



SPECIFIC PLAN

SUBMITTED TO:
CITY OF LAKE ELSINORE

MARCH 1990

TUSCANY HILLS SPECIFIC PLAN

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
I. Executive Summary	1
II. Introduction	3
Site Description	3
Project Overview	3
Project History	3
Purpose and Objectives	7
III. Site Analysis	9
Topography	9
Geology	9
Seismicity	9
Soils	10
Hydrology	10
Biology	12
Archaeology	14
IV. Land Use Plan	16
Grading	16
Land Use	16
Open Space/Wildlife Corridor	21
V. Circulation Plan	23
VI. Utilities	27
Water Service	27
Wastewater	28
Drainage Facilities	30
Solid Waste Disposal	30
VII. Public Facilities	33
Police Protection	33
Fire Protection	33
Schools	33
Parks and Recreation	34
VIII. Development Standards	35
Introduction	35
Regulations For and Uses Permitted in all Zones	35
Single Family Residential	36
Neighborhood Commercial Zone	47
Open Space/Recreation Zone	51

**TUSCANY HILLS SPECIFIC PLAN
TABLE OF CONTENTS**

<u>Section</u>	<u>Page</u>
I. Executive Summary	1
II. Introduction	3
Site Description	3
Project Overview	3
Project History	3
Purpose and Objectives	7
III. Site Analysis	9
Topography	9
Geology	9
Seismicity	9
Soils	10
Hydrology	10
Biology	12
Archaeology	14
IV. Land Use Plan	16
Grading	16
Land Use	16
Open Space/Wildlife Corridor	21
V. Circulation Plan	23
VI. Utilities	27
Water Service	27
Wastewater	28
Drainage Facilities	30
Solid Waste Disposal	30
VII. Public Facilities	33
Police Protection	33
Fire Protection	33
Schools	33
Parks and Recreation	34
VIII. Development Standards	35
Introduction	35
Regulations For and Uses Permitted in all Zones	35
Single Family Residential	36
Neighborhood Commercial Zone	47
Open Space/Recreation Zone	51

	<u>Page</u>
IX. Design Guidelines	55
General Guidelines, Purpose and Theme	55
Landscaping Guidelines	55
Site Planning Guidelines	75
Architectural Guidelines	75
Community Walls and Fences	79
Signage Program	80
X. Implementation	82
Consistency	82
Specific Plan Modifications/Amendments	83
XI. Project Financing	85
XII. Project Phasing	87
Phases 1 and 2	87
Phases 3 and 4	91

Appendices

- A. Definitions
- [B. Conservation Agreement
- C. Conditions of Approval

EXHIBITS

	<u>Page</u>
1. Regional Vicinity	4
2. Project Vicinity	5
3. Conceptual Site Plan	6
4. Planning Approval History	8
5. Hydrology Plan	11
6. Concept Grading Plan	17
7. Surrounding Land Uses	18
8. Land Use Plan	20
9. Open Space Plan	22
10. Circulation Plan	24
11. Street Sections	25
12. Street Sections	26
13. Water Plan	29
14. Sewer Plan	31
15. Storm Drain Facility Plan	32
16. Typical Model Complex Plan	38
17. Signage Program	39
18. Signage Identification	40
19. Setbacks in the R-SF Zone	42
20. Garage Placement	43
21. Model Signage Identification	46
22. Monumentation, Wall and Fencing Plan - Northern Section	56
23. Monumentation, Wall and Fencing Plan - Southern Section	57
24. Primary Entry Monument and Streetscape	59

	<u>Page</u>
15. Primary Monument Elevation	60
26. Secondary Entry Monument Plan	61
27. Secondary Monument Elevation	62
28. Tertiary Entry Monument Plan	63
29. Tertiary Monument Elevation	64
30. Conceptual Landscape Plan - Northern Section	65
31. Conceptual Landscape Plan - Southern Section	66
32. Primary Streetscape	68
33. Secondary Streetscape	69
34. Interior Streetscape	71
35. Land Use Maintenance Responsibility Plan - Northern Section	72
36. Land Use Maintenance Responsibility Plan - Southern Section	73
37. Typical Front Yard Landscaping Plan	74
38. Typical Architectural Elevations	76
39. Typical Architectural Elevations	77
40. Wall and Fence Elevations	81
41. Development Phasing Plan	89
42. Backbone Infrastructure Phasing	90

TABLES

	<u>Page</u>
1. Tuscan Hills Specific Plan Statistical Summary	2
2. Major Earthquake Faults	9
3. Cut and Fill	16
4. Water Usage by Land Use	27
5. Estimated Water Demand	28
6. Estimated Sewage Generation	30
7. Estimated Student Generation	33
8. Streetscape Plant Palette	67
9. Project Phasing	88
10. Infrastructure Phasing	92

I. Executive Summary

I. EXECUTIVE SUMMARY

The Tuscany Hills Specific Plan has been prepared for a 973-acre site within the City of Lake Elsinore. Near the southwestern and northern project boundaries are the major highways, Interstate 15 and State Route 74, respectively. Canyon Lake (Railroad Canyon Reservoir), situated in the San Jacinto River Plain, is adjacent to the southern boundary of the site, and Greenwald Street borders the northern boundary of the site.

The project includes approximately 709 acres of single family residential uses, 47.6 acres of community parks, 9.4 acres of private recreation, an 11-acre elementary school site, and the remaining 196 acres as open space and lake uses. Table 1 provides a statistical summary of the Tuscany Hills Specific Plan. As noted in the table, the 35 percent open space requirement is identified as well as shown in Exhibit 9 of this document.

Tuscany Hills will enjoy the benefits of a master-planned community. The project will fulfill a demonstrated need in the area for additional dwelling units. The infrastructure and other public facilities will be sufficiently sized to meet the demands of the community at buildout. In addition, specific planning and design elements will be applied to create a varied yet cohesive project.

It is the intent of the Tuscany Hills project to be varied in character, yet provide complementary land uses to existing and proposed project components. Approximately 196 acres of natural open space, wildlife corridors, and lake areas are provided. Additional objectives of the project include:

- o To satisfy anticipated market needs and public demand by providing a diversity of housing types and site locations which will be marketable within the developing economic profile of the City of Lake Elsinore.
- o To target the residential product types and concepts mostly to emerging, growing, and mature families.
- o To include design segments in the residential products that respond to forecastable demands in the market area.
- o To create a community identity for the Tuscany Hills project through a consistent application of architectural standards, landscape standards, and recreational facilities standards.

TABLE 1
Tuscany Hills Specific Plan
Statistical Summary¹

Planning Area	Land Use	Gross Acres	Dwelling Units
1a	Single Family	92.3 ³	355
1b ²	Single Family (c)	483.9 ³	1,391
1c	Single Family	132.8 ³	254
2a	Park	5.3	--
2b	Park	4.8	--
3a ⁴	Private Recreation (c)	2.7	--
3b	Private Recreation	6.8	--
4	School	10.9	--
5a	Open Space	117.2	--
5b	Open Space	5.2	--
5c	Open Space	5.0	--
5d	Open Space	9.4	--
5e	Open Space	1.8	--
5f	Open Space/Park	37.4	--
6	Wildlife Corridor	30.9	--
7	Lake	<u>26.5</u>	<u>--</u>
Total		972.9.	2,000

Parks, private recreation areas, open space, the wildlife corridor and lake area comprise approximately 253 acres. This acreage, plus approximately 88 acres of manufactured slopes adjacent to major arterials and interior slopes, will make up the 35 percent open space requirement identified in the Development Agreement of 1980 (refer to Exhibit 9).

¹Planning Areas shown on Exhibit 8

²Commercial overlay comprises 15.2 acres

³Includes landscaped slopes along major streets

⁴Commercial overlay comprises 2.7 acres



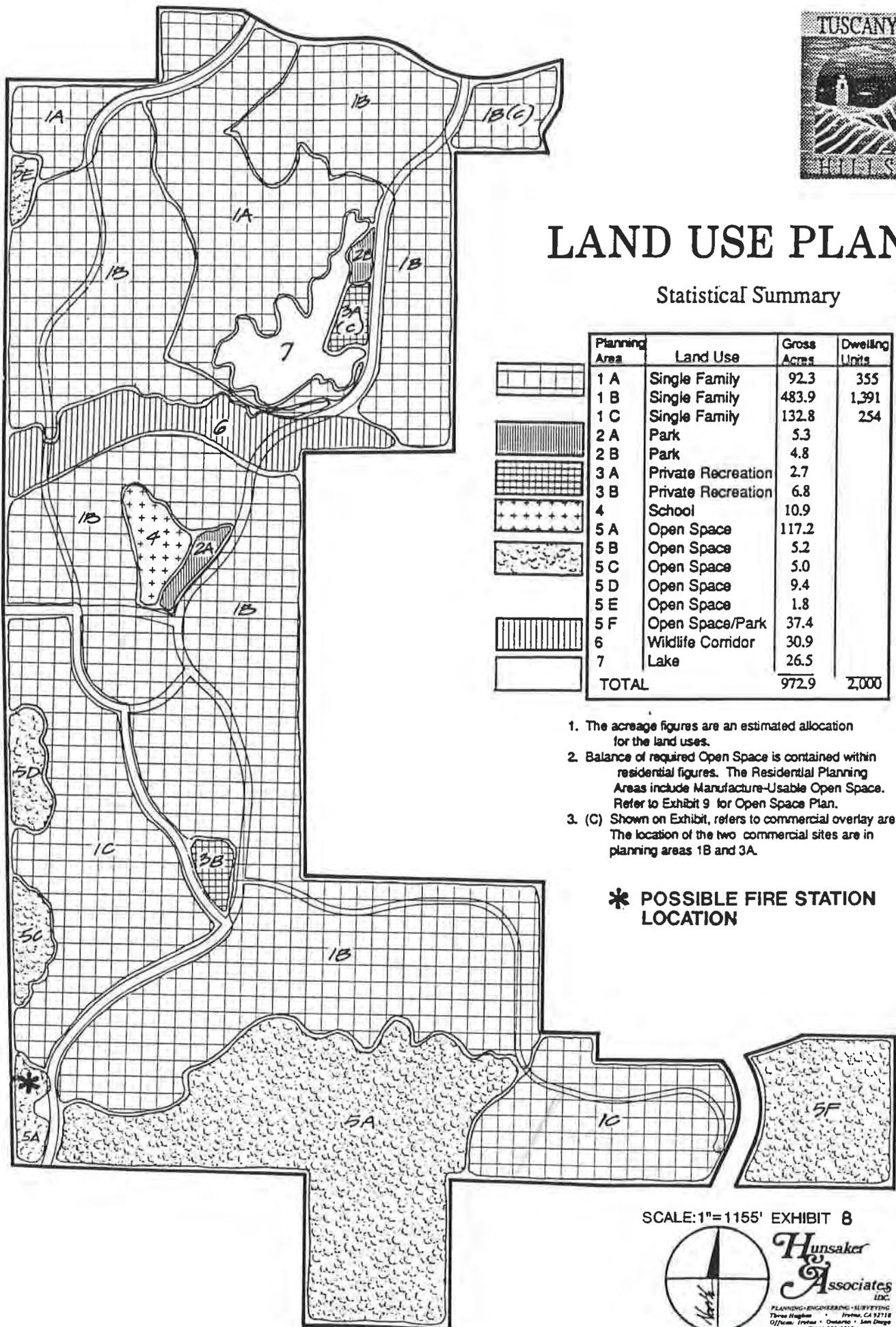
LAND USE PLAN

Statistical Summary

Planning Area	Land Use	Gross Acres	Dwelling Units
1 A	Single Family	92.3	355
1 B	Single Family	483.9	1,391
1 C	Single Family	132.8	254
2 A	Park	5.3	
2 B	Park	4.8	
3 A	Private Recreation	2.7	
3 B	Private Recreation	6.8	
4	School	10.9	
5 A	Open Space	117.2	
5 B	Open Space	5.2	
5 C	Open Space	5.0	
5 D	Open Space	9.4	
5 E	Open Space	1.8	
5 F	Open Space/Park	37.4	
6	Wildlife Corridor	30.9	
7	Lake	26.5	
TOTAL		972.9	2,000

1. The acreage figures are an estimated allocation for the land uses.
2. Balance of required Open Space is contained within residential figures. The Residential Planning Areas include Manufacture-Usable Open Space. Refer to Exhibit 9 for Open Space Plan.
3. (C) Shown on Exhibit, refers to commercial overlay area. The location of the two commercial sites are in planning areas 1B and 3A.

* POSSIBLE FIRE STATION LOCATION



SCALE: 1"=1155' EXHIBIT 8



Hunsaker & Associates inc.
 PLANNING • ENGINEERING • SURVEYING
 Three Hedges • Irvine, CA 92718
 Offices: Irvine • Oceanside • San Diego
 (714) 543-1010

21

II. Introduction

II. INTRODUCTION

Site Location/Description

Tuscany Hills is located in south central Riverside County adjacent to the northeastern city limits of Lake Elsinore, California. Exhibits 1 and 2 locate the project in its regional and local vicinity, respectively. The site is located entirely within the corporate limits of the City of Lake Elsinore. Summerhill Drive serves as the main access to Tuscany Hills from the southwest. This road intersects with Railroad Canyon Road near Interstate 15, approximately one mile from the site. Canyon Lake (Railroad Canyon Reservoir), which is situated in the San Jacinto River plain, is east of the site. The project site is bounded to the north by Greenwald Street. Greenwald Street intersects with Highway 74, approximately two miles north of the site, providing access to the cities of Perris and Riverside.

The Tuscany Hills site is contiguous to the western boundary of the Canyon Lake community, and parallels an east-west trending ridgeline which has a peak elevation of 1,915 feet. The southern flank of this ridge descends to an elevation of \pm 1,320 feet near the San Jacinto River. The canyons and swales of the property flow easterly toward the lake which is constructed across the San Jacinto River. Slopes in this portion of the site generally range from 30 percent to 50 percent in some areas. The average slope within Tuscany Hills is approximately 35 percent.

Project Overview

The Tuscany Hills Specific Plan consists of 973 acres and contains a total of 2,000 dwelling units (Exhibit 3). Open space is an essential element of the project. Approximately 170 acres of the southern portion of the site will be maintained in its natural condition. In addition, a 31-acre wildlife corridor has been incorporated into the design. Additionally, community parks, a lake, a school site, and private recreation areas are provided as illustrated on the Conceptual Site Plan (Exhibit 3).

Project History

Prior approvals for the site relate to the proposed Canyon Lake Hills Planned Development which began in 1978. In 1979, a general plan amendment and preannexation zone change were filed for the 2,000 dwelling unit Canyon Lake Hills Planned Development. In July 1979, an EIR was submitted to the City of Lake Elsinore.

In May 1980, the City and Canyon Lake Hills Developers signed a Development Agreement which stated the conditions, terms, standards, restrictions, regulations, and requirements for the development, construction and operation of the proposed residential, commercial and open space planned development of Canyon Lake Hills. One of the most significant provisions in the development agreement stated that the "Rules of the Game" would be the policies, ordinances and resolutions in effect at the date of the execution of the agreement. This agreement stated that any ordinance policies or resolution adopted after the execution of the agreement and deemed "more restrictive" would not apply to the Canyon Lake Hills development.

REGIONAL VICINITY

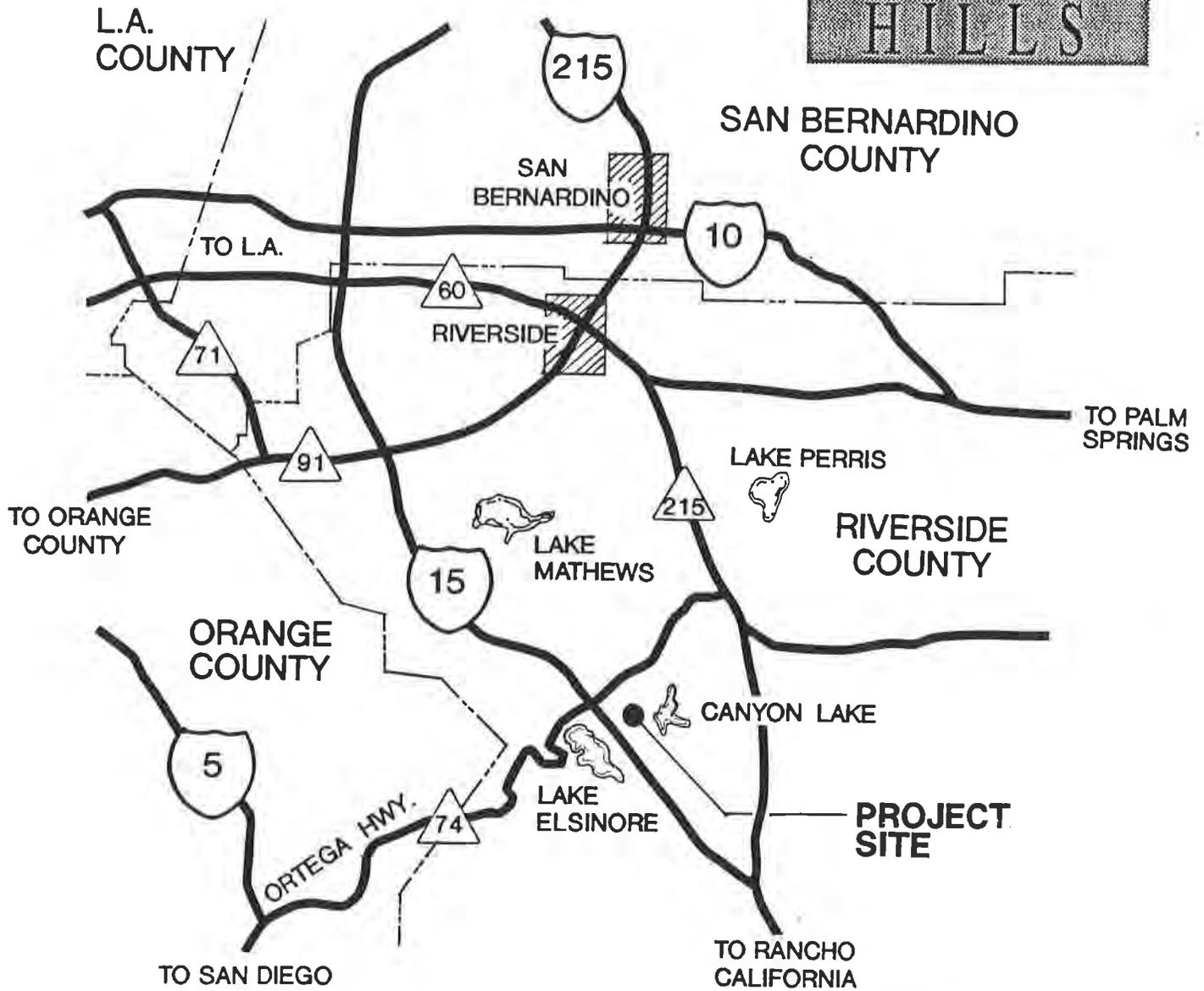
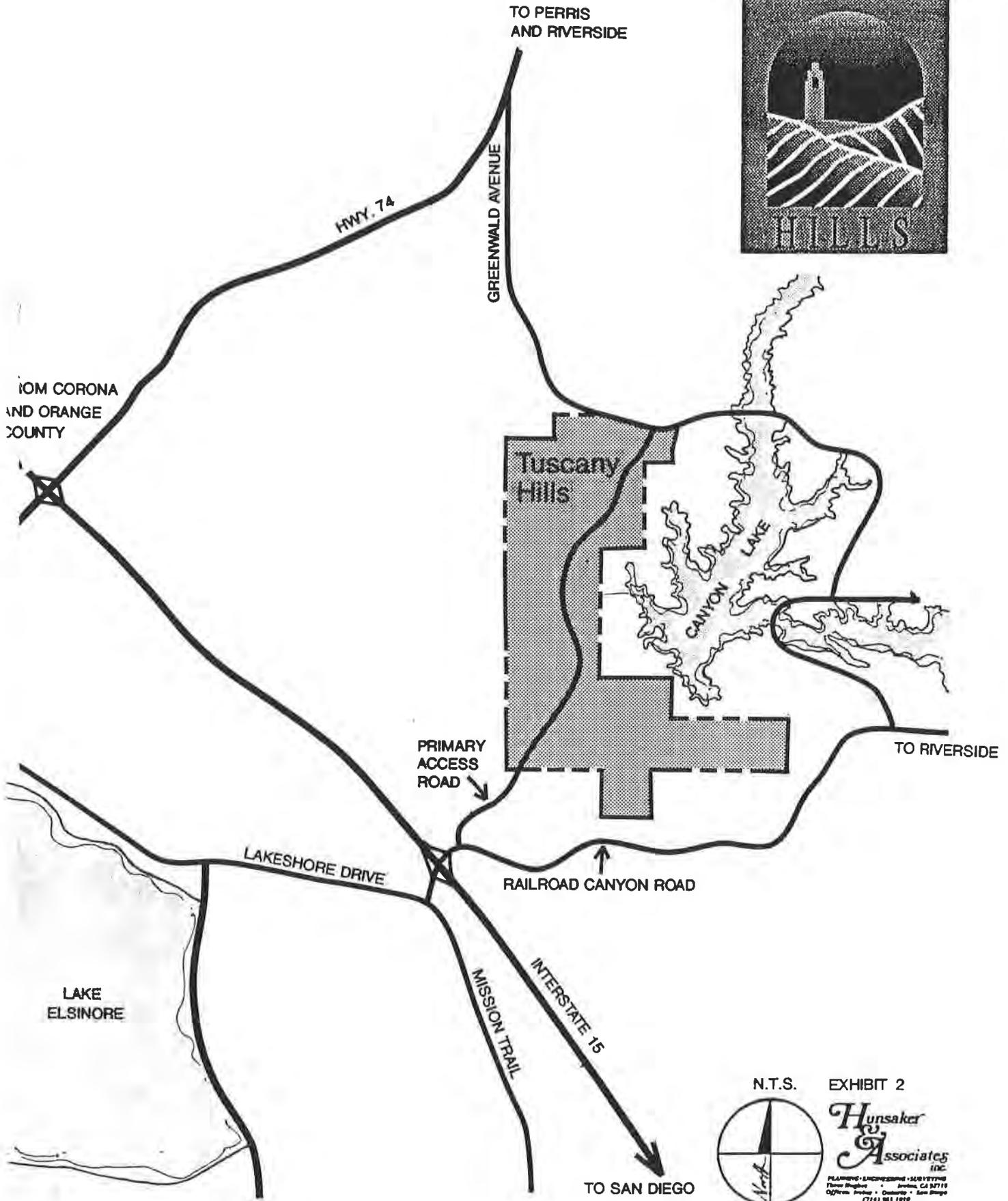
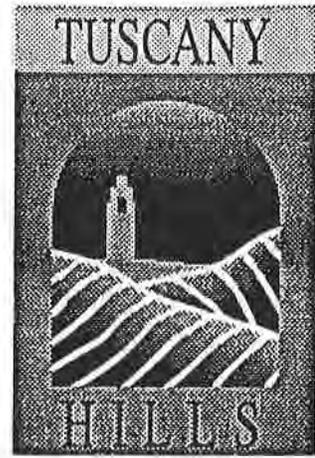


EXHIBIT 1
Hunsaker & Associates
INC.
 PLANNING • ENGINEERING • SURVEYING
 Three Hughes Irvine, CA 92718
 Offices: Fresno • Oceanside • San Diego
 (714) 963-1818

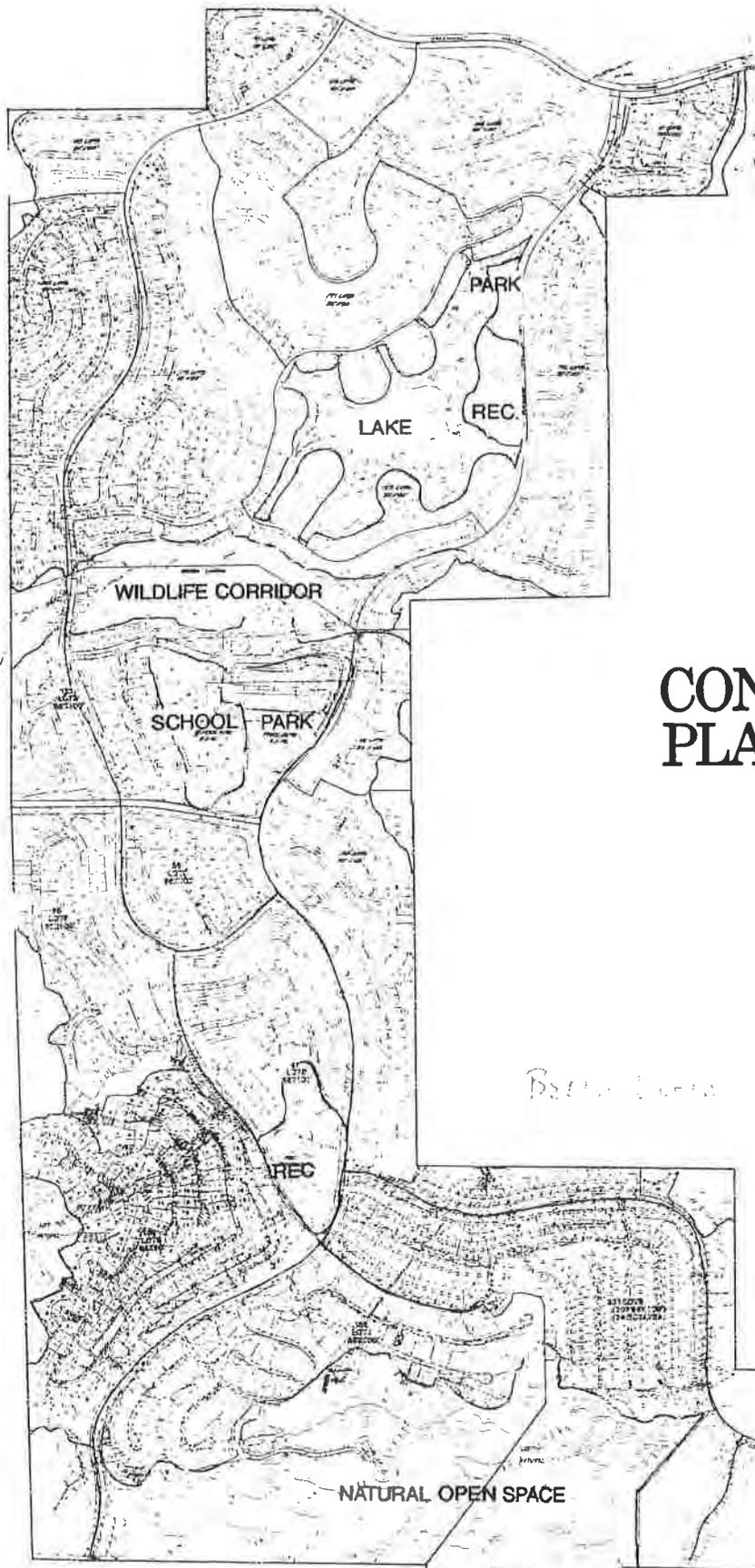
PROJECT VICINITY



N.T.S. EXHIBIT 2



Hunsaker & Associates
INC.
PLANNING • ENGINEERING • SURVEYING
P.O. Box 1000 • Irvine, CA 92710
Office: Irvine • Ontario • San Diego
(714) 953-1000



CONCEPTUAL SITE PLAN

SCALE: 1"=1155' EXHIBIT 3



Hunsaker
Associates
INC.
PLANNING • ENGINEERING • ARCHITECTURE
Three Hughes • In the CAJON
Offices: Irvine • Ontario • San Diego
(714) 963-1010



In January 1981, the developers, ABC Heritage, submitted Tentative Tract Map 17413 to cover the southern portion of Canyon Lake Hills. In the late summer of 1981, the developers revised Tract 17413 because the project as per the approved map was not buildable.

A revised map was submitted in the fall of 1981, proposing a new access for the project and single loaded streets to provide for more view lots. To enable the single-loaded streets feasible, the developer proposed the streets as being 40 foot right-of-ways with 28 foot curb separation.

The United States Department of Housing and Urban Development (HUD) was, at the time, going to provide housing for Canyon Lake Hills as part of their Title 10 program. At HUD's request, an EIS was prepared to address the following areas of concern:

- Distance between street intersections
- Impact of tract map on wildlife
- Fire Department's major concern about the narrow streets
- Lack of access to Railroad Canyon Road
- Street widths and offsets and the proposed "gated community"

Tentative Tract 17413 was finally approved by the Planning Commission on January 1982 (Exhibit 4 shows the history of planning approvals). The City Council directed the new developers, ABC Heritage, to apply for a variance on requested street widths and building setbacks. An amendment to the Development Agreement for the new access road was prepared, but never executed. By April 1982, the Planning Commission had approved the variance request. Subsequently, Homestead Land Development Corporation purchased Canyon Lake Hills, and the name of the project was changed to Tuscany Hills. The Technical Appendices that accompanies the Tuscany Hills Specific Plan document the planning and approval history for Tuscany Hills.

