report.

McSweeney Recovery Acquisition LLC is also requesting that the term of the six (6) of the unrecorded tentative tract maps within the Specific Plan be extended to terminate concurrently with the Development Agreement Amendment. The maps in question and their current expiration date are provided in the table below.

Tentative Tract Map No.	Phase	Acreage	Lots	Current Expiration Date	New Expiration Date
33824	II	58.0	238, 13 Lettered	April 4, 2016	December 17, 2021
33825	II	55.9	259, 10 Lettered	April 4, 2016	December 17, 2021
34659	III	383.93	9 Lettered	September 5, 2015	December 17, 2021
34660	III	160.61	396, 30 Lettered	January 2, 2016	December 17, 2021
34661	III	135.72	427, 23 Lettered	February 2, 2016	December 17, 2021
34662	III	72.41	11, 2 Lettered	April 17, 2016	December 17, 2021

Lettered Lots are unbuildable lots, typically open space, recreation, drainage lots, etc...

Development agreements are tools to provide the developer security and clarity in the development rights associated with an already approved project. The Development Agreement can also be a mechanism for the City to require certain public improvements or amenities of the project. Development agreements are authorized under the Government Code Sections 65864-65869.5 ("Development Agreement Legislation"). This section of state law gives the City of Hemet the authority to enter into a development agreement with any person or entity having a legal or equitable interest in real property for the development of the property.

In adopting the proposed First Amendment to the Development Agreement, the City is acknowledging that the McSweeny Farms project is a valid and desired residential development. The result will be the continued buildout of a planned, single-family residential community with lots ranging in size between 5,000 square feet to four (4) acres. The project also provides approximately 100 acres of open space, trails, parks and paseos. An illustrative of the project is provided as Attachment No. 5 to this report.

DEVELOPMENT AGREEMENT PROVISIONS

The proposed First Amendment to the Development Agreement is provided as Attachment No. 1A. The original adopted Development Agreement DA 04-001 is included as Attachment No. 6 for reference. The original term of the Agreement was for a period of ten (10) years with a provision for automatic extensions under certain circumstances. The Agreement would expire on December 17, 2017. Extending the Agreement by additional four (4) years will allow a future developer to reasonably complete the project.

The Agreement also requires that an annual review of the Owner's compliance with the terms, conditions, and covenants of the Agreement. The costs of such a review will be borne by the

developer for an amount not to exceed \$1,000 annually. This is standard language for most development agreements in the City, but had not been required over the past few years as all the large projects were on hold or in receivership. Now that the economy is improving, the City will be conducting annual reviews of all its Development Agreements to insure compliance.

GENERAL PLAN & SPECIFIC PLAN CONSISTENCY

The project site has General Plan land use designations of Low Density Residential (2.1 to 5.0 d.u./ac.), Low Medium Density Residential (5.1 to 8.0 d.u./ac.), Rural Residential (0.0 to 2.0 d.u./ac.), Hillside Residential (0.0 to 0.5 d.u./ac.), Open Space, Park/Recreation, School, and Community Commercial. The residential density of the project would yield is 2.3 units/acre. The project is in the McSweeney Farms Specific Plan SP 01-02 (See Attachment No. 5). The Planning Commission's role in reviewing the Development Agreement Amendment is to determine if the provisions of the development agreement are consistent with the General Plan. The recommended findings of consistency are found in the Planning Commission Resolution in Attachment No. 1. The project remains consistent with the City's General Plan and the McSweeney Farms Specific Plan. The project will contribute to the overall drainage solution for the area, and comply with all development and design standards of the Specific Plan.

PUBLIC COMMUNICATIONS RECEIVED

On February 20, 2014, the City gave public notice by publishing notice in the Press Enterprise, and mailing said notice to property owners located within the McSweeney Farms Specific Plan (SP 01-02) and property owners located within 300 feet of the McSweeney Farms Specific Plan, of the holding of a public hearing.

At the time of report preparation, the Planning Division has not received any letters of comment from the public. Any comments received prior to the time of the scheduled Planning Commission meeting will be provided to the Commission at the time of the public hearing.

CEQA REVIEW

The City Council adopted an Environmental Impact Report (EIR) by Resolution No. 3779 on November 10, 2003 for Specific Plan No. 01-02 and a Notice of Determination was filed in accordance with CEQA requirements on November 12, 2003. There has been no legal challenge brought against the project or the environmental determination. Staff has reviewed the EIR previously approved for the project in light of the Applicant's submittal of Development Agreement Amendment No. 14-001. The Planning staff finds that Development Agreement Amendment No. 14-001 will not result in an increase in the density or intensity of the project and will not result in project changes that were not previously analyzed under the approved EIR. As such, Development Agreement Amendment No. 14-001 and any effects it may have on the environment, fall within the scope of, and were analyzed under the previously approved EIR for the project. Furthermore, based on the Planning Department staff's knowledge of the project and surrounding developments, that there has been no change in circumstances under which the

project is being undertaken that would require additional analysis under CEQA. Finally, the Planning staff has not been presented with any information contrary to this conclusion nor any information from which it could be fairly argued that Development Agreement Amendment No. 14-001 involves new significant effects on the environment or substantially increases the severity of a previously identified effect. Based thereon, staff recommends that the Planning Commission makes the following findings in accordance with CEQA Guidelines Section 15162:

- A. Development Agreement Amendment No. 14-001 does not propose substantial changes to Specific Plan No. 01-02 that would require major revisions to the existing EIR; and,
- B. No substantial changes have occurred in the circumstances under which Specific Plan No. 01-02 or Development Agreement Amendment No. 14-001 are being undertaken that would require major revisions to the EIR; and,
- C. No new information has been presented from which it may be fairly argued that Development Agreement Amendment No. 14-001 may involve a new significant environmental effect or a substantial increase in the severity of previously identified significant effects, or demonstrated that a mitigation measure previously found to be infeasible is now feasible.

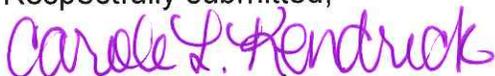
REQUIRED DEVELOPMENT AGREEMENT FINDINGS

The City Council has adopted Resolution No. 2671, specifying the process for approval of development agreements. The Resolution requires that the Planning Commission make five (5) determinations, as set forth in the Resolution. The Commission's role is to determine consistency with the General Plan, not the terms of the agreement. Those determinations, along with the substantiation for each determination, are indicated in the Planning Commission Resolution Bill No. 14-004 included as Attachment 1.

REPORT SUMMARY

The Development Agreement Amendment is an implementation tool for the future development of the McSweeny Farms project and the adopted Specific Plan. It is staff's recommendation that this proposal is in compliance with the General Plan, the McSweeny Farms Specific Plan, Hemet Municipal Code and all other federal, state and local codes.

Respectfully submitted,



Carole L. Kendrick
Assistant Planner



Deanna Elliano
Community Development Director

ATTACHMENTS

- 1) Planning Commission Resolution Bill No. 14-004
Exhibit 1A - Proposed City Council Ordinance Bill No. 14-005 adopting the First Amendment to DA 04-001
- 2) Land Use Designation Map
- 3) Zoning Map
- 4) Aerial Photograph
- 5) McSweeney Farms Specific Plan 01-02 Land Use Plan
- 6) Development Agreement 04-001
- 7) McSweeney Recovery Acquisition LLC letter dated February 13, 2014

INCORPORATED HEREIN BY REFERENCE

City of Hemet General Plan
City of Hemet General Plan EIR
City of Hemet Zoning Ordinance
City of Hemet Subdivision Ordinance
Project Site's Riverside County Integrated Plan Multi-Species Habitat Conservation Plan Summary Report
Contents of City of Hemet Planning Department Project File(s) McSweeney Farms Specific Plan No. 01-02, Specific Plan Amendment No. 14-001, Development Agreement 04-001, Development Agreement Amendment No. 14-001, and Tentative Tract Map Nos. 32529, 33961, 34659, 32717, 33824, 33825, 34660, 34661 and 34662

Attachment No. 1

Resolution Bill No. 14-
004

Planning Commission
Meeting of
March 4, 2014



CITY OF HEMET
Hemet, California

RESOLUTION BILL NO. 14-004

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HEMET, CALIFORNIA, RECOMMENDING APPROVAL TO THE CITY COUNCIL OF DEVELOPMENT AGREEMENT AMENDMENT NO. 14-001 – MCSWEENEY FARMS DEVELOPMENT AGREEMENT (DA 04-001) TO EXTEND THE EXPIRATION DATE BY FOUR YEARS, LOCATED EAST OF STATE STREET, NORTH OF NEWPORT ROAD AND SOUTH OF GIBBEL ROAD.

WHEREAS, on April 13, 2004, the City Council adopted Ordinance No. 1713 approving Development Agreement No. 04-001 for the McSweeney Farms development project; and,

WHEREAS, a public notice was published in the Hemet News section of the Press Enterprise giving notice of a public hearing to be held by the Planning Commission on Development Agreement Amendment No. 14-001. The public hearing was held before the Planning Commission on the 4th day of March, 2014, at the hour of 6:00 p.m., with all testimony received being made a part of the public record; and,

NOW, THEREFORE, be it resolved that in consideration of the evidence and findings in the Staff Report dated March 4, 2014. And in consideration of the evidence received at the hearing, and for the reasons discussed by the Commission members at said hearing, the Planning Commission now finds, determines and resolves as follows:

SECTION 1: Development Agreement Findings

- A. The development agreement amendment is consistent with the objectives, policies, general land uses and programs in the General Plan and any specific plan.
- *The proposed amendment to Development Agreement No. 04-001 will assist in the development of the McSweeney Farms Specific Plan (SP 01-02). The proposed development of single family residential lots with approved Tentative Tract Maps 32717, 33824, 33825, 34660, 34661 and 34662 will provide an overall density of 2.3 d.u./ac. The Specific Plan*

Planning Commission Resolution Bill No. 14-004
Development Agreement Amendment No. 14-001 for DA No. 04-001
MCSWEENEY FARMS

1 *remains consistent with the Low Density Residential, Low Medium Density*
2 *Residential, Rural Residential, Hillside Residential, Open Space,*
3 *Park/Recreation, School and Community Commercial land designations.*

- 4 • *The Specific Plan has land use plans, design guidelines and standards*
5 *that eliminate conflicts between adjacent lands uses, while providing clear*
6 *buffers and transitions between dissimilar uses. The Specific Plan*
7 *preserves significant environmental features and incorporates open space*
8 *into the fabric of the new development.*
- 9 • *The Hemet General Plan calls for master planned communities and*
10 *facilities that reduce the cost of facilities and public infrastructure*
11 *improvements by eliminating uncertainties as to future utility,*
12 *transportation, and school capacities. The McSweeney Farms Specific plan*
13 *provides master utility, circulation and open space plans for future*
14 *development.*

- 15
- 16 B. *The development agreement amendment is compatible with the use*
17 *authorized in, and the regulations prescribed for, the land use districts in*
18 *which the real property is located.*

19

20 *The Development Agreement specifies development that is only allowed in*
21 *the McSweeney Farms Specific Plan (SP 01-02) for detached single family*
22 *residential.*

- 23
- 24 C. *The development agreement amendment is in conformity with public*
25 *convenience, general welfare and good land use practice.*

26

27 *The proposed development is designed to provide safe access for*
28 *residents, visitors and emergency vehicles. Multiple points of access will*
29 *be provided for all development. Open space reserve areas have been set*
30 *aside to protect and preserve the sensitive wildlife habitat found in the area.*
31 *The unique topographic features of the site have been retained with the*
32 *steeper portions of the site kept in open space preserves.*

- 33
- 34 D. *The adoption of the development agreement amendment will not be*
35 *detrimental to the health, safety, and general welfare.*

36

37 *The adoption of the Development Agreement will convey vested rights to*
38 *develop the McSweeney Farms Specific Plan. Future land uses and*
39 *intensities have been analyzed so as to determine compatibility and safety*
40 *for existing development surrounding these areas as well as future*
41 *residents, visitors and businesses in these particular areas. Adequate*
42 *parking and vehicular and pedestrian access is provided. Off-site*
43 *improvements will be constructed which will insure traffic safety.*
44 *Landscaping in appropriate areas will be installed to prevent erosion and*

Planning Commission Resolution Bill No. 14-004
Development Agreement Amendment No. 14-001 for DA No. 04-001
MCSWEENEY FARMS

1 *allow adequate drainage and storm water flow. Conditions of approval*
2 *have been required which will provide for improved streets, curbs, gutters,*
3 *sidewalks, sewer, water, and drainage improvements.*

- 4
5
6 E. The adoption of the development agreement will not adversely affect the
7 orderly development of property or the preservation of the property value.

8
9 *The Development Agreement requires that future development be*
10 *constructed in accordance with the plans and specifications submitted to*
11 *and approved by the City of Hemet. The plans and specifications of the*
12 *City of Hemet have been developed specifically to implement the Hemet*
13 *General Plan, federal, state and local regulations, and to preserve and*
14 *protect property values.*

15
16 **SECTION 3: CEQA COMPLIANCE**

17
18 The City Council adopted an Environmental Impact Report (EIR) by Resolution
19 No. 3779 on November 10, 2003 for Specific Plan No. 01-02 and a Notice of
20 Determination was filed in accordance with CEQA requirements on November
21 12, 2003. There has been no legal challenge brought against the project or the
22 environmental determination. Staff has reviewed the EIR previously approved for
23 the project in light of the Applicant's submittal of Development Agreement
24 Amendment No. 14-001. The Planning staff finds that Development Agreement
25 Amendment No. 14-001 will not result in an increase in the density or intensity of
26 the project and will not result in project changes that were not previously
27 analyzed under the approved EIR. As such, Development Agreement
28 Amendment No. 14-001 and any effects it may have on the environment, fall
29 within the scope of, and were analyzed under the previously approved EIR for
30 the project. Furthermore, based on the Planning Department staff's knowledge
31 of the project and surrounding developments, that there has been no change in
32 circumstances under which the project is being undertaken that would require
33 additional analysis under CEQA. Finally, the Planning staff has not been
34 presented with any information contrary to this conclusion nor any information
35 from which it could be fairly argued that Development Agreement Amendment
36 No. 14-001 involves new significant effects on the environment or substantially
37 increases the severity of a previously identified effect. Based thereon, staff
38 recommends that the Planning Commission makes the following findings in
39 accordance with CEQA Guidelines Section 15162:

- 40
41
42 A. Development Agreement Amendment No. 14-001 does not propose
43 substantial changes to Specific Plan No. 01-02 that would require major
44 revisions to the existing EIR; and,
45
46 B. No substantial changes have occurred in the circumstances under which

Planning Commission Resolution Bill No. 14-004
Development Agreement Amendment No. 14-001 for DA No. 04-001
MCSWEENY FARMS

1 Specific Plan No. 01-02 or Development Agreement Amendment No. 14-
2 001 are being undertaken that would require major revisions to the EIR;
3 and,
4

- 5 C. No new information has been presented from which it may be fairly argued
6 that Development Agreement Amendment No. 14-001 may involve a new
7 significant environmental effect or a substantial increase in the severity of
8 previously identified significant effects, or demonstrated that a mitigation
9 measure previously found to be infeasible is now feasible.
10

11
12 **SECTION 4: PLANNING COMMISSION ACTIONS**
13

14 The Planning Commission hereby takes the following actions:
15

- 16 1. The Planning Commission, based upon the findings herein, recommends that the
17 City Council adopt the attached ordinance incorporating the proposed amendment to
18 Development Agreement No. 04-001.
19

20
21 **PASSED, APPROVED AND ADOPTED** this 4th day of March, 2014, by the
22 following vote:
23

24
25 AYES:
26 NOES:
27 ABSTAIN:
28 ABSENT:
29
30
31
32

33 _____
34 John Gifford, Chairman
35 Hemet Planning Commission

36 ATTEST:
37
38

39 _____
40 Melissa Couden, Records Secretary
41 Hemet Planning Commission

**Planning Commission Resolution Bill No. 14-004
Development Agreement Amendment No. 14-001 for DA No. 04-001
MCSWEENY FARMS**

Exhibit

No. 1A

Proposed City Council

Ordinance Bill

No. 14-005

Planning Commission

Meeting of

March 4, 2014



**CITY OF HEMET
Hemet, California
ORDINANCE BILL NO. 14-005**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
HEMET, CALIFORNIA, APPROVING AN AMENDMENT TO
DEVELOPMENT AGREEMENT NO. 04-01 FOR THE
MCSWEENEY FARMS PROJECT.**

WHEREAS, on September 23, 2003, November 10, 2003 and November 25, 2003, the City Council considered, at duly noticed public hearings, and voted to approve, introduce and/or adopt Specific Plan No. 01-2, General Plan Amendment No. 01-1 and certified an Environmental Impact Report for the McSweeney Farms Project;

WHEREAS, on April 13, 2004, the City Council adopted Ordinance No. 1713 approving Development Agreement No. 04-1 for the McSweeney Farms development project; and,

WHEREAS, due to the economic downturn, the current owner of the McSweeney Farms property, McSweeney Recovery Acquisition, LLC ("Owner") requested certain amendments be made to the Development Agreement, including an extension of the term; and,

WHEREAS, the City and Owner have reached mutual agreement and desire voluntarily to enter into a First Amendment to Development Agreement No. 04-1 to extend the term of the Development Agreement by four years ("First Amendment"); and

WHEREAS, the City Council finds that the approval of this First Amendment does not trigger the application of any new or increased development fees or exactions or new or changed land use regulations to the project; and,

WHEREAS, on March 4, 2014, the Planning Commission, after duly noticed public hearing, recommended approval of the First Amendment.