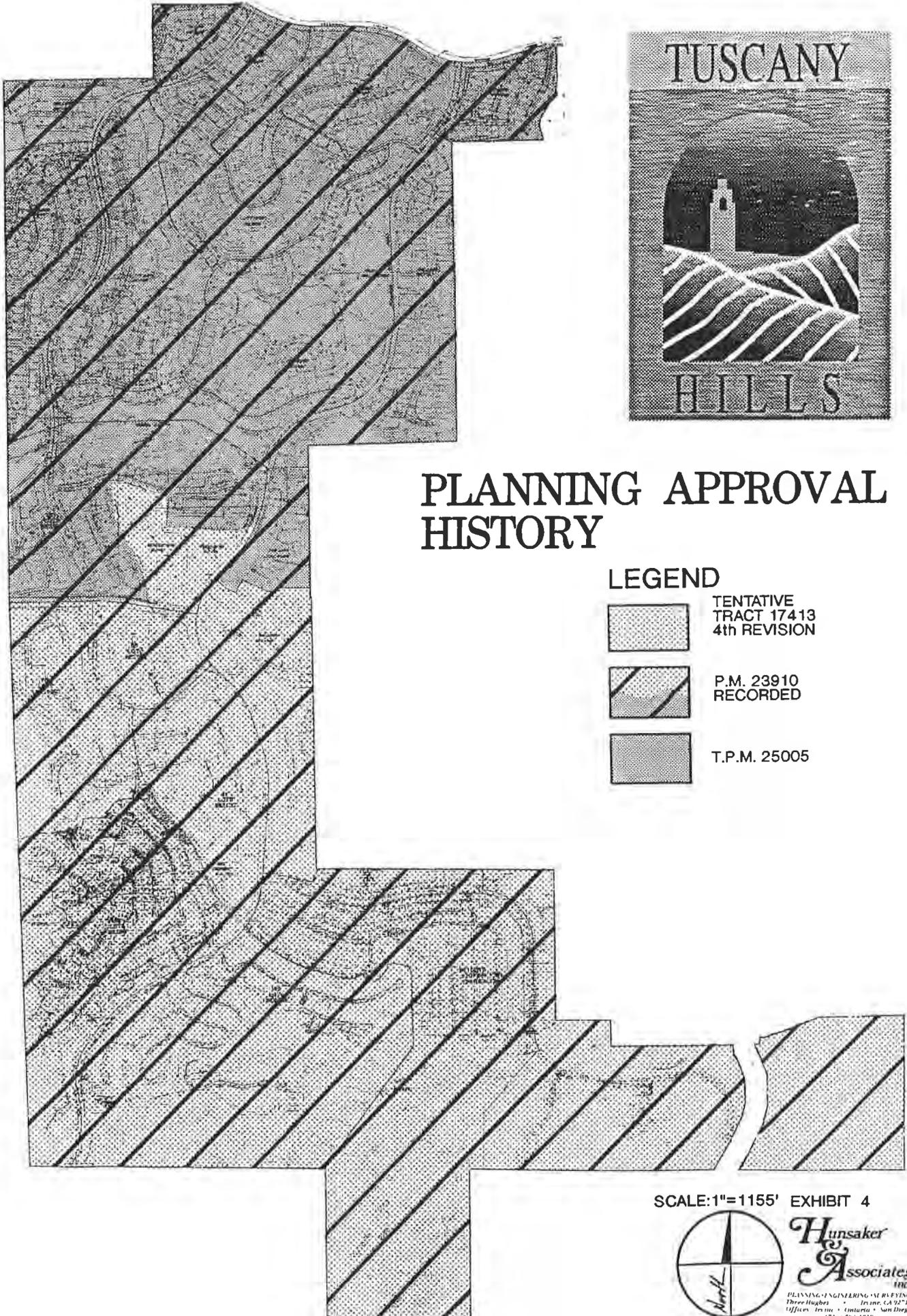
Purpose and Objectives

The purpose of the Tuscany Hills Specific Plan is to provide the regulatory framework to expedite and provide predictable standards of regulation for the development process of Tuscany Hills through the City of Lake Elsinore. After adoption by ordinance, a specific plan has an effect similar to the local zoning code. Tentative and final tract maps must be consistent with the applicable specific plan provisions. All detailed plans submitted in the future shall be consistent with this specific plan.

Preparation of this specific plan is not required for the Tuscany Hills project since the project was approved by the City of Lake Elsinore in 1980. The purpose of this document is to "pull" together in one document and update the numerous planning and processing studies and agreements that have occurred during the life of the Canyon Lake Hills/Tuscany Hills project, a project that essentially began in 1978.

The Tuscany Hills Specific Plan identifies the general location and type of land uses and sets standards for various development options, as well as provides a focus for the standards and guidelines under which these areas will be developed.

An important function of the Tuscany Hills Specific Plan is to reduce the need for detailed planning and environmental review procedures related to subsequent development of the project area. The specific plan regulations contained herein are intended to be responsive to changing community needs and desires in order to function without the need for amendments and review.



PLANNING APPROVAL HISTORY

LEGEND

-  TENTATIVE TRACT 17413 4th REVISION
-  P.M. 23910 RECORDED
-  T.P.M. 25005

SCALE: 1"=1155' EXHIBIT 4



Hunsaker & Associates
 INC.
 PLANNING, ENGINEERING, ARCHITECTURE
 Three Hughes • Irvine, CA 92714
 Offices: Irvine • Ontario • San Diego
 (714) 843-1010

III. Site Analysis

III. SITE ANALYSIS

Topography

Tuscany Hills is located adjacent to the foothills of the Santa Ana Mountains in southwestern Riverside County. It is contiguous to the western boundary of the Canyon Lake community, and parallels an east-west trending ridgeline which has a peak elevation of 1,915 feet. The southern flank of this ridge descends to an elevation of 1,320 feet near the San Jacinto River. Slopes generally range from 30 to 50 percent, with the overall average approximately 35 percent. Overall, approximately 10 percent of the site has slopes of 0-10 percent, 20 percent of the site has slopes of 10-20 percent, 30 percent of the site has slopes of 20-30 percent, 30 percent of the site has slopes from 30-50 percent and 10 percent of the site has slopes in excess of 50 percent.

Geology

Tuscany Hills is within the Peninsular Range Geomorphic Province of Southern California and is situated in the eastern foothills of the Santa Ana Mountains. This region is chiefly underlain by igneous and metamorphic rocks at the pre-Cenozoic age. The metamorphosed materials were originally Mesozoic sedimentary rocks. The igneous materials are mainly granitic in nature.

Tuscany Hills lies near the boundary of two regional geologic provinces, the Perris Block and the Santa Ana Mountains. The site contains five basic geologic units: recent alluvium of stream transported sands and gravels; older alluvium sands and gravels with a silt and clay binder; terrace deposits of sandy gravels with boulders; Santa Ana formation metamorphic rocks of the triassic age; and intrusive igneous complex, a massive collection of igneous materials ranging from granodiorite to gabbro.

Seismicity

Liquefaction during seismic events is not considered a problem at Tuscany Hills due to the shallow depth of bedrock and rocky surficial deposits.

The seismicity of the region is dominated by the Elsinore fault zone. The north Elsinore fault zone lies approximately one-half mile from the southwest corner of the property. Other faults within the Elsinore fault zone which occur within four miles to the southeast consist of the Glen Ivy Fault, Willard Fault, and the Wildomare Fault. Lake Elsinore occurs within a depressed fault block between the Willard and Glen Ivy Faults.

Other active faults are located in the general region of the project site, such as the large San Jacinto and San Andreas Fault Zones. A summary of the major faults and their distances from the site is shown on Table 2.

TABLE 2
Major Earthquake Faults

Fault	Distance from Site (Miles)
Elsinore	2
San Jacinto	20
San Andreas	30

Soils

The soils of the project site consist mainly of rocky and sandy loams of the Lodo, Cieneba, Garretson, and Hanford series. In addition, there are scattered areas of Bosanko clay soils and artificial fill materials.

Loose, alluvial sands and gravels comprise the majority of the site soils. While most of these deposits are within a few feet thick, thicker deposits are located along the southern boundary and southeastern corner of the site. The only soils on-site that have presented engineering or development problems in the past in other areas are the Bosanko clays and areas with slopes greater than 45 percent. Bosanko clays must be carefully managed because they are relatively expansive when infiltrated by water. Steep slopes present grading and erosion problems.

Only the Class II Garretson soils have any significant value for agricultural use. This type of soil is available on less than one percent of Tuscany Hills. The Bosanko and Hanford soils are Class III soils with limited agricultural potential. All other on-site soils have a Capability Classification of VII, indicating very limited agricultural usefulness.

Hydrology

The depth to groundwater surface within the site is the canyon bottoms where seepage is prevalent. The site exhibits a moderate to high infiltration rate due to the nature of the metamorphic bedrock. The groundwater storage is continually being replenished by deep percolation of water from precipitation and stream flow. Groundwater levels fluctuate dramatically within the wash areas. The groundwater table is near the surface within the San Jacinto River easterly and southerly of the site.

Existing drainage of the project site is controlled by the east-west canyons and swales which channel runoff eastward toward Canyon Lake. Regional drainage flows into either the San Jacinto River or Canyon Lake. The river eventually flows into Lake Elsinore. The water quality of Canyon Lake is marginal due to the amount of agricultural runoff from the east and northeast. The Hydrology Plan for Tuscany Hills is shown on Exhibit 5.

SURROUNDING LAND USE

- * BOUNDARIES OF SURROUNDING LAND USE ARE APPROXIMATE.
- * BALANCE OF SURROUNDING LAND USE IS MADE UP OF FEDERAL PROPERTY & PRIVATE HOLDINGS.



TO PERRIS
AND RIVERSIDE

GREENWALD
AVENUE

HIGHWAY 74

AVENUE

FROM CORONA
AND ORANGE
COUNTY

RAMSGATE
(approved)

Tuscany
Hills

CANYON
LAKE

INTERSTATE 15

TO RIVERSIDE

FRIEDMAN PROPERTY
(approved)

LAKESHORE DRIVE

RAILROAD

CANYON

ROAD

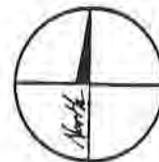
COTTONWOOD
HILLS
(approved)

LAKE
ELSINORE

MISSION TRAIL

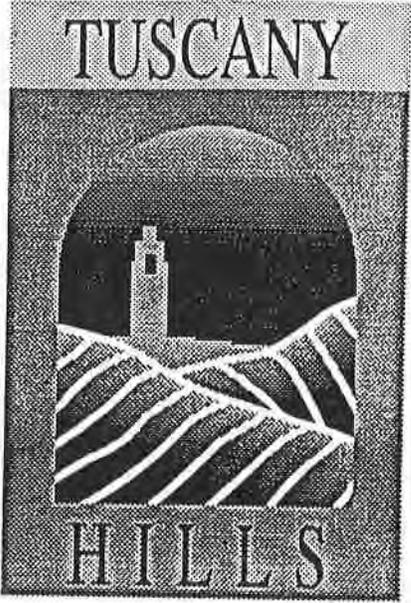
TO SAN DIEGO

N.T.S. EXHIBIT 7



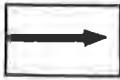
Hunsaker
Associates
INC.

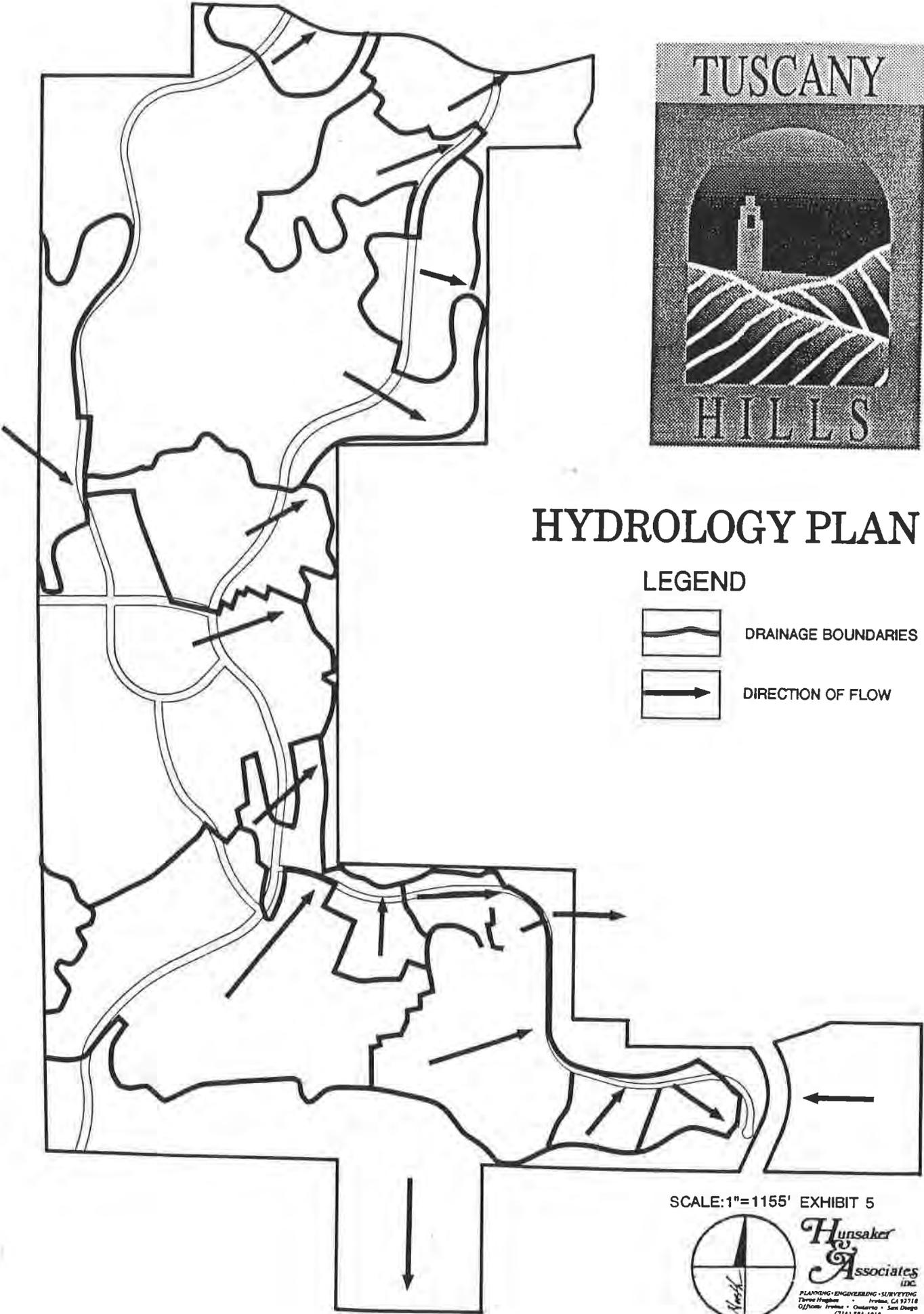
PLANNING - ENGINEERING - ARCHITECTURE
Flower Station • Irvine, CA 92718
C/O Flower Station • Ontario • San Diego
(714) 961-1900



HYDROLOGY PLAN

LEGEND

-  DRAINAGE BOUNDARIES
-  DIRECTION OF FLOW



SCALE: 1"=1155' EXHIBIT 5



Hunsaker & Associates
INC.
PLANNING • ENGINEERING • SURVEYING
Three Hedges Irvine, CA 92718
Offices: Fremont • Oxnard • San Diego
(714) 382-1918

Biology

Southern Section

The bulk of the project site has received little or no prior impact, except from fire and from minimal sheep grazing. Indigenous communities are of significant extent and characteristics species diversity. A full complement of indigenous fauna typically occupying interior scrub habitat is found on-site.

Three types of habitats having biological value are found on the property: extensive upland sage scrub, riparian woodlands, and adjacent brushy slopes and exposures of Bosanko clay.

- o Sage Scrub - The vast area constituting the western half of the southern project site and containing an unbroken coastal-inland sage scrub cover is inhabited by a significant population federally-listed endangered Stephen's kangaroo rat, in addition to a variety of other dry land adapted mammal and reptile species.
- o Riparian Woodlands - All riparian locales on site, including the San Jacinto River (technically under separate ownership), Cottonwood Creek, and four tributary arroyos of the former drainage, contain riparian habitat which is extensively utilized by a variety of fauna, including songbirds and nesting raptors.
- o Brushy Slopes and Bosanko Clay Exposures - Because of the limiting quality of the Bosanko substrate, grasses and forbs are generally low growing and opportunities exist for establishment or persistence of noncompetitive species, including those which are rare and endemic. The Bosanko exposures are also ideal sites for spring wildflower displays, containing a diversity of species.

Northern Section

The biological setting of the bulk of the northern Tuscany Hills is characterized by the extensive stands of open coastal sage scrub interspersed by brushy or wooded drainage courses.

The habitat of the northern half of the project site is less biologically diverse and more disturbed than the contiguous habitat in the southern half. Sheep grazing has been a past land use whose impact is still obvious. Mining and prospecting has impacted certain limited portions of the site and some off-road vehicle use and parking has impacted flat land north of Greenwald Avenue.

Coastal sage scrub is the principal type of vegetative cover present on the northern half. The condition and productivity of this community, including density and species diversity, is poorer than in the area immediately to the south. Shrub cover is generally not contiguous, but is instead interspersed with low-growing annual grass vegetation.

Two significant habitat types are found in the northern planning area. The first is the grassy and open coastal sage scrub settings documented as being occupied by the Stephen's kangaroo rat or where this species' presence is suspected. The following section assesses the impacts of the project to the Stephens Kangaroo Rat.

The second habitat of significance is the main drainage, which enters at the northwest corner of the property and exists at the southeast. A lateral drainage area also passes through the southern part of this area. In October 1988, Homestead obtained a 1603 Agreement from the California Department of Fish and Game.

Stephens Kangaroo Rat

Development of Tuscany Hills will impact approximately 282 acres of known habitat of the Stephens Kangaroo Rat, listed by the U.S. Fish and Wildlife Service as an endangered species.

To determine the effects of the proposed project on the Stephens Kangaroo Rat, a focused biological assessment was conducted by Tierra Madre Consultants, Inc., in January 1989. This assessment included a literature review to identify reported occurrences of the Stephens Kangaroo Rat on, or in the vicinity of, the project site, and a survey for potential Stephens Kangaroo Rat habitat. In addition, a walkover survey of the Tuscany Hills site and a range-wide survey to find and map the populations of Stephens Kangaroo rats was completed by O'Farrell Biological Consulting in February 1989.

The results of the Tierra Madre studies are noteworthy in two respects. First, the site currently supports about 282 acres of occupied Stephens Kangaroo Rat habitat, distributed in a patchy configuration typical of the species throughout the 973 acre site. Second, the entire Tuscany Hills site is contained within one of nine areas currently under study by the County of Riverside as a potential reserve for this species. This study area in which the project site is located is known as the Canyon Lake/Kabian Park site, and includes approximately 9,350 acres. The O'Farrell study concluded that the Kalbran Park site should not be considered as a potential preserve location because of its marginal habitat quality. The preferred preserve sites were chosen on the basis of general quality of habitat and the presence of relatively continuous, significant SKR abundance.

Construction of the project would result in the direct loss of the occupied Stephens Kangaroo Rat habitat that is found on the site. It would also effectively eliminate the southernmost portion of the Canyon Lake study area as a possibility for a potential reserve through direct loss of habitat on site and isolation of adjoining habitat found in the southern portion of the study area.

Taking of the Stephens Kangaroo Rat is prohibited by the Endangered Species Act and this prohibition has resulted in efforts by the County of Riverside and affected cities to develop a Habitat Conservation Plan and seek authorization to take specified areas in order to facilitate some continued development in the range of the Stephens Kangaroo Rat. The County is currently engaged in a program to determine the effect of a region-wide reserve strategy for the Stephens Kangaroo Rat in western Riverside County relating to their efforts to apply for and obtain a long-term Section 10(a) permit.

To assess the impacts of development of Tuscany Hills on the Stephens Kangaroo Rat population in light of the species as a whole, the United States Fish and Wildlife Service conducted a field reconnaissance of the project site. In April 1989, portions of the Stephens Kangaroo Rat habitat were visited by the Fish and Wildlife Service biologists, biological consultants for the County of Riverside, and representatives of the County and the Sierra Club. In addition, unpublished reports prepared by the County's biological consultants, assessing the long-term potential of habitat in the Lake Elsinore region, as well as soils maps and other available information, were consulted. The results of these analyses indicated that the Stephens Kangaroo Rat is found at this time primarily in trace abundance (i.e. <2 borrows/100 square meters). Based on estimates of density, there may be approximately 115 Stephens Kangaroo Rats on the Tuscany Hills site. The soils and vegetational attributes, plus the relatively degraded condition of the site due to prior construction activities, dumping, and off-road vehicle use, appears to have limited the long-term potential of the site as a reserve for the Stephens Kangaroo Rat.

It is the biological opinion of the U.S. Fish and Wildlife Service that the conservation measure prescribed in the Tuscany Hills Project Stephens Kangaroo Rat Conservation Plan and its implementing Conservation Agreement, will not jeopardize the continued existence of the Stephens Kangaroo Rat. The net result of the program would be the elimination of the southern portion of the Canyon Lake study area in exchange for acquisition of over 600 acres (including at least 282 acres of occupied Stephens Kangaroo Rat habitat) in the Estelle Mountain area, a site identified as another study area for a potential Stephens Kangaroo Rat reserve. This acquired land could be combined with other lands to be acquired in this area and used for establishment of a permanent reserve for the Stephens Kangaroo Rat.

The initial phase of the mitigation program for the Conservation Plan provided the acquisition of 560 acres of good quality preserve property to minimize the impact loss of the low quality habitat within the project. An additional 46.7 acres of occupied habitat will be acquired and added to the preserve system to complete the mitigation of the habitat loss on the project site.

Archaeology

An archaeological records search of the Tuscany Hills site was conducted at the Archaeological Research Unit, University of California at Riverside, on October 13, 1989. Based upon that records search it was determined that the entire project site had been previously surveyed for cultural resources, and that as a result of that survey, four (4) recorded prehistoric or historic sites were identified.

To further scientific inquiry concerning these four recorded sites and to document the significance of those cultural resources in accordance with the California Environmental Quality Act, a physical reconnaissance of the project site was undertaken on November 16, 1989. The findings of that records search and on-site inspection are summarized below:

- The Wrench Gold and Slate Project
Although the first recorded mining claim on this location dates to 1937, Mexican miners were working the area prior to the 1870s. The subject site contains artifacts from that mining prospect and comprises a partially buried house foundation with rock walls, a scatter of tin cans and automobile parts and two other associated concrete foundations which date to the 1930's era. In recognition of the relatively recent nature of this site, a historic archaeologist will test, excavate, map and document this prospect prior to any direct impact (e.g. grading).
- A Segment of the Old Railroad Canyon Road and Railroad Bridge
These late 19th century features have been identified as relating to the original development of the region. Upon physical inspection (by a qualified archaeologist) the site was found to be undisturbed but is in very poor condition. Most, if not all, of the timbers were found to be decayed and buried in brush that has washed down the creek. This feature is in such a state of decay (either rotten or mired in the creek bed) that this site offers limited research potential. Because of its location in the creek, it is unlikely that it would be disturbed unless the creek was either rerouted or channelized.

Through subsequent investigation of this feature, the remains of the bridge and roadbed will be recorded and described within the historical framework of the railroad operation.

- Remains of the Ella Van Fossen Residence
This site comprises the remains of the Ella Van Fossen residence which dates to the 1920's era. Miss Van Fossen was an early local environmental activist who single-handedly attempted to block construction of the Railroad Canyon Dam. In 1926-27 she burnt her residence and the surrounding environment as one final gesture of protest.

Permitted grading activities, authorized under Tentative Tract No. 17413 - Revision No. 4 have partially impacted this feature. Melted glass, charred wood and portions of the foundation were observed during field inspection. Subsequent archaeological investigation is currently underway in an attempt to locate the privy which would be of value in the interpretation of this site.

- RIV-698
This prehistoric site, located in the southern "pan handle" of the property, consists of a small milling station with accompanying light chipped stone scatter. Portions of this site have been impacted by permitted grading activities authorized under Tentative Tract No. 17413 - Revision No. 4. Archaeological investigations are currently underway, including mapping and photographic documentation of the milling feature, for the further recordation of this feature.

IV. Land Use Plan

IV. LAND USE PLAN

Site Grading

The concept grading plan for Tuscany Hills is shown on Exhibit 6. Table 3 illustrates the proposed cut and fill calculations for Tuscany Hills. Grading of the site will be conducted in a manner which eliminates the need for the import or export of dirt.

**TABLE 3
Tuscany Hills Cut and Fill**

	<u>North</u>	<u>South</u>
Cut	5,142,330 cubic yards	7,559,320 cubic yards
Fill	4,785,370 cubic yards	7,424,000 cubic yards

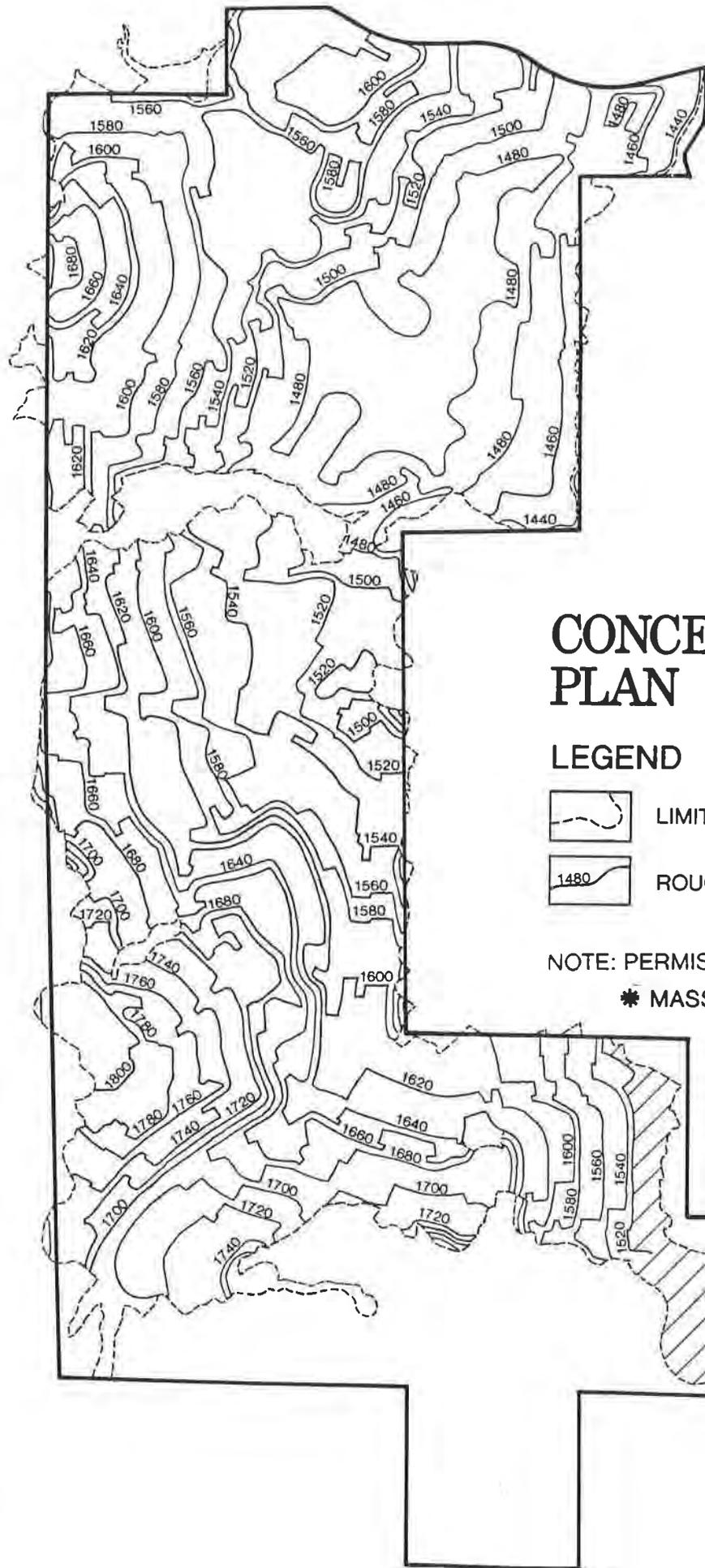
While significant grading will occur, the grading concept for the site is intended to maintain the natural land form as closely as possible. In addition, single loaded and 28-foot street widths help to maintain the natural land form. This is especially true in the northern half of the project site in which more gentle slopes and open flat areas are found. The southern half of the project site will necessitate increased grading as steeper ridges, where average slopes of 35% are encountered, which will allow views of surrounding hills and Canyon Lake.

Approximately 170 acres of the southern portion of the project will remain natural and ungraded. In addition to the open space areas, the southern portion includes approximately 23 acres of park land, a 37.4 acre open space/park site, and 57 acres of estate lots. Minimal grading will occur in the establishment of these lots. Approximately 33 acres in the northern portion will be left as open space, and 34 acres will be developed as park, recreation, and lake use. In addition, the 31-acre wildlife corridor in the northern half of the project site will remain in open space.

Land Use Plan

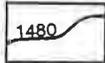
Surrounding Land Use

Most of the existing developments are located on two opposite sides (the northeast and southwest) of the lake, while the agricultural lands are mainly located on the northwest and southeast ends of the subregion. A large floodplain is located adjacent to the southeastern end of the lake. Although the lake is a regional recreational facility, it is not fully developed. Land uses surrounding the project site are predominantly undeveloped except for the Canyon Lake community, to the east (see Exhibit 7). Canyon Lake consists mainly of custom home sites. Ramsgate has an approved specific plan which includes 2,850 dwelling units. Vesting tentative tract maps are currently in process with the City of Lake Elsinore. The Friedman property has a recorded tract map with grading and development in progress. The balance of the surrounding property consists of vacant, undeveloped private and federal property. Greenwald Avenue provides access to the north from the site, and Railroad Canyon Road provides the southerly access to the Canyon Lake community and Tuscany Hills.