1 **NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF HEMET DOES**
2 **HEREBY ORDAIN AS FOLLOWS:**

3 **SECTION 1: APPROVAL OF FIRST AMENDMENT.**

4 The First Amendment, attached hereto as Exhibit "A" and incorporated herein by
5 this reference, is hereby approved and adopted by the City Council and the City
6 Manager is authorized to execute the First Amendment.

7 **SECTION 2: SEVERABILITY.**

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

16 **SECTION 3: EFFECTIVE DATE.**

17 This Ordinance shall take effect thirty (30) days from its passage by the City
18 Council of the City of Hemet.

19 **SECTION 4: PUBLICATION.**

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

26 **INTRODUCED** at the regular meeting of Hemet City Council on _____ 2014.

27 **APPROVED AND ADOPTED** this ____ day of _____ 2014.

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Larry Smith, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

DRAFT

1 State of California)
2 County of Riverside)
3 City of Hemet)

4 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the
5 foregoing Ordinance was introduced and first read on the ____ day of _____ 2014,
6 and had its second reading at the regular meeting of the Hemet City Council on the ____
7 day of _____, 2014, and was passed by the following vote:

8 **AYES:**

9 **NOES:**

10 **ABSTAIN:**

11 **ABSENT:**

12 _____
13 Sarah McComas, City Clerk
14
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EXHIBIT "A"
FIRST AMENDMENT

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
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**EXEMPT FROM RECORDER FEES PURSUANT TO
GOV. CODE § 27383**

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
"McSweeny Farms"**

by and between

the

CITY OF HEMET

and

MCSWEENY RECOVERY ACQUISITION, LLC

Dated _____, 2014

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
"McSweeny Farms"

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("Amendment"), which is dated for reference as indicated on the cover page, is hereby entered into by and between the CITY OF HEMET, a California general law city ("City"), and MCSWEENEY RECOVERY ACQUISITION, LLC, a Delaware limited liability company ("Owner"), as follows. City and Owner may be collectively referred to herein as the "Parties."

RECITALS

- A. City and Rancho San Patricio Partners, LLC and McSweeny Land Venture, LLC, each a California limited liability company ("Original Owners") entered into a Development Agreement dated May 13, 2004, recorded by the Riverside County Recorder as Document Number 2004-0364986 ("Original Agreement"), providing the terms and conditions under which the Original Owners planned to develop approximately 673 acres of land located within the City, the legal description of which is attached as Exhibit "A" hereto ("McSweeny Farms Project"). The Original Agreement was partially assigned to Owner's predecessor-in-interest pursuant to that certain Partial Assignment and Assumption of Development Agreement effective as of February 17, 2005, recorded by the Riverside County Recorder as Document Number 2005-0400321 (the "Assignment"). The Original Agreement, as amended by the Assignment, is hereinafter referred to as the "Agreement." All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement.
- B. The McSweeny Farms Project is now under new ownership. Owner is now in control of the McSweeny Farms Project, and per Section 1.14 of the Agreement has succeeded in interest to the rights and obligations of the Original Owners under the Agreement.
- C. The original Term of the Agreement was for ten (10) years. The Parties contemplated that the McSweeny Farms Project would be entirely built-out by the expiration of the original Term. Due to national, state, and regional market and economic conditions beyond the control of either the Owner or the City, the McSweeny Farms Project requires additional time for completion. Therefore, the Parties desire to extend the Term of the Agreement by four (4) years as provided herein.
- D. The City finds that this Amendment is not a "Subsequent Development Approval," as that phrase is defined in Section 1.19 of the Agreement, because this Amendment does not substantially modify the McSweeny Farms Project, as provided for under the Existing Development Approvals, or have the legal effect of substantially amending any one or more of the Existing Development Approvals or the Agreement. Therefore, this Amendment will not trigger the application of any Subsequent Land Use Regulations, or new or increased Development Exactions or Development Impact Fees, including the MSHCP Fee per Section 5.4.2 of the Original Agreement.
- E. The Parties acknowledge that certain obligations contained in the Agreement have been satisfied, including but not limited to, payment of the Development Agreement Fee, as

referenced in Section 3.3 of the Original Agreement through the first bond issuance of CFD 2005-3, and this Amendment is not intended to revive any obligations that have been satisfied.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the Parties do hereby enter into this Amendment which modifies and amends the Agreement as follows:

1. **INCORPORATION OF RECITALS.** The City Council finds that the foregoing recitals are true and correct and incorporates them herein by reference.
2. **AMENDMENTS.** The Agreement is hereby amended as follows:

2.1 Term. Section 2.2 of the Agreement is hereby amended to read:

Term. The Parties agree that the Effective Date of this Agreement is December 17, 2007 per Section 2.2a. The term of this Agreement shall commence on the Effective Date and shall extend for a period of fourteen (14) years thereafter, unless this Agreement is terminated, modified, or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto. The Parties therefore agree that the expiration date of this Agreement is December 17, 2021. This Agreement shall terminate and be of no force and effect upon the occurrence of the entry of a final judgment or issuance of a final order after exhaustion of any appeals directed against the City as a result of any lawsuit filed against the City to set aside, withdraw, or abrogate the approval by the City Council of City of this Agreement.”

2.2 McSweeney Farms Project. Section 1.15 (“McSweeney Farms Project”) of the Agreement is hereby amended to read:

“*McSweeney Farms Project*” shall mean that certain residential/commercial/mixed-use development consisting of six hundred seventy-three (673) acres which would permit one thousand six hundred forty (1,640) residential units, one hundred (100) acres of open space, twelve (12) acres of commercial space, three (3) acres of private park, and one (1) proposed school site to be constructed on the Property, together with a community center and a swimming pool, landscaping, and on and off-site improvements, as permitted under, and as more fully described in, the Existing Development Approvals.”

2.3 Approved Maps Co-Terminous with Agreement. Under the Agreement, Owner is vested to develop the McSweeney Farms Project on the Property in accordance with, and to the extent permitted in, the Existing Land Use Regulations and the Agreement. The Parties hereby agree that those certain Tentative Tract Map Nos. 33824 (adopted under Planning Commission Resolution No. 06-14 on April 4, 2006), 33825 (adopted under Planning Commission Resolution No. 06-15 on April 4, 2006), 34659 (adopted under Planning Commission Resolution No. 06-029 on September 5, 2006), 34660 (adopted under Planning Commission Resolution No. 07-001 on January 2, 2009), 34661 (adopted under Planning Commission Resolution No. 07-002 on February 2, 2007), and 34662 (adopted under Planning Commission Resolution No. 07-012 on

April 17, 2007) (together with all conditions and requirements imposed in connection with the approval thereof, the "Tentative Map Approvals") are consistent with the Existing Land Use Regulations and the Agreement. Accordingly, Owner's vested rights under the Agreement include the Tentative Map Approvals, and the Tentative Maps Approvals shall expire concurrently with the expiration date of the Agreement (as extended by this Amendment).

2.4 Notices. Section 10.5 ("Notices") of the Agreement is hereby amended by replacing the existing addresses for notice with the following:

To City: City of Hemet
Attn: City Manager
445 E. Florida Avenue
Hemet, CA 92543
Facsimile: (951) 765-3785

With a copy to: City Attorney
Attn: Eric S. Vail, Esq.
Burke, Williams & Sorensen, LLP
2280 Market Street, Suite 300
Riverside, CA 92501
Facsimile: (951) 788-5785

To Owner: McSweeney Recovery Acquisition, LLC
Attn: Jon Shumaker
1251 Avenue of the Americas, 50th Floor
New York, NY 10020
Facsimile: (212) 977-9505

With a copy to: Gibson, Dunn & Crutcher LLP
Attn: Amy R. Forbes, Esq.
333 South Grand Avenue, Suite 4900
Los Angeles, CA 90071
Facsimile: (213) 229-6151

3. GENERAL PROVISIONS.

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

3.2 Definitions. Except as otherwise stated in this Amendment, the terms and phrases used herein shall be interpreted in accordance with the definitions stated in the Agreement.

3.3 Integration. This Amendment consists of pages 1 through 5 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this Amendment.

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

3.5 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Amendment.

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement on the date and year first written above.

CITY:

THE CITY OF HEMET

By: _____
Wally Hill, City Manager

ATTEST:

Sarah McComas, City Clerk

APPROVED AS TO FORM

Eric S. Vail, City Attorney

MCSWEENY RECOVERY ACQUISITION, LLC,
a Delaware limited liability company

By: _____
Michael Barr

By: _____
Jon Shumaker

NOTE: OWNER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO OWNER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

(SIGNATURE OF NOTARY)

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

INDIVIDUAL

CORPORATE OFFICER

TITLE OR TYPE OF DOCUMENT

TITLE(S)

NUMBER OF PAGES

PARTNER(S)

LIMITED

GENERAL

DATE OF DOCUMENT

ATTORNEY-IN-FACT

TRUSTEE(S)

SIGNER(S) OTHER THAN NAMED ABOVE

GUARDIAN/CONSERVATOR

OTHER _____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

(SIGNATURE OF NOTARY)

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

INDIVIDUAL

CORPORATE OFFICER

TITLE OR TYPE OF DOCUMENT

TITLE(S)

NUMBER OF PAGES

PARTNER(S)

LIMITED

GENERAL

DATE OF DOCUMENT

ATTORNEY-IN-FACT

TRUSTEE(S)

SIGNER(S) OTHER THAN NAMED ABOVE

GUARDIAN/CONSERVATOR

OTHER _____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

EXHIBIT "A"

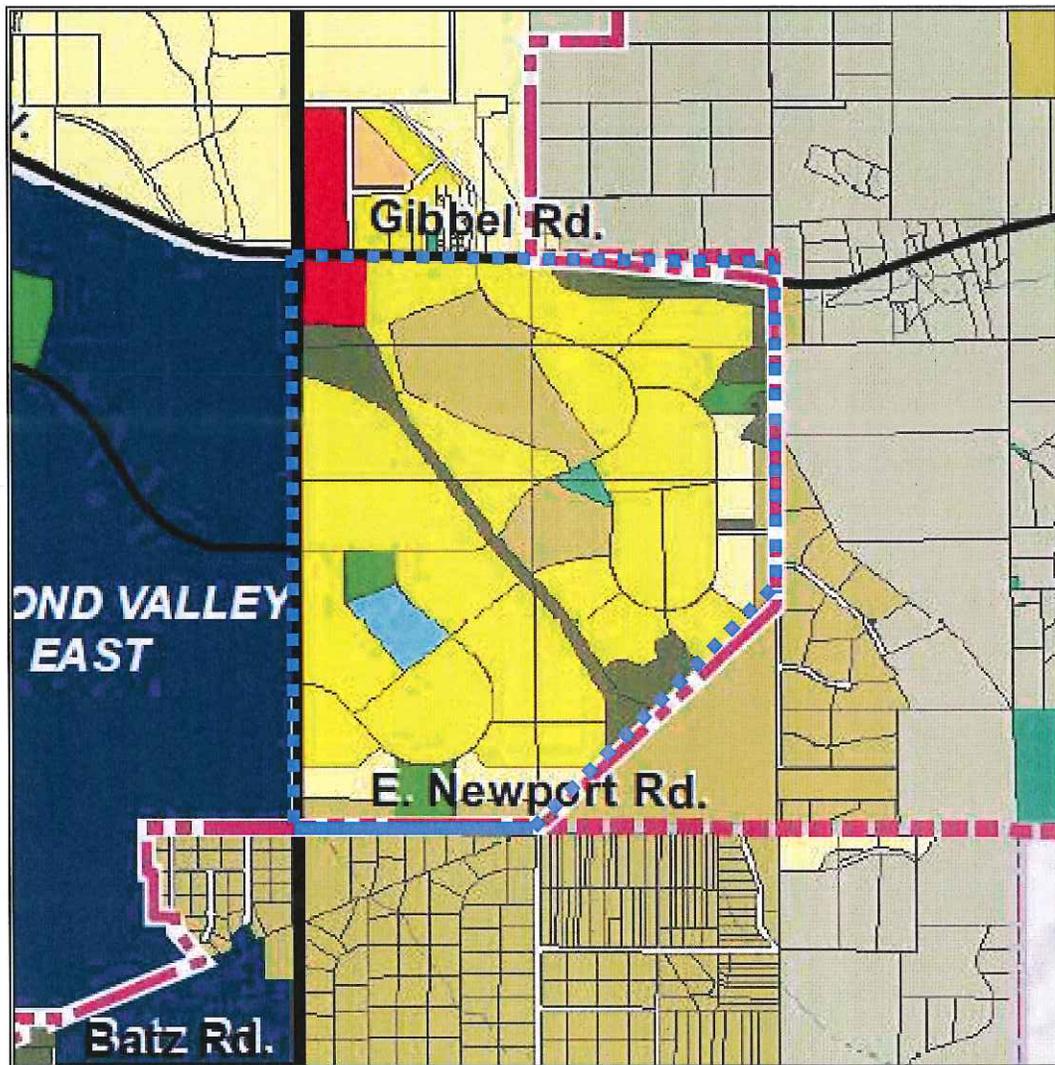
LEGAL DESCRIPTION OF MCSWEENEY FARMS PROPERTY

Attachment No. 2

Land Use Designation Map

Planning Commission
Meeting of
March 4, 2014

DEVELOPMENT AGREEMENT AMENDMENT NO. 14-001 LAND USE DESIGNATION MAP



Attachment No. 3

Zoning Map

Planning Commission
Meeting of
March 4, 2014

**Attachment
No. 4
Aerial Photograph**

**Planning Commission
Meeting of
March 4, 2014**

DEVELOPMENT AGREEMENT AMENDMENT NO. 14-001 AERIAL MAP



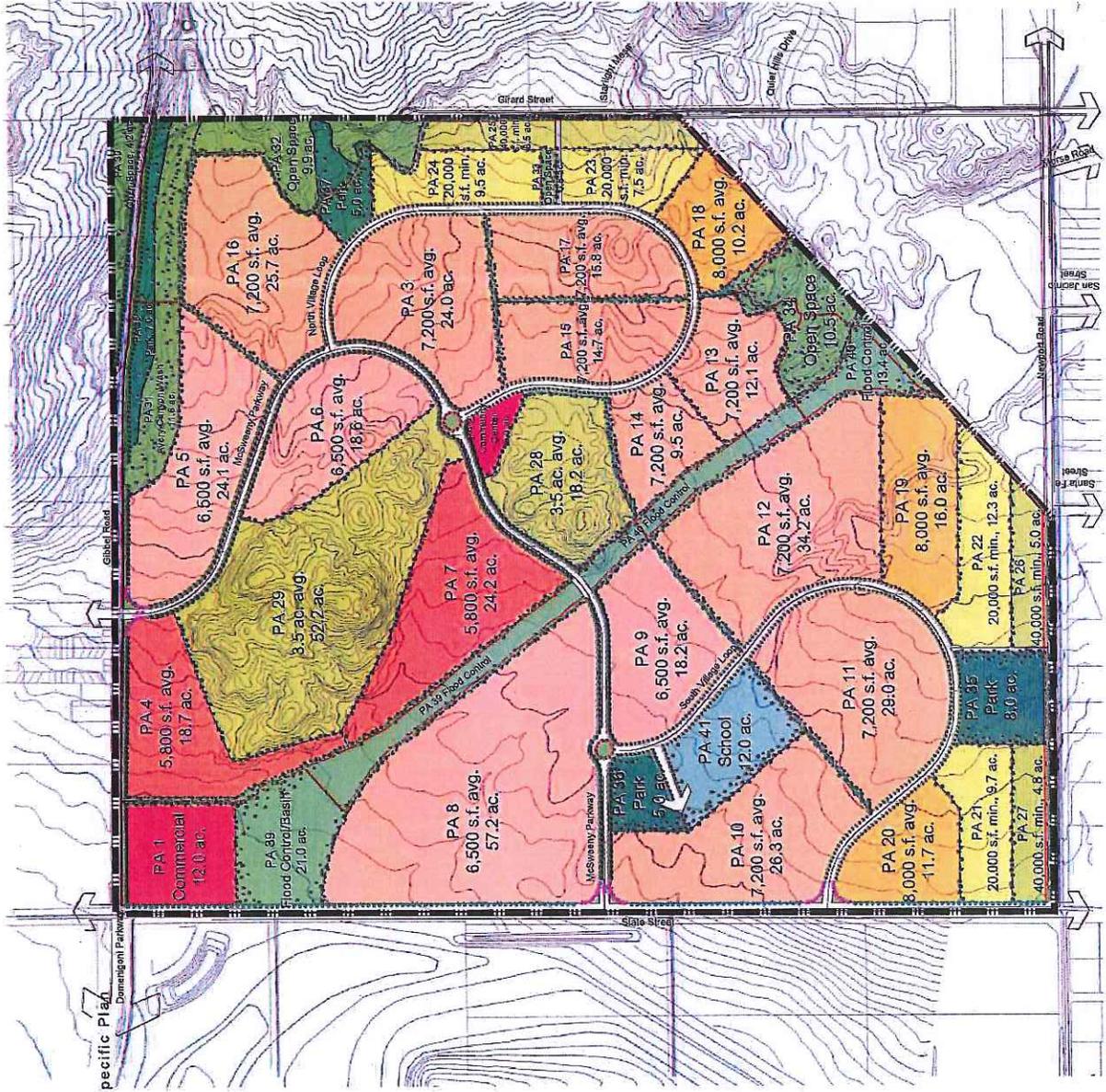
Attachment No. 5

McSweeney Farms Specific
01-02 Land Use Plan

Planning Commission
Meeting of
March 4, 2014

Illustrative Plan (with Average Lot Size) Figure 1-6

- Commercial
- R-1 (5,800 sq.ft. avg.)
- R-1 (6,500 sq.ft. avg.)
- R-1 (7,200 sq.ft. avg.)
- R-1 (8,000 sq.ft. avg.)
- R-1 (20,000 sq.ft. avg.)
- R-1 (40,000 sq.ft. avg.)
- Open Space
- Cactus Valley Channel
- Park
- School
- Equestrian Trail
- Paseo



McSweeney Farms Specific Plan
SPA

AEI/CASC
ENGINEERING
307 South Valley Lane, Suite 900
Oroville, CA 95966
Tel: 530.871.0000
December 2013

City of Hemet

**Attachment
No. 6
Development
Agreement 04-001**

**Planning Commission
Meeting of
March 4, 2014**



**CITY OF HEMET
Hemet, California
Ordinance No. 1713**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
HEMET, CALIFORNIA APPROVING DEVELOPMENT
AGREEMENT 04-1 BETWEEN THE CITY OF HEMET AND
RANCHO SAN PATRICIO, LLC AND MCSWEENEY LAND
VENTURE, LLC**

WHEREAS, California Government Code Section 65864 et seq. (the "Development Agreement Statute") provides the underlying authority for cities to enter into binding agreements with the owners of real property which agreements vest certain rights in the owner of the property in exchange for providing certain public benefits; and,

~~**WHEREAS**, the City has implemented the Development Agreement Statute by adopting Ordinance 1639 adding Section 58-67 to the Hemet Municipal Code authorizing the City Council to consider and approve development agreements; and,~~

WHEREAS, Rancho San Patricio Partners, LLC and McSweeney Land Venture, LLC has submitted an application for approval of Development Agreement No. 04-1 as set forth in Exhibit A for that project known as McSweeney Farms Specific Plan for which the City has previously approved an Environmental Impact Report, and,

WHEREAS, on March 16, 2004, at a public hearing noticed in accordance with Government Code Section 65687, the Hemet Planning Commission reviewed and considered the application for the Development Agreement and, finding it to be consistent with the City's General Plan, the General Plan Design Guidelines, within the scope of the previous Environmental Impact Report, recommended it for approval to the City Council; and,

WHEREAS, on March 23, 2004, at a public hearing noticed in accordance with Government Code Section 65687, the Hemet City Council reviewed and considered the application for the Development Agreement and heard any testimony for and against the project that was presented at the hearing or made part of the public record.

NOW THEREFORE, The City Council of the City of Hemet ordains as follows:

SECTION 1: The City Council, based on the entire record before it, including any testimony heard at the public hearing of this matter or made part of the public record, does

1 find as follows:
2

- 3 1. The Development Agreement is consistent with the objectives, policies, general land
4 uses and programs in the General Plan and any specific plan.
5

6 The proposed Development Agreement will assist in the development of the
7 McSweeney Farms Specific Plan (SP 01-2), in the County of Riverside. The Specific
8 Plan is deemed consistent with the General Plan.
9

10 The specific plans have land use plans, design guidelines and standards that eliminate
11 conflicts between adjacent land uses, while providing clear buffers and transitions
12 between dissimilar uses (Hemet General Plan, p. 2).
13

14 The architectural design guidelines in the specific plans will guide development away
15 from "trendy" architectural designs and a paucity of "corporate chain" architecture
16 (Hemet General Plan, p. 2).
17

18 The specific plans preserve significant environmental features and incorporate open
19 space into the fabric of the new development (Hemet General Plan, p. 2). Portions of
20 the McSweeney Farms Specific Plan will remain as permanent open space amenity with
21 a variety of recreational uses. The McSweeney Farms Specific Plan also has a system
22 of open spaces that link all areas of the specific plan together.
23

24 The Hemet General Plan calls for master planned communities and facilities that
25 reduce the cost of facilities and public infrastructure improvements by eliminating
26 uncertainties as to future utility, transportation, and school capacities. (Hemet General
27 Plan, p. II-A-19) The McSweeney Farms Specific Plan provides master utility,
28 circulation, school and open space plans for future development.
29

- 30
31 2. The development agreement is compatible with the use authorized in, and the
32 regulations prescribed for, the land use districts in which the real property is located.
33

34 The Development Agreement specifies development that is only allowed in each of
35 the specific plans or under the current zoning designations of the City and the
36 County.
37

- 38 3. The Development Agreement is in conformity with public convenience, general
39 welfare and good land use practice.
40

41 The proposed development is designed to provide safe access for residents, visitors
42 and emergency vehicles. Multiple points of access will be provided for all
43 development. Open space reserve areas have been set aside to protect and
44 preserve the sensitive wildlife habitat found in the area. The unique topographic

1 features of the site have been retained with the steeper portions kept in open space
2 preserves.

- 3
4 4. The adoption of the Development Agreement will not be detrimental to the health,
5 safety, and general welfare.

6
7 The adoption of the Development Agreement will convey vested rights to develop
8 the McSweeny Farms Specific Plan. Future land uses and intensities have been
9 analyzed so as to determine compatibility and safety for existing development
10 surrounding these areas as well as future residents, visitors and businesses in these
11 particular areas. Adequate parking and vehicular and pedestrian access is provided.
12 Off-site improvements will be constructed which will insure traffic safety.
13 Landscaping in appropriate areas will be installed to prevent erosion and allow
14 adequate drainage and storm water flow. Conditions of approval have been required
15 which will provide for improved streets, curbs, gutters, sidewalks, sewer, water, and
16 drainage improvements.

- 17
18 5. The adoption of the Development Agreement will not adversely affect the orderly
19 development of property or the preservation of the property value.

20
21 The Development Agreement requires that a future development be constructed in
22 accordance with the plans and specifications submitted to and approved by the City
23 of Hemet. The plans and specifications of the City of Hemet have been developed
24 specifically to implement the Hemet General Plan, federal, state and local
25 regulations, and to preserve and protect property values. Substantial land use
26 buffering in the form of open space preserve is proposed in the development to
27 adequately protect the surrounding areas.

28
29
30 **SECTION 2:** The City Council of the City of Hemet hereby takes the following action
31 by adoption of this Ordinance:

- 32
33 1 Development Agreement No. 04-1 is hereby approved.
34
35 2. The Mayor is authorized and directed to evidence such approval by executing the
36 Development Agreement for, and in the name of, the City of Hemet; and the City
37 Clerk is directed to attest thereto; provided however, that the Development
38 Agreement shall not be executed until this Ordinance takes effect.
39
40 3. The City Clerk is hereby directed to record one executed original of the Development
41 Agreement with the Recorder for the County of Riverside within ten (10) days after
42 this Ordinance takes effect.
43
44

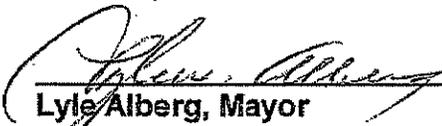
1 **SECTION 3:** This Ordinance shall take effect thirty (30) days after its enactment in
2 accord with California law.
3

4 **SECTION 4:** If any section, subsection, subdivision, sentence, clause, phrase, or
5 portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the
6 decision of any court of competent jurisdiction, such decision shall not affect the validity of
7 the remaining portions of this Ordinance. The City Council hereby declares that it would
8 have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause,
9 phrase, or portion thereof, irrespective of the fact that any one or more sections,
10 subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared
11 invalid or unconstitutional.
12

13 **SECTION 5:** The City Clerk is authorized and directed to cause this Ordinance to
14 be published within fifteen (15) days after its passage in a newspaper of general circulation
15 and circulated within the City on accordance with Government Code Section 36933(a) or,
16 to cause this Ordinance to be published in the manner required by law using the alternative
17 summary and pasting procedure authorized under Government Code Section 39633(c).
18

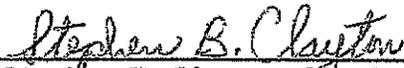
19 **INTRODUCED** at the regular meeting of Hemet City Council on March 23, 2004
20
21

22 **APPROVED AND ADOPTED** this 13TH day of April, 2004.
23
24

25
26
27 
28 _____
29 **Lyle Alberg, Mayor**

30 **ATTEST:**

APPROVED AS TO FORM:

31
32
33
34 
35 _____
36 **Stephen B. Clayton, City Clerk**

37 
38 _____
39 **Eric Vail, Assistant City Attorney**

1 State of California)
2 County of Riverside)
3 City of Hemet)
4

5 I, Sarah J. McComas, Deputy City Clerk of the City of Hemet, do hereby certify that the
6 foregoing Ordinance was introduced and first read on the 23rd day of March, 2004, and had
7 its second reading at the regular meeting of the Hemet City Council on the 13th day of April,
8 2004, and was passed by the following vote:
9

10 **AYES:** Council Members Lowe, Meadows and Van Arsdale and
11 Vice Mayor Tandy

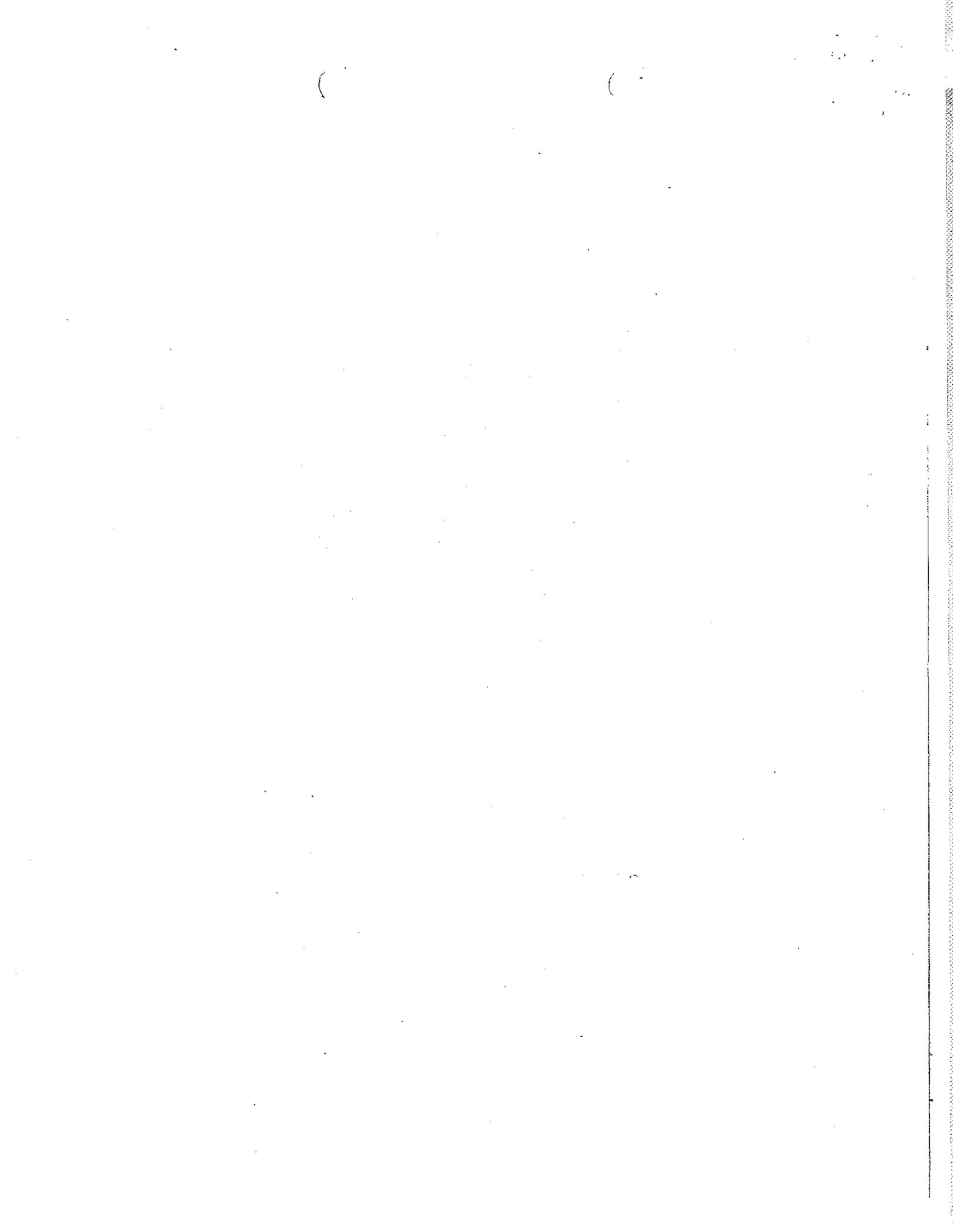
12 **NOES:**

13 **ABSTAIN:**

14 **ABSENT:** Mayor Alberg

15 
16 _____
17 Sarah J. McComas, Deputy City Clerk
18
19

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DEVELOPMENT AGREEMENT

[McSweeny Farms]

By and Between

CITY OF HEMET

and

RANCHO SAN PATRICIO PARTNERS, LLC

and

MCSWEENY LAND VENTURE, LLC

DATED: May 13, 2004

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DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement"), dated for reference purposes as first indicated on the cover page, is entered into by and between the CITY OF HEMET, a California general law Municipal Corporation ("City") and Rancho San Patricio Partners, LLC, a California limited liability company and McSweeny Land Ventures, LLC, a California limited liability company ("Owner") as follows:

RECITALS

A. The Legislature of the State of California has adopted California Government Code Sections 65864 through 65869.5 ("Development Agreement Legislation") which authorizes a city to enter into a binding development agreement with persons having legal or equitable interests in real property located within a city's municipal boundaries for the development of such property in order to, among other things, encourage and provide for the development of public facilities; to support development projects; provide certainty in approval of development projects in order to avoid a waste of resources and escalation in project costs and encourage an investment in and commitment to comprehensive planning which will make maximum efficient utilization of resources at the least economic cost to the public land; provide assurance to the applicants for development projects that they may proceed with their projects in accordance with existing policies, rules and regulations and subject to the conditions of approval of such projects as provided in such annexation and/or development agreements.