CONCEPT GRADING PLAN

LEGEND

-  LIMITS OF LANDFORM ALTERATION
-  ROUGH GRADE CONTOURS

NOTE: PERMISSION TO GRADE OFFSITE IN PROGRESS

* MASS GRADED PER T. 17413-4

SCALE: 1"=1155' EXHIBIT 6



Hunsaker
Associates
INC.
PLANNING • ENGINEERING • SURVEYING
Three Hedges • Irvine, CA 92718
Offices: Irvine • Ontario • San Diego
(714) 543-1010

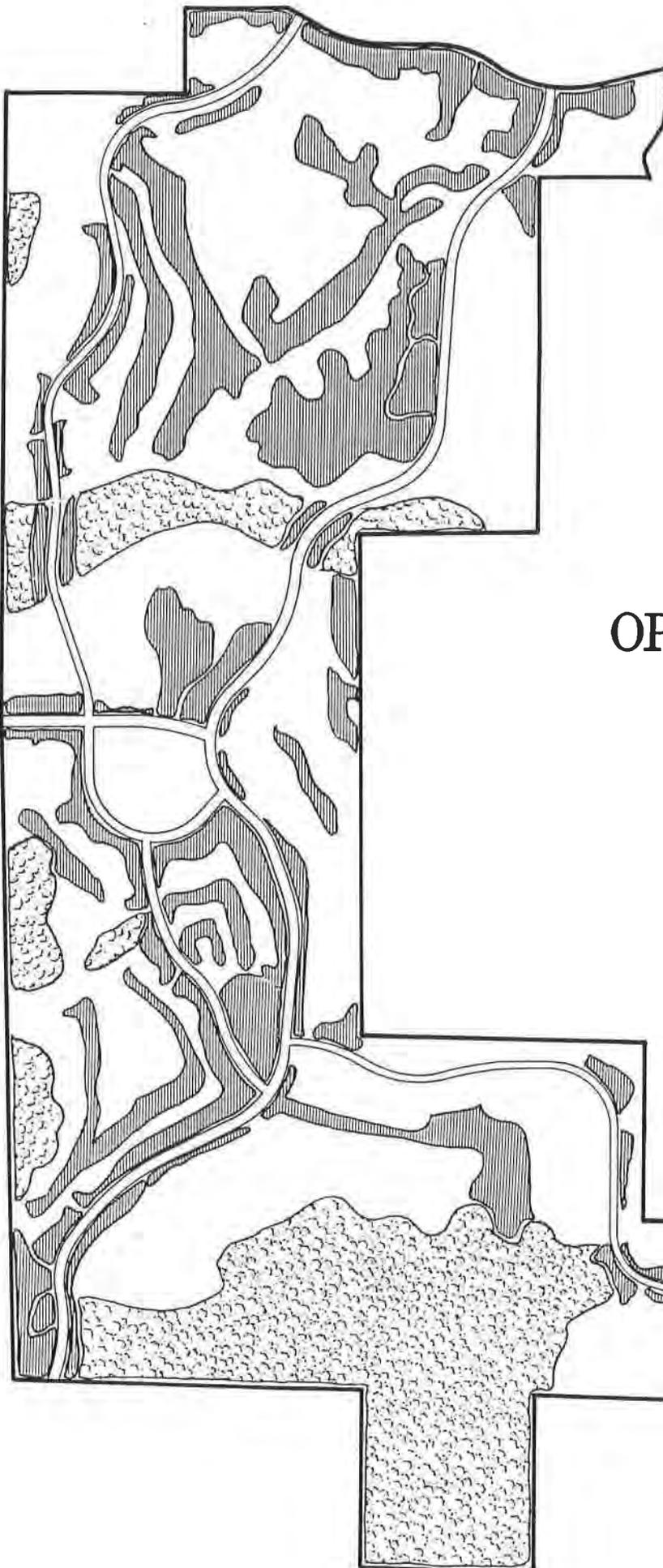
Tuscany Hills Specific Plan Land Uses

The Tuscany Hills land use plan consists of 4 primary land use designations: residential, parks and recreation, schools and open space (Exhibit 8). The development program consists of selling completely designed planning units of approximately 200 lots to builders. This will allow a distinct and varied product type while maintaining an overall theme for the community. The four primary land uses are discussed below:

- o Residential Uses - The construction of 2,000 dwelling units is the primary component of the land use plan. These units will be constructed in four distinct phases as discussed in Section XII, Project Phasing. Approximately 709 acres are devoted to residential construction, primarily in the northern half and southern two-thirds of the site.

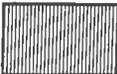
Due to the relatively steep and varied site conditions, development costs will be significantly higher than would occur on a more consistent site. This will require that the homes be targeted to middle and upper income families. Single loaded street configurations will be more sensitive to the topography and will allow a majority of the lots to have Canyon Lake and Lake Elsinore views.

- o Commercial Uses - The land use plan identifies a residential area and private recreation area within the Tuscany Hills Specific Plan that include commercial overlays. One of these areas is adjacent to the lake and may contain facilities associated with the Recreation Center/Beach Club. The other area that has a commercial overlay is in the extreme northeast corner of the project site. This area may provide neighborhood commercial land uses.
- o Parks and Recreation - Two distinct private recreation areas and two public parks are provided in the land use plan. Also included in the plan is the 37.4 acre open space/park located in the southeast portion of the site. The first private recreation area (planning area 3B) is the Homeowners Association Recreation Center at the intersection of Summerhill Drive and Via Scenica in the southern half of the project. The Center is anticipated to include a competition size Junior Olympic swimming pool, wading pool, spa, tennis courts, basketball/volleyball court, tot lot, picnic area, and community building as approved by the Planning Commission in June 1989. A second private recreation area is located next to the proposed 26.5-acre lake in Planning Area 3A and consists of approximately 2.7 acres. A five-acre public park in Planning Area 2A will be constructed in conjunction with and adjacent to the eleven-acre school site along Summerhill Drive and La Strada. In the northern section, also along Summerhill Drive, a 4.8-acre park site is located adjacent to the 2.7-acre private recreation area next to the lake. The precise program for this park site will be approved by the City's Community Services Director.
- o School - An approximate 11-acre elementary school site has been incorporated into the land plan adjacent to a 5-acre public park along Summerhill Drive. The school is centrally located in the community to minimize driving and walking distances to the school.

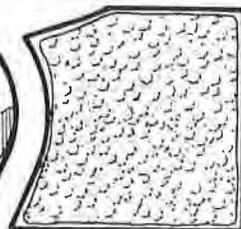


OPEN SPACE PLAN

LEGEND

-  NATURAL / ENHANCED OPEN SPACE
-  USABLE OPEN SPACE / MANUFACTURED SLOPES •

*INCLUDES SCHOOL SITE, PARK, LAKE, MANUFACTURED SLOPE AREAS ADJACENT TO MAJOR ARTERIALS.



SCALE: 1"=1155' EXHIBIT 9



Hunsaker
Associates
INC.
PLANNING • ENGINEERING • SURVEYING
Three Angles • Fresno, CA 93718
Offices: Fresno • Oxnard • San Diego
(714) 543-1010

Open Space/Wildlife Corridor

Natural contours and topographic features will be preserved to the greatest extent possible in the open space areas and for the 31-acre wildlife corridor (Exhibit 9). The wildlife corridor, which runs east/west, provides potential links to existing Federal Bureau of Land Management land. Where streets cross the wildlife corridor, the project will be designed to utilize such things as drainage culverts to allow for animal crossings. Open space areas to the south near the water tank will have indigenous vegetative cover and fuel break areas.

The natural open space areas of Tuscany Hills comprise approximately 170 acres and are found primarily in the southern half of the project. This includes a large 117-acre parcel surrounding the water tank, and a 37-acre open space/park area in Planning Area 5F. The 117-acre open space area will be dedicated to the City. Pursuant to the 1980 Development Agreement, the City has the option whether or not to accept the dedication of the 37-acre site.

Additional useable open space/manufactured slopes are found throughout the site, particularly along roadways in the southern half and in the flat areas to the west of the proposed lake. The open space, parks, private recreation areas, lake and wildlife corridor comprise approximately 253 acres. This acreage, plus a minimum of 88 acres of manufactured slopes, will make up the 35 percent open space requirement identified in the Development Agreement of 1980.

V. Circulation

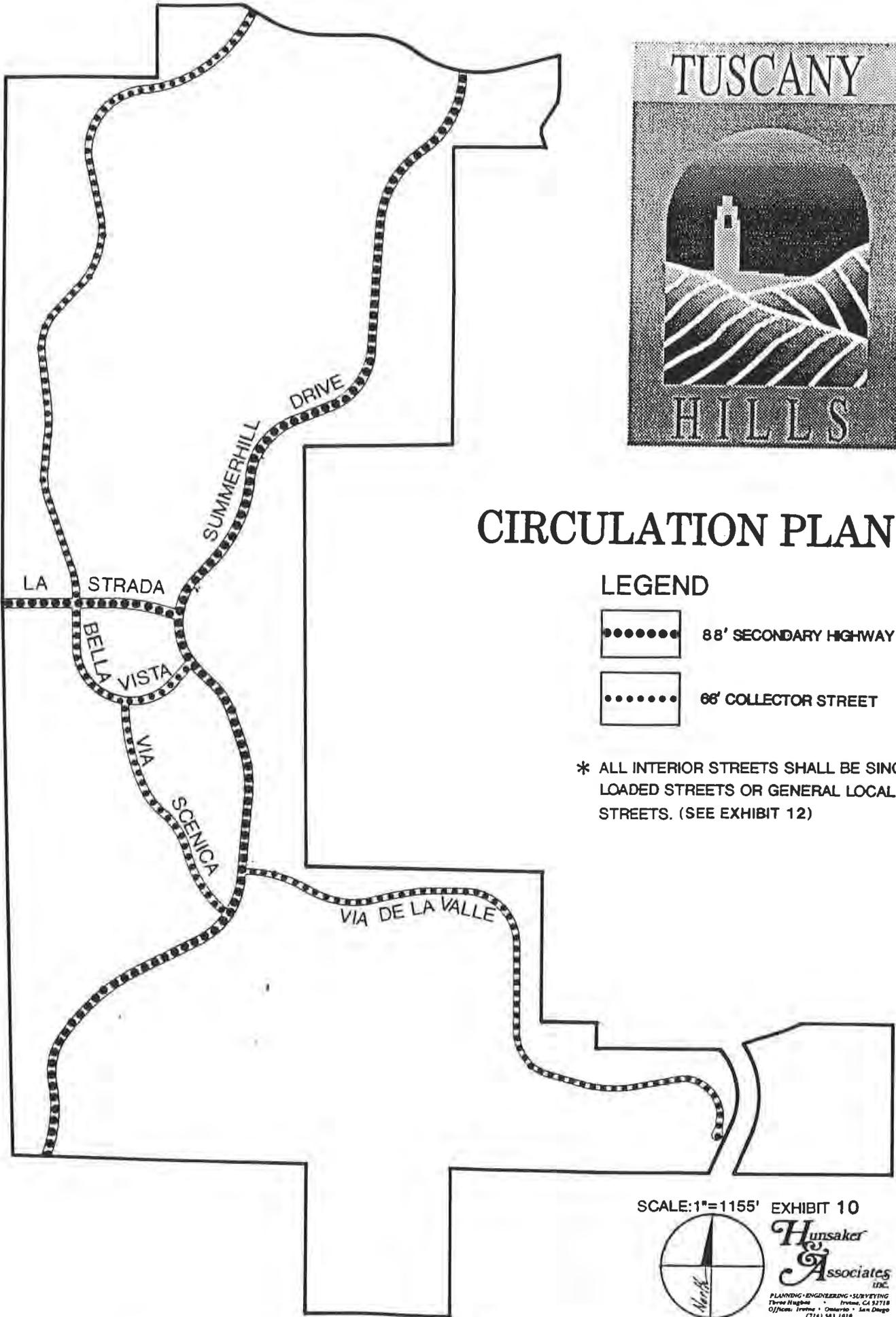
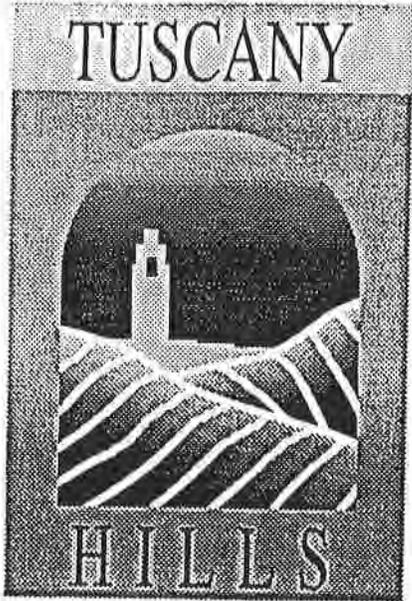
V. CIRCULATION PLAN

The areawide circulation system serving Tuscany Hills is illustrated on Exhibit 2. Regional access to Tuscany Hills is from Interstate 15 to the west of the site, or from State Route 71 west of the site via State Route 74. Southerly access will be from Railroad Canyon Road. Northerly access will be via Greenwald Avenue, which also provides access to the Canyon Lake development.

The road network within Tuscany Hills is characterized by a secondary arterial backbone core supported by local collectors serving and/or separating each planning area (Exhibit 10). Residential streets are relatively equally divided between single and double-loaded streets.

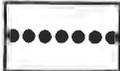
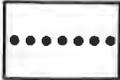
The backbone circulation system consists of a major secondary arterial highway (88' of right-of-way) serving the property from the south and extending to Greenwald Street on the north. The collector street system extends from the major arterial, connecting the local streets which provide direct access to the individual lots. Collector streets as designated on Exhibit 10 will have a 66' right-of-way.

All streets within Tuscany Hills will be dedicated to the City of Lake Elsinore. Those local streets which are accessed by dwelling units on only one side, typically designated single-loaded streets, will be constructed with a 46-foot right-of-way, including a concrete curb and gutter and sidewalk on the dwelling unit side and a curb on the opposite side of the street. Typical double-loaded local streets will be constructed with a 50-foot right-of-way, including a concrete curb and gutter and sidewalk on both sides of the street. Typical street sections are illustrated on Exhibits 11 and 12.



CIRCULATION PLAN

LEGEND

-  88' SECONDARY HIGHWAY
-  66' COLLECTOR STREET

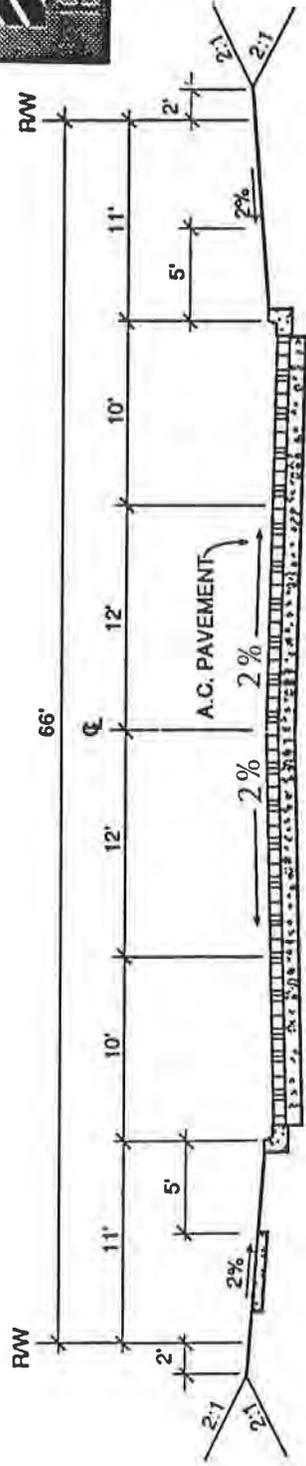
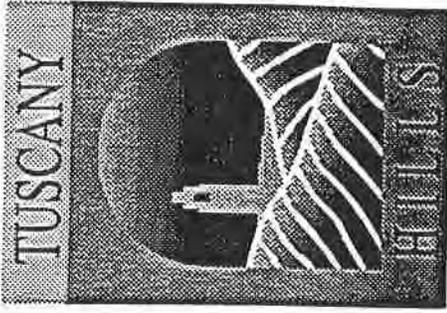
* ALL INTERIOR STREETS SHALL BE SINGLE LOADED STREETS OR GENERAL LOCAL STREETS. (SEE EXHIBIT 12)

SCALE: 1"=1155' EXHIBIT 10

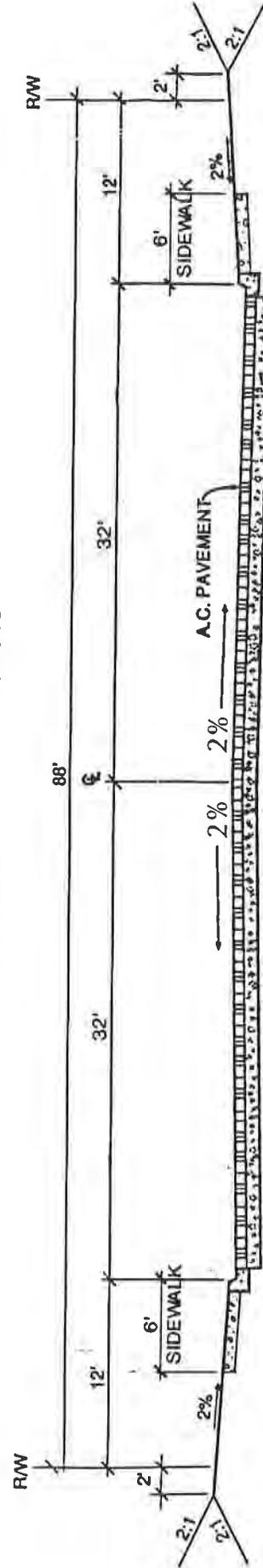


Hunsaker
Associates
INC.
PLANNING • ENGINEERING • SURVEYING
Three Hughes • Irvine, CA 92718
Offices: Irvine • Ontario • San Diego
(714) 543-1010

STREET SECTIONS



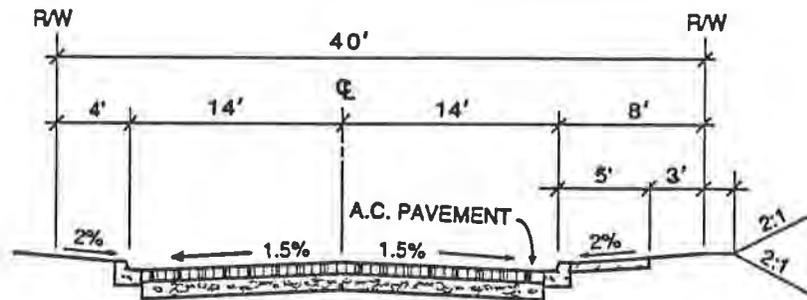
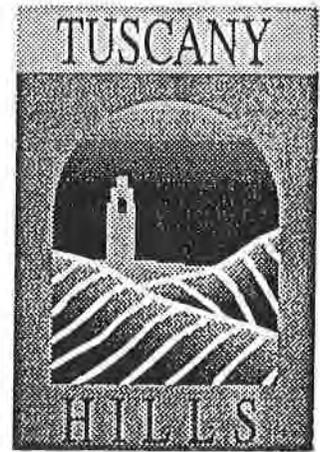
COLLECTOR STREET



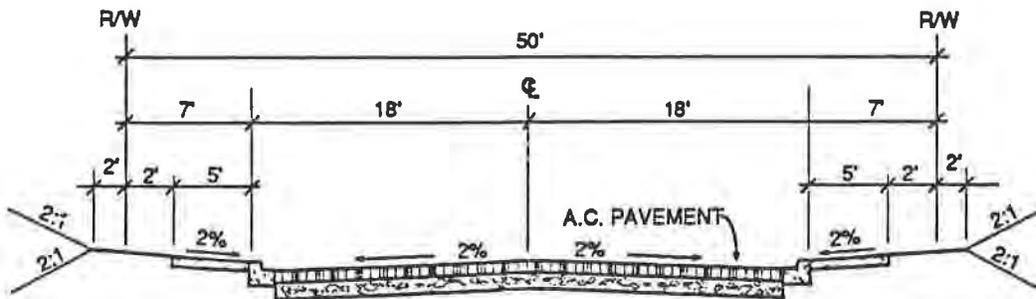
SECONDARY HIGHWAY

EXHIBIT 11
Hussaker
Associates
 INC.
 10000 Wilshire Blvd., Suite 1000
 Beverly Hills, CA 90210
 (310) 353-1888

STREET SECTIONS



SINGLE LOADED STREET



GENERAL LOCAL STREET

EXHIBIT 12

Hunsaker
Associates
INC.

PLANNING - ENGINEERING - SURVEYING
Torrance - Inglewood - Irvine, CA 92718
Offices: Irvine • Oxnard • San Diego
(714) 953-1916

VI. Utilities

VI. UTILITIES

Water Service

The Elsinore Valley Municipal Water District (EVMWD) provides water to Tuscany Hills. EVMWD obtains a portion of its water supply from the Western Municipal Water District. The remaining water supply is received from ten active wells. Future purchased treated water supplies are planned to be obtained from the Eastern Municipal Water District (EMWD).¹ It currently has no existing mains into the Tuscany Hills area, but has service mains presently providing domestic water to the community of Canyon Lake.

The source of water supply to Tuscany Hills will be via a EVMWD system. A proposed booster pumping station, located in the southeast area of the site, will take suction from the existing 33" main near the District's treatment plant, west of Canyon Lake Dam, and will pump water from EVMWD's system into the development. The plant uses a standard sand filtration system with a 1.3 million gallon wet well. The plant capacity of 15 million gallons per day is sufficient to serve any future development within the Lake Elsinore area.

In addition, EVMWD owns the rights to 3,000 acre-feet (477 mg) of the storage capacity in Railroad Canyon Reservoir. The Temescal Water Company operates the reservoir and owns the rights to the watershed run-off. Reservoir evaporation and seepage losses are shared proportionately by the Temescal Water Company and the EVMWD.

The major imported water supply to the area comes from the Colorado River and is stored in Canyon Lake. Although natural runoff has some adverse influence, the quality of water in the lake is very similar to Colorado River water. The EVMWD is the only purveyor of imported water in the study area.

The EVMWD provides standards for water service in the Lake Elsinore area. The average daily demand by land use is shown below in Table 4. The total water service demand for the project is summarized in Table 5.

TABLE 4
Water Usage by Land Use*

<u>Use</u>	<u>Average Daily Demand</u>
Single Family Residential	500 gal./unit
Commercial/Residential Mix	120 gal./1,000 sq. ft.
Schools/Parks	4,000 gal./acre 60 gal./student

*Source: Elsinore Valley Municipal Water District

¹Elsinore Valley MWD Water/Wastewater Master Plan

TABLE 5
Estimated Water Demand

<u>Land Use</u>	<u>Acreage</u>	<u>Dwelling Units</u>	<u>Popu- lation</u>	<u>Avg.Daily Demand</u>	<u>Max.Daily Demand¹</u>
Single Family Residential	713 ²	2,000	5,000	1.0	2.0
Park/Recreation Areas	57	-0-	-0-	.19	.38
School	11	-0-	-0-	.044	.88
Totals				1.63	3.26

Exhibit 13 illustrates the water distribution system for Tuscany Hills. Phased development of the system is anticipated to follow the four primary phases of construction associated with the backbone circulation improvements. Construction of all water storage requirement facilities in the southwestern portion of the site will also be included in the first phase of infrastructure improvements.

The system consists of construction of 18" water mains from the tank to Summerhill Road and along the primary arterial to Via de La Valle. An 18" main will continue along Via de La Valle to the east. A 16" main will be installed along the remainder of Summerhill Road. The remaining collector streets will have 12" and 8" water mains installed as indicated by Exhibit 13.

Wastewater

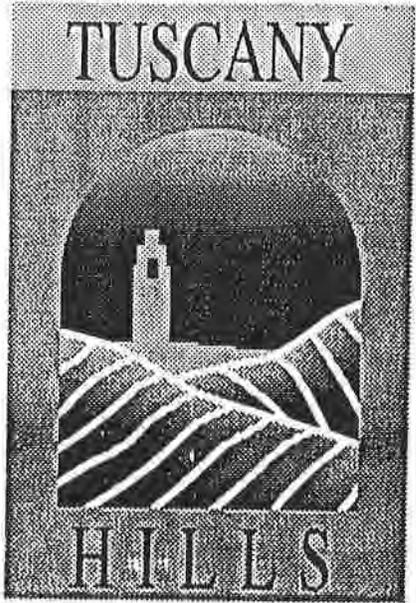
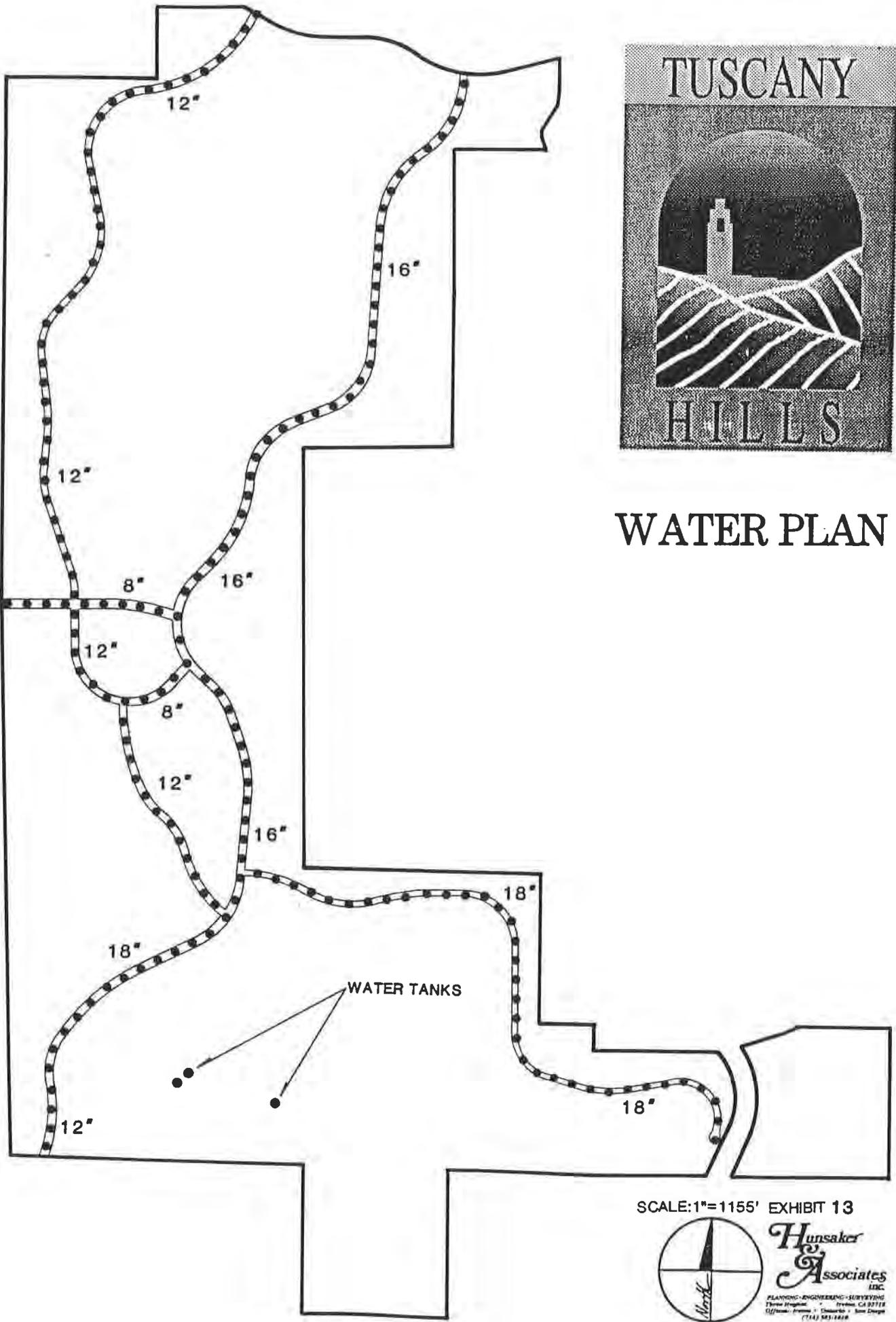
Tuscany Hills receives wastewater services from the Elsinore Valley Municipal Water District (EVMWD). The EVMWD study area is divided into three major wastewater service areas depending on natural topography and the location of existing treatment facilities. Tuscany Hills is located within the Lake Elsinore Basin Wastewater Service area. This basin includes all areas which naturally drain into Lake Elsinore, plus those areas north of the lake which are tributary to the Elsinore Valley Regional Wastewater Treatment Plant. Major tributary areas within this basin include: Bundy Canyon, Railroad Canyon, Wasson Canyon, Warm Springs Canyon, and Lake Elsinore.

The District operates the sewage treatment facility located three-quarters of a mile southeast of Canyon Lake Dam, to the southeast of Tuscany Hills. This facility, which currently has 10 sewage pump stations, has been programmed for expansion. Current sewage treated at this facility by the activated sludge, secondary level process (with double chlorination) amounts to approximately 130,000 gallons per day. One hundred percent of this treated effluent plus an additional 65,000 gallons per day of domestic water is sold to the adjacent Canyon Lake golf course for irrigation purposes.

A 21" gravity sewer main from Canyon Lake, the Railroad Canyon Wastewater Reclamation Plant, and a 10" force main to reclaimed water use area, are the existing facilities adjacent to Tuscany Hills. These facilities serve the Canyon Lake community. A 24" gravity sewer main in Lakeshore Drive will be used to convey flow from Tuscany Hills. This facility will be upgraded to a 42" line and will convey flow to the Elsinore Valley Regional Wastewater Reclamation Plant.

¹Maximum daily water demand is two times the average daily demand (MDD = ADD x 2).

²2.5 persons/dwelling unit.



WATER PLAN

SCALE: 1"=1155' EXHIBIT 13



Hunsaker & Associates
 INC.
 PLANNING • ENGINEERING • SURVEYING
 Three Embarcadero • Fremont, CA 94536
 15750 • Fremont • Clarendon • San Diego
 (714) 883-1418

The estimated sewage generated from the proposed project is determined according to the Elsinore Valley Municipal Water District criteria. The amount generated assumes an average daily flow of 100 gallons per person per day with an average population factor of 2.5 person/dwelling unit. Total average daily flow for the Tuscany Hills Specific Plan is summarized in Table 6. The criteria further assumes a peaking factor of 2.90 based on current EVMWD data. Peak daily flow is determined by multiplying the average daily flow by the peaking factor.

TABLE 6
Estimated Sewage Generation

<u>Land Use</u>	<u>Acreage</u>	<u>Dwelling</u>		<u>Average</u>	
		<u>Units</u>	<u>Population</u>	<u>Daily Flow</u>	<u>(MGD)</u>
Single Family	713	2,000	5,000	.50	
School	11	-0-	-0-	.01	
Total		2,000	5,000	.51	

The existing EVMWD treatment plant, located approximately five miles northwest, is proposed to be expanded to a capacity of 3.0 million gallons per day by 1990. Ultimately, the capacity of this plant will be 5.0 million gallons per day. A new treatment plant is proposed in the EVMWD Master Plan, to be located west of the project site.

The sizing and construction of all sewer facilities has been, and will continue to be, coordinated through the Elsinore Valley Municipal Water District, who ultimately has the responsibility of owning and operating the system. Any oversizing of facilities to accommodate adjacent and other proposed land development will be done according to EVMWD standards. It is expected that the additional expense for oversizing facilities will be reimbursed to the project developer according to a standard system controlled by EVMWD. Phasing of the construction of all facilities will be accomplished in accordance to the overall land development Phasing Plan (Section XII).

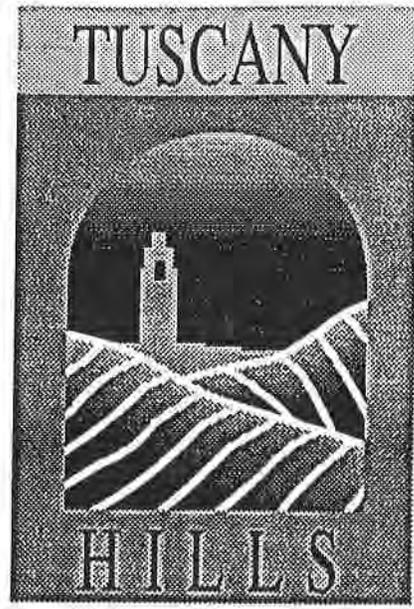
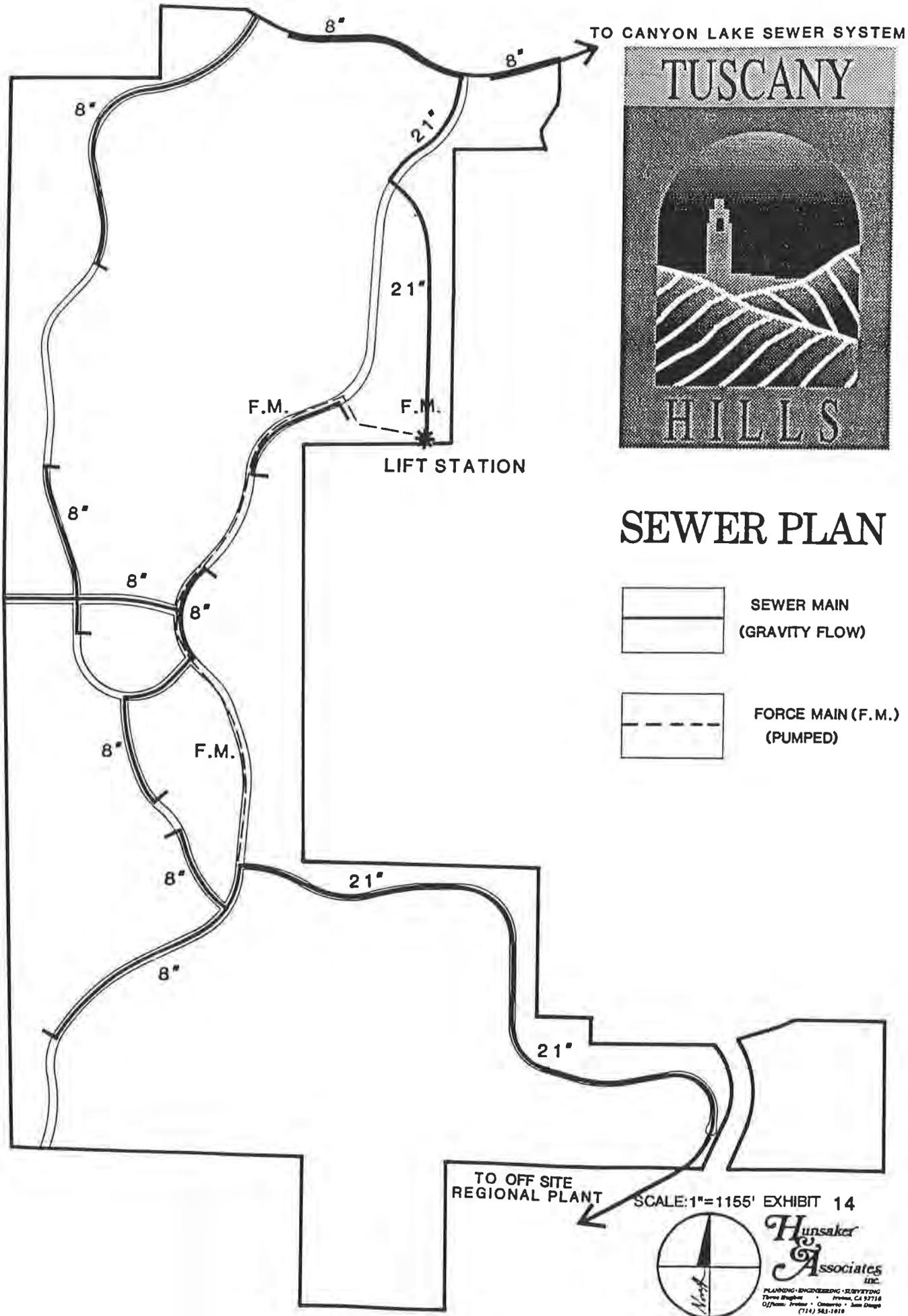
The proposed sewage disposition system is shown on Exhibit 14. The system consists primarily of 8" sewer lines along the major arterials and collector streets. Force mains will be required along portions of Summerhill Road as indicated. A 21" line is required along Summerhill Drive to the east to serve the estate development in the higher terrain and from the lift station north to Greenwald.

Drainage Facilities

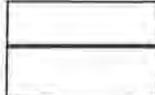
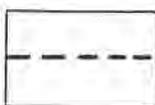
The design of the storm drain system has considered the runoff anticipated to be generated by the proposed densities within Tuscany Hills. Specific drainage systems will be designed as each planning area develops. Drainage systems will comply with adopted City standards. The proposed drainage system utilizes natural drainage channels to the greatest extent possible, although improvements will be necessary to accommodate expected flows from new development. The proposed drainage facilities are delineated in Exhibit 15.

Solid Waste Disposal

Residential solid waste produced in the Lake Elsinore area is currently disposed of in the Double Butte landfill site located at 31710 Grand Avenue, Winchester. The site was opened in 1973 and is owned by the County of Riverside and operated by the Riverside County Waste Management Waste Disposal Division. The City and County are reviewing the potential for expansion of the present site for commercial and/or alternative facilities.

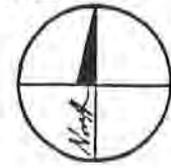


SEWER PLAN

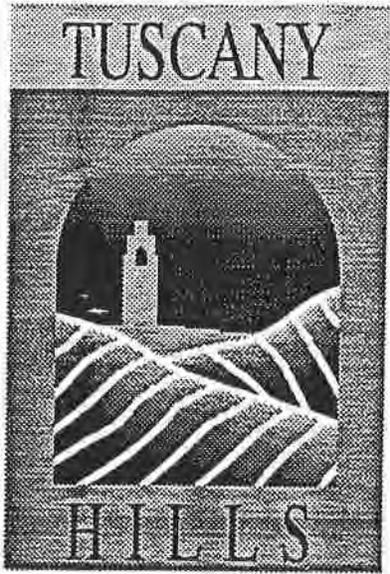
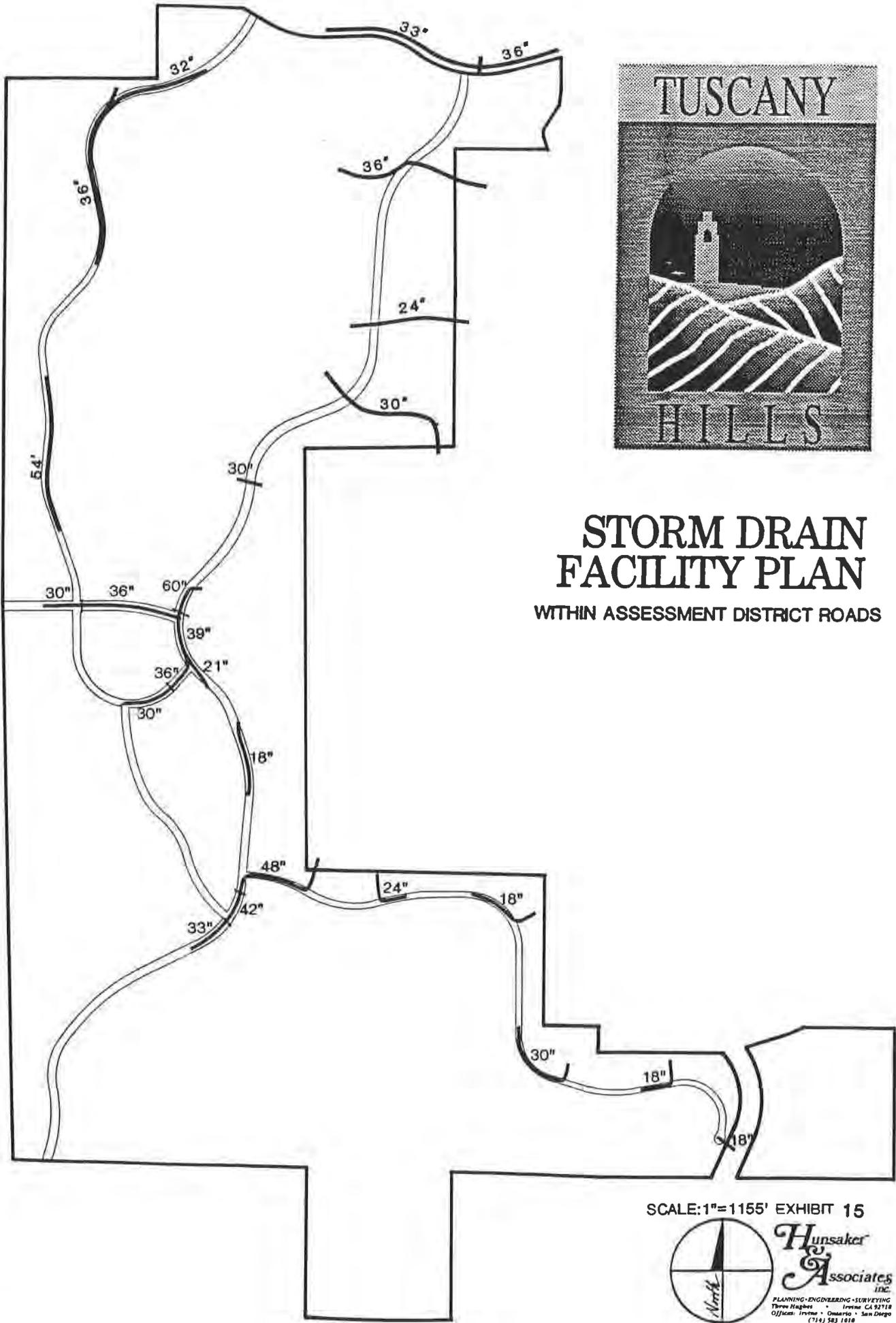
- 
SEWER MAIN
(GRAVITY FLOW)
- 
FORCE MAIN (F.M.)
(PUMPED)

TO OFF SITE
REGIONAL PLANT

SCALE: 1"=1155' EXHIBIT 14



Hunsaker & Associates
INC.
PLANNING • ENGINEERING • SURVEYING
Three Shogren • Irvine, CA 92718
O/Henn. Fresno • Ontario • San Diego
(714) 543-1919



STORM DRAIN FACILITY PLAN

WITHIN ASSESSMENT DISTRICT ROADS

SCALE: 1"=1155' EXHIBIT 15



Hunsaker
Associates
INC.
PLANNING • ENGINEERING • SURVEYING
Three Hughes • Irvine CA 92718
Offices: Irvine • Oxnard • San Diego
(714) 543-1919

VII. Public Facilities

VII. PUBLIC FACILITIES

Police Protection

The Riverside County Sheriff's Department will provide protection to the project area from an existing substation located at 117 South Langstaff in Lake Elsinore. This station is located approximately 10 miles from Tuscany Hills with an average response time of less than 10 minutes.

Fire Protection

Tuscany Hills is served by the Riverside County Fire Department, under a contract with the City of Lake Elsinore, on an "on-call" basis from the Elsinore Fire Station located at 410 West Graham with response time of 10-12 minutes. A possible fire station location can be accommodated in Tuscany Hills and is shown on the southwest corner of the Land Use Plan (Exhibit 8).

Schools

An 11-acre elementary school site and an adjacent 5-acre park have been provided in the central portion of the site along Summerhill Drive. An Agreement to dedicate a school site to the Lake Elsinore Unified School District has been reached. There is also an existing agreement for impact mitigation between the property owner and the Lake Elsinore Unified School District covering the high school (see Technical Appendix). These agreements were reached with the Lake Elsinore Unified School District and the Elsinore Union High School District. Additionally, the property owner and the School District are jointly pursuing an expedited program for the construction of an elementary school on the to-be-dedicated site. The School District has requested the pursuit of a joint school/park site and agreement.

Estimated student generation from the project is summarized below.

**TABLE 7
Estimated Student Generation**

<u>Land Use</u>	<u>Dwelling Units</u>	<u>Student Generation</u>		<u>Total</u>
		<u>K-6¹</u>	<u>7-12²</u>	
Single Family Residential	2,000	1,166	400	1,566
¹	.583 students/dwelling unit			
²	.2 students/dwelling unit			

Parks and Recreation

There are a variety of public, quasi-public and private recreational facilities in the Lake Elsinore area. Lake Elsinore is a State Recreational Area, and Lake Elsinore State Park is located on the northwest shore of the lake. There are several privately managed campgrounds along the lake's shore.

No recreational facilities are maintained by the City of Lake Elsinore within two miles of the project site. Yarborough Park, approximately two miles east of the project site, is the closest recreational facility. Yarborough Park is located in the downtown area of the City of Lake Elsinore.

The County maintains two parks in the region. Kabian Park, located on Goetz Road in Perris, at the extreme northern end of Canyon Lake, offers public trails through natural open space and scenic resources. The Park comprises approximately 640 acres. Lake Skinner County Park offers picnicking, fishing, and water-oriented recreation within its 6,000 acres.

The Development Agreement of 1980 includes a 35 percent open space requirement. Parks, private recreation areas, open space, the wildlife corridor, and lake area comprise approximately 253 acres. This acreage, plus approximately 88 acres of manufactured slopes make up the 35 percent open space requirement.

Three park sites are provided, for total of 47.6 acres. One park site, in conjunction with the elementary school site along La Strada and Summerhill Drive contains 10.9 acres for the schoolsite and 5.3 acres for the public park site. Another is a 37.4-acre park at the extreme southeastern corner of the study area, across the San Jacinto River. The third park, approximately 4.8 acres, is adjacent to the proposed Lake along Summerhill Drive in the northern half of the site. The precise program for this park site will be approved by the City's Community Services Director.

VIII. Development Standards

VIII. DEVELOPMENT STANDARDS

Introduction

This chapter establishes zoning and land use development standards for each of the land uses planned for the Tuscany Hills Specific Plan. Exhibit 8, Land Use Plan, depicts zoning for the entire Tuscany Hills Specific Plan. Zoning districts include the following:

- o R-SF - Single-family residential zone
- o C-1 - Neighborhood commercial zone
- o OS/R -Open space/recreation zone

The permitted uses, development regulations, and design standards of the designated zone shall apply to the appropriate project planning area, as shown on Exhibit 8.

This Chapter of the Tuscany Hills Specific Plan contains zoning for the entire project area which will be adopted by ordinance. When provisions contained here conflict with the City of Lake Elsinore Zoning Ordinance, these development standards shall supersede.

In addition to the Tuscany Hills Specific Plan development standards, this Specific Plan sets forth design guidelines. The design guidelines comprise Chapter IX of this text. They specify criteria for such items as landscaping, site planning, architecture, grading, signage, etc. It is the purpose of those guidelines to augment the development standards for Tuscany Hills.

Regulations For and Uses Permitted in All Zones

- A. Notwithstanding any other provisions of this ordinance, the following general uses may be permitted in any zone classification in Tuscany Hills provided that a use permit is granted pursuant to the provisions of the Lake Elsinore Zoning Ordinance.
1. Educational institutions
 2. Churches, temples and other places of religious worship
 3. Government uses
 4. Any hospital or other facility that is licensed by the California Department of Public Health, or by the California Department of Mental Hygiene, not including a family care foster home or group home that services six or fewer persons
 5. Any home or other facility for the aged or for children that is licensed by the California Department of Social Welfare or by the Riverside County Department of Public Welfare, not including a home or facility that serves six or fewer children or aged persons
 6. Public utilities
- B. In addition to the aforementioned uses requiring a use permit, the following uses may be permitted in any zone classification. No permits other than a building permit are required.
1. Public parks and public playgrounds, lakes, recreation or open green space, athletic playing fields, riding trails, hiking and bicycle trails and related facilities
 2. Accessory buildings, structures and uses related and incidental to a permitted use
 3. Fire and police stations

4. Public and quasi-public facilities
 5. One single family detached residential unit per legal lot, regardless of lot size
 6. Electrical, gas, cable TV, and telephone distribution and service facilities
- C. General provisions, site planning guidelines, and architectural and landscaping standards shall apply to all zone contained herein unless otherwise noted.
- D. The City of Lake Elsinore Zoning Ordinance (hereinafter referred to as "zoning ordinance") in effect at the time of adoption of the Tuscany Hills Specific Plan shall apply to all zones unless otherwise noted herein.

Single Family Residential Zone

A. **Purpose and Intent**

The R-SF Zone is intended to accommodate residential projects comprised of quality single-family residences developed in an urban environment with available public services and infrastructure.

B. **Permitted Uses**

Uses permitted in the R-SF Zone shall include those uses listed below when developed in compliance with the purpose and intent of this Chapter.

1. Single-family detached dwelling units; one dwelling unit per lot.
2. Accessory uses and structures pursuant to "Accessory Uses and Structures," below.
3. Temporary uses and structures pursuant to "Temporary Uses and Structures," below.
4. Small family day care and residential care facilities pursuant to Chapter 17.16 of the Zoning Ordinance.
5. Utility distribution and transmission facilities, including private radio, television, and paging antenna and towers.
6. Government buildings and service facilities.
7. Public parks, playgrounds, community centers, recreation buildings, and public schools.
8. Manufactured houses in compliance with the provisions of Chapter 17.14 of the Zoning Ordinance.

C. Uses Subject to a Conditional Use Permit

It is recognized that certain uses while similar in characteristics to the above permitted uses may have the potential to impact surrounding properties and therefore require additional approval and consideration.

Uses permitted subject to approval of a use permit, pursuant to Chapter 17.74 of the Zoning Ordinance, in the R-SF Zone shall be as follows:

1. Large family day care homes in compliance with the provisions of Chapter 17.16 of the Zoning Ordinance.
2. Second units in compliance with the provisions of Chapter 17.17 of the Zoning Ordinance.
3. Keeping of exotic animals or birds, or more than three (3) dogs and/or cats, on the same lot as a permitted dwelling for pets only and not for commercial purposes. The Planning Commission shall impose adequate limitations to assure that the residential character of the property and neighborhood are maintained.
4. Horticultural uses, including growing of fruit, nuts, vegetables, and ornamental plants for commercial purposes.

D. Accessory Uses and Structures Permitted

The following accessory structures and uses customarily incidental to any of the above uses shall be permitted in the R-SF Zone:

1. Arbors, trellises, gazebos and similar shade structures of open construction
2. Fences and walls
3. Garages
4. Patio covers
5. Swimming pools and spas
6. Home occupations (in accordance with Section 17.15 of the Lake Elsinore Municipal Code)
7. Tennis and racquet courts
8. Pedestrian and bicycle trails

E. Temporary Uses Permitted

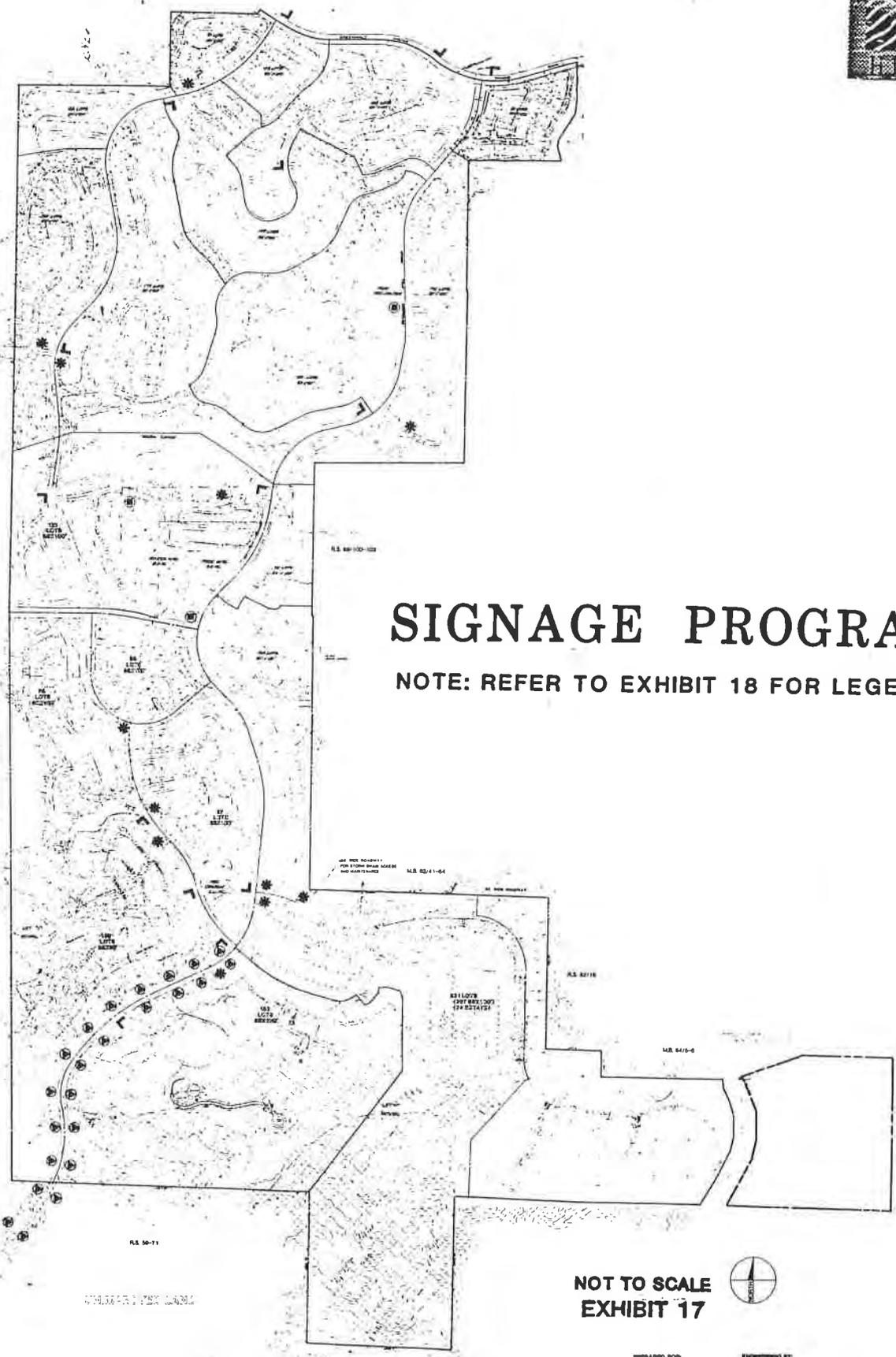
The following temporary (no more than two years) uses are permitted in the R-SF Zone, subject to the approval of the Community Development Director:

1. Temporary construction facility during construction, including trailers.
2. Temporary real estate office and model homes located within a subdivision (see Exhibit 16).
3. Real estate signs, flags, future development signs, and directory signs in conformance with Development Standards contained herein (see Exhibits 17 and 18).

F. Development Standards

The following development standards shall apply in the R-SF Zone:

1. **Minimum lot area:** The minimum lot area in the R-SF Zone shall be 5,000 square feet. The average lot area for the Tuscan Hills Specific Plan area shall be 5,500 square feet.
2. **Minimum street frontage:** The minimum street frontage in the R-SF Zone shall be 50 feet, measured 35 feet from the sidewalk. Lots fronting on cul-de-sacs and pie-shaped lots shall have a minimum street frontage of 30 feet.
3. **Maximum lot coverage:** The maximum lot coverage in the R-SF Zone shall be 60 percent.
4. **Minimum dwelling unit size:** The minimum dwelling unit size within the R-SF Zone shall be 1,000 square feet exclusive of garage area, provided that at least 20% of the total number of units within any phase shall exceed the minimum square footage by 15%.
5. **Maximum building height:** The maximum building height in the R-SF Zone shall be 35 feet, exclusive of chimneys and other appurtenances where the maximum height is 37 feet.
6. **Minimum setbacks:** The following setbacks shall apply in the R-SF Zone (see Exhibit 19):
 - a. **Front yard:** 10 feet for main dwelling unit
 - b. **Rear yard:** 10 feet for main dwelling unit;
5 feet for accessory structures
 - c. **Side yard:** 5 feet of level ground; 10 feet for corner lots of which 5 feet shall be level ground; 5 feet for accessory structures
 - d. **Garage placement:** Front yard setbacks for garages shall be 17 feet with minor variations for grading and aesthetic purposes permitted to a minimum of 10 feet subject to the approval of the Planning Commission.
 - e. **Intrusions into setbacks:** Minor intrusions into setbacks will be allowed for fireplaces, chimneys, eaves, balconies, soundproofed pool equipment facilities and other appurtenances as may be approved by the Community Development Director or his designee.
7. **Parking:** The provisions of Chapter 17.66 of the Zoning Ordinance shall be used to determine the required parking for development in the R-SF Zone.



SIGNAGE PROGRAM

NOTE: REFER TO EXHIBIT 18 FOR LEGEND

NOT TO SCALE
EXHIBIT 17

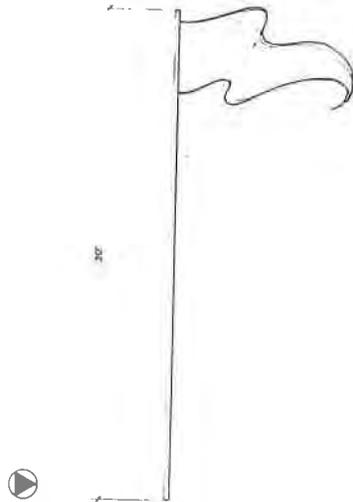


TUSCANY HILLS

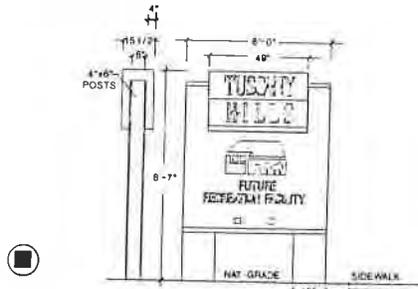
PREPARED FOR
HOMELIFE
300 N. SHERRILL
SUITE 117
CORONA, CA 91720
(714) 275-1080

ENGINEERED BY
H
G
A
Associates

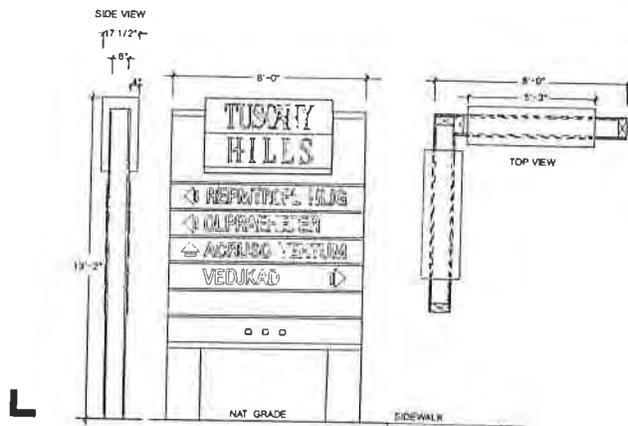
SIGNAGE IDENTIFICATION



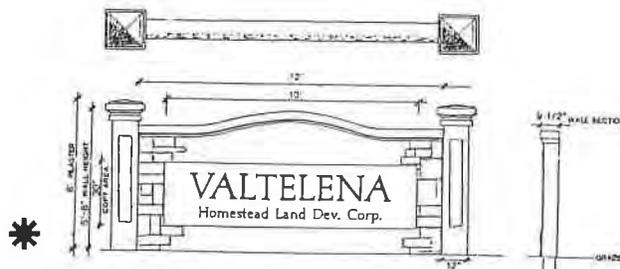
TYPICAL FLAG



TYPICAL FUTURE USE SIGN



TYPICAL LADDER SIGN



TYPICAL ENTRY MONUMENT

NOTES

- 1 The locations of the signs are conceptually depicted herein. Refer to symbols for sign location.
- 2 Adequate site distance will be provided per City requirements.
- 3 This exhibit will serve as the signage program for Tuscany Hills.