B. Pursuant to the Development Agreement Legislation, by Ordinance No. 1639 adopted January 23, 2001, the City adopted Section 58-67 of the Hemet Municipal Code which authorizes the City to enter into binding agreements with persons having legal or equitable interest in real property located within the City's municipal boundaries thereby establishing the conditions under which such property may be developed in the City.

C. Owner is the fee owner of approximately 673 acres of undeveloped land located within the County of Riverside, hereinafter referred to as the "Property" and as more particularly described herein. The Property is within the sphere of influence of the City of Hemet which intends to annex the Property. Owner has requested that the City consider entering into this Agreement for the "McSweeny Farms Project," as more particularly described herein, in order to create an environment in which the Owner may be certain of, and vested with, its rights to develop the Property. Pursuant to Government Code section 65865(a), this Agreement will become effective on the completion of such annexation.

D. The terms and conditions of this Agreement have been found to be fair, just, and reasonable after extensive review by the staff of the City, the City's Planning Commission, and the City Council of City of Hemet and the Agreement as follows:

(1) On September 23, 2003, November 10, 2003 and November 25, 2003 the City Council considered, at a duly noticed public hearings, and voted to approve, introduce and/or adopt the following land use entitlements and documents:

a. Specific Plan No. 01-2;

b. General Plan Amendment No. 01-1; and
c. Certified Environmental Impact Report for the McSweeney Farms Project.

(2) On March 16, 2004, the Planning Commission considered, at a duly noticed public hearing, and voted to recommend to the City Council approval of this Development Agreement as reflected in PC Resolution No. 03-63.

(3) On March 23, 2004, the City Council introduced and had the first reading of this Development Agreement by Ordinance Bill No. 04-019.

(4) On April 13, 2004, the City Council considered and approved, after a duly noticed public hearing, this Development Agreement by Ordinance 1713.

E. In adopting this Agreement, City understands that Owner will acquire certain vested rights regarding development of McSweeney Farms Project on the Property and that this Agreement will bind future City Councils to its terms to the extent allowed by law.

F. City acknowledges the benefit the McSweeney Farms Project will provide to the community and desires to encourage the undertaking and completion of the McSweeney Farms Project and to provide a greater level of development certainty for the Owner by entering into this Agreement.

G. City finds and determines that it will be in the best interests of its citizens and the public health, safety and welfare will be served by entering into this Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above Recitals and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following words and phrases shall have the meaning set forth below:

1.1 **"Action"** shall mean any suit (whether legal, equitable, or declaratory in nature), proceeding or hearing (whether administrative or judicial), arbitration or mediation (whether voluntary, court-ordered, binding, or non-binding), or other alternative dispute resolution process, and the filing, recording, or service of any process, notice, claim, demand, lien, or other instrument.

1.2 **"City"** shall mean the City of Hemet, a general law, municipal corporation formed and existing under the laws of the State of California and any successor-in-interest to the rights, obligations, and powers of the City.

1.3 *"County"* shall mean the County of Riverside.

1.4 *"Development Costs"* shall mean all the costs and expenses which must necessarily be incurred in the design, development, construction and completion of the McSweeney Farms Project, including but not limited to: predevelopment costs; Owner's overhead and related costs; design and engineering costs; development costs; construction costs; fees payable to accountants, appraisers, architects, attorneys, biologists, construction managers, engineers, geologists, hydrologists, inspectors, planners, testing facilities, and other consultants; utility connection fees and other utility related charges; costs relating to financing including principal, interest, points, fees and other lender charges; escrow fees and closing costs; recording fees; court costs; costs relating to insurance; costs relating to title insurance; costs relating to bonds; and all other costs and expenses of Owner related to the performance of this Agreement.

1.5 *"Development Exaction"* shall mean any requirement of the City in connection with or pursuant to any Land Use Regulation or Existing Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests, consistent with this Agreement.

1.6 *"Development Impact Fees"* shall mean those development impact fees imposed and levied by the City (subject to possible credits under Section 3.2.2 hereof) to recover the cost of planned public facilities and to mitigate impacts of projects on the City as follows:

- Traffic Control Facility Fee (Transportation-Signals Fee)
- Road and/or Bridge Facility Fee (Transportation - Roads, Bridge Fee)
- General Facility & Equipment Fee
- Solid Waste Facility & Equipment Fee
- Storm Drainage Facilities Fee

- Streets & Thoroughfares Fee
- Fire Protection Facilities & Equipment Fee (Fire Mitigation Fee)
- Development Impact Fee
- Administrative Program Processing Fee
- Law Enforcement Facilities Fee
- Archeological Resource Mitigation Fee
- Park, Regional Parks, and/or Open Space Mitigation Fee
- Public Facilities Fee

1.7 *"Effective Date"* shall mean the date upon which the Ordinance approving this Agreement becomes effective, which date is thirty (30) days following the date the City Council adopted such Ordinance absent a referendum challenge.

1.8 *"Existing Development Approval(s)"* shall mean those certain land use development permits and approvals issued, approved, and/or certified by the City Council or the City's Planning Commission as specified in Recital D, specifically including McSweeney Farms Specific Plan; General Plan Amendment No. 021-1 but also including any land use or building permits and approvals issues, approved, and/or certified as of the Effective Date of this

Agreement by the City Council, City's Planning Commission, Community Development Director or Building Official for the McSweeney Farms Project.

1.9 *"Existing Land Use Regulation"* shall mean a Land Use Regulation existing, effective, and made a matter of public record as of the Effective Date of this Agreement.

1.10 *"General Plan"* means the City of Hemet General Plan as of the date of this Agreement, as amended.

1.11 *"Implementing Approvals"* shall mean those procedures, reviews, permits and approvals that are ministerial in nature and necessary to implement the Existing Development Approvals and this Agreement, including, but not limited to grading plan check, grading permits, building plan check, building permits, encroachment permits, sign review, sign permits, landscape plan review, engineering plan check, and encroachment permits; provided, however, any City actions taken in connection with such Implementing Approvals shall be consistent with the Existing Development Approvals and the Existing Land Use Regulations.

1.12 *"Land Use Regulations"* shall mean all ordinances, resolutions, codes, rules, regulations, and official policies of City, governing the development and use of land including without limitation, the permitted use of land; the density or intensity of use; subdivision requirements; the maximum height and size of proposed buildings; the provisions for reservation or dedication of land for public purposes; and the design, improvement, and construction standards and specifications applicable to the development of the Property which have been adopted and are effective and are a matter of public record as of the Effective Date of this Agreement. "Land Use Regulations" does not include any County or City ordinance, resolution, code, rule, regulation, or official policy, governing:

- (a) The licensing or regulation of businesses, professions, and occupations;
- (b) Sales taxes, ad valorem property taxes, or voter approved general or special taxes and assessments;
- (c) The control and abatement of nuisances;
- (d) The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property; and/or
- (e) The exercise of the power of eminent domain.

1.13 *"Litigation Expenses"* shall mean all costs and expenses, to the extent such are reasonable in amount, that are actually and necessarily incurred in good faith by the Prevailing Party directly related to the Action, including, but not related to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys' fees, consultant fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs, and any other cost or expense reasonably and necessarily incurred by the prevailing party in good faith and directly related to the Action. Where attorneys' fees are to be paid by Owner to the City's law firm on behalf of, or in defense of, City, the rate to

be paid shall be the full litigation rate charged by the City's law firm to the City in accord with the City's contract with that law firm.

1.14 "**Owner**" shall mean Rancho San Patricio Partners, LLC, a California [limited liability company and McSweeny Land Ventures, LLC a California limited liability company] having its principal place of business at 2829 S. State Street, CA, 92343, and who is authorized to conduct business, and is doing business, within California. As of the Effective Date of this Agreement, Owner owns fee title to the Property. The term "Owner" shall also include all assignees, to the extent permitted under this Agreement, of the rights and obligations of Owner under this Agreement, and any successor-in-interest to Owner having a legal and/or equitable interest in the Property.

1.15 "**McSweeny Farms Project**" shall mean that certain residential/commercial/mixed-use development consisting of six hundred seventy three (673) acres which would permit one thousand six hundred forty (1,640) residential units, one hundred (100) acres of open space, twelve (12) acres of commercial space, three (3) acres of an equestrian center and one proposed school site to be constructed on the Property together with a community center and a swimming pool, landscaping, and one and off-site improvements, as permitted under, and as more fully described, in the Existing Development Approvals.

1.16 "**Property**" shall mean a certain Tract of real property located on the east side of State Street between Gibbel and Newport Road, within the County of Riverside, State of California, as more particularly described in the legal description in Attachment 1 and depicted in Attachment 2 both of which are attached hereto and incorporated herein by this reference.

1.17 "**Public Improvement**" shall mean those public improvements, including but not limited to, streets, street lights, traffic signals, curbs, gutters, sidewalks, parkway landscaping, irrigation systems, storm drains, sewers, and other public facilities directly related to McSweeny Farms Project and required to be constructed and installed in the existing public rights-of-way and/or on areas of McSweeny Farms Project to be dedicated to the City by Owner as specifically required under the Existing Development Approvals, including but not limited to Section 4 of the Specific Plan.

1.18 "**Specific Plan**" shall mean the McSweeny Farms Specific Plan approved by City as a part of the Existing Development Approvals.

1.19 "**Subsequent Development Approvals**" shall mean any land use development permit and/or approval obtained after the Effective Date of this Agreement that substantially modifies McSweeny Farms Project as provided for under the Existing Development Approvals, or that seeks to, or will have the legal effect of, substantially amending any one or more of the Existing Development Approvals, or this Agreement.

1.20 "**Subsequent Land Use Regulation**" shall mean any Land Use Regulation adopted, effective, and made a matter of public record after the Effective Date of this Agreement.

1.21 "**Transportation Uniform Land Use Regulation**" shall mean the existing development impact fee imposed and levied under City of Hemet Ordinance No. 03-013 adopting the "Transportation Uniform Mitigation Fee Program." This program establishes a fee

known as the Transportation Uniform Mitigation Fee("TUMF"). The purpose of the TUMF is to mitigate the traffic impacts of local development on, and to provide funds for the improvement and expansion of, existing and planned regional transportation and circulation facilities (including, but not limited to, regionally significant state, county, and local, arterials, highways, and freeways) within Riverside County or such other sub-region of Riverside County, the boundaries of which exceed the boundaries of the City of Hemet as they exist on the Effective Date of this Agreement and as they may hereafter be expanded by approved annexation. The City has decided to participate in this regional program through the adoption of Ordinance No. 03-013. It is acknowledged that this Project is NOT exempt from TUMF.

2. SCOPE OF DEVELOPMENT

2.1 **Scope of Development.** During the Term of this Agreement, Owner shall be entitled to, and vested with the right to, develop McSweeny Farms Project on the Property, subject to the terms and conditions of this Agreement and in accordance with the following provisions under this Section 2.0.

2.2 **Term.** The term of this Agreement shall commence on the Effective Date and shall be for an initial period of ten (10) years which ten year period will commence with the date of annexation of the Property into City so long as such annexation occurs within twenty-four months (24) of the Effective Date, unless this Agreement is terminated, modified, or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto. This Agreement shall terminate and be of no force and effect upon the occurrence of the entry of a final judgment or issuance of a final order after exhaustion of any appeals directed against the City as a result of any lawsuit filed against the City to set aside, withdraw, or abrogate the approval by the City Council of City of this Agreement. The initial term will be extended as follows:

a) If City approves a community facilities district for construction of improvements relating to the Property, the initial term will be automatically extended to a date which is ten (10) years from the date of City's approval of the community facilities district so long as such approval occurs within twenty-four (24) months after annexation of the Property into City.

2.3 **Maximum Density (Intensity of Use).** The maximum density of structures permitted on the Property shall be as set forth in Existing Development Approvals for the specified planning areas.

2.4 **Maximum Building Height.** The maximum height of any building or other structure on the Property shall be as set forth in the Existing Development Approvals.

2.5 **Maximum Building Size.** The maximum size of any building or other structure on the Property shall be consistent with the maximum lot coverage standards as permitted under the Existing Development Approvals

2.6 **Development Costs.** Owner shall be solely responsible for payment of all Development Costs incurred in connection with developing McSweeny Farms Project on the Property.

2.7 Dedication of Rights-of-Way for Public Improvements. Owner shall give and dedicate such rights-of-way, easements, agreements, licenses, and other grants of rights ("Dedications") to the City as are reasonably required to accomplish the survey, design, construction, inspection, testing, operation, maintenance and repair of the Public Improvements. It is understood, acknowledged, and agreed by Owner that such Dedications may include, but are not limited to, fee parcels, and permanent or temporary rights-of-way or easements for public purposes (including street and utility use, slope, drainage, maintenance, construction, entry and/or access, and encroachment permits). Owner agrees that the making of such Dedications are part of the consideration provided by Owner for this Agreement, that Owner shall not seek, nor have a right to seek, any compensation from City for such Dedications, and that Owner shall not pursue any legal action for compensation, including inverse condemnation or eminent domain, with regard to such Dedications.

2.7.1 Flood Control Improvements. Notwithstanding the foregoing, Owner and City acknowledge that the Cactus Valley and Avery Canyon flood control improvements are subject to the jurisdiction of the Riverside County Flood Control District (RCFCD). Accordingly, upon completion of such improvements, Owner shall make an irrevocable offer of dedication of such flood control improvements to RCFCD. If RCFCD fails to accept such irrevocable offer of dedication within six months of the date of such offer, City agrees that it will accept an irrevocable offer of dedication from Owner of such flood control improvements.

2.8 Schedule of Performance. Owner shall, in good faith, use commercially reasonable efforts to undertake, commence, and thereafter diligently pursue to completion, the development of the McSweeney Farms Project subject to the following provisions:

2.8.1 Timing of Development. The parties acknowledge that Owner cannot at this time specifically predict when, or the rate at which, the McSweeney Farms Project will be constructed and completed. Such decisions depend upon numerous factors, which are not within the control of Owner, such as market orientation and demand, availability of financing, interest rates, absorption, competition, and other similar market factors. Since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties, it is the intent of City and Owner to cure any possible deficiency in this Agreement arising from the same legal infirmity, by acknowledging and providing that the Owner shall have the right to develop McSweeney Farms Project on the Property in such order, at such rate, and at such times during the Term of the Agreement, as the Owner deems appropriate within the exercise of its independent business judgment.

2.8.2 Schedule Does Not Limit Development. The timing of development provided in this Section shall not limit Owner's right to commence and complete all of McSweeney Farms Project in such order and in such phases as Owner determines to be commercially reasonable.

2.9 Owner's Representations and Warranties. Owner represents and warrants that, to the best of its knowledge, the following are accurate and true as of the Effective Date of this Agreement:

2.9.1 Title and Possession. Owner owns fee title to the Property and is the sole person in legal possession of the Property. All other persons holding legal or equitable interests in the Property shall be bound by this Agreement.