NOT TO SCALE
EXHIBIT 18

8. Signs: The provisions of Section 9, Design Guidelines, shall be used to determine permitted permanent signs in the R-SF Zone. Temporary signage as permitted above shall consist of the following:

- **Flags** - Flags will be used along the major project entry, Summerhill Road, to attract visitors to the community.
- **Future Use Signs** - This sign, also of a temporary nature, notifies potential buyers of future community facilities and developments. These signs will be removed upon the completion of the facility or developments.
- **Ladder Signs** - These signs will be located at major intersections within the project to assist buyers in locating model complexes. These signs are also temporary and will be removed upon sellout of the complex.
- **Entry Monument Signs** - These signs will be located at major project entries. These signs are permanent.

Exhibit 21 illustrates identification signs, flags, and directional signs. These signs are temporary in nature and are typically removed when the models themselves are sold. Permanent signs will be pursuant to the design guidelines.

9. Minor Design review: Prior to the issuance of building permits, development for residential or commercial uses shall submit applications for design review. Said applications shall be approved administratively by the Community Development Director or its designee. Design review shall be completed within 30 days of submission with a determination that the project is approved, conditionally approved, or denied. The following exemptions shall apply:

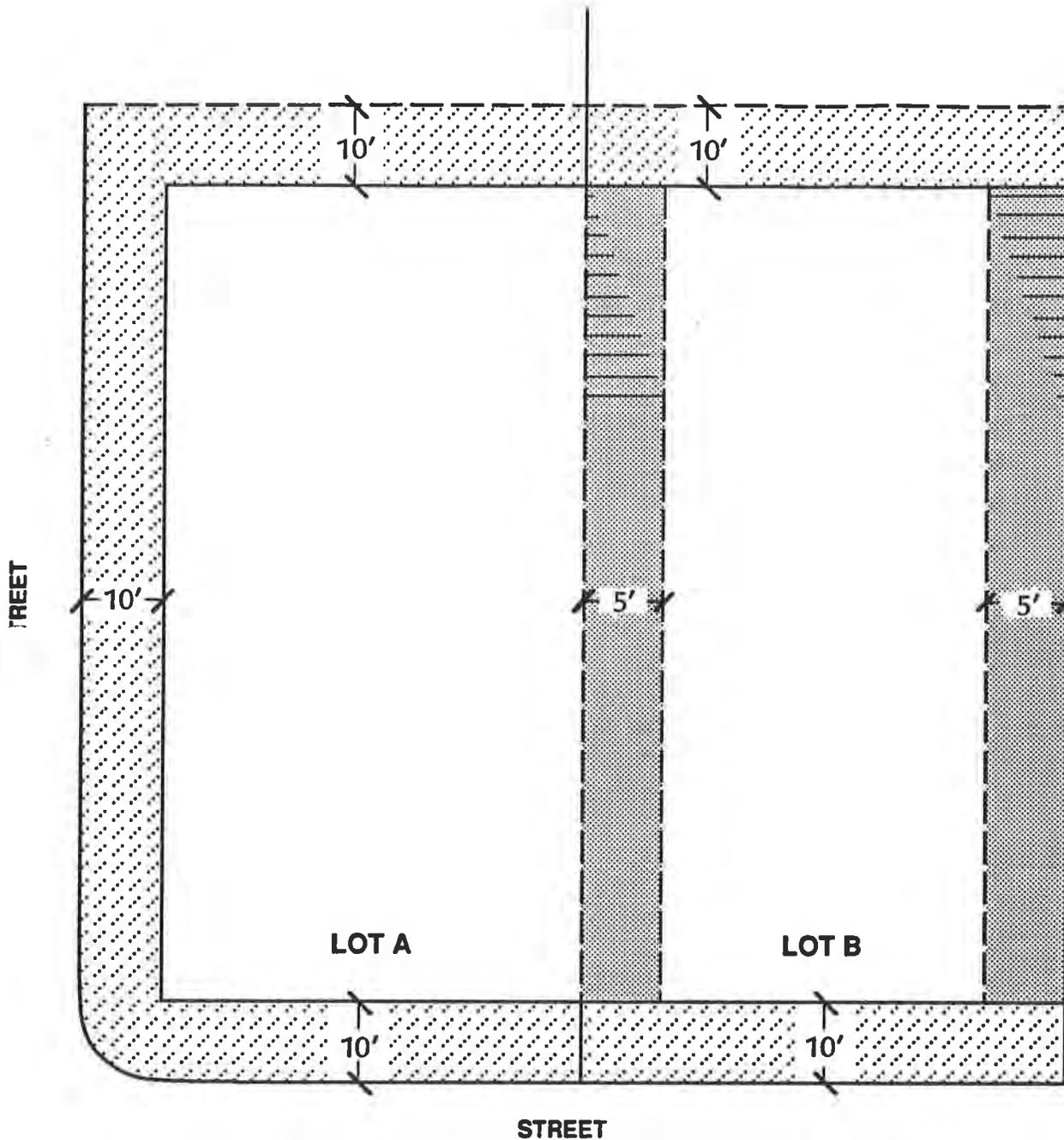
- a. Additions or alterations to an existing structure which do not change the use from one permitted in the residential categories and which does not increase the floor area by more than 50%.
- b. Accessory structures other than garages, enclosed patios, workshops, cabanas, and similar enclosed structures containing 600 or more square feet of floor area, provided they are located no closer to a property line than the setback prescribed for the main dwelling unit, except that straight-in entry garages may be required a greater setback.
- c. Fences and walls: Although fences and walls do not need formal Design Review approval, their proposed location and design must be approved by the Community Development Director prior to construction or installation.

10. Design standards: Chapter 17.14 of the Zoning Ordinance contains residential development standards applicable to all projects within the city regardless of zoning district. It is therefore important that the provisions of Chapter 17.14 of the Zoning Ordinance be considered together with the regulations contained herein for the R-SF Zone. Where the standards

contained in the R-SF Zone are different from those contained in Chapter 17.14, the R-SF Zone standards contained herein shall prevail.



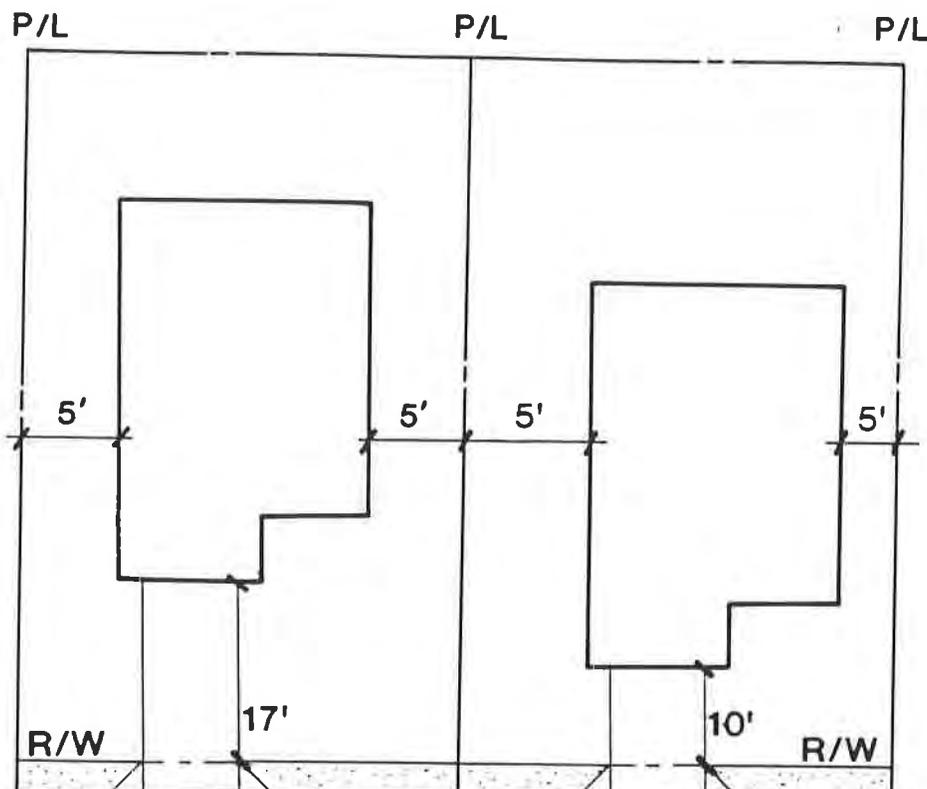
RESIDENTIAL STRUCTURAL SETBACKS



NOT TO SCALE

Hunsaker & Associates inc.
PLANNING • ENGINEERING • SURVEYING
Three Hughes • Irvine, CA 92718
(714) 983-1800
Irvine • San Bernardino • San Diego

EXHIBIT 19



NOT TO SCALE

GARAGE PLACEMENT

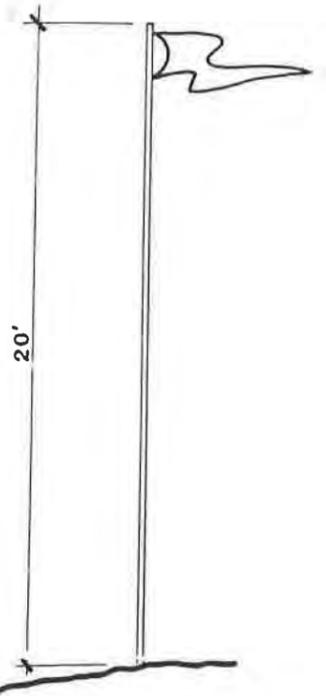
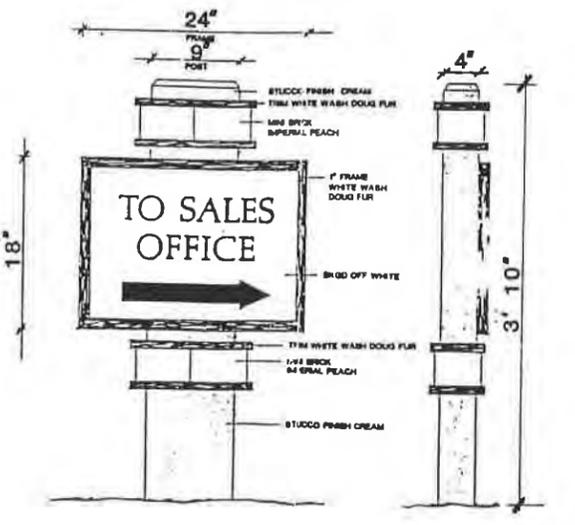
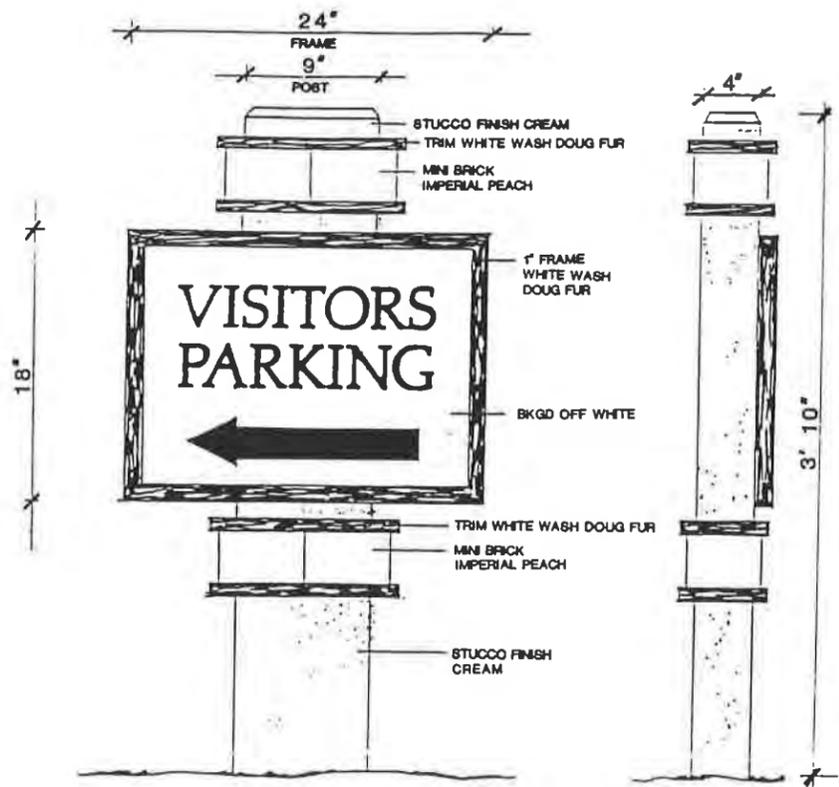
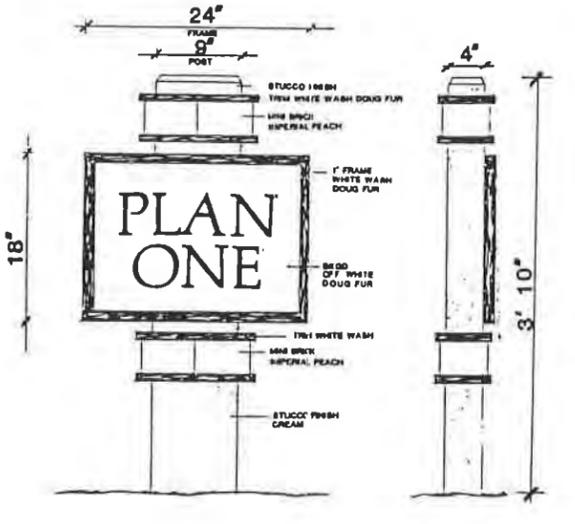
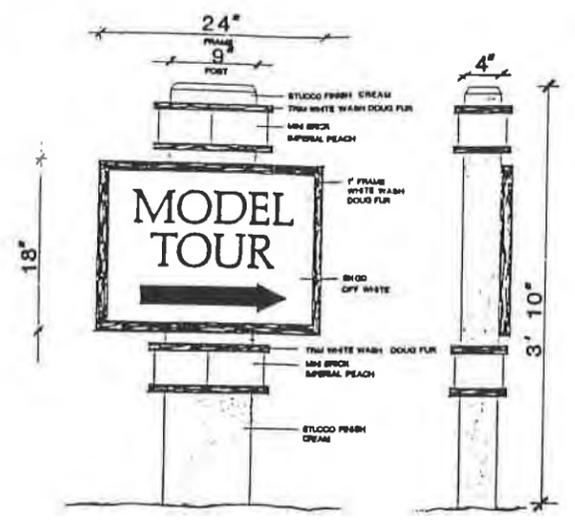
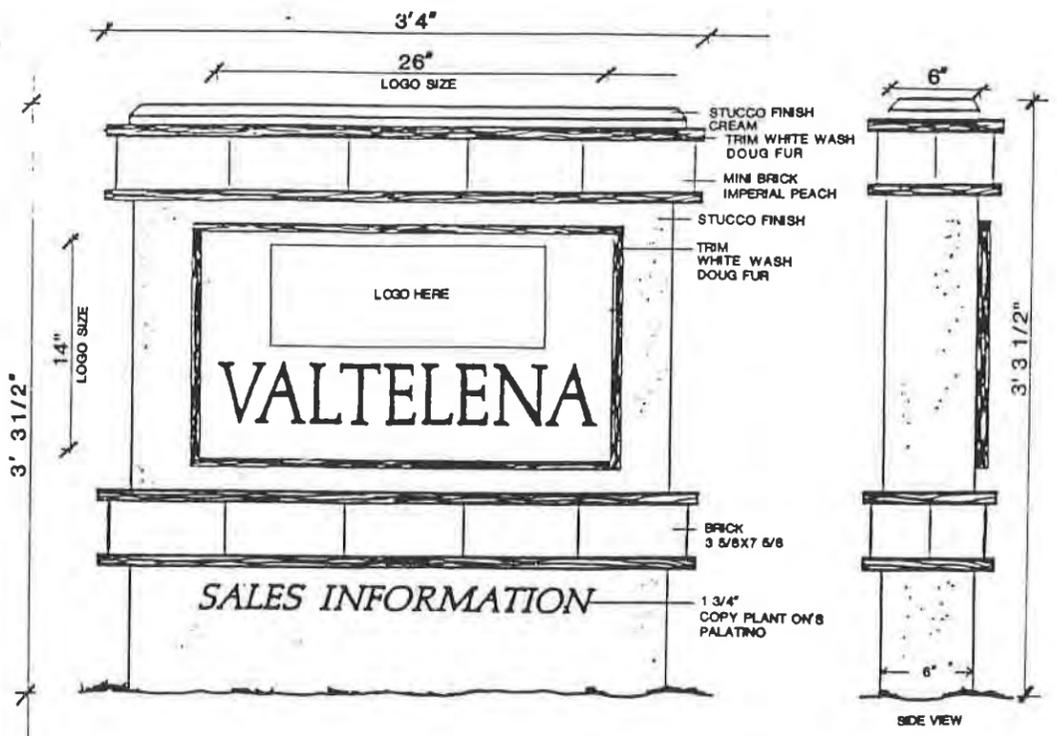
FRONT YARD SETBACKS FOR GARAGES SHALL BE SEVENTEEN FEET (17') FROM RIGHT OF WAY WITH MINOR VARIATIONS FOR GRADING AND AESTHETIC PURPOSES PERMITTED TO A MINIMUM OF TEN FEET (10') SUBJECT TO THE APPROVAL OF THE PLANNING COMMISSION.

**Hunsaker
&
Associates**
INC.

PLANNING • ENGINEERING • SURVEYING
Three Hughes • Irvine, CA 92718
(714) 583-1810

Irvine • San Bernardino • San Diego

EXHIBIT 20

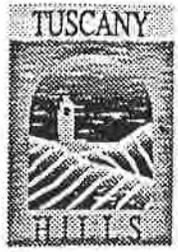


MODEL SIGNAGE IDENTIFICATION

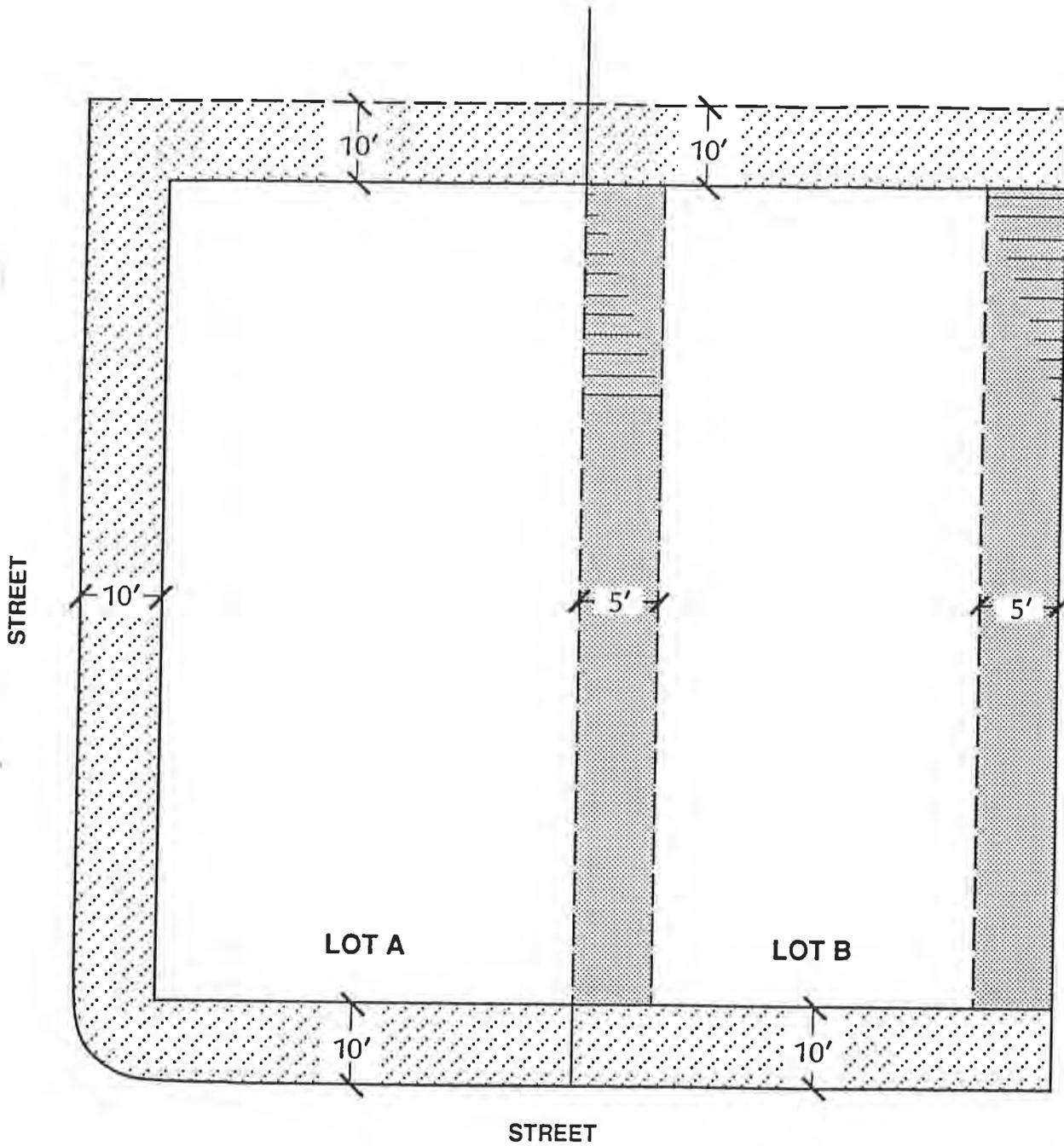
F. Development Standards

The following development standards shall apply in the R-SF Zone:

1. Minimum lot area: The minimum lot area in the R-SF Zone shall be 5,000 square feet. The average lot area for the Tuscany Hills Specific Plan area shall be 5,500 square feet.
2. Minimum street frontage: The minimum street frontage in the R-SF Zone shall be 50 feet, measured 35 feet from the sidewalk. Lots fronting on cul-de-sacs and pie-shaped lots shall have a minimum street frontage of 30 feet.
3. Maximum lot coverage: The maximum lot coverage in the R-SF Zone shall be 60 percent.
4. Minimum dwelling unit size: The minimum dwelling unit size within the R-SF Zone shall be 1,000 square feet exclusive of garage area, provided that at least 20% of the total number of units within any phase shall exceed the minimum square footage by 15%.
5. Maximum building height: The maximum building height in the R-SF Zone shall be 35 feet, exclusive of chimneys and other appurtenances where the maximum height is 37 feet.
6. Minimum setbacks: The following setbacks shall apply in the R-SF Zone (see Exhibit 19):
 - a. Front yard: 10 feet for main dwelling unit
 - b. Rear yard: 10 feet for main dwelling unit;
5 feet for accessory structures
 - c. Side yard: 5 feet of level ground; 10 feet for corner lots of which 5 feet shall be level ground; 5 feet for accessory structures
 - d. Garage placement: Front yard setbacks for garages shall be 17 feet with minor variations for grading and aesthetic purposes permitted to a minimum of 10 feet subject to the approval of the Planning Commission.
 - e. Intrusions into setbacks: Minor intrusions into setbacks will be allowed for fireplaces, chimneys, eaves, balconies, soundproofed pool equipment facilities and other appurtenances as may be approved by the Community Development Director or his designee.
7. Parking: The provisions of Chapter 17.66 of the Zoning Ordinance shall be used to determine the required parking for development in the R-SF Zone.



RESIDENTIAL STRUCTURAL SETBACKS



NOT TO SCALE

-  MINIMUM SETBACK FROM STREET & REAR PROPERTY LINE TO MAIN DWELLING UNIT
-  DENOTES INTERIOR SIDE PROPERTY LINES

Hunsaker
& Associates
inc.
PLANNING • ENGINEERING • SURVEYING
Three Hugbos • Irvine, CA 92718
(714) 583-1010
Irvine • San Bernardino • San Diego

EXHIBIT 19

11. Other:

- a. A maximum cul de sac length of 1,000 feet shall be allowed in the R-SF Zone.
- b. Automatic garage door openers will be required on all garages with setbacks less than 20 feet.
- c. Mail boxes on the street will be placed at the property line or as required by the post office.
- d. All driveways must be concrete; use of asphalt may be requested for review and approval of the Community Development Director.
- e. Site development permit applications shall include: plot plans, elevations and preliminary landscape plans. The site development permit application shall be submitted in the form and number as required by the Community Development Director or designee. All site development permit applications shall be reviewed by the Planning Commission.
- f. Alternative development standards, other than those specified for the R-SF Zone, may be requested if the developer can show how the project will better serve the public interest.

Neighborhood Commercial Zone

A. Purpose and Intent

The C-1 Zone is primarily intended to accommodate a shopping area that provides convenience goods and services for the residential neighborhoods. Because of the limited size of this area and its proximity to residential neighborhoods, strict development standards have been designed to minimize possible conflicts with adjacent residential uses. Neighborhood commercial developments must be carefully monitored to ensure continual compatibility between residential and commercial developments. Only two areas of the Tuscan Hills Specific Plan Land Use Plan allow commercial development. Although designated for single family residential development and recreational park, these two areas also allow for commercial development as specified below.

B. Permitted Uses

Uses permitted in the C-1 Zone shall include those uses listed below when developed in compliance with the purpose and intent of this Chapter. Each use shall be evaluated in terms of its design characteristics and specific site location pursuant to the provisions of Chapter 17.82, Design Review, of the Zoning Ordinance.

1. Retailing of consumer convenience goods and services:

Antique shops
Appliance stores, household
Art supply shops and studios
Automobile parts and supply stores
Bakeries

Banks and financial institutions
 Barber shops and beauty salons
 Bath shops
 Bicycle shops
 Book stores
 Clothing stores
 Confectioneries or candy stores
 Drug stores
 Dry cleaning establishments and laundry agencies and self-service dry
 cleaning and laundry establishments
 Florists
 Food markets, supermarkets and grocery stores
 Gift shops
 Garden supply shops
 Hardware stores
 Hobby shops
 Health and fitness centers and clubs
 Ice cream shops and frozen yogurt shops
 Instant printing and duplication service provided there is no pick-up and
 delivery service
 Jewelry stores
 Laundries and laundromats
 Leather goods stores
 Liquor stores
 Locksmith shops
 Music stores
 News stores
 Notions and novelty stores
 Nurseries, horticultural and garden supply stores
 Pet shops and pet supply shops
 Photographic shops, studios and photo engraving
 Produce markets
 Shoe stores and repair shops
 Stationery stores and card shops
 Tailor shops
 Travel agencies
 Watch repair shops

2. All land uses permitted in the single family residential zone shall be permitted in the C-1 Zone.
3. Any other use which the Community Development Director may find to be similar in character to the uses, including accessory uses, enumerated in this section and consistent with the purpose and intent of the C-1 Zone.

C. Uses Subject to a Conditional Use Permit

It is recognized that certain uses, while similar in characteristics to the above-permitted uses, may have the potential to impact surrounding properties and, therefore, require additional approval and consideration.

Uses permitted subject to approval of a use permit, pursuant to Chapter 17.44 of the Zoning Ordinance, in the C-1 Zone shall be as follows:

1. Bars and cocktail lounges, including live entertainment
2. Car washes
3. Delicatessens
4. Fast food restaurants including drive-ins and drive-throughs
5. Gasoline service stations
6. Restaurants, including live entertainment

D. Accessory Uses and Structures Permitted

Uses customarily incidental to the above uses and accessory buildings, when located on the same lot, including a storage garage for exclusive use of the patrons of the above stores and businesses. Open storage of any goods or materials is NOT permitted.

E. Temporary Uses Permitted

The following temporary uses (no more than two years) are permitted into the C-1 Zone subject to the approval of the Community Development Director:

1. Christmas tree and pumpkin sales.
2. Temporary construction facility during construction.
3. Temporary real estate offices.
4. Model homes located within a subdivision to be used only for and during the original sale of the subdivision.
5. Outdoor sales and exhibits
6. Special advertisements--flags, banners, balloons, hot air balloons
7. Real estate signs, flags, future development signs, and directory signs in conformance with Development Standards contained herein see Exhibits 17 and 18).

F. Development Standards

The following development standards shall apply in the C-1 Zone:

1. Site criteria: There shall be no minimum lot size required for a parcel in the C-1 Zone. However, in establishing and maintaining locations or approving uses for the C-1 Zone it shall be demonstrated that the property is capable of compliance with the following criteria:
 - a. The site can support safe and efficient on-site circulation and has convenient access to surface streets with adequate capacity.
 - b. There is sufficient parcel size to ensure adequate buffering and screening where needed to protect residential developments.
 - c. The site is physically suitable for the proposed type and density of development and capable of permitting full compliance with the City's development standards and practices.
2. Floor area ratio: The maximum floor area ratio in the C-1 Zone shall be .75.
3. Maximum building height: The maximum building height in the C-1 Zone shall be 35 feet.

4. Minimum setbacks: The following setbacks shall apply in the C-1 Zone:
 - a. Ten (10) foot minimum setback from a property line abutting the street.
 - b. Twenty (20) foot minimum setback from a property line abutting residential and open space/recreation zones.
 - c. No minimum setback from a property line abutting a commercial zone.
5. Parking: The provisions of Chapter 17.66 of the Zoning Ordinance shall be used to determine the parking for development in the C-1 Zone.
6. Signs: The provisions of the Section 9, Design Guidelines, shall be used to determine permitted signs in the C-1 Zone. Temporary signage, as permitted above, shall comply with the signage program identified previously for the R-SF zone.
7. Design review: No building permits shall be issued for the construction of any building or structure in the C-1 Zone until the applicant has obtained Design Review approval pursuant to the provisions of Chapter 17.82 of the Zoning Ordinance.
8. Landscaping: All areas not utilized for structures, parking, or other permitted uses shall be landscaped. In addition, the following minimum standards shall apply:
 - a. Adjacent to streets - A continuous area, a minimum of ten (10) feet in depth, shall be landscaped and maintained between parking area and the public right-of-way. Parking areas should be screened as much as possible utilizing berms.
 - b. Buffer landscaping - A continuous landscape buffer, with a minimum of fifteen (15) feet in depth shall be maintained adjacent to interior property lines which abut residential development. In addition, a minimum six (6) foot decorative block wall shall be provided.
 - c. General - All building sites shall have a minimum landscaped coverage equivalent to ten (10) percent of the total lot area. Such landscaping shall be automatically irrigated and shall be evenly distributed over the site and consist of an effective combination of trees, ground cover and shrubbery, which may include landscaping required for setbacks or buffers. A reduction in coverage may be sought and approved during the Design Review process in recognition of quality design. For the purpose of this provision, quality considerations include the use of courtyards, atriums, creative use of ground floor public space, creative use of water elements, and the incorporation of sculpture or art work in the landscape proposal.
9. Design standards: Chapter 17.38 of the Zoning Ordinance contains non-residential development standards applicable to all projects within the City regardless of zoning district. It is therefore important that the provisions of

Chapter 17.38 of the Zoning Ordinance be considered together with the regulations contained herein for the C-1 Zone.

10. Other:

- a. All roof-mounted mechanical equipment, satellite dishes, tanks, ducts, elevator enclosures, cooling towers, or mechanical ventilators shall be screened from the ground elevation view by architectural elements such as parapets, etc., to a minimum sight distance from immediately adjacent fronting streets.
- b. Site development permit applications shall include: plot plans, elevations and preliminary landscape plans. The site development permit application shall be submitted in the form and number as required by the Community Development Director. All site development permit applications shall be reviewed by the Planning Commission.
- c. Alternative development standards to those specified for the C-1 Zone may be requested if the developer can show how the project will better serve the public interest.

Open Space/Recreation Zone

A. Purpose And Intent

The intent of the Open Space/Recreation Zone is to reserve land for park, school, and recreation uses; and to secure natural open space as a permanent public resource, in order to protect the public health, safety, and welfare and preserve environmental and scenic resources.

Land placed in the Open Space/Recreation Zone shall include land under public or private ownership as follows:

1. Parks, picnic grounds, and playgrounds, including neighborhood and community parks
2. Game courts, including tennis, racquetball, and basketball
3. Athletic fields
4. Parking lots
5. Primary and secondary schools, both public and private
6. Drainage or flood control channels, creeks, rivers, lakes and floodplains, including riparian habitat areas
7. Land which would endanger the health, safety, and public welfare of the residents, to include:
 - a. Areas where terrain is too steep to build upon or where grading of the land may endanger public health and safety due to erosion by flooding

- b. Areas subject to flooding or inundation from storm water
 - c. Geologically unstable areas
 - d. Greenbelt areas which are formed by land development by preserving the land as a natural area
- 8. Areas of cultural or historical value of significance
 - 9. Areas of outstanding natural, biological, or scenic value or significance

B. Permitted Uses

Those uses associated with 1-9 above. No building or land shall be used, and no building or structure shall be designed, erected, structurally altered or enlarged except for the following purposes:

- 1. Drainage channels, bridges or crossings, watercourses, spreading grounds, settling basins, freeways, parkways, public streets, park drives, utility access roads, hiking/riding trails, and fire lanes
- 2. Privately owned or public recreational areas, parks, picnic grounds, playgrounds, wildlife preserve, and such buildings and structures as are related thereto
- 3. Game courts, including tennis, racquetball, and basketball courts
- 4. Athletic fields
- 5. Parking lots
- 6. Equestrian facilities, including trails, riding stables, showgrounds and competition facilities
- 7. Primary and secondary schools, both public and private
- 8. Public and private utility facilities, such as pump stations, transmission towers, water reservoirs, substations, and similar structures
- 9. Wildlife or wilderness preserves
- 10. Mining operations in accordance with plan
- 11. Similar uses to those listed in this section, which in the opinion of the Planning Commission, would not be detrimental or incompatible with the intent and purpose of this Zone, as set forth herein.

C. Uses Prohibited in the Open Space/Recreation Zone

1. Residential uses
2. Commercial uses, other than those incidental to recreational uses permitted above
3. Industrial uses

D. Development Standards

The following development standards shall apply in the Open Space/Recreation Zone:

1. Minimum lot area: There is no minimum lot size requirement.
2. Minimum street frontage: There is no minimum street frontage width, provided that each lot or parcel containing a school building or structure shall have a width of not less than sixty (60) feet at the building setback line.
3. Maximum lot coverage: No structure shall be permitted except accessory buildings or those structures related to public park and recreational facilities or utilities. In no case shall buildings or structures exceed thirty (30) percent of the total area in use, except for schools and associated buildings.
4. Maximum building height: No building shall exceed thirty-five (35) feet in height or more than one-story, except for public and private school buildings and structures which shall not exceed fifty (50) feet in height or four stories.
5. Minimum setbacks: There are no yard requirements for buildings which do not exceed thirty-five (35) feet in height. Any portion of a building which exceeds thirty-five (35) feet in height shall be setback from the front, rear and side lot lines not less than two (2) feet for each foot by which the height exceeds thirty-five (35) feet. The front setback shall be measured from the master plan roadway right-of-way line. The rear setback shall be measured from the existing rear lot line or from any recorded alley or easement; if the rear line adjoins a street, the rear setback requirement shall be the same as required for a front setback. Each side setback shall be measured from the side lot line, or from a master plan roadway right-of-way line.
6. Parking: The provisions of Chapter 17.66 of the Zoning Ordinance shall be used to determine the parking for development in the Open Space/Recreation Zone.
7. Mechanical equipment: All roof-mounted mechanical equipment, satellite dishes, tanks, ducts, elevator enclosures, cooling towers, or mechanical ventilators shall be screened from the ground elevation view by architectural elements such as parapets, etc., to a minimum sight distance from immediately adjacent fronting streets.

8. Design review: All structures, parking facilities, or storage lots and grading operations within the Open Space/Recreation Zone shall be subject to Planning Commission approval, and shall comply with all provisions of Chapter 15.64, Flood Hazard Areas, and Chapter 15.68, Floodplain Management, of the Zoning Ordinance.
9. Other: No mechanical equipment, duct, elevator enclosure, cooling tower, or mechanical ventilator shall be erected, constructed, maintained or altered anywhere on the premises unless all such equipment and appurtenances are screened from public view by landscaping, walls, fences, and/or architectural structures. All fences, walls, and structures shall be of similar architectural elements, which are specifically permitted.

IX. Design Guidelines

IX. DESIGN GUIDELINES

General Guidelines, Purpose and Theme

In the planning of Tuscany Hills, careful thought has been given to the integration of structural and aesthetic elements of an active community. To ensure that the Specific Plan is implemented in a manner that will bring Tuscany Hills a sense of its own character, a central theme has been devised.

The intent in conceiving a theme for Tuscany Hills is to establish an environment that reflects its European elder, the southern European regions of Spain, southern France, and Italy. Tuscany Hills should thus unite the beauty of the natural surroundings with the built environment, in the same way the gardens, vineyards, and surrounding landscape are an integral part of the Tuscany cottages and villas.

This theme can be reflected both architecturally and within its landscape design. Rich earth tones and pure forms will dominate the architectural design, while the landscape design will introduce the same mosaic pattern reflective of its Tuscan example. With the fine architecture and bold landscape design, the community of Tuscany Hills will provide a unique and special environment reflective of its European parent.

Compliance with these design guidelines will be determined by the Community Development Director. Specific project-wide design goals and objectives are as follows:

1. To provide the City of Lake Elsinore with the necessary assurance that the Specific Plan area will develop in accordance with the quality and character proposed herein.
2. To provide guidance to developers, builders, engineers, architects, and other professionals in order to maintain the desired design quality.
3. To provide guidance to city staff, the Planning Commission, and City Council in the review of future development projects in the Specific Plan area.

Landscaping Guidelines

Landscaping Goals and Objectives

The following are the overall goals and objectives of the landscape guidelines:

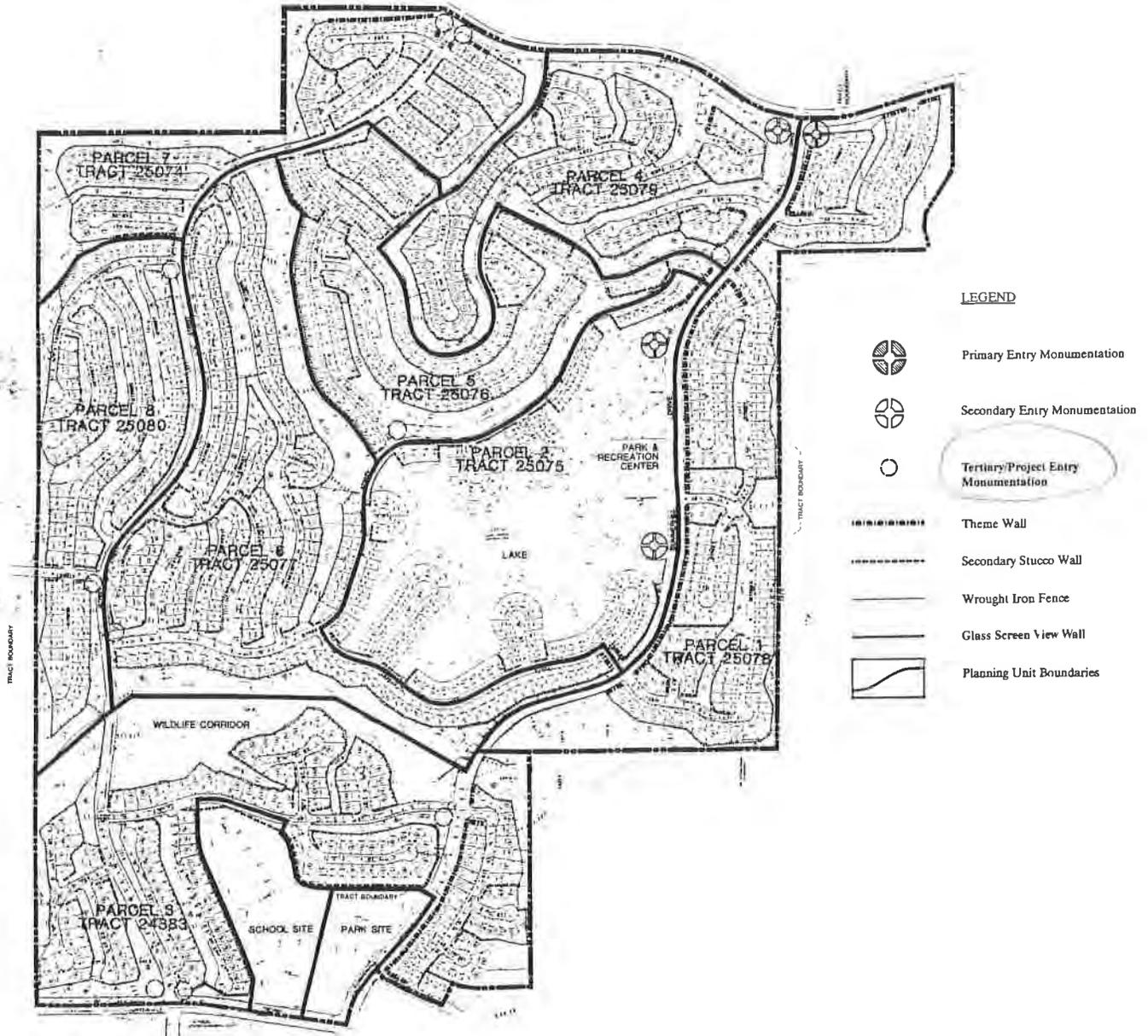
1. To reduce emphasis on vehicular impact by careful placement of roads and parking areas, and screening of same from view.
2. To emphasize pedestrian access and circulation, especially between and around roads and buildings.

Entry Statements

In designing the land use plan for Tuscany Hills, it was intended that a sense of arrival, form, material selection, color, and overall theme of the project be established. The major entry road to the community, Summerhill Drive, will have monumentation signifying entry into the project. Project and neighborhood entries will establish the sense of arrival on a more specific locational basis. The entries, along with the Wall and Fencing Plan, are shown on Exhibits 22 and 23. Three levels of entry treatment are included in the Tuscany Hills project:

MONUMENTATION, WALL & FENCING PLAN

NORTHERN SECTION



LEGEND

-  Primary Entry Monumentation
-  Secondary Entry Monumentation
-  Tertiary/Project Entry Monumentation
-  Theme Wall
-  Secondary Stucco Wall
-  Wrought Iron Fence
-  Glass Screen View Wall
-  Planning Unit Boundaries

N.T.S.

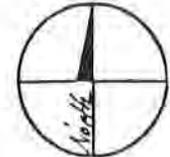


EXHIBIT 22

Hunsaker & Associates
 INC.
 PLANNING • ENGINEERING • SURVEYING
 17741 PINE AVE.
 IRVINE, CA 92714
 (714) 771-8888

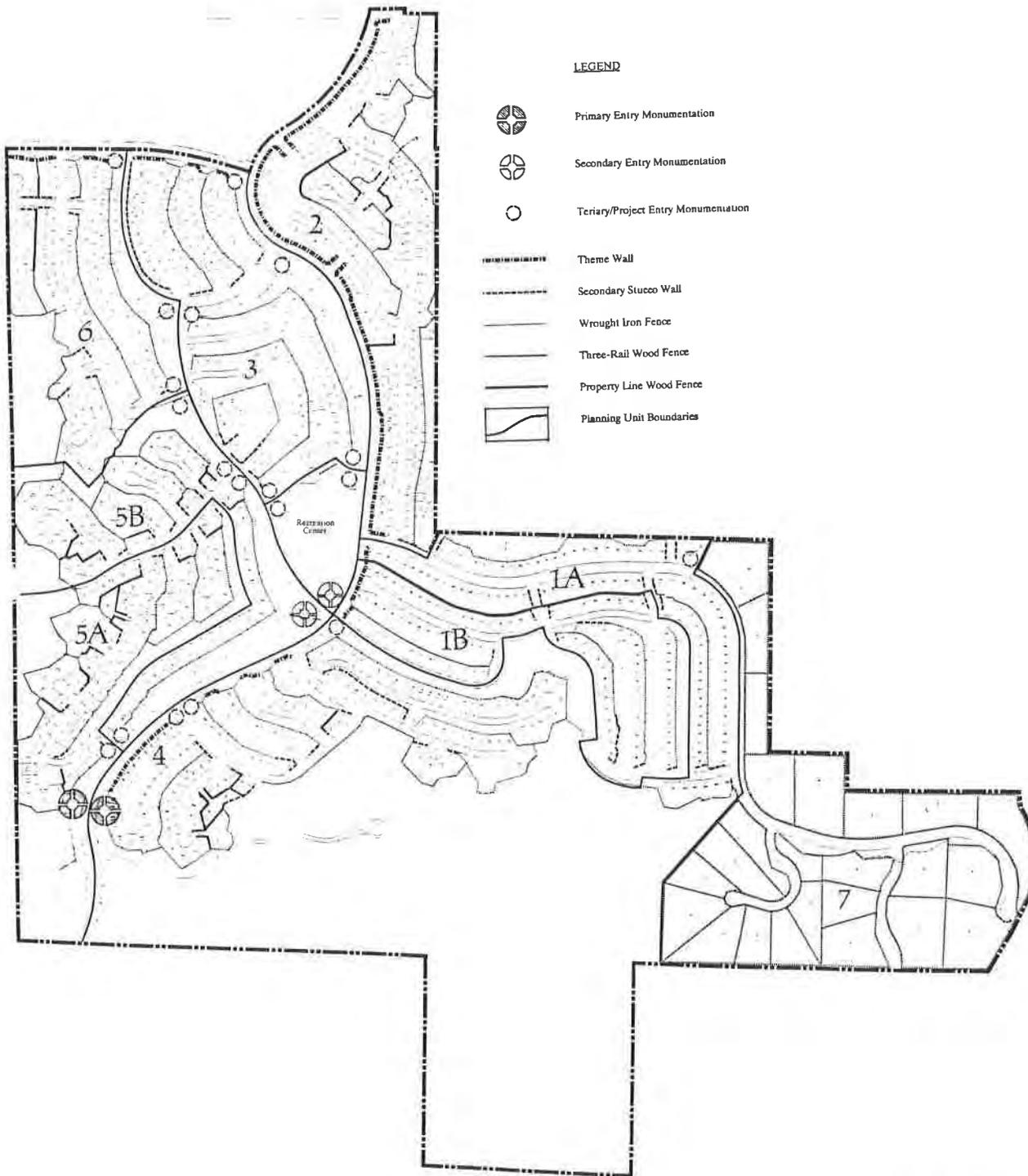
MONUMENTATION, WALL & FENCING PLAN

SOUTHERN SECTION



LEGEND

-  Primary Entry Monumentation
-  Secondary Entry Monumentation
-  Tertiary/Project Entry Monumentation
-  Theme Wall
-  Secondary Stucco Wall
-  Wrought Iron Fence
-  Three-Rail Wood Fence
-  Property Line Wood Fence
-  Planning Unit Boundaries



SOURCE: KEITH FRENCH GROUP

N.T.S.

EXHIBIT 23



Hunsaker & Associates
INC.
PLANNING • ENGINEERING • ARCHITECTURE
P.O. Box 1000 • Irvine, CA 92713
Orange County • Irvine • California
(714) 951-1000

1. Primary Entry

The major entry monumentation at Summerhill Drive will consist of two major elements. The first is a monument with a series of cascading waterfalls. The second element consists of a series of terraced walls with cascading water falling into pools. Tall vertical trees will serve as a back drop for this feature. Light earth tones will be predominant in material choices. Exhibit 24 illustrates the Primary Entry Monument and Streetscape Plan; Exhibit 25 illustrates the Primary Entry Monument Elevation.

2. Secondary Entry

The secondary entry serves as an arrival point to the main project community and formally sets the theme for the community. Secondary monumentation will feature the same material choices and color palette, but will be much simpler in design. Exhibits 26 and 27 illustrate the Secondary Entry Monument Plan and elevation.

3. Tertiary Project Entries

Entry into actual project or neighborhood areas is signified by the Tertiary/Project Entry. Overall, the project entries shall provide focus for and identification of the individual project it promotes. Tertiary monumentation will be smaller in scale, providing a transition to pedestrian scale, but will reflect the same image and design quality that is exhibited in the primary and secondary entries. The project entries are found primarily off secondary streets into individual neighborhood enclaves as illustrated on Exhibits 22 and 23. Exhibits 28 and 29 illustrate Tertiary/Project Entry monument plans and elevations.

Streetscapes

A street hierarchy has been established in order to present a clean distinction between the relative level of streets and to emphasize certain key aspects of Tuscany Hills. This hierarchy is depicted in general format terms in the Conceptual Landscape Plan, Exhibits 30 and 31, and on the Streetscape Plant Palette, Table 8. This hierarchy will in part be established by the street landscaping, which has been chosen to reflect the project's overall "Tuscany" theme. Careful consideration of the relationship between street and plant material characteristics will help establish a character to reinforce this theme. There are three levels of street hierarchy in Tuscany Hills which are discussed below:

1. Primary Street (Summerhill Drive)

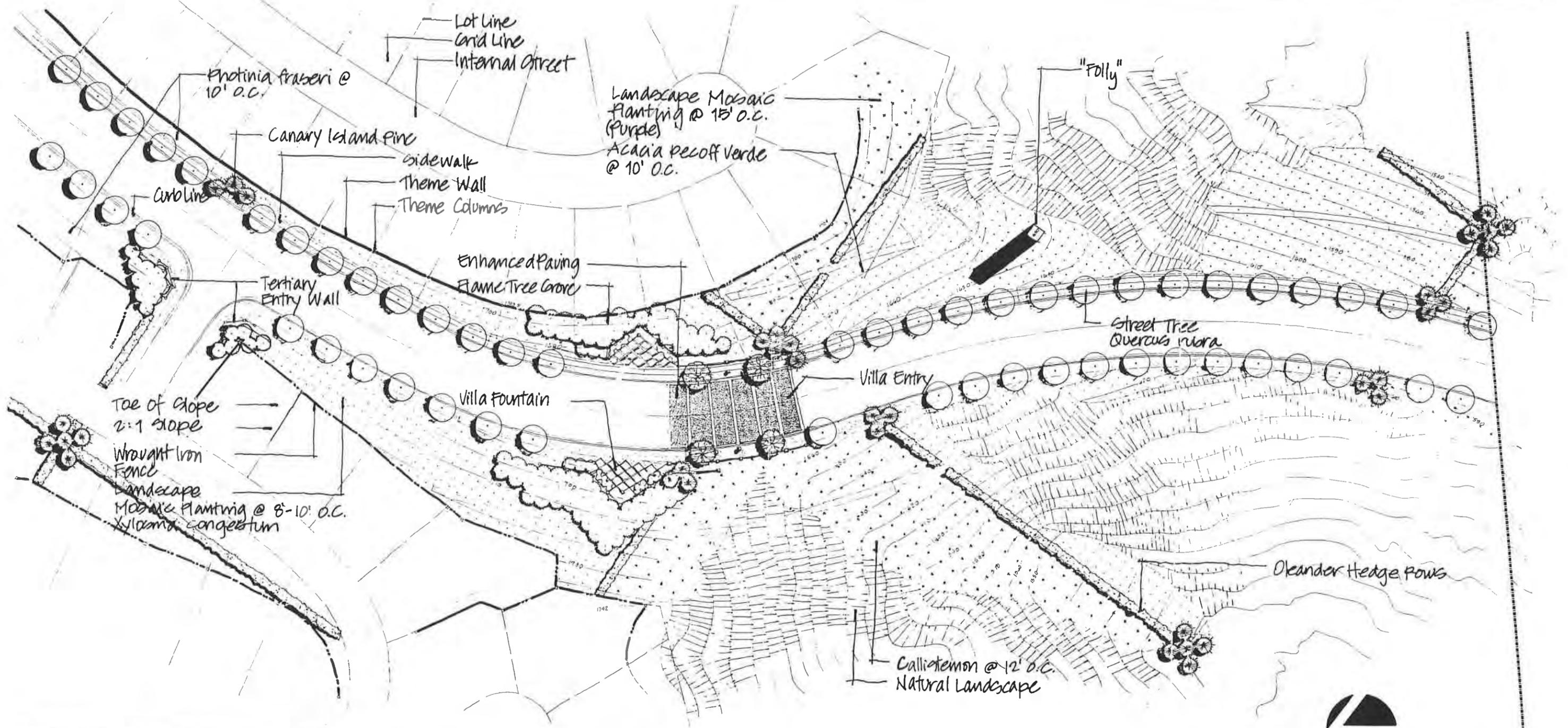
A semi-formal landscape concept is proposed for Summerhill Drive and is shown in detail on Exhibit 32. This road will function as central "community collector" for the project. Formal groupings of large spreading Red Oaks will be planted in the parkway along Summerhill Drive. An understory of ground cover will complete the treatment.

2. Secondary Streets

The secondary street landscape concept will be less formal, transitioning to more formal theme of Summerhill Road. Informal groupings of London Plane trees will be planted with an understory of turf and slope planting where needed. Exhibit 33 shows the Secondary Streetscape Concept in detail.