2.9.2 No Legal Actions. No Action to acquire, partition, or quiet title or any interest in the Property, or any Action that is reasonably likely to impair, encumber, or otherwise adversely impact title to the Property or Owner's rights, title, or interest to or in the Property is pending or otherwise imminent (including written threats to commence such Action), and to the best of Owner's knowledge there are no facts upon which a third party could reasonable base, maintain, or threaten such an Action.

2.9.3 No Legal Impediments to Agreement. No contract, lease, or other agreement, whether recorded or unrecorded, bars, prohibits, limits or otherwise impairs Owner's ability to enter into this Agreement and to encumber the Property with this Agreement.

2.10 Cooperation. City agrees that it shall accept for processing and promptly take action on all applications for Implementing Approvals, provided they are in a proper form and acceptable for required processing in accordance with the Existing Development Approvals and the provisions of this Agreement. City agrees to establish, in conjunction with Owner, a "fast-tracking" procedure for implementation of the Project on the Property. City shall cooperate with Owner in providing expeditious review of any such applications, permits, or land use approvals and, upon request and payment of any costs and/or extra fees associated therewith by Owner, City shall assign to such applications, planner(s), building inspector(s), and/or other staff personnel as the City deems reasonably necessary to facilitate the timely processing, consideration for approval, and inspection of the Project. City agrees that, at owners request the City will retain the services of one or more professional consultants to provide planning, environmental, plan checking, and inspection services to facilitate timely processing, consideration of approval, and inspection of the Project, provided that Owner first deposits the full amount of the estimated costs of such services with the City and that Owner shall be responsible for one hundred percent (100%) of the cost of such professional consultant's work. The City agrees to consult with Owner concerning the professional consultant(s) to be retained by the City, but City shall have the sole and absolute discretion in selecting the professional consultant(s).

3. PUBLIC BENEFITS & IMPROVEMENTS

3.1 Public Benefit. The parties acknowledge and agree that this Agreement confers private benefits on the Owner that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on the Owner by imposition of the Development Agreement Fee set forth in Section 3.3 hereof. City acknowledges, as partial consideration for this Agreement, the Development Agreement Fee will be payable by Owner as provided in section 3.3 hereof which fee will be utilized to further mitigate the impact of the McSweeney Farms Project.

3.2 Public Improvements. Owner shall, at its sole cost and expense, unless expressly provided to the contrary herein, design, install, and construct the following Public Improvements relating to McSweeney Farms Project:

3.2.1 On & Off-Site Improvements. Owner shall design, install and construct all on-site, off-site, and Public Improvements for McSweeny Farms Project as specifically required under the Existing Development Approvals.

3.2.2 Credits and Reimbursements. Notwithstanding the foregoing, it is the intent of the parties that Owner remain eligible to obtain credits against development impact fees paid or to be paid and/or to obtain reimbursement of costs incurred or to be incurred in designing and constructing Public Improvements to the extent Owner would otherwise qualify under the existing Land Use Regulations, including, but not limited to, Hemet Municipal Code §§ 58-64, 58-65, and/or 58-66. City acknowledges that upon annexation of the Property, it will revise and recalculate its development impact fee ordinance(s) to take into account the impact of such annexation on its development impact fee structure, including but not limited to:

3.2.3 addition of the Cactus Valley, Lorenz Canyon and Avery Canyon flood control improvements, including project storm drains with a flow conveyance larger than forty-eight (48) inches in diameter and associated appurtenances as listed projects calculated into such fee structure.

3.2.4 construct State Street from Gibbel Road to Newport Road at its ultimate half-section width as a Major highway in conjunction with development.

3.2.5 construct Gibbel Road from State Street to the east edge of the project commercial zone as an Enhanced Collector section.

3.2.6 construct Gibbel Road from the east boundary of the commercial site to the overall east project boundary at its ultimate half-section width as a Collector in conjunction with development.

3.2.7 construct Newport Road from State Street to the east project boundary at its ultimate half-section width as a Collector in conjunction with development.

3.3 Development Agreement Fee. Owner shall pay to City a Development Agreement Fee equal to Six Hundred Twenty Five Dollars (\$625.00) for each single-family housing unit constructed on the Property (totaling One Million Dollars Twenty Five Thousand Dollars (\$1,025,000) for 1,640 lots). The Development Agreement Fee shall be payable at the time of issuance of a building permit for any such housing unit within the McSweeny Farms Project.

3.4 Public Works Standards. With respect to the Public Improvements only, if required by applicable laws to do so, Owner shall perform such work in the same manner and subject to the same requirements as would be applicable to City or such other public agency should it have undertaken such construction; provided, however that (i) the requirements and specifications set forth in Section 4 of the Specific Plan shall take precedence over general City requirements, and (ii) Owner shall construct the flood control improvements to the Cactus Valley and Avery Canyon channels in accordance with the standards established by the Riverside County Flood Control District and/or other applicable State or Federal standards

3.5 Compliance with Prevailing Wage Law. The following provisions regarding the application of prevailing wages shall apply to the Project:

3.5.1 No Monetary Assistance to Project. The parties acknowledge that this Agreement does not, and is not intended to, vest the Developer with any right to obtain monetary assistance from the City for design, construction or installation of any part of the Project. With the exception of certain Public Improvements described herein, the Project is a privately funded, privately constructed project which the parties understand, based on existing law, decisions of the California courts, and public works determinations of the Director of the Department of Industrial Relations, is not a "public work" within the meaning of Labor Code Section 1720 and is not subject to payment of prevailing wages or other compliance with the Prevailing Wage Laws (Labor Code Section 1720 et seq.).

3.5.2 Public Improvements. City and Developer acknowledge that the design, construction, and installation of certain Public Improvements identified in Figures 4-1 through 4-11 of the McSweeney Farms Specific Plan are required as conditions of approval upon development of the Project. However, as of the Effective Date of this Agreement, the exact method and manner by which these Public Improvements will be financed and completed has not been determined. Although this Agreement does not provide the Developer with a vested right to any City provided assistance for the design, construction or installation of the Public Improvements, the parties acknowledge: (i) that Developer may request that City form a Community Facilities District or other form of assessment or special tax district to pay for, or reimburse, the cost of designing, constructing and installing the Public Improvements; (ii) that City may request Developer to design certain facilities with supplemental capacity and to reimburse Developer for the incremental additional cost of such facilities; or (iii) that Developer may seek credits against certain Development Impact Fees levied by City against the Project for Developer's design, installation, and construction of the Public Improvements.

3.5.2.1 In the event that one or more Public Improvement(s) is/are financed, funded or otherwise paid for, in whole or in part, as described in clause (i) or (ii) above, the parties agree the Developer and its contractors and their subcontractors shall pay prevailing wages for the design, installation, and construction of such Public Improvement and shall also comply with the requirements of the Public Wage Laws. The prevailing wage rate for each classification of trade necessary for the design, installation, and construction of the Public Improvement is on file with the Office of the City Clerk of City. Furthermore, the parties, intend that the safe harbor provided in Labor Code Section 1720(c)(2) apply, agree that no more money, or the equivalent of money, than is necessary to complete the Public Improvement(s) shall be provided by City or such special district and City shall maintain no proprietary interest in the Project.

3.5.2.2 In the event that Developer seeks credits for the design, construction and/or installation of one or more Public Improvement(s) as described in clause (iii) above, the parties acknowledge that the state of existing law is unclear as to whether such projects are required to comply with the prevailing wage law or not. Therefore, at the time such Public Improvements are to be designed, installed, and constructed for which Developer intends to seek a credit against the payment of Development Impact Fees, then the parties shall review the then existing law, court decisions, and public works determinations and consult as to whether

compliance with the Prevailing Wage Law is required. If the parties agree that work is considered a public work under Labor Code Section 1720, then the Developer and its contractors and their subcontractors shall pay prevailing wages for the design, construction and installation of the Public Improvement(s) and otherwise comply with the Prevailing Wage Law as provided in Section 3.5.2.1. above. If the parties agree that work is not considered a public work under Labor Code Section 1720, then the Developer and its contractors and their subcontractors shall not be required to pay prevailing wages for the design, construction and installation of the Public Improvement(s) and otherwise comply with the Prevailing Wage Law as provided in Section 3.5.2.1. above. If the parties cannot, in good faith, agree on the application of the Prevailing Wage Law, then Owner shall deposit with the City a payment bond meeting the following requirements: (1) the payment bond shall be issued by an "admitted surety insurer," as that term is defined in Code of Civil Procedure Section 995.120(a), that is acceptable to the City; (2) to the extent applicable, the payment bond shall comply with the California Bonds and Undertaking Law (Code of Civil Procedure Section 99.010 et seq.); (3) the payment bond shall be for an amount equal to one hundred fifty percent (150%) of the City's calculation of the difference between total wages to be paid by the developer using non-prevailing wage rates, and total wages that would be paid if the prevailing wage rate was utilized; (4) the payment bond shall provide that the surety will pay, on demand of City, the amount of wages, penalties, interest, costs, and attorneys fees that are determined by the DIR, DLSE or similar department or agency of the State to be due, but which are unpaid by Owner or its contractors, for work on the Public Improvement; (5) the payment bond shall provide for non-release of the surety as provided in Civil Code Section 3225; and (7) the payment bond shall remain in full force and effect until the statute of limitations on such wage claims had expired. A complete and executed payment bond shall be provided to the City at least ten (10) days prior to commencement of any construction activities on the Public Improvement.

3.5.3 Waiver of Actions. Developer, for itself and its contractors, hereby expressly agrees that City has satisfied its obligations under the Prevailing Wage Laws to identify projects as being subject to the Prevailing Wage Laws and any other obligations imposed upon the City under Labor Code Sections 1726 and/or 1781 that are owed to or may be actionable by Developer and its contractors. Furthermore, Developer, for itself and its contractors hereby expressly waives any right of action against the City created under Labor Code Sections 1726 and/or 1781, whether known, or unknown, foreseen or unforeseen relating to the Project and/or any Public Improvement.

3.6 Financing of Facilities and Services. City and developer acknowledge that (i) significant infrastructure and offsite improvements will be necessary in connection with construction of the project on the Property, and (ii) the developer's preferred method of financing such infrastructure and improvements will be through a community facilities district that may, in the City's discretion, be created by City and the subsequent issuance of bonds in connection therewith. Accordingly, City acknowledges Owner will request that City conduct proceedings for, support the establishment of, and issue bonds of one or more community facilities district(s) (the "Facilities CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the Government Code (the "Act"), or other types of assessment districts to finance the planning, design, construction, installation, and acquisition of municipal facilities, the acquisition of the parcels of real property, rights-of-way and easements where those facilities will be located, as

identified in Figures 4-1 through 4-11 of the Specific Plan, and/or any tentative tract or parcel map implementing the Specific Plan, and the payment of the fee identified in Section 3.3 [Development Agreement Fee] of this Agreement. City's decision to establish and issue bonds of the Facilities CFD shall be made in the reasonable exercise of the City's discretion. In the event the City establishes and issues bonds of the Facilities CFD then City shall be entitled to reimbursement for the actual costs to establish the Facilities CFD, but shall impose no additional fee or charge for such proceedings, provided however, that Owner shall pay an "Administration Fee" to City in an amount determined to be appropriate by the parties, payable at the time of issuance of the first building permit. In connection with the formation of a Facilities CFD for the Property, City agrees to (i) timely process any request by Developer for the formation of a Facilities CFD for the Property, (ii) cooperate with Developer, consultants, bond counsel and underwriters in the design and analysis of a Facilities CFD, and (iii) provided that Owner, bond counsel, the underwriters, and other necessary consultants have in good faith cooperated with City and have otherwise timely completed, and used their best efforts to complete, their tasks, City shall use its best efforts to cause the City Council and any other appropriate committee or bodies of the City to consider and make a final determination regarding formation of the Facilities CFD within twelve (12) months of Owner's filing of an application for formation. In addition, in the event that City establishes the Facilities CFD at Owner's request, then Owner agrees to support the formation of the of a services CFD (the "Services CFD") pursuant to the act, to finance City public safety services to and within the Project for which the City, based on the report of an independent fiscal consultant using methodology commonly accepted by fiscal consultants, has determined that revenues received by the City and generated by the Project will total less than the cost of City public safety services to and within the Project. The maximum tax rate for the Services CFD shall not exceed Three Hundred Dollars and No Cents (\$300.00) per residential unit annually.

4. OPERATION AND MAINTENANCE

4.1 Operation. Owner, and its successors and assigns, shall operate and manage McSweeny Farms Project, or cause McSweeny Farms Project to be operated and managed, in a commercially reasonable manner using best management practices.

4.2 Maintenance. At all times while Owner retains ownership of any parcel comprising the Property, Owner shall keep and maintain that portion of the Property in a clean, safe, and sanitary condition free from debris, graffiti and waste materials and in good order and repair, except that construction materials and debris may be allowed to accumulate, to the extent reasonable in areas in which construction is currently on-going.

4.3 Effect and Duration of Covenants. The covenants established in this Agreement shall, without regard to technical classification and designation, burden the Property and run with the land, and shall be binding upon Owner and its successors and assigns and any person claiming an interest in the Property by or through them. The covenants are for the benefit and in favor of Owner, McSweeny Farms Project, and the City. The City shall have the right, but not the obligation, to enforce any or all of the covenants provided herein. Each of the covenants shall be binding and valid for the duration of the Term of this Agreement and upon the expiration of the Term shall cease to be binding and be of no further force or effect without any action required by either party.

4.4 Covenants Do Not Bar Subdivision. The requirements of this Section 4.0 do not, and shall not be construed to, prohibit Owner from subsequently subdividing the Property and/or selling the individual parcels. However, each such parcel created and sold shall be conveyed subject to covenants incorporating each of the obligations set forth in this Section 4.0.

5. VESTING AND RESERVATION OF AUTHORITY

5.1 Vested Right to Develop. Subject to the terms, conditions, and covenants of this Agreement, Owner shall have a vested right to develop McSweeney Farms Project on the Property in accordance with, and to the extent permitted in, the Existing Development Approvals, Existing Land Use Regulations, and this Agreement. The parties acknowledge and agree that the City is restricted in its authority to limit the exercises of its policy power by contract. As such, the parties agree that this Section adequately reserves to the City all of its respective police power while providing the Owner, to the fullest extent allowed under the Development Agreement Legislation and interpreting decisions of courts of competent jurisdiction, vested rights to develop McSweeney Farms Project. Subject to the foregoing, and to the maximum extent permitted under the law, this Agreement is intended to, and shall, bind future City Councils to its terms.

5.2 Changes in Applicable Rules. Any change in, or addition to, the Existing Land Use Regulations, including without limitation, any change in any applicable City general or specific plan, zoning or building regulation, adopted or becoming effective after the Effective Date of this Agreement, including, without limitation, any change by means of ordinance, initiative, referendum, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the City Council, Planning Commission or any other Board, Commission or Department of the City, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict or be inconsistent with in any way the Existing Land Use Rules or the Existing Land Use Approvals or this Agreement, shall not be applied to the McSweeney Farms Project, subject to the Reservation of Authority set forth in section 5.4 hereof. Financial considerations shall not be considered to be "public health and safety" issues. Any other change or addition to the Existing Land Use Rules or the Existing Land Use Approvals that would delay construction of the McSweeney Farms Project or subject processing of the McSweeney Farms Project to additional procedures or studies shall be deemed inconsistent with this Agreement.

5.3 Effect of Agreement.

5.3.1 Applicable Land Use Regulations. Except as may otherwise be expressly provided to the contrary in this Agreement, pursuant to Government Code § 65865.4 and § 65866, the rules, regulations, and official policies governing development of the Property and construction of on-site and off-site improvements in connection therewith, including but not limited to the maximum density and intensity of use, the maximum height and size of proposed buildings, the design, improvement and construction standards and specifications applicable to McSweeney Farms Project, and provisions for reservation and dedication of land for public purposes, shall be those set forth in the Existing Development Approvals, Existing Land Use Regulations, and this Agreement. As such, this Agreement shall remain enforceable by either

party notwithstanding any subsequent change in the Land Use Regulations, including, but not limited to, the City's General Plan, Zoning Ordinance, Subdivision Ordinance, development standards or guidelines. However, development of McSweeney Farms Project shall be subject to the Implementing Approvals and Subsequent Development Approvals, if any, as provided for below.