Primary Entry Monument & Streetscape



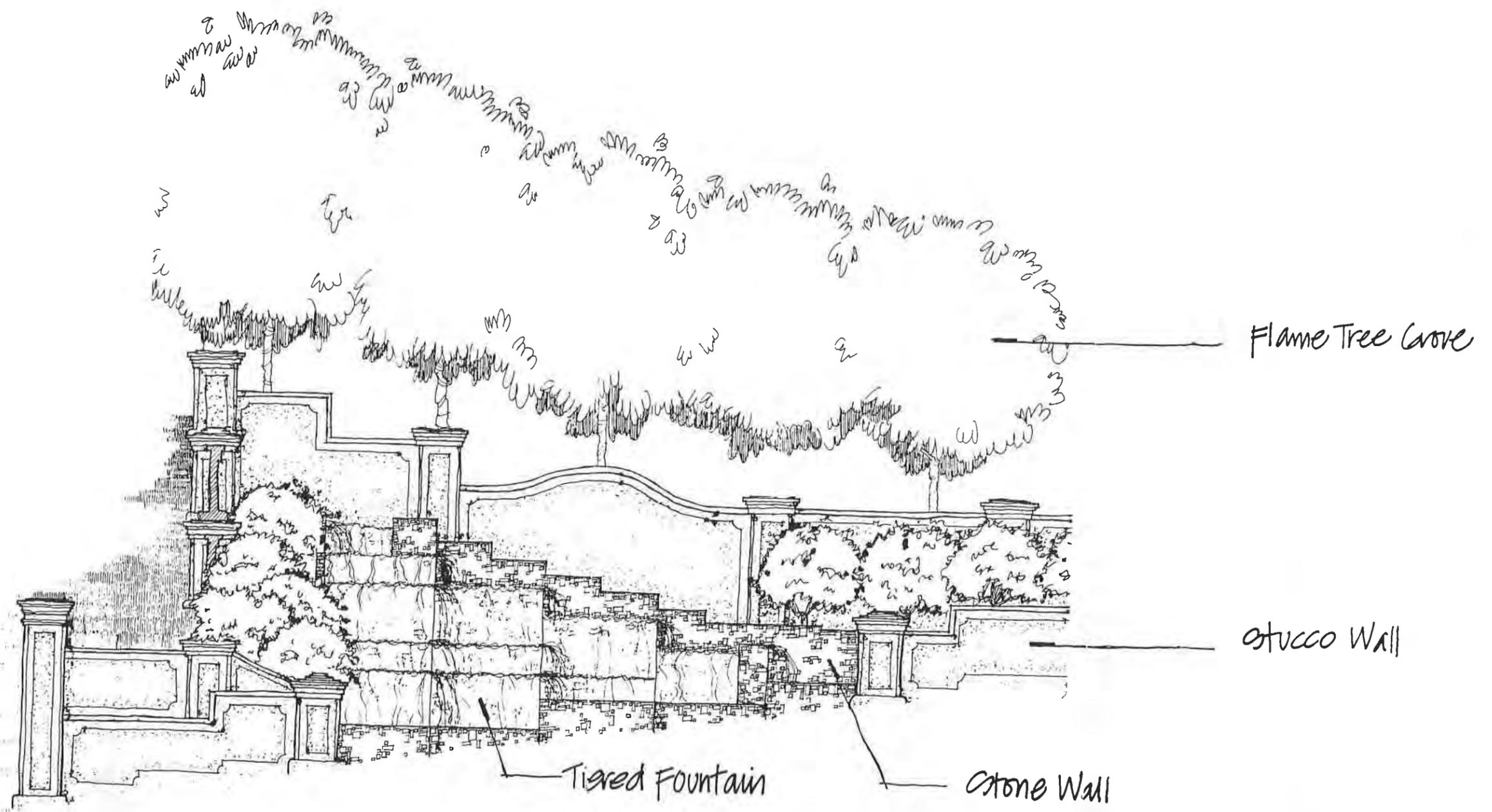
SOURCE: KEITH FRENCH GROUP



EXHIBIT 24
No Scale



Primary Entry Monument Elevation

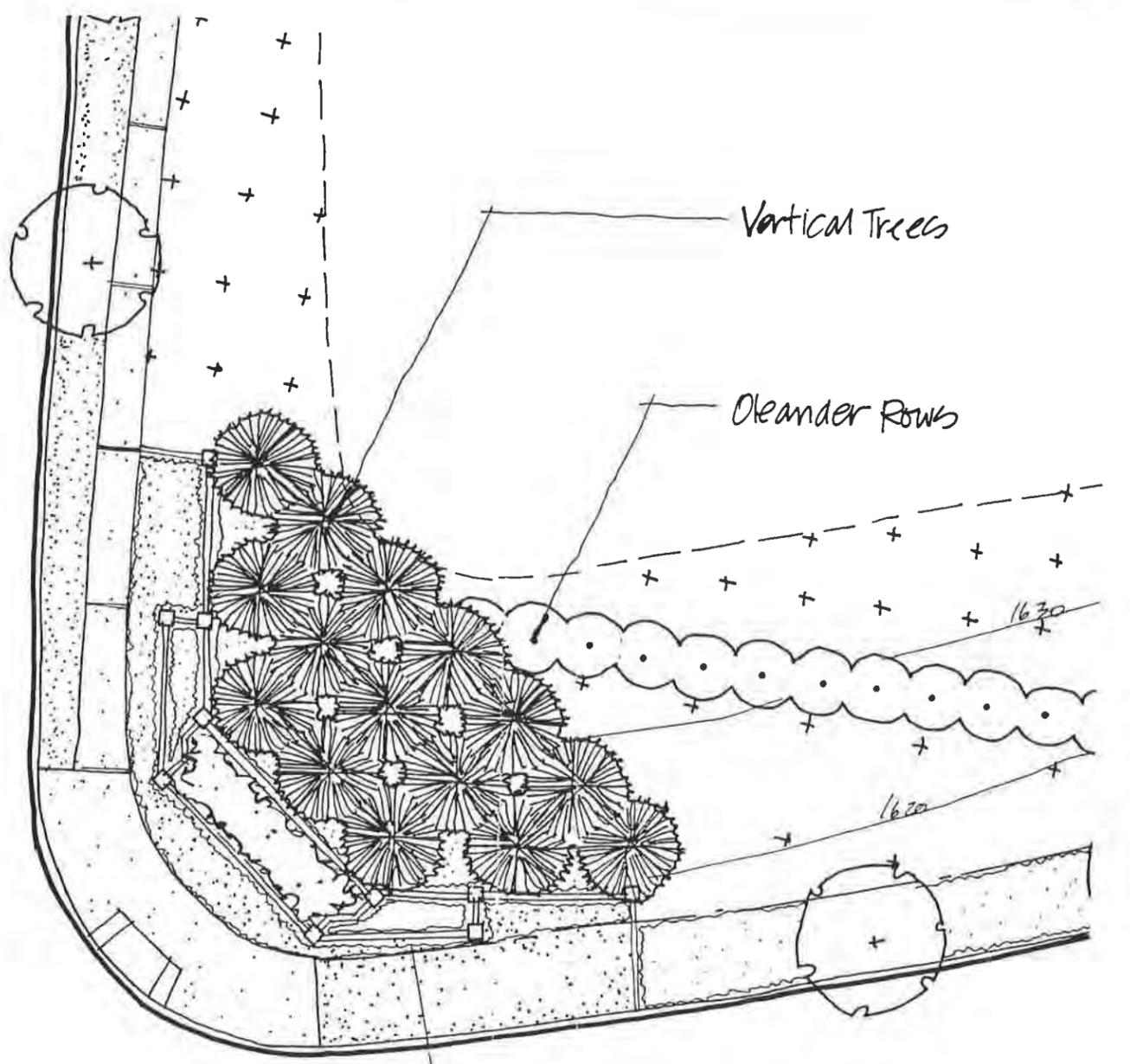
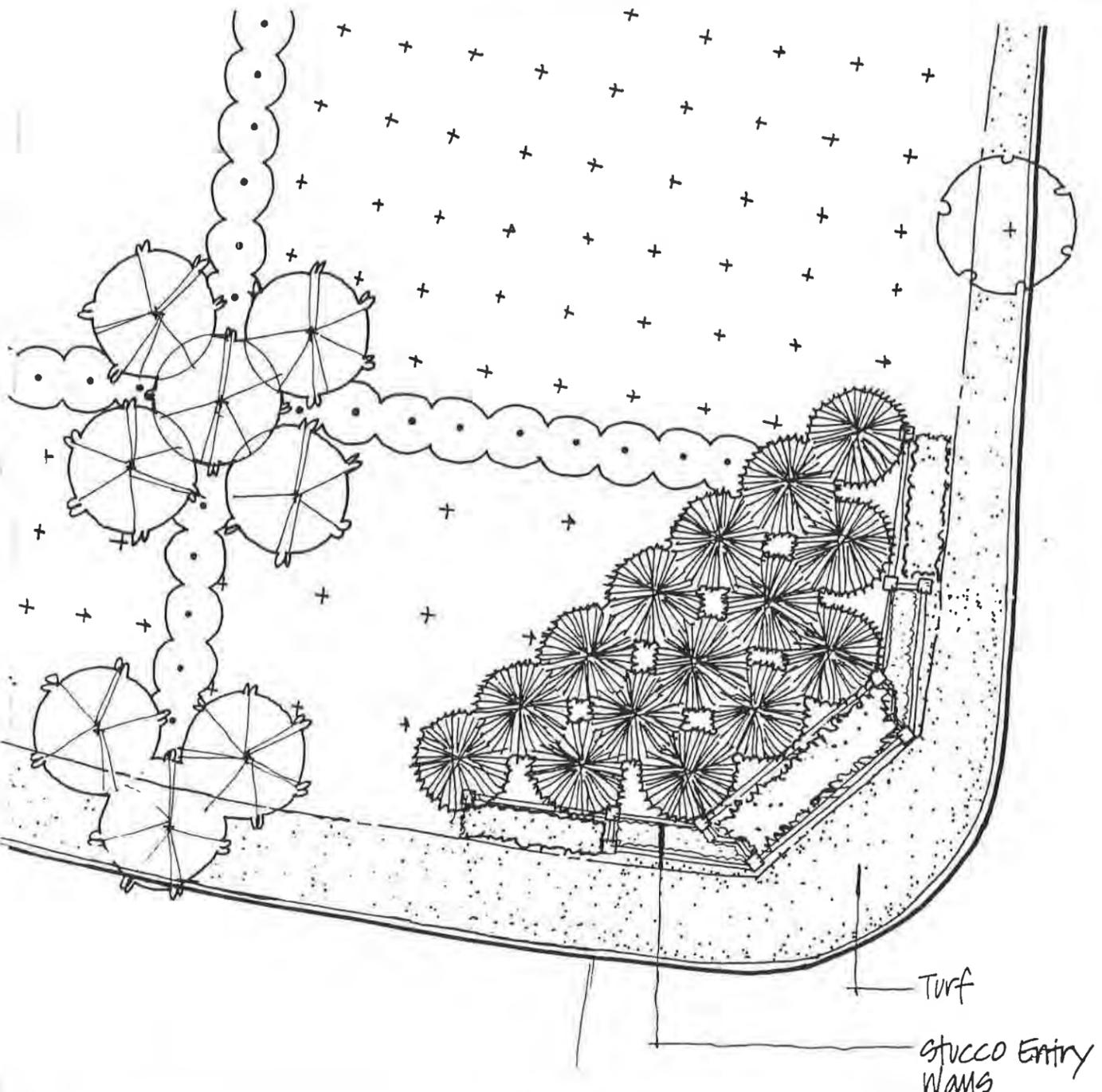


SOURCE: KEITH FRENCH GROUP

EXHIBIT 25
No Scale



Secondary Entry Monument Plan



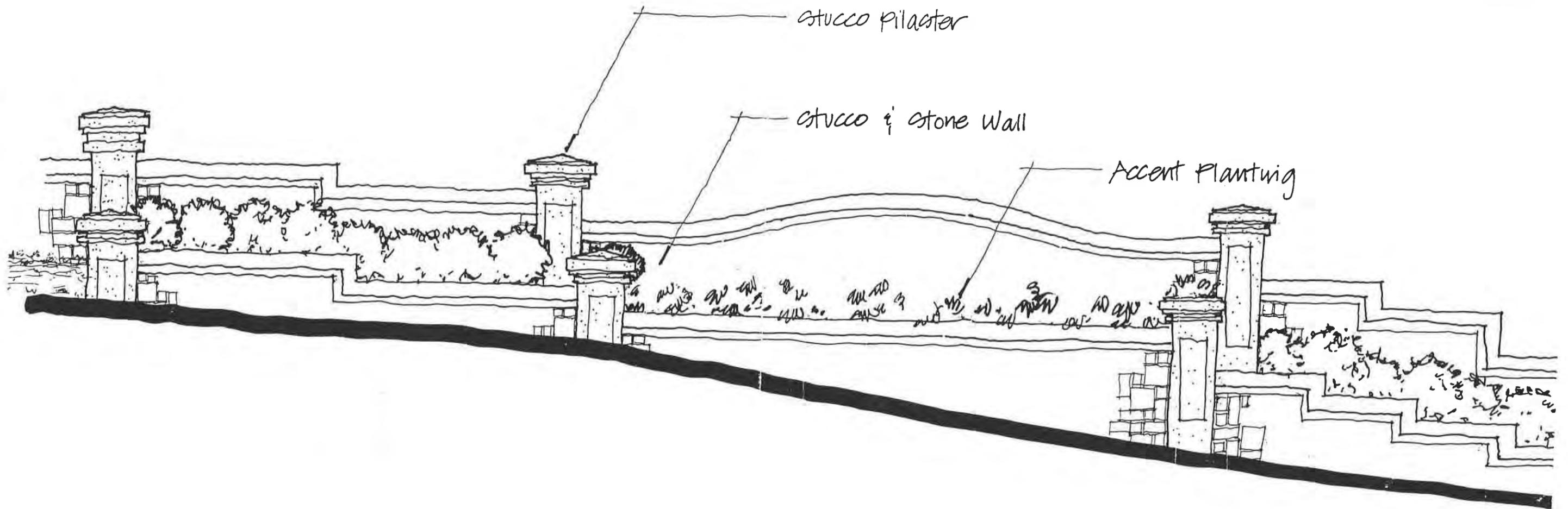
SOURCE: KEITH FRENCH GROUP



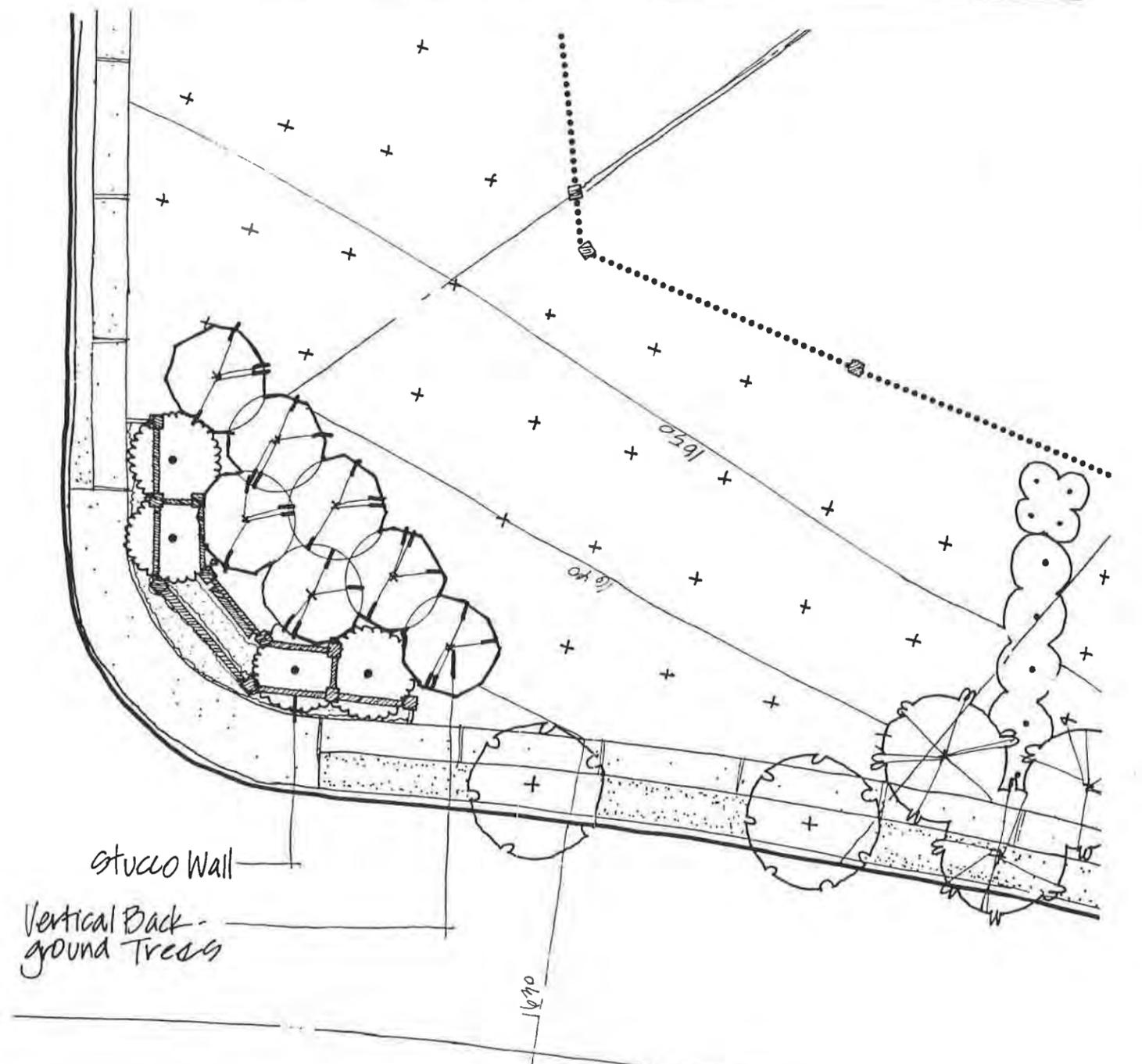
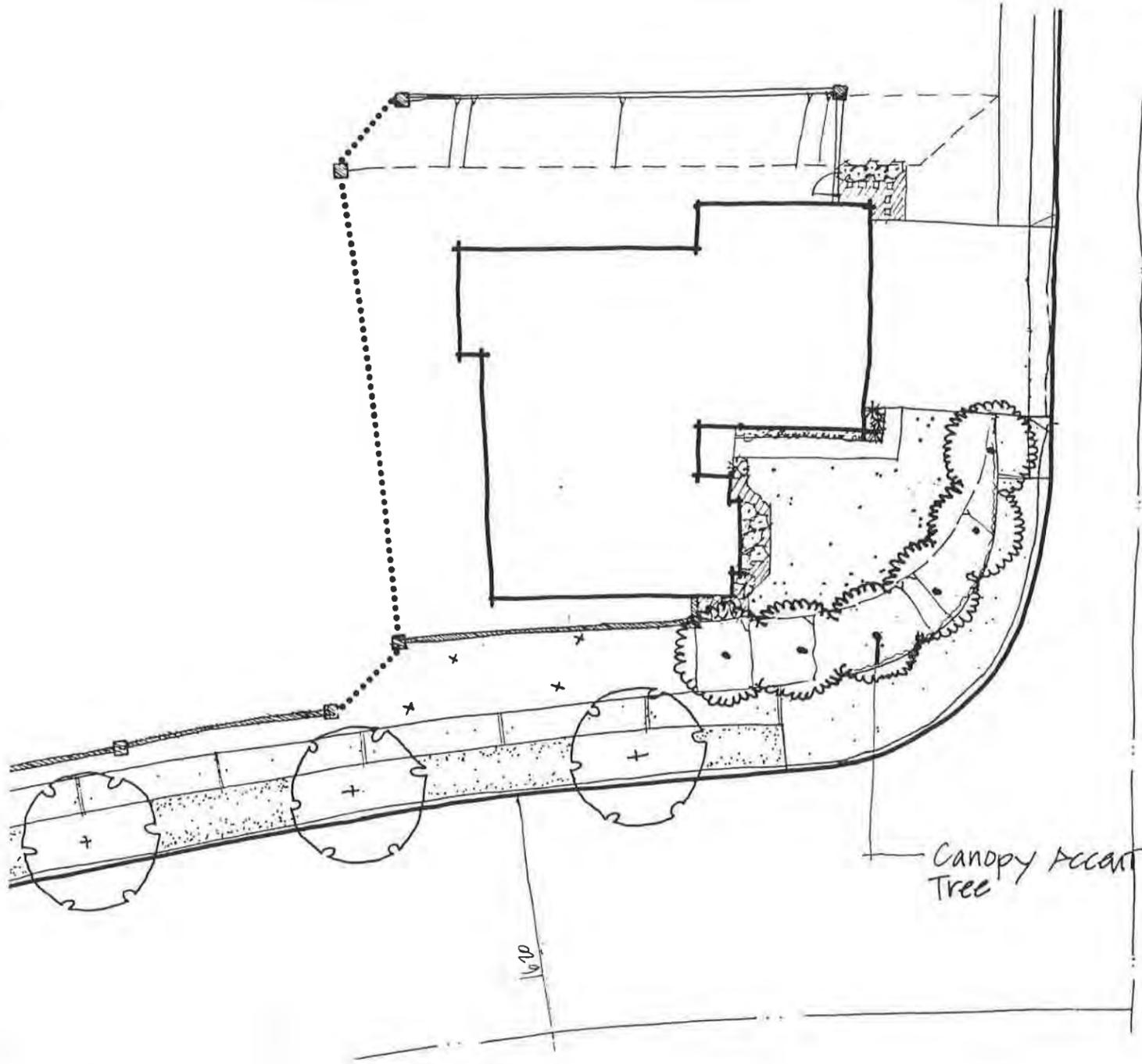
EXHIBIT 26
No Scale



Secondary
Entry Monument Elevation

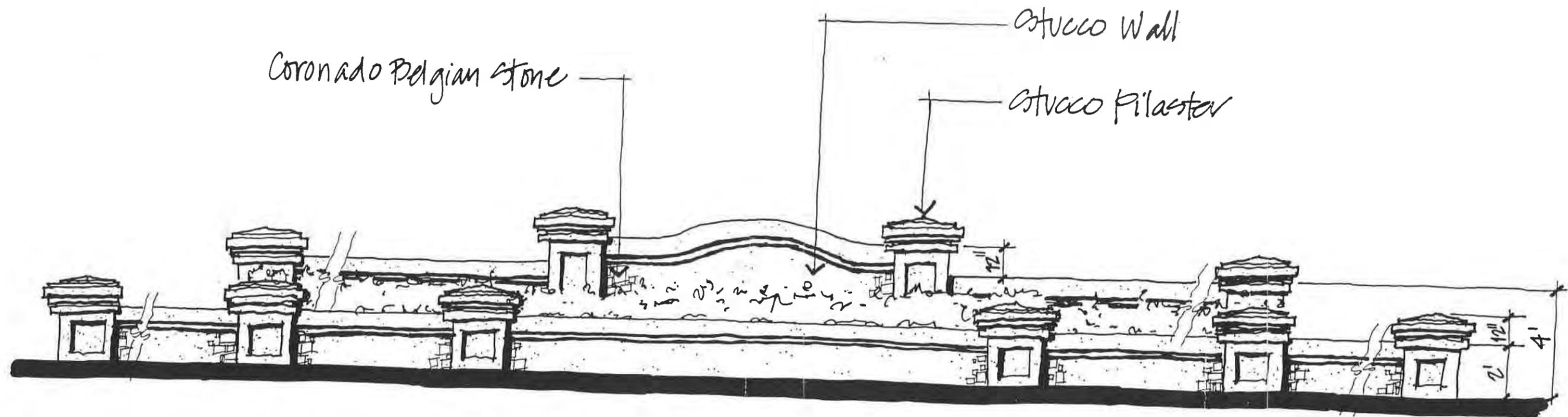


Tertiary Entry Monument Plan





Tertiary
Entry Monument Elevation

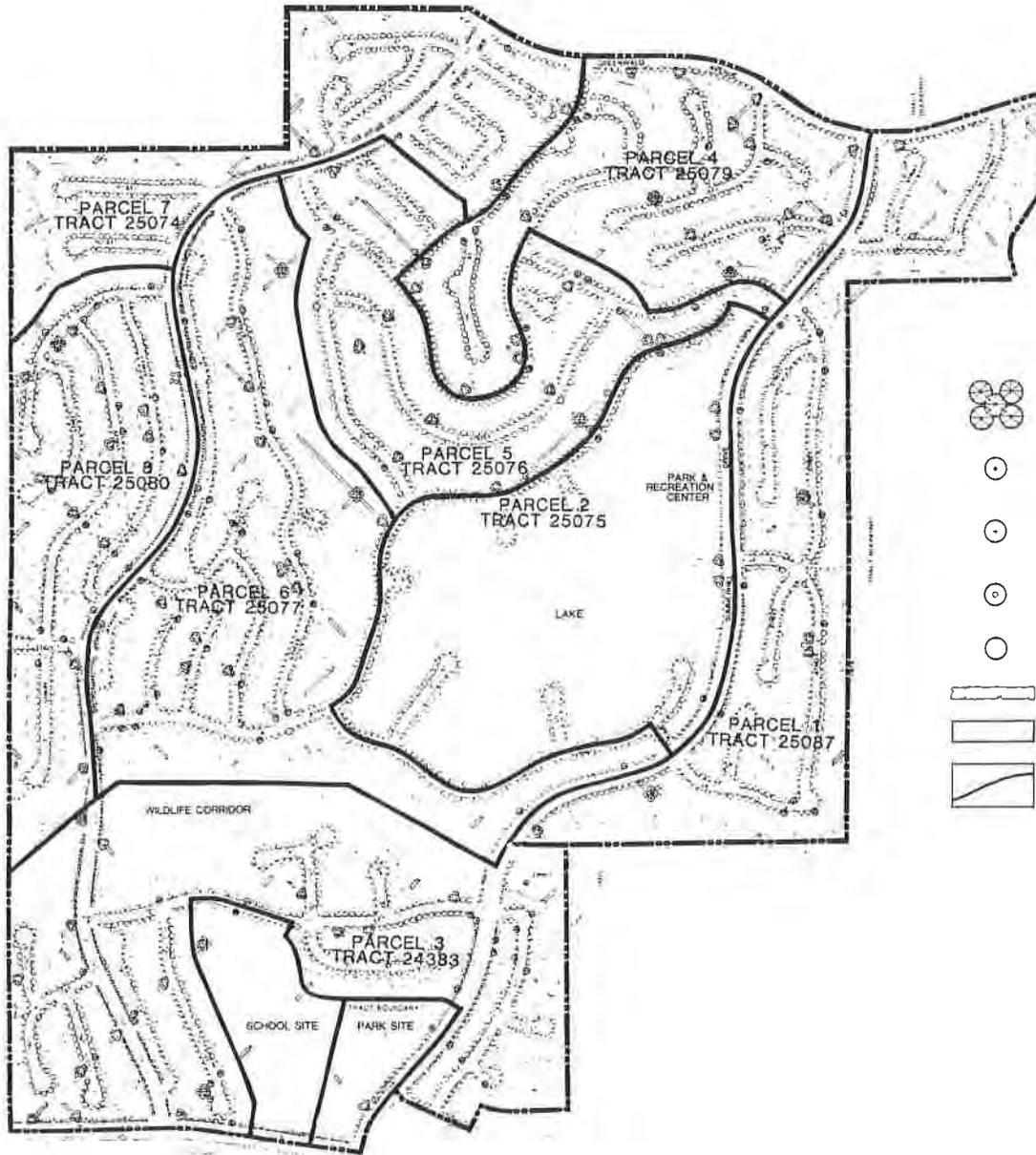


SOURCE: KEITH FRENCH GROUP

EXHIBIT 29
Scale: 1/4" = 1' - 0"

CONCEPTUAL LANDSCAPE PLAN

NORTHERN SECTION



LEGEND

- Accent Tree
Canary Island Pine
- Primary Street Tree
Red Oak
- Secondary Street Tree A
Magnolia
- Secondary Street Tree B
London Plane Tree
- Interior Street Tree
- Oleander Hedge Rows
- Fuel Modification Zone
- Planning Unit Boundaries

SOURCE: KEITH FRENCH GROUP

N.T.S.

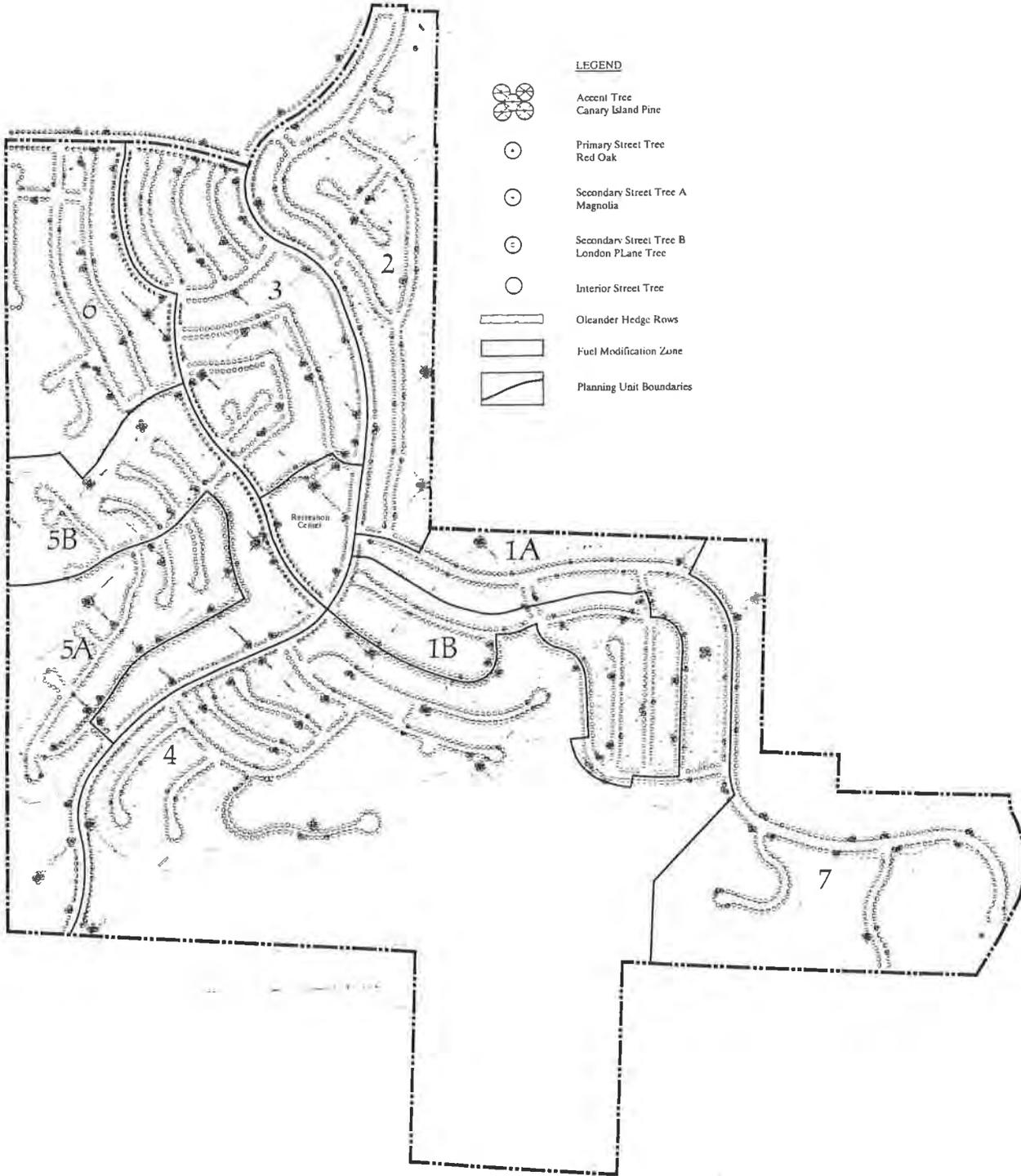


EXHIBIT 30

Hunsaker Associates
INC.
PLANNING • ENGINEERING • ENVIRONMENTAL SYSTEMS
THORNTON PLACE • IRVINE, CA 92714
OFFICE: (949) 261-1100 • FAX: (949) 261-1101

CONCEPTUAL LANDSCAPE PLAN

SOUTHERN SECTION



LEGEND

-  Accent Tree
Canary Island Pine
-  Primary Street Tree
Red Oak
-  Secondary Street Tree A
Magnolia
-  Secondary Street Tree B
London Plane Tree
-  Interior Street Tree
-  Oleander Hedge Rows
-  Fuel Modification Zone
-  Planning Unit Boundaries

SOURCE: KEITH FRENCH GROUP

N.T.S.

EXHIBIT 31



Hunsaker & Associates
INC.
PLANNING • ENGINEERING • ARCHITECTURE
Three Regional Offices • Irvine, CA 92714
Office: California • Irvine • 949-453-8888
Fax: 949-453-8888

TABLE 8
Typical Streetscape Plant Palette

Primary Street Tree

Quercus rubra (Red Oak) - 24" Box

Secondary Street Trees

Magnolia grandiflora "Majestic Beauty" (Magnolia) - 24" Box
Platanus acerifolia (London Plane Tree) - 24" Box

Accent Trees - (min. 15 Gal.)

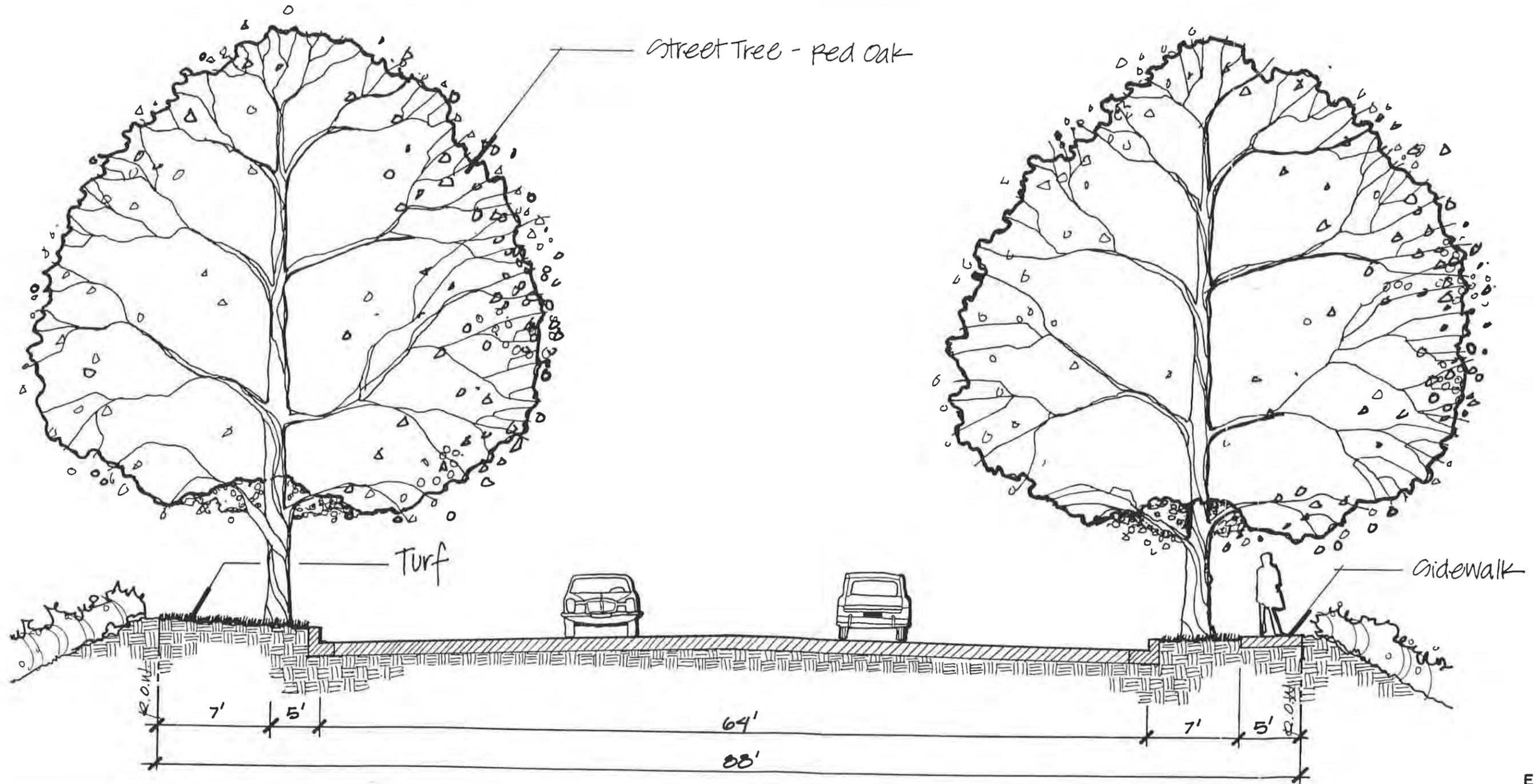
Pinus canariensis (Canary Island Pine)

Interior Street Trees - (min. 15 Gal.)