5.3.2 Applicable Development Exactions. Except as may otherwise be expressly provided to the contrary in this Agreement, Owner shall only be required to comply with those Development Exactions for the development of McSweeney Farms Project, including development impact fees, as are required and imposed under the Existing Development Approvals and the Existing Land Use Regulations, except for School Fees (Government Code § 69570 *et seq.*) and other fees imposed by governmental entities other than the City having jurisdiction over the Property or McSweeney Farms Project, in the amount and to the extent applicable as existing, approved, effective, and made a matter of public record on and as of the Effective Date of this Agreement. Notwithstanding the foregoing Owner shall be required to pay the Transportation Uniform Mitigation Fee for development of McSweeney Farms Project as required under City Ordinance 03-013 as currently in effect (subject to any decrease in such fee as may be adopted by City in its discretion).

5.3.3 Moratoria. It is the intention of the parties in adopting this Agreement that no moratorium, whether enacted by initiative or otherwise, affecting any subject matter arising from or related to the subject matter of this Agreement, shall apply to the development of McSweeney Farms Project. Further, it is specifically the intent of the parties that the schedule or rate of development shall be determined as provided in Section 2.8 [Schedule of Performance] of this Agreement and shall not be affected by any initiative measure establishing growth control and that the rule of *Pardee Construction Company v. City of Camarillo* (1984) 37 Cal. 3d 465, shall have no effect on Owner's discretion to schedule the rate of development.

5.4 Reservation of Authority. Notwithstanding any other provision of this Agreement, the City reserves its authority to impose any of the following rules, policies, regulations, ordinances, or requirements on development of McSweeney Farms Project:

5.4.1 Filing and Processing Fees. Notwithstanding Section 5.3.2. [Applicable Development Exactions], Owner shall pay all customary and typical filing and permit processing fees imposed for Implementing Approvals and Subsequent Development Approvals as required under ordinances and resolutions then in effect.

5.4.2 Development Impact Fees. Notwithstanding Section 5.3.2. [Applicable Development Exactions], Owner shall pay all customary and typical Development Impact Fees relating to the Project required under ordinances and resolutions then in effect; provided, however any increased Development Impact Fees applicable to the McSweeney Farms Project shall be phased in over two years, with the increase (i) fifty percent (50%) effective at the end of one year following the effective date of such increase, and (ii) one hundred percent (100%) effective at the end of two years following the effective date of such increase. Notwithstanding the foregoing, Owner shall not be obligated to pay any fee imposed pursuant to a City approved Multi-Species Habitat Conservation Habitat Plan pursuant to that exemption set forth in City Ordinance No. 1712, Section 31.16H which exempts developments for which a discretionary

approval (such as the Specific Plan for the Project which ordinance had its second reading on November 25, 2003) has been given prior to February 12, 2004.

5.4.3 Procedural Requirements. Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure.

5.4.4 Taxes of General Applicability. Any law, ordinance, or resolution that imposes a general or special tax of general applicability to be applied uniformly to business and/or development in the City, whether such tax is for licensing or other purposes.

5.4.5 Uniform Codes. This Agreement does not prevent the City from adopting and amending in compliance with State law certain uniform codes or uniform standards which are based on recommendations of a multi-state professional organization and which become applicable throughout the City -- including McSweeney Farms Project and the Property subject to this Agreement. Such Uniform Codes include, but are not limited to, the Uniform Building Code, Uniform Mechanical Code, National Electrical Code, Uniform Fire Code, and uniform standards for the construction of public works.

5.4.6 Health & Safety Regulations. Nothing in Section 5.3 [Effect of Agreement] or otherwise in this Agreement shall prevent the City from applying to the development of McSweeney Farms Project on the Property, or the subsequent use of the Property, any ordinances, rules, regulations, policies, or procedures ("Laws"), the primary purpose of which is to protect health, safety, and welfare, or the primary purpose of which is the general regulation of business activity within the City. These matters may include, but are not limited to: (i) Laws regarding the abatement of public nuisances; (ii) Laws regulating hazardous materials, trash and related rubbish and solid waste, weeds, dust, graffiti, and inoperative vehicles; (iii) Laws regarding emergency situations including fires, floods, earthquakes, and other natural disasters; (iv) Laws prohibiting criminal acts; (v) Laws regulating the keeping and use of animals; (vi) Laws regulating prurient interests including the regulations of adult businesses and activities, smoking, and the sale and consumption of alcoholic beverages; (vii) Laws regulating the conduct of business within the City including the requirement to obtain a business license; and; (viii) building, plumbing, electrical, mechanical, fire, dangerous buildings, and similar uniform codes adopted by the City. In the event Owner contests the application of such Health & Safety Regulations to development of McSweeney Farms Project or the Property as being in conflict with any of the Existing Development Approvals, or as impairing or prohibiting Owners ability to develop McSweeney Farms Project as contemplated in this Agreement, then Owner shall so notify the City in writing, in which event City shall not impose such regulation unless and until the City adopts a finding that imposition of the regulation is reasonably necessary to correct or avoid a condition generally injurious or detrimental to the public health, safety or welfare. These findings shall be based upon substantial evidence in the record from a hearing conducted by the City Council.

5.4.7 Modification or Suspension by State or Federal Law. Pursuant to Government Code § 65869.5, in the event that any State or Federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions shall be modified or suspended as may be

necessary to comply with such State or Federal laws or regulations but shall be modified in a manner that minimizes the cost of such modification to Owner, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

5.4.8 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of City possess authority to regulate aspects of the development of the Property separately from or jointly with City and this Agreement does not limit the authority of such other public agencies.

5.5 Subsequent Approvals. The parties contemplate that development of McSweeney Farms Project may require Owner to obtain certain Implementing Approvals and that Owner may find it necessary to seek certain Subsequent Development Approvals from the City for McSweeney Farms Project. Such approvals shall be governed by the following:

5.5.1 Implementing Approvals. The parties acknowledge and agree that Owner shall need certain Implementing Approvals, such as grading and building permits, to undertake and complete McSweeney Farms Project as contemplated under the Existing Development Approvals and this Agreement. These Implementing Approvals are to be of a ministerial or only limited discretionary nature and shall not cause a substantial or significant change in McSweeney Farms Project or in any Existing Development Approval. A minor change to McSweeney Farms Project or the Existing Development Approvals may be made through an Implementing Approval and shall not require amendment of this Agreement. Implementing Approvals shall be subject to Section 5.3. [Effect of Agreement] and no Subsequent Land Use Regulation or Dedication Exaction not imposed under the Existing Development Approvals or Existing Land Use Regulations shall be imposed as a condition of approval on an Implementing Approval. City shall accept for processing, review, and action all applications for Implementing Approvals and such applications shall be processed pursuant to a "fast-tracking" process as set forth in Section 2.10 hereof.

5.5.2 Subsequent Development Approvals. The parties acknowledge and agree that Owner may need to seek Subsequent Development Approvals in response to changed market conditions, unknown site conditions, or other conditions over which Owner has no reasonable control. Subsequent Development Approvals are anticipated to be major discretionary approvals that are adjudicatory or legislative in nature, the granting of which would cause a substantial or significant change in McSweeney Farms Project and/or the Existing Development Approvals. The parties agree that any application which, if approved, would have any of the following effects, impacts, or characteristics, is to be considered a Subsequent Development Approval:

- (a) Substantially alter the permitted uses of the Property;
- (b) Increase the density or intensity of use of the Property by more than ten percent (10%);

(c) Increase the maximum height and size of permitted building by more than ten percent (10%);

(d) Delete a requirement for the reservation or dedication of any substantial amount of land for public purposes within the Property;

(e) Constitute a project requiring a subsequent or a supplemental Environmental Impact Report.

Although this Agreement shall not prohibit the processing or approval of Subsequent Development Approvals, the parties agree that such approvals will require amendment of this Agreement in accordance with Section 5.6 [Changes and Amendments].

5.5.3 City's future approval of a tentative and final subdivision map for the Property shall be consistent with the Existing Development Approvals and this Agreement.

5.6 **Changes and Amendments.** Substantial changes to McSweeney Farms Project or the Existing Development Approvals and amendments of this Agreement shall be subject to the following:

5.6.1 **Amendment or Cancellation of Agreement.** This Agreement may be amended or canceled in whole or in part only by mutual consent of the parties and in the manner provided for in Government Code Sections 65868, 65867, and 65867.5. The provisions of this Section do not impact the right of the City to terminate this Agreement because of Owner's breach or failure to comply in good faith with the requirements of this Agreement.

5.6.2 **Review by City Council.** Any amendment to this Agreement shall require review and approval by the City Council. The City agrees to not unreasonably disapprove an amendment requested by Owner provided the amendment is: (i) related to a Subsequent Development Approval that is necessary to effectuate the purpose of this Agreement in response to changed market conditions, unknown site conditions, or other conditions over which Owner has no reasonable control; (ii) is necessary to correct an inconsistency or inaccuracy in the Agreement; or (iii) the proposed change and amendment is appropriate and mutually desirable. If approved, any such amendment shall be incorporated herein.

5.7 **Waiver of Challenges.** In exchange for the vested right to develop pursuant to this Agreement, Owner expressly waives for himself and for any successor thereto, the right to challenge or contest the validity of any condition of approval attached to any entitlement which is a part of the Development Plan.

6. ASSIGNMENT AND RIGHTS OF HOLDERS

6.1 **Assignment.**

6.1.1 **Right to Assign.** The Owner shall have the right to sell, transfer, or assign the Property in whole or in part, provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq., as the same was incorporated by reference into the Hemet Municipal Code at Section 70-1 et seq. (Ordinance No. 1564) to any

person, partnership, joint venture, firm, or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer, or assignment shall include the assignment and assumption of the rights, duties, and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

6.1.1.1 No sale, transfer, or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer, or assignment of all or a part of the Property, Owner agrees to provide specific notice of this Agreement, including the record or document number, where a true and correct copy of this Agreement may be obtained from the County Clerk/County Recorder of the County of Riverside, in any grant deed or other document purporting to transfer the title or an interest in the Property during the term of Agreement or any extension thereof, except as provided in Section 6.1.4 hereof.

6.1.1.2 Within thirty (30) calendar days prior to any such sale, transfer, or assignment, Owner shall notify City, in writing, of such sale, transfer, or assignment and shall provide City with an executed agreement, in a form reasonably acceptable to the City Attorney, by the purchaser, transferee, or assignee and providing therein that the purchaser, transferee, or assignee expressly and unconditionally assumes all the duties and obligations of the owner under this Agreement.

6.1.1.3 Any sale, transfer, or assignment not made in compliance with the foregoing conditions shall constitute default by the Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee, or assignee (the "Assignee") to execute the agreement required by Paragraph (b) of this Subsection, the burdens of this Agreement shall be binding upon the Assignee, but the benefits of this Agreement shall not inure to the Assignee until and unless such Agreement is executed.

6.1.2 Release of Transferring Owner. Notwithstanding any sale, transfer, or assignment, a transferring Owner shall continue to be obligated under this Agreement unless such transferring Owner is given a release in writing by City, which release shall be provided by City upon the full satisfaction by such transferring Owner of the following conditions:

6.1.2.1 The Owner no longer has a legal interest in all or any part of the Property sold, transferred or assigned except as a beneficiary under a deed of trust.

6.1.2.2 The Owner is not then in default under this Agreement.

6.1.2.3 The Owner or Assignee has provided City with the notice and executed agreement required under Paragraph (b) of Subsection 6.1.1 above.

6.1.3 Subsequent Assignment. Any subsequent sale, transfer, or assignment after an initial sale, transfer, or assignment shall be made only in accordance with and subject to the terms and conditions of this Section.

6.1.4 Conveyance of Lots. Notwithstanding the forgoing provisions of this Section 6, if Owner conveys a subdivided lot to any person intending to use such lot for residential purposes, such conveyance shall be free and clear of this Agreement and the grantee of such lots shall have no obligations hereunder.

6.2 Rights of Mortgagees.

6.2.1 Mortgagee Protection. Neither entering into this Agreement nor committing a Default under this Agreement shall defeat, render invalid, diminish, affect the priority or impair the lien of Mortgagees having a Mortgage on any portion of the Property made in good faith and for value. No Mortgagee shall have an obligation or duty under this Agreement to perform Owner's obligations, or to guarantee such performance prior to any foreclosure or deed in lieu of foreclosure, but upon acquiring the right to possession pursuant to a Mortgage on the Property or any portion thereof, the Mortgagee shall be subject to the terms and conditions of this Agreement. Notwithstanding the foregoing, Mortgagee shall have no obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion thereof; provided, however, that Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those improvements provided for or authorized by this Agreement. The term of this Agreement shall not be extended based on the fact that a Mortgagee held title to the Property for all or any part of the term of this Agreement.

6.3 Notice of Default to Mortgagee; Right to Cure.

6.3.1 If the City Clerk timely receives notice from a Mortgagee requesting a copy of any Notice of Default given to Owner under the terms of the Agreement, the City shall provide a copy of that notice to the Mortgagee concurrently with sending the Notice of Default to Owner. City shall have no liability for damages or otherwise to Owner, Owner's successor, or to any Mortgagee or successor therefor for failure to provide such notice.

6.3.2 The Mortgagee shall have the right, but not the obligation, for a period up to ninety (90) days after the receipt of such notice from the City to cure or remedy, or to commence to cure or remedy, the Default unless a further extension of time to cure is granted in writing by the City. However, a Mortgagee, to avail itself of the rights provided by this Section, must notify the City in writing of its intent to attempt to remedy or cure within forty-five (45) days of the date of the Notice of Default from City to Mortgagee. A failure by a Mortgagee to provide such timely notice to City shall extinguish the rights and protections provided by this Section. If the Default is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee shall seek to obtain possession with diligence and continually through foreclosure, a receiver, or otherwise, and shall thereafter remedy or cure the Default within ninety (90) days after obtaining possession. If the Default cannot, with diligence, be remedied or cured within this ninety (90) day period, then the Mortgagee shall have such additional time as the City Council determines is reasonably necessary to remedy or cure the Default, if the Mortgagee commences cure during the ninety (90) day period and thereafter diligently pursues and completes the cure.

6.3.3 Such diligence by the Mortgagee on effectuating such cure shall be reviewed by the City Council every thirty (30) days thereafter until any and all Defaults are cured. If at any such review, the City Council determines that the Mortgagee is not making good faith efforts to cure any and all Defaults, the City Council shall have the authority to terminate this Agreement.

6.4 Cure by Mortgagee. In the event any obligation of Owner is for the payment of money or fees, other than standard permit or processing fees, and a Default is declared by City based upon such failure to pay, a Mortgagee may be granted an extended time to remedy or cure until such time as Mortgagee obtains possession of the Property; provided, Mortgagee agrees that any money due City which remains unpaid shall bear the higher of the legal rate of interest or the Consumer Price Index as the measure of inflation.

6.5 Mortgagee Rights. The parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust, or other security device securing financing with respect to the Property. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with the Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Owner shall reimburse City for any and all of City's reasonable costs associated with said negotiations, interpretations, and modifications and shall make reimbursement payments to City within thirty (30) days of receipt of an invoice from City.

Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law or specified herein.

7. INDEMNITY, RELEASE & RESERVATION OF RIGHTS

7.1 General Indemnity. Except as to the sole negligence, active negligence or willful misconduct of City, Owner expressly agrees to and shall indemnify, defend, release, and hold City, their elected and approved officers, officials, agents, servants, employees, attorneys and contractors harmless from and against, any Action, claim, liability, loss, damage, entry, costs, or expenses (including, but not limited to, attorney's fees, expert fees, and court costs) which arises out of, or is in any way connected with any challenge to this Agreement, Owner's performance under this Agreement, or any work performed by Owner or any services rendered to Owner in performance of this Agreement by any of Owner's employees, agents, servants, or subcontractors, notwithstanding that City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Owner's employees, agents, servants, or subcontractors. City shall not be responsible for any acts, errors or omissions of any person or entity except the City and their respective officers, agents, servants, employees or contractors. The Parties expressly agree that the obligations of Owner under this Section shall survive the expiration or Termination of the Agreement.

7.2 Third Party Litigation Concerning Agreement. Owner shall indemnify, protect, defend, at its expense -- including Litigation Expenses, and hold harmless City, its officers, employees, or agents against any Action, loss, cost, expense, claim, or counter-claim, complaint, or proceeding to attack, set aside, void, or annul the approval of this Agreement, the approving Ordinance, any Implementing Approval(s), and/or any environmental determination

made under the provisions of the California Environmental Quality Act (Pub. Res. Code § 21000 et seq.), or the approval of any permit granted pursuant to this Agreement brought by a third party; provided, however that it shall be the option of Owner as to whether to defend such litigation and if Owner decides not to defend such litigation then Owner shall not be obligated to pay any defense costs incurred after such decision not to defend has been communicated in writing to City. City shall promptly notify Owner of any such claim, action, or proceeding, and City shall cooperate in the defense. If City fails to promptly notify Owner of any such claim, action, or proceeding, or if City fails to cooperate in the defense, Owner shall not thereafter be responsible to indemnify, protect, defend, or hold harmless City. City may in its discretion participate in the costs associated with the defense of any such claim, action, or proceeding.

7.3 Release. Except for non-damage remedies, including the remedy of specific performance as provided for in Section 9.5 [Legal and Equitable Actions], Owner, for itself, its successors and assignees, hereby releases the City, its officers, agents, and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the City because it entered into this Agreement or because of the terms of this Agreement.

7.4 Reservation of Rights. With respect to Sections 7.1 to 7.3 herein, City reserves the right either to (1) approve the attorney(s) which Owner selects, hires, or otherwise engages to defend City hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense if City reasonably determines that the attorney retained by Owner is not adequately representing the interests of City, provided, however, that Owner shall reimburse City forthwith for any and all reasonable expenses incurred for such defense, including attorney's fees, upon billing and accounting therefor.

8. PERIODIC REVIEW PROCEDURE

8.1 Timing. Pursuant to Government Code § 65865.1, City shall review this Owner's compliance with the terms, conditions, and covenants of this Agreement. Such review shall be undertaken at least once during every twelve (12) month period from the Effective Date of this Agreement. The Owner or successor shall reimburse City for the reasonable and necessary costs of this review, not to exceed One Thousand Dollars (\$1,000.00), excluding cost incurred under Article 9.0 [Default and Enforcement], within thirty (30) days of written demand from City.

8.2 Evidence for Annual Review. Owner shall deliver to City within thirty (30) days of the date of receipt of a written request from City, evidence to demonstrate the Owner's good faith compliance with the terms of this Agreement. The City shall bear no responsibility or obligation to research, investigate, or otherwise obtain evidence of Owner's good faith compliance with this Agreement. It shall be Owner's sole responsibility and obligation to provide evidence of its good faith compliance with this Agreement. Prior to making a determination, the City shall make available to the Owner any public staff reports and documents to be used or relied upon by City to determine Owner's good faith compliance with this Agreement. The Owner shall be permitted an opportunity to respond to the City's evaluation of

its performance, either orally or at a public hearing or in a written statement. Such response shall be made to the Director or its designee for purposes of review of compliance with this Agreement.

8.3 Certificate of Compliance. With respect to each year for which an annual review of compliance with this Agreement is conducted, and for which the City has determined that Owner is in good faith compliance with this Agreement, the City, upon written request of the Owner, shall provide Owner with a written certificate of good-faith compliance, in recordable form, duly executed and acknowledged by the City. The Owner shall have the right, in the Owner's sole discretion, to record this notice of compliance.

9. DEFAULT AND ENFORCEMENT

9.1 Default. Either party's failure or unreasonable delay in performing any term, provision or covenant of this Agreement constitutes a Default of this Agreement. In the event of a Default, the injured party shall give written "Notice of Default" to the defaulting party, specifying the Default. If the defaulting party fails to cure the Default within forty-five (45) business days after receipt of a Notice of Default, or, if the Default is of a nature that cannot be cured within forty-five (45) business days, the defaulting party fails to commence to cure the Default within said forty-five (45) business days and thereafter diligently prosecute such cure to completion, then the defaulting party shall be liable to the injured party for any and all damages caused by such Default, unless otherwise provided for by this Agreement.

9.2 Default by Owner. Owner is in default under this Agreement upon the happening of one or more of the following events or conditions and failure to cure such default in accordance with Section 9.1 hereof:

9.2.1 If a warranty, representation, or statement made or furnished by Owner to City is false or proves to have been false in any material respect when it was made.

9.2.2 More than forty-five (45) days have passed since City's making of a written request to Owner for payment or reimbursement for a fee or service authorized or agreed to pursuant to this Agreement.

9.2.3 A finding and determination by City that upon the basis of information provided by Owner, and reviewed and investigated by City, the Owner has not complied in good faith with one or more of the material terms or conditions of this Agreement.

9.2.4 Owner failed to substantially comply with any material term, condition, or covenant of this Agreement, including failing to timely provide the evidence required under Section 8.2 of this Agreement.

9.3 Default by City. If City has failed to cure its Default after notice and an opportunity to cure as provided in Section 9.1. [Default], Owner may pursue any legal or equitable remedy available to it under this Agreement without further notice to City, except as may be required under the law for service of summons and other legal papers. It is acknowledged by the parties that City would not have entered into this Agreement if City was to be subject to or liable for monetary damages under or with respect to this Agreement or the

application thereof. Owner, for himself or any successor thereto, expressly waives the right to seek monetary damages against the City or any officer, employee, or agent thereof, for any default or breach of this Agreement. Owner covenants and agrees not to sue for or claim any damages -- including monetary damages -- for any purported breach of this Agreement by City. During the time when Owner alleges the existence of a City Default and without limiting any of its other available remedies, Owner shall not be obligated to proceed with or complete McSweeny Farms Project or any phase of McSweeny Farms Project, nor to reserve or dedicate any property pursuant to the Existing Development Approvals or this Agreement. Upon a City Default, any resulting delays in Owner's performance shall neither be an Owner Default nor constitute grounds for termination or cancellation of this Agreement by the City.

9.4 Waiver. Failure or delay in giving Notice of Default, or failing to commence a legal or equitable action as a result of the Default, shall not waive a Party's right to give future Notice of the same or any other Default.

9.5 Legal and Equitable Actions. In addition to any other rights and remedies, any party may institute a legal action to require the cure of any Default and to recover damages (except as otherwise provided herein) for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. The following provisions shall apply to any such legal action:

9.5.1 Jurisdiction and Venue. Legal actions must be instituted and maintained in the Superior Court of the County of Riverside, Central Division, State of California, or in the United States District Court for the Central District of California. Owner specifically waives any rights provided to it pursuant to California Code of Civil Procedure § 394 or federal or state statutes or judicial decisions of like effect.

9.5.2 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

9.5.3 Litigation Expenses. In the event either party commences an Action against the other party which arises out of a Default of, breach of, failure to perform this Agreement or otherwise related to this Agreement, then the Prevailing Party in the Action shall be entitled to recover its Litigation Expenses from the other party in addition to whatever relief to which the prevailing party may be entitled. For the purposes of this Section, the term "Prevailing Party," shall have the meaning ascribed in Code of Civil Procedure §1032(a)(4).

9.5.4 Specific Performance Remedy. Due to the elimination of damages as a remedy against City and to the size, nature, and scope of McSweeny Farms Project, it will not be practical or possible to restore the Property to its pre-existing condition once implementation of this Agreement has begun. After such implementation, Owner may be foreclosed from other choices it may have had to utilize the Property and provide for other benefits. Owner has invested significant time and resources and performed extensive planning and processing of McSweeny Farms Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing McSweeny Farms Project in reliance upon the terms of this Agreement. It is not possible to determine the sum of money, which would adequately compensate Owner for such efforts. For the above reasons, the City and Owner agree

that damages would not be an adequate remedy if the City fails to carry out its obligations under this Agreement. Therefore, no money damages are available against City, or any officer, employee, or agent thereof. Specific performance of this Agreement is necessary to compensate Owner if the City fails to carry out its obligations under this Agreement.

9.6 Remedies are Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by a party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same Default or any other Default by another Party.

9.7 Termination by City. City may terminate this Agreement, but City shall not terminate the Agreement without first holding a public hearing at which Owner may appear and be heard, for which Owner is given fifteen (15) days notice, and the decision by the City is supported by substantial evidence in the record, upon the occurrence of any of the following events:

9.7.1 Owner (or any successor in interest) assigns or attempts to assign the Agreement or any rights therein in violation of this Agreement and fails to cure such default within the time set forth in Section 9.1 [Default] hereof;

9.7.2 Owner is otherwise in material Default of this Agreement and fails to cure such Default within the time set forth in Section 9.1 [Default] hereof.

If, after the occurrence of any of the above-entitled events, City elects, in its sole discretion, to terminate this Agreement, then all rights of Owner and any person or entity claiming by or through Owner arising under this Agreement or with regard to McSweeny Farms Project as may arise under this Agreement shall immediately cease and be terminated, except that any obligations of Owner to indemnify or reimburse City shall continue in full force and effect and City shall have all of the remedies to enforce a Default of this Agreement as may be provided hereunder and under the law.

10. GENERAL PROVISIONS

10.1 Enforced Delays; Extension of Times. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to: litigation challenging the validity of this transaction or any element thereof or the right of either party to engage in the acts and transactions contemplated by this Agreement; inability to secure necessary labor materials or tools; delays of any contractor, sub-contractor or supplier; or withdrawal of financing not caused by any act or omission of Owner; war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental agency or entity (other than the acts or failures to act of the City which shall not excuse performance by the City); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period or the enforced delay and shall commence to run from the time of the commencement

of the cause, if notice by the party claiming such extension is sent to the other party within forty-five (45) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City and Owner.

10.2 Binding Effect of Agreement. The burdens of this Agreement bind and the benefits of the Agreement inure to the successors-in-interest to the parties to it in accordance with the provisions of and subject to the limitations of this Agreement.

10.3 Project as a Private Undertaking/Relationship of Parties. It is specifically understood and agreed by and between the parties hereto that the development of McSweeny Farms Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. No partnership, joint venture, or other association of any kind is formed by this Agreement. The only relationship between City and Owner is that of a government entity regulating the development of private property and the owner of such property.

10.4 No Prevailing Wage Statutes for On-Site Improvements. City and Owner do not intend for the terms of this Agreement to in any manner make construction of improvements within the Property, other than Public Improvements, to be subject to the provisions of the California Labor Code Section 1720 et seq. and/or the Davis-Bacon Act (collectively, the "Prevailing Wage Statutes"). If the Owner determines that any provision of this Agreement is interpreted, or may reasonably be interpreted, to make such construction subject to the Prevailing Wage Statutes, at Owner's option, Owner may elect to reform or delete such provision from this Agreement effective as of the Effective Date (so long as such reformation or deletion does not adversely affect the City) in order to cause such construction to no longer be subject to the Prevailing Wage Statutes.

10.5 Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by registered mail, postage prepaid to the person and address provided below. Delivery shall be presumed delivered upon actual receipt by personal delivery or within three (3) days following deposit thereof in United States Mail or within two (2) days of delivery by facsimile, provided that if notice is by facsimile, then a copy of the notice shall also be contemporaneously sent by regular mail, postage prepaid to the person and address provided below.

Notice required to be given to City shall be addressed as follows:

To City: City of Hemet
 Attn: City Manager
 445 E. Florida
 Hemet, CA 92543
 Facsimile: (909) 765-3785

With a copy to: Assistant City Attorney.
Attn: Eric S. Vail, Esq.
Burke, Williams & Sorensen, LLP
3403 Tenth Street, Suite 300
Riverside, CA 92501
Facsimile: (909) 788-5785

Notices required to be given to Owner shall be addressed as follows:

To Owner: Rancho San Patricio Partners, LLC
McSweeny Land Venture, LLC
c/o Tom Olsen
2829 S. State Street
Hemet, CA 92543
Facsimile: (909) 766-4658

With Copy To: Mirau, Edwards, Cannon, Harter & Lewin (JKM)
1806 Orange Tree Lane, Suite C
Redlands, CA 92373
Facsimile (909) 793-0790

A party may change the address by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

10.6 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement. In the event Owner or Owner's successor requires supplemental or additional agreements for purposes of securing financing or similar purposes, City will endeavor to assist in this respect, provided, however, Owner or Owner's successor shall reimburse the City for any and all costs associated with processing, reviewing, negotiating, or acting on such agreements. Owner or Owner's successor agrees to reimburse City within thirty (30) days of written demand therefor.

10.7 No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the City of Hemet and Owner. No other parties or entities are intended to be, or shall be considered, a beneficiary of the performance of any of the parties' obligations under this Agreement.

10.8 Entire Agreement. This Agreement and the attachments hereto contain the complete, final, entire, and exclusive expression of the agreement between the parties hereto, and are intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto not expressly set forth in this Agreement shall be null and void.

10.9 Recitals and Definitions. The Recitals and Definitions set forth at the beginning of this Agreement are a substantive and integral part of this Agreement and are incorporated by reference in the Operative Provisions portion of this Agreement.

10.10 Integration. This Agreement consists of pages 1 through 30, excluding the cover page, and Attachments 1 through 17 attached hereto and incorporated herein by this reference, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

10.11 Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of its terms. References to section numbers are to Sections of this Agreement unless expressly stated otherwise.

10.12 Interpretation. City and Owner acknowledge that this Agreement is the product of mutual arms-length negotiation and drafting and each represents and warrants to the other that it has been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction that provides that the ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement. In any action or proceeding to interpret or enforce this Agreement, the finder of fact may refer to such extrinsic evidence not in direct conflict with any specific provision of this Agreement to determine and give effect to the intention of the parties hereto.

10.13 Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens) and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Government Code § 6700 and § 6701. If any act is to be done by a particular time during a day, that time shall be Pacific Standard Zone time

10.14 Severability. Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant, and/or restriction, of this Agreement and the remainder of the Agreement shall continue in full force and effect. Notwithstanding the foregoing, Owner shall not be obligated to pay the Development Agreement Fee if material provisions of this Agreement are declared invalid, unconstitutional or otherwise unenforceable with the effect that Owner is deprived of substantial benefits granted to Owner under this Agreement.

10.15 Amendments to Agreement. Each Party agrees to consider reasonable requests for amendments to this Agreement which may be made by the other Party, lending institutions, bond counsel or financial consultants. Any amendments to this Agreement must be in writing and signed by the appropriate authorities of City and Owner. On behalf of City, the City

Manager shall have the authority to make minor amendments to this Agreement, including, but not limited to, the granting of extensions of time to Owner, on behalf of City so long as such actions do not materially change the Agreement or make a commitment of additional funds of City. All other changes, modifications, and amendments shall require the prior approval of City Council.

10.16 Administration. This Agreement shall be administered for the City by, and the City shall maintain authority over this Agreement through, the City Manager, or his/her designated representative, following approval of this Agreement by the City Council. The City Manager (or his/her designated representative) shall have the authority to issue interpretations and to make minor amendments to this Agreement on behalf of the City so long as such actions do not materially change the Agreement or make a commitment of additional funds of the City. All other changes, modifications, and amendments shall require the prior approval of the City Council.

10.17 Ceremonies. To ensure proper protocol and recognition of City, Owner shall cooperate with City staff in the organization or any Project-related groundbreakings, grand openings or any such inaugural events/ceremonies sponsored by Owner celebrating the development, which is the subject of this Agreement.

10.18 Authority to Execute. Each party hereto expressly warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation, partnership, business entity, or governmental entity and warrants and represents that he/she/they has/have the authority to bind his/her/their entity to the performance of its obligations hereunder.

10.19 Memorandum of Agreement. The parties agree that in lieu of recording this entire Agreement, a Memorandum of Agreement shall be recorded in a form substantially similar to that attached to this agreement as Attachment "3".

10.20 Counterparts. This Agreement may be executed in multiple counterparts, each of which so fully executed counterpart shall be deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other party to this Agreement is in the physical possession of the party seeking enforcement thereof.

10.21 Effective Date. This Agreement shall not become effective until an adopting Ordinance has been formally approved by the City Council and thirty (30) days have elapsed and the Agreement has been executed by the appropriate authorities of City and Owner.

IN WITNESS WHEREOF this Agreement has been executed by the authorized representatives of the parties hereto.

“CITY”

CITY OF HEMET

By: 
Steve Temple, City Manager

ATTEST:


Stephen Clayton, City Clerk

APPROVED AS TO FORM:


Eric S. Vail, Assistant City Attorney

"OWNER"

McSWEENEY LAND VENTURES, LLC
a California limited liability company

[NOTARY ACKNOWLEDGEMENT REQUIRED]

By: Nora P. McClure
Nora P. McClure, Manager 4/1/04

RANCHO SAN PATRICIO, LLC, a
California limited liability company

[NOTARY ACKNOWLEDGEMENT REQUIRED]

By: _____
Thomas G. Olsen, Managing Member

"OWNER"

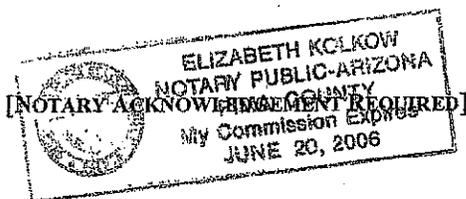
McSWEENEY LAND VENTURES, LLC
a California limited liability company

By: _____
Nora P. McClure, Manager

[NOTARY ACKNOWLEDGEMENT REQUIRED]

RANCHO SAN PATRICIO, LLC, a
California limited liability company

By: Thomas G. Olsen 4/1/04
Thomas G. Olsen, Managing Member



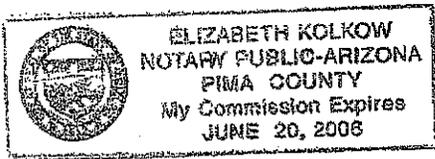
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF ^{Arizona} CALIFORNIA

COUNTY OF

On April 1 before me, Elizabeth Kolkow personally appeared Thomas G. Olson

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Elizabeth Kolkow
(SIGNATURE OF NOTARY)

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER <hr/> TITLE(S)	<hr/> TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> GENERAL <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____	<hr/> NUMBER OF PAGES
<hr/> _____	<hr/> DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____ before me, _____, personally appeared _____,

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SIGNATURE OF NOTARY)

OPTIONAL

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<input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER	_____ DATE OF DOCUMENT
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

ATTACHMENT 1

PROPERTY LEGAL DESCRIPTION

ATTACHMENT 1

PROPERTY LEGAL DESCRIPTION

ATTACHMENT 1

PROPERTY LEGAL DESCRIPTION

PARCEL 1:

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INCLUDED WITHIN THE BOUNDARY LINES OF TRACT XVI OF THE RANCHO SAN JACINTO VIEJO AS SHOWN ON A MAP OF THE PARTITION OF SAID RANCHO AND PARTICULARLY DESCRIBED IN THE FINAL DECREE OF PARTITION OF SAID RANCHO FILED ON NOVEMBER 22, 1882, IN THE OFFICE OF THE COUNTY CLERK OF SAN DIEGO COUNTY, CALIFORNIA, IN THAT CERTAIN ACTION ENTITLED "F.M. BOUTON VS. MIGUEL PEDRORENA, ET AL.", DESCRIBED AS FOLLOWS:

THE EAST HALF OF SECTION 27 AND THE NORTH 1483 FEET OF THE EAST HALF OF SECTION 34, ALL IN TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, LYING WITHIN TRACT 16 OF SAID RANCHO SAN JACINTO VIEJO.

EXCEPT THEREFROM THOSE PORTIONS LYING WITHIN GIBBEL ROAD, CONVEYED TO THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BY GRANT DEED RECORDED MARCH 6, 1951 AS INSTRUMENT NO. 1250, PAGE 258, OFFICIAL RECORDS.

ALSO EXCEPTING ANY PORTION LYING WITHIN COUNTY ROADS.

ALSO EXCEPTING THAT PORTION IN SECTION 27 CONDEMNED BY THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY ORDER RECORDED NOVEMBER 18, 1996 AS INSTRUMENT NO. 440130 OFFICIAL RECORDS.

APN" 454-170-003-6 AND 454-070-013-6

PARCEL 2:

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INCLUDED WITHIN THE BOUNDARY LINES OF TRACT XVI OF THE RANCHO SAN JACINTO VIEJO AS SHOWN ON A MAP OF THE PARTITION OF SAID RANCHO AND PARTICULARLY DESCRIBED IN THE FINAL DECREE OF PARTITION OF SAID RANCHO FILED ON NOVEMBER 22, 1882, IN THE OFFICE OF THE COUNTY CLERK OF SAN DIEGO COUNTY, CALIFORNIA IN THAT CERTAIN ACTION ENTITLED "F.M. BOUTON VS. MIGUEL PEDRORENA, ET AL.", DESCRIBED AS FOLLOWS:

THE EAST HALF OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, LYING WITHIN TRACT 16 OF SAID RANCHO SAN JACINTO VIEJO.

EXCEPT THE NORTHERLY 1483 FEET THEREOF.

ALSO EXCEPTING ANY PORTION LYING WITHIN COUNTY ROADS.

APN: 454-170-002-5

PARCEL 3:

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INCLUDED WITHIN THE BOUNDARY LINES OF TRACT XVI OF THE RANCHO SAN JACINTO VIEJO AS SHOWN ON A MAP OF THE PARTITION OF SAID RANCHO AND PARTICULARLY DESCRIBED IN THE FINAL DECREE OF PARTITION OF SAID RANCHO FILED ON NOVEMBER 22, 1882, IN THE OFFICE OF THE COUNTY CLERK OF SAN DIEGO COUNTY, CALIFORNIA IN THAT CERTAIN ACTION ENTITLED "F.M. BOUTON VS. MIGUEL PEDRORENA, ER AL.", DESCRIBED AS FOLLOWS:

THE WEST HALF OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, LYING WITHIN TRACT 16 OF SAID RANCHO SAN JACINTO VIEJO.

EXCEPT THE NORTH 1483 FEET THEREOF.

ALSO EXCEPT THEREFROM THAT PORTION DESCRIBED IN THE DEED TO THE COUNTY OF RIVERSIDE RECORDED DECEMBER 17, 1923 IN BOOK 597, PAGE 71 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT ANY PORTION LYING WITHIN COUNTY ROADS.

APN: 454-180-003-7

PARCEL 4:

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INCLUDED WITHIN THE BOUNDARY LINES OF TRACT XVI OF THE RANCHO JACINTO VIEJO AS SHOWN ON A MAP OF THE PARTITION OF SAID RANCHO AND PARTICULARLY DESCRIBED IN THE FINAL DECREE OF PARTITION OF SAID RANCHO FILED ON NOVEMBER 22, 1882, IN THE OFFICE OF THE COUNTY CLERK OF SAN DIEGO COUNTY, CALIFORNIA NTHAT CERTAIN ACTION ENTITLED "F.M. BOUTON VS. MIGUEL PEDRORENA, ER AL.", DESCRIBED AS FOLLOWS:

THE NORTH 1483 FEET OF THE WEST HALF OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, LYING WITHIN TRACT 16 OF SAID RANCHO SAN JACINTO VIEJO.

APN: 454-180-004-8

PARCEL 5:

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INCLUDED WITHIN THE BOUNDARY LINES OF TRACT XVI OF THE RANCHO SAN JACINTO VIEJO AS SHOWN ON A MAP OF THE PARTITION OF SAID RANCHO AND PARTICULARLY DESCRIBED IN THE FINAL DECREE OF THE PARTITION OF SAID RANCHO FILED ON NOVEMBER 22, 1882, IN THE OFFICE OF THE COUNTY CLERK OF SAN DIEGO COUNTY, CALIFORNIA IN THAT CERTAIN ACTION ENTITLED "F.M. BOUTON VS. MIGUEL PEDRORENA, ET AL.", DESCRIBED AS FOLLOWS:

THE WEST HALF OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, LYING WITHIN TRACT 16 OF SAID RANCHO SAN JACINTO VIEJO.

EXCEPT THEREFROM THAT PORTION DESCRIBED IN THE DEED TO THE COUNTY OF RIVERSIDE RECORDED MARCH 6, 1951 IN BOOK 1250, PAGE 258 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER.

ALSO EXCEPT ANY PORTION LYING WITHIN COUNTY ROADS.

APN: 454-100-012-7 AND 454-100-013-8

ATTACHMENT 2

SITE DIAGRAM

ATTACHMENT 2

SITE DIAGRAM

ATTACHMENT 2

SITE DIAGRAM



DOMENIGONI PARKWAY

R A

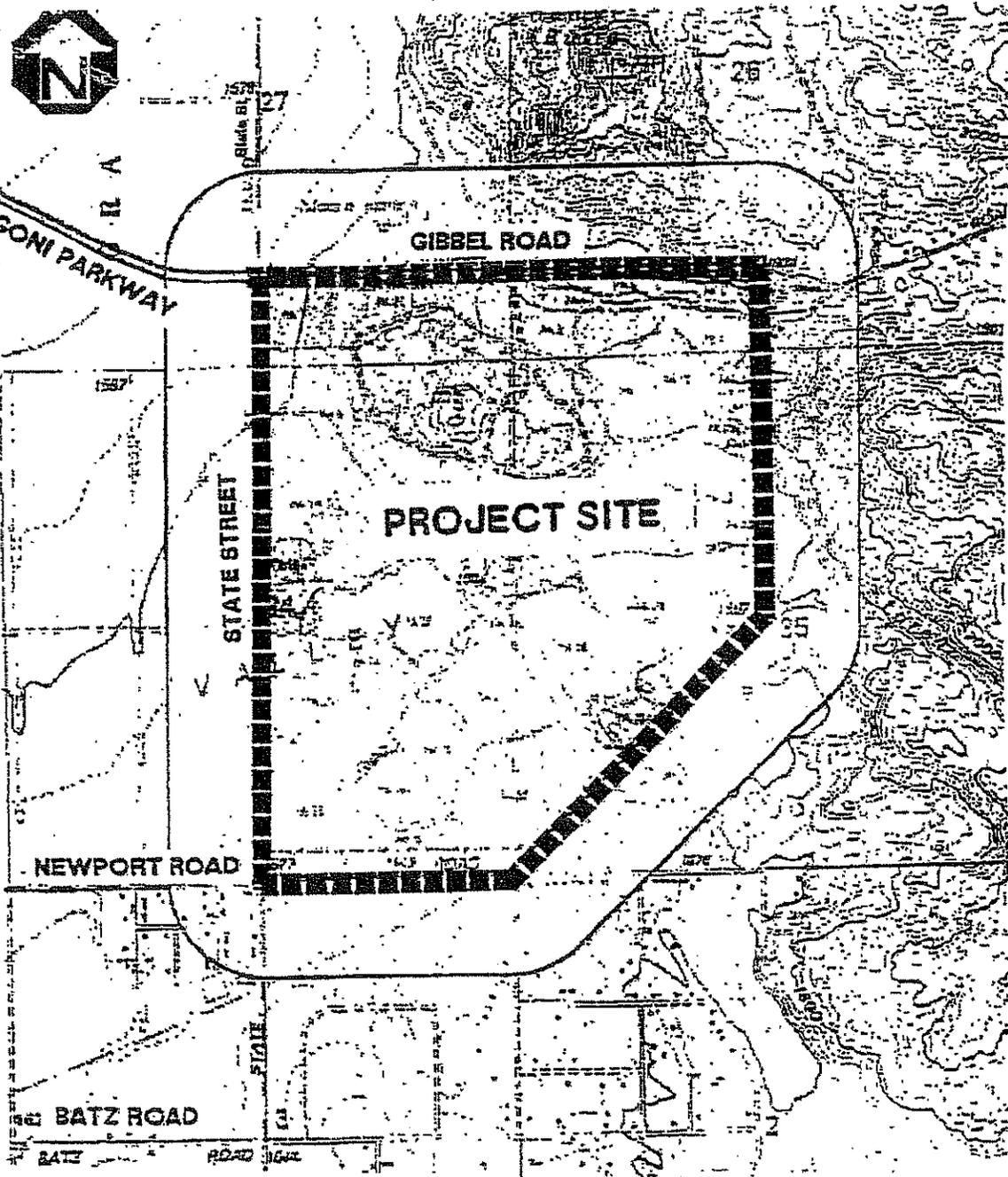
GIBBEL ROAD

PROJECT SITE

STATE STREET

NEWPORT ROAD

BATZ ROAD



Attachment No. 7

McSweeney Recovery
Acquisition LLC letter
dated 2.13.14

Planning Commission
Meeting of
March 4, 2014

MCSWEENEY RECOVERY ACQUISITION LLC
1251 Ave. of the Americas, 50th Floor
New York, NY 10020

February 13, 2014

City of Hemet
Planning Division
Attention: Carole L. Kendrick, Assistant Planner
445 E. Florida Ave.
Hemet, CA 92543

RE: *Application to amend that certain McSweeney Farms Final Specific Plan of Land Use (SP 01-2) (the "Specific Plan") and that certain Development Agreement dated May 13, 2004, by and between the City of Hemet and McSweeney Recovery Acquisition LLC, a Delaware limited liability company, as successor-in-interest to Rancho San Patricio Partners, LLC and McSweeney Land Venture, LLC, each a California limited liability company, as amended by that certain Partial Assignment and Assumption of Development Agreement dated February 17, 2005 (collectively, the "Development Agreement")*

Dear Ms. Kendrick:

The purpose of this letter is to provide context for our two recent applications to amend both the Specific Plan and the Development Agreement for the McSweeney Farms Project in Hemet, California.

Due to the deep economic recession that commenced around 2008, development in McSweeney Farms briefly paused from 2008 to 2012. We purchased Phases 2 and 3 of the McSweeney Farms Project out of bankruptcy in May 2011. While much progress has been made in the past few years, economic recovery remains slow. Accordingly, we seek these amendments to achieve the following goals:

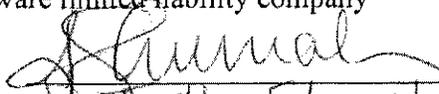
1. To extend the term of the Development Agreement for four (4) years (until December 17, 2021), which will provide the developer extra time to properly build out the development as it was intended;
2. To concurrently extend the term of all approved tentative maps for the Project such that those maps terminate concurrently with the Development Agreement;
3. To change the use of Planning Area 35 in the Specific Plan from an equestrian center to a private park, offering McSweeney Farms residents an amenity for which they have expressed a strong desire and that will eliminate identified concerns regarding the regulation, maintenance, and safety of an equestrian center;
4. To provide timing flexibility in constructing Planning Area 35 to respond to the pace of home construction and subsequent annexation into the HOA;
5. To clean up any conflicting terms between the Specific Plan and the conditions attached to the Project's maps; and

6. To add a design review element to the Specific Plan for neighborhood builders to seek Declarant approval prior to any submittal to the City, enforcing the rules, regulations, and guidelines of the HOA and Specific Plan.

We believe that all of these minor changes will greatly enhance our ability to deliver on the vision of the Specific Plan and respond to the needs of the McSweeny Farms community. Thank you in advance for your consideration of these amendments, and please do not hesitate to contact us with any questions.

Sincerely,

MCSWEENEY RECOVERY ACQUISITION LLC,
a Delaware limited liability company

By: 
Name: Jonathan Shumak
Title: Authorized Signatory