Geijera parviflora (Australian Willow)
Ginko biloba (Maidenhair Tree)
Koelreuteria bipinnata (Chinese Flame Tree)
Koelreuteria paniculata (Goldenrain Tree)
Lagerstroemia Indica (Crape Myrtle)
Liquidamber styraciflua (American Sweet Gum)
Podocarpus gracilior (Fern Pine)
Prunus blireiana (Hybrid Plum)
Pyrus calleryana (Ornamental Pear)
Pyrus kawakami (Evergreen Pear)
Quercus ilex (Holly Oak)
Cinnamomum camphora (Camphor Tree)
Pistacia chinensis (Chinese Pistache)
Jacaranda acutifolia (Jacaranda)
Gleditsia triacanthus (Honey Locust)
Bauginia purpurea (Purple Orchid Tree)

Source: Keith French Group

Primary Streetscape

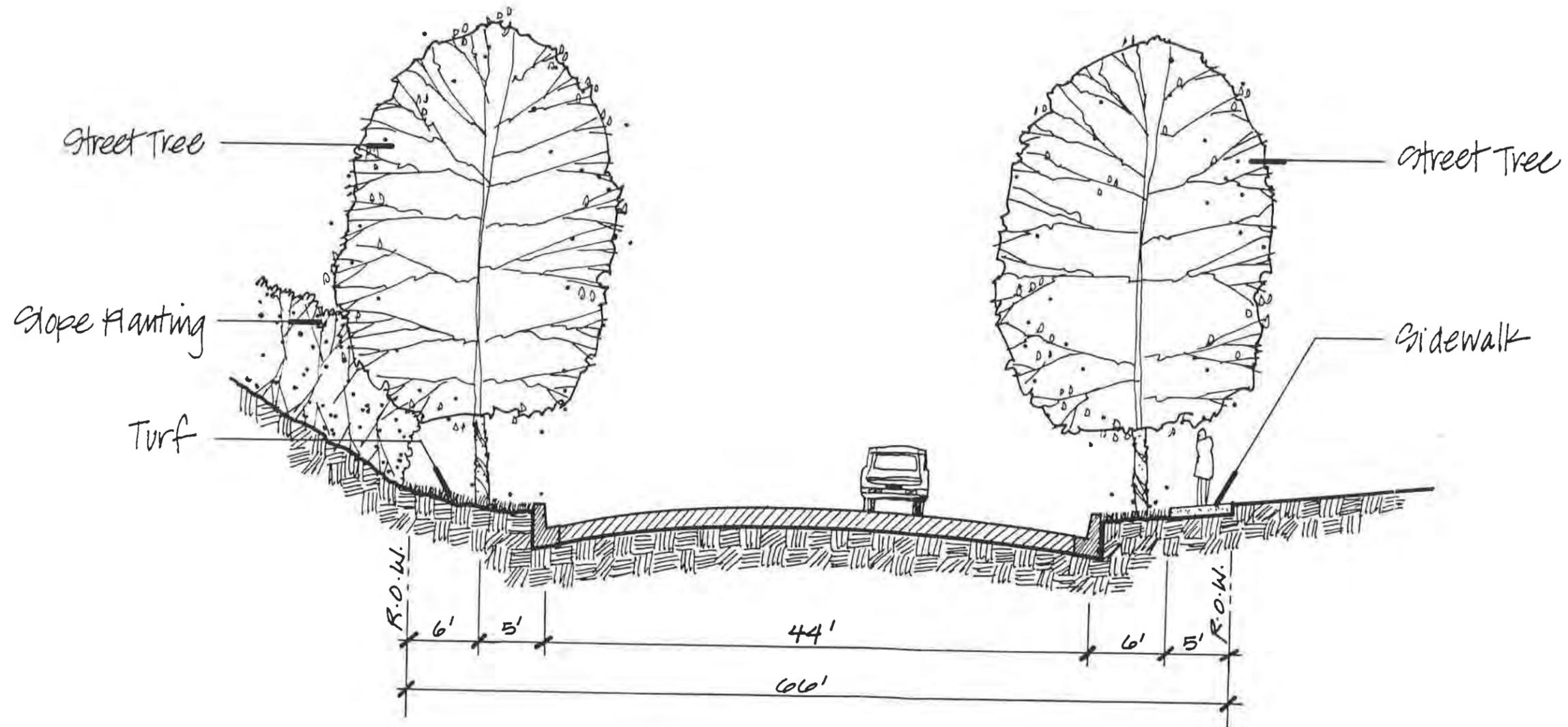


SOURCE: KEITH FRENCH GROUP

EXHIBIT 32
Scale: 1/8" = 1'-0"



Secondary Streetscape



SOURCE: KEITH FRENCH GROUP

EXHIBIT 33

Scale: 1"=10'-0"

3. Interior Streets

The interior neighborhood streets within Tuscany Hills are informal and pedestrian oriented. Canopy shade trees are to be regularly spaced within beds of ground cover and will provide a canopy over the sidewalks, creating a pleasant pedestrian environment. The use of different species of trees on individual streets or neighborhoods could uniquely identify various projects within the overall community. Landscape details for interior streets are shown in Exhibit 34.

Landscaping Standards and Requirements for Commercial Overlay Developments

Prior to the issuance of any building permits, detailed landscape and irrigation plans shall be reviewed and approved by the City.

1. All building sites shall have a minimum landscaped coverage equivalent to ten percent (10%) of the total lot area. Landscaping shall be evenly distributed over the site and consist of an effective combination of trees, ground cover and shrubbery.
2. All projects shall provide landscape and irrigation for all areas not devoted to structures, paving, or approved storage areas.
3. All landscaping shall be maintained in a neat, clean and healthy condition, allowing the landscaping to improve and mature over the years.

Landscape Maintenance Responsibility

The landscape maintenance responsibility plan within Tuscany Hills is illustrated on Exhibits 35 and 36. The plan can be categorized as follows:

1. Landscape Maintenance Districts

These areas are the responsibility of the Landscape Maintenance District and include: major slope areas along circulation routes, major and secondary monumentation, primary streetscape, the wildlife corridor, and the fuel modification zones along the perimeter of individual development areas. The maintenance of these facilities does not burden the City as they are paid for by the residents of Tuscany Hills.

2. Master Association Areas

These areas are the responsibility of the Tuscany Hills Master Association and include: private recreation and community facility areas, and the lake area.

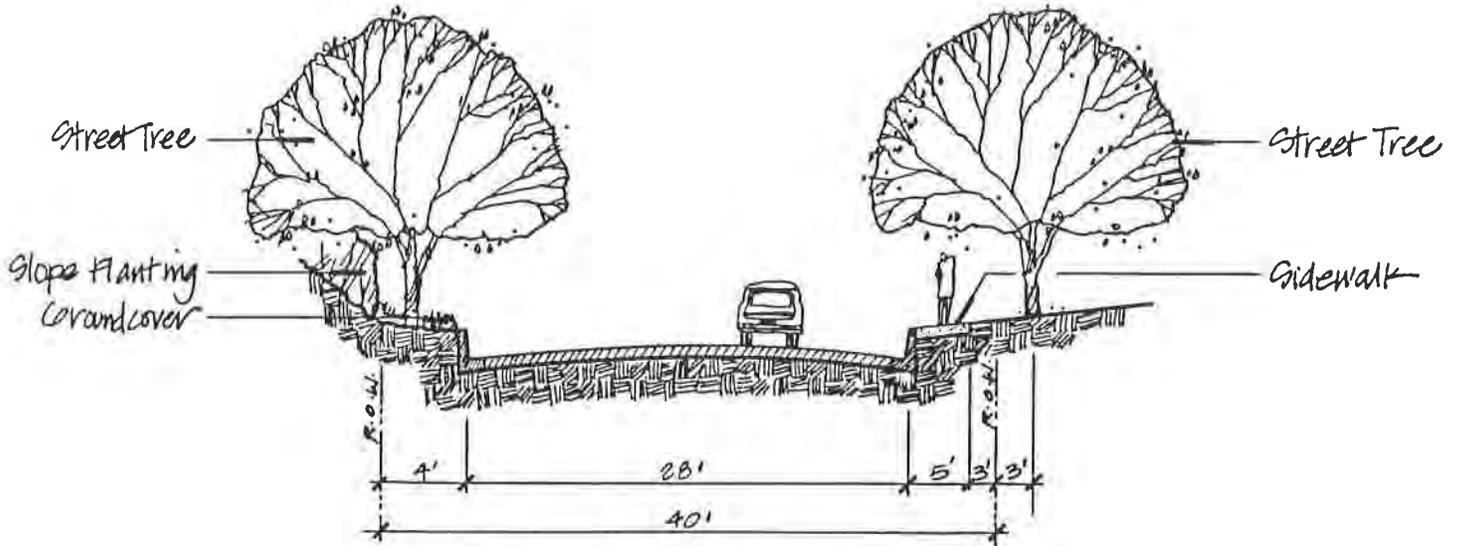
3. Private

These areas include slope areas within the property of individual homeowners as well as the maintenance of front yard landscaping. An illustration of typical front yard landscaping is provided on Exhibit 37.

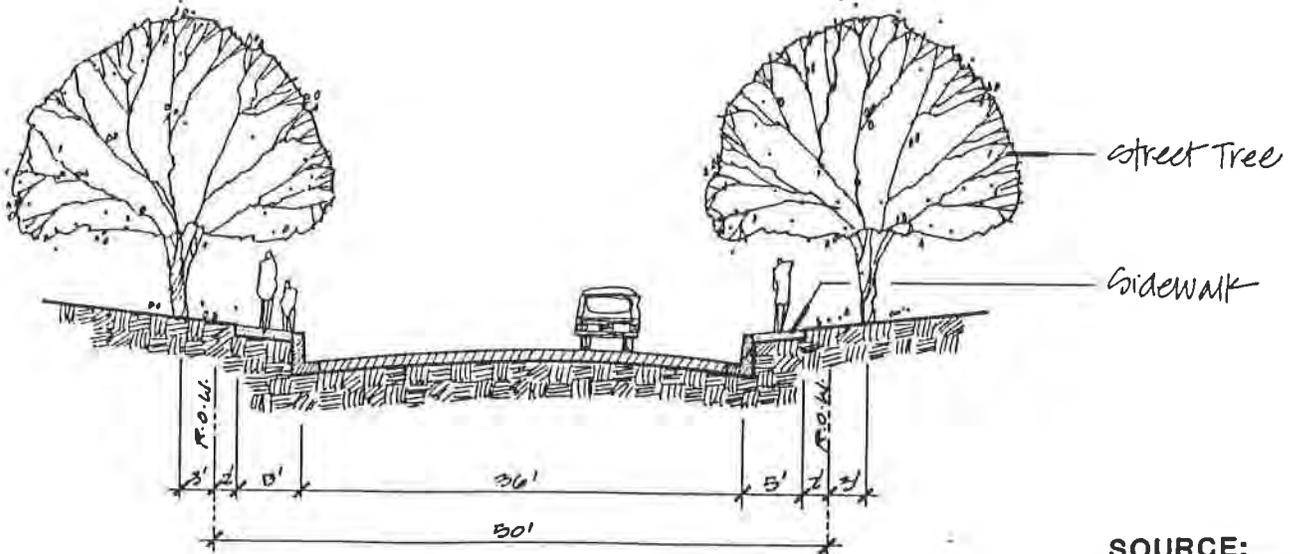
INTERIOR STREETScape



Single-Loaded Street



Double-Loaded Street

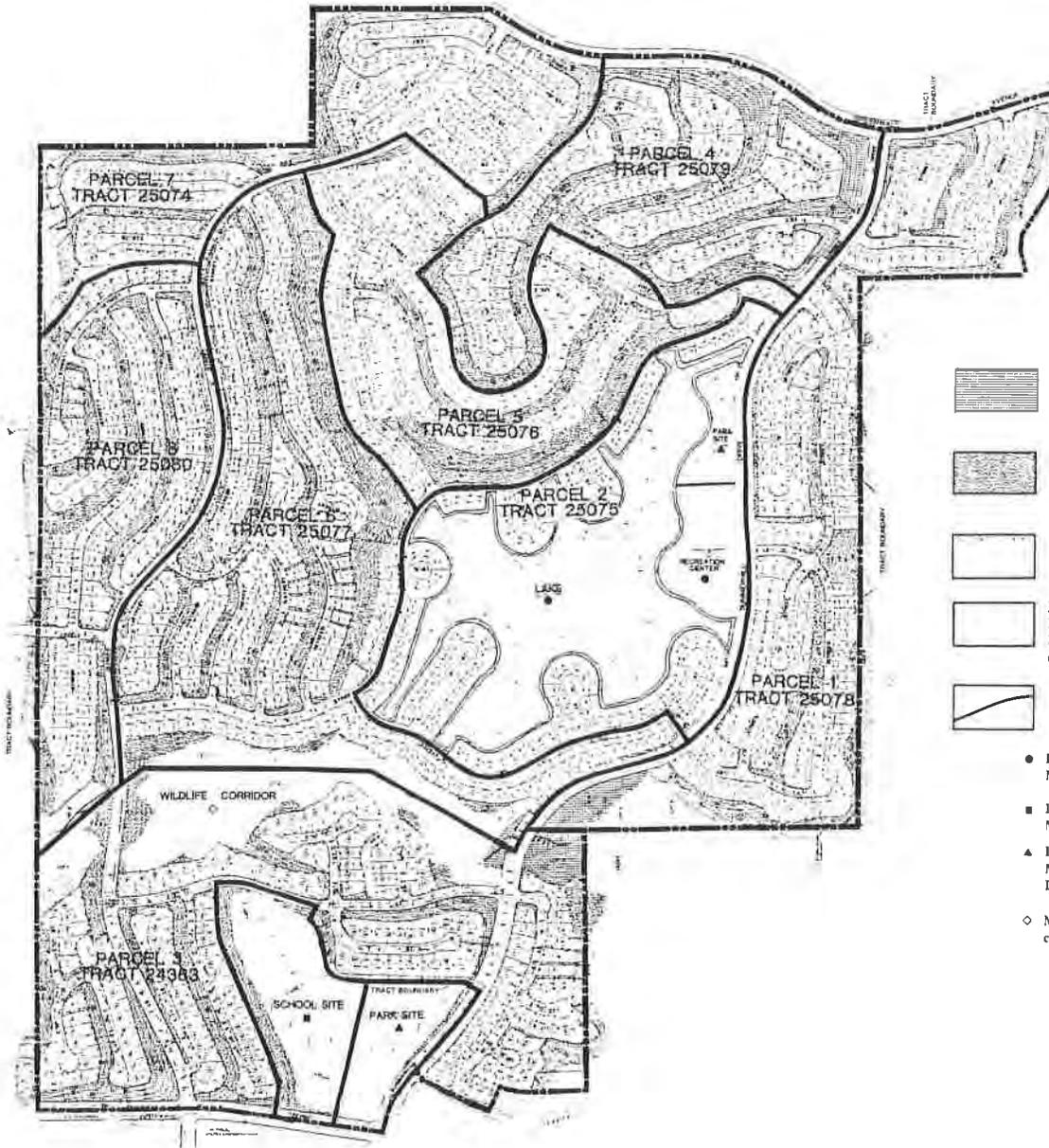


SOURCE:



MAINTENANCE RESPONSIBILITY PLAN & PHASING PLAN

NORTHERN SECTION



Legend for Maintenance Responsibility Plan

-  **Primary Slope Areas:**
Installed by Individual Developer
Maintained by Landscape Maintenance District or Homeowners Association
-  **Secondary Slope Areas:**
Installed by Individual Developer
Maintained by Landscape Maintenance District or Homeowners Association
-  **Private Slope Areas:**
Installed by Individual Developer
Maintained by Private Homeowner
-  **Fuel Modification Zone:**
Installed by Individual Developer
Maintained by Landscape Maintenance District or Homeowners Association
-  **Planning Unit Boundaries**
-  Installed by Master Developer
Maintained by Homeowner's Association
-  Installed by Lake Elsinore School District
Maintained by LESD
-  Installed by Master Developer
Maintained by City Landscape Maintenance District (CLMD)
-  Maintained by CLMD or Homeowner's Association

SOURCE: KEITH FRENCH GROUP

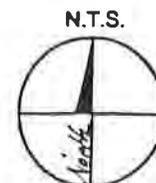
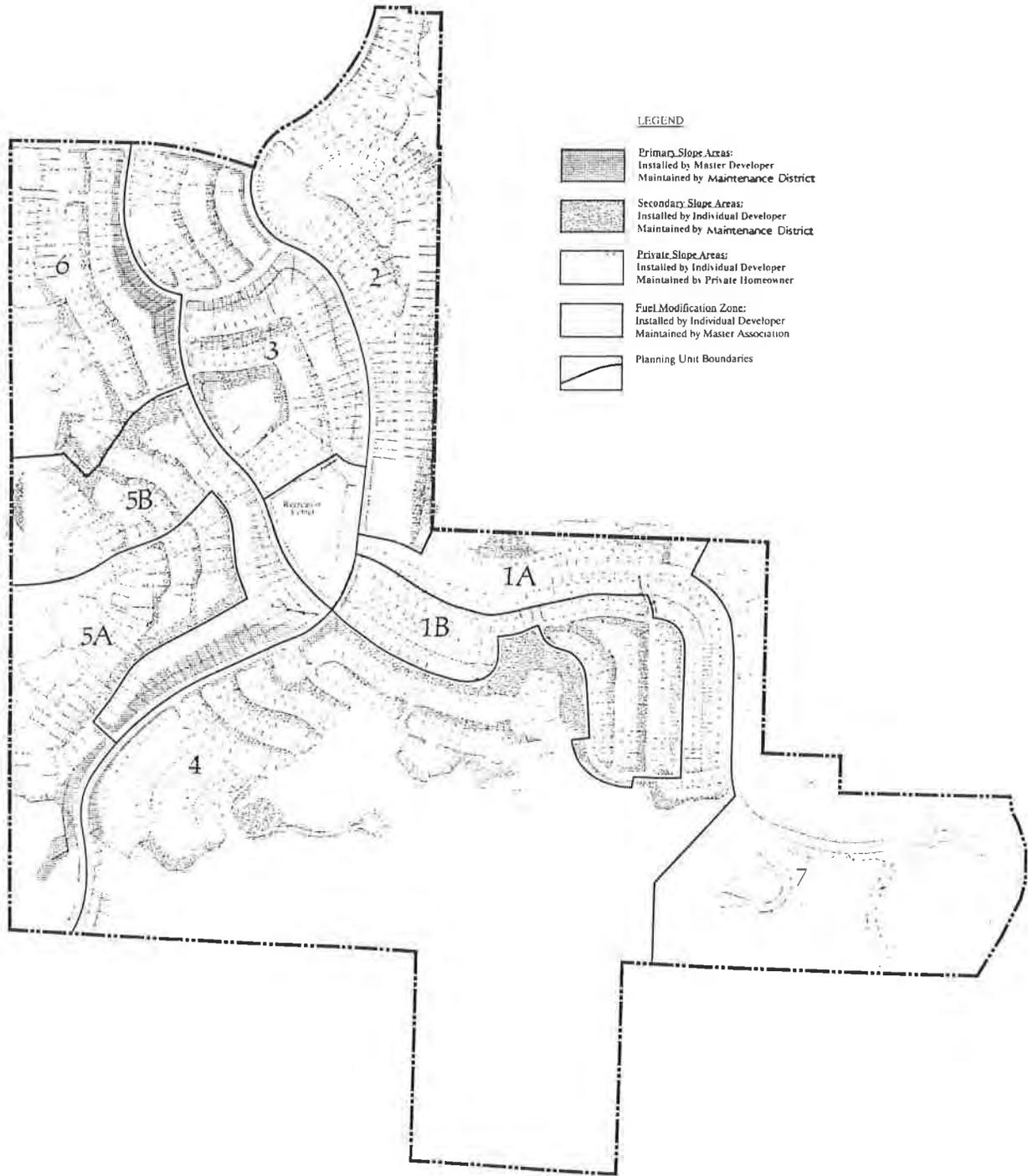


EXHIBIT 35

Hunsaker
Associates
INC.
PLANNING • ENGINEERING • SURVEYING
Three Hoppers • Irvine, CA 92718
Office: Los Angeles • Fresno • Lancaster
(714) 975-1000

MAINTENANCE RESPONSIBILITY PLAN & PHASING PLAN

SOUTHERN SECTION



SOURCE: KEITH FRENCH GROUP

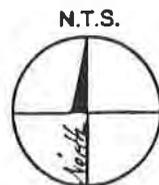
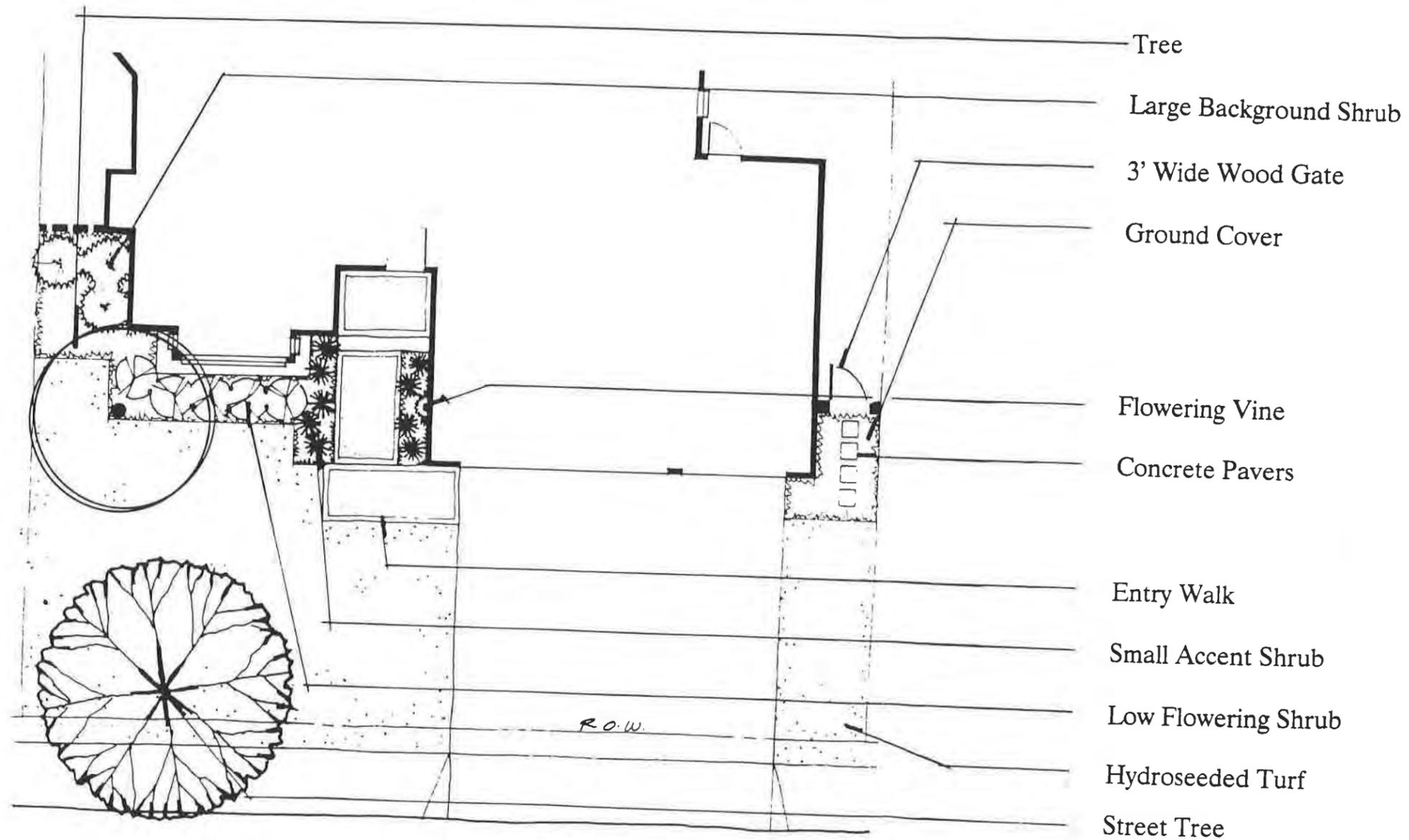


EXHIBIT 36

**Hunsaker
& Associates**
INC.
PLANNING • CIVIL ENGINEERING • SURVEYING
3000 Franklin Street, Suite 200, San Francisco, CA 94115
415.774.1100 • Fax: 415.774.1101

Typical Front Yard Landscaping



SOURCE: KEITH FRENCH GROUP

EXHIBIT 37
No Scale

Site Planning Guidelines

Hillside areas predominate much of the Tuscany Hills site. The development is intended not only to preserve open space areas, but to complement existing topography to minimize hillside grading. Residential areas are intended to be high quality, well designed environments with high appeal to homeowners. The following guidelines shall apply to residential development in Tuscany Hills.

1. Curvilinear street layouts shall be encouraged to enhance streetscape. Long runs of straight local streets and 90 degree bends should be avoided.
2. The use of geometric "grid" layout should be discouraged.
3. Where possible in hillside areas, units should be clustered to preserve rock outcroppings and views and to minimize hillside grading.
4. A variety of lot configurations and sizes should be utilized to accommodate various product types and create project interest.
5. Views to open space areas and project amenities should be encouraged.

Architectural Guidelines

The following guidelines and standards set forth the basic architectural character and design theme of Tuscany Hills. These guidelines have been developed in order to achieve a high level of appearance, assure product compatibility, direct character and form and to establish the community's design criteria for use by builders and architects.

Residential Architecture

Each neighborhood in Tuscany Hills should have a distinctive architectural product type and/or style associated with it while keeping within the Tuscany community theme. Nearly identical homes lining streets with neither variation in building placement or form shall be discouraged. Possible architectural product types and/or styles are illustrated on Exhibits 38 and 39, and major components of the Tuscany Hills residential architectural guidelines are discussed below.

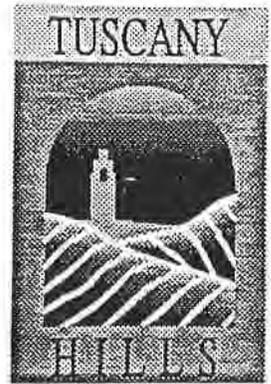
1. Building Massing and Scale

The architectural image of Tuscany Hills will be perceived primarily from public spaces such as streets, open spaces, and parks. Therefore, building massing, scale and roof forms, as primary design components, require careful articulation in their architectural expression to these public spaces.

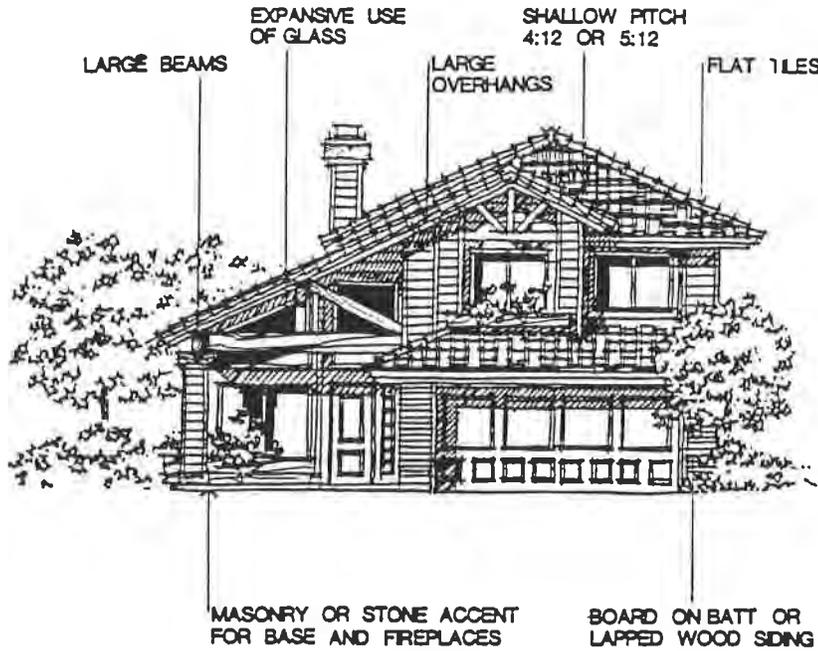
Appropriate:

- o Articulation of wall planes
- o Projections and recesses to provide shadow and depth
- o Maintain varied and low profiles at property boundaries
- o Incorporate one and two story elevations conveying sense of human scale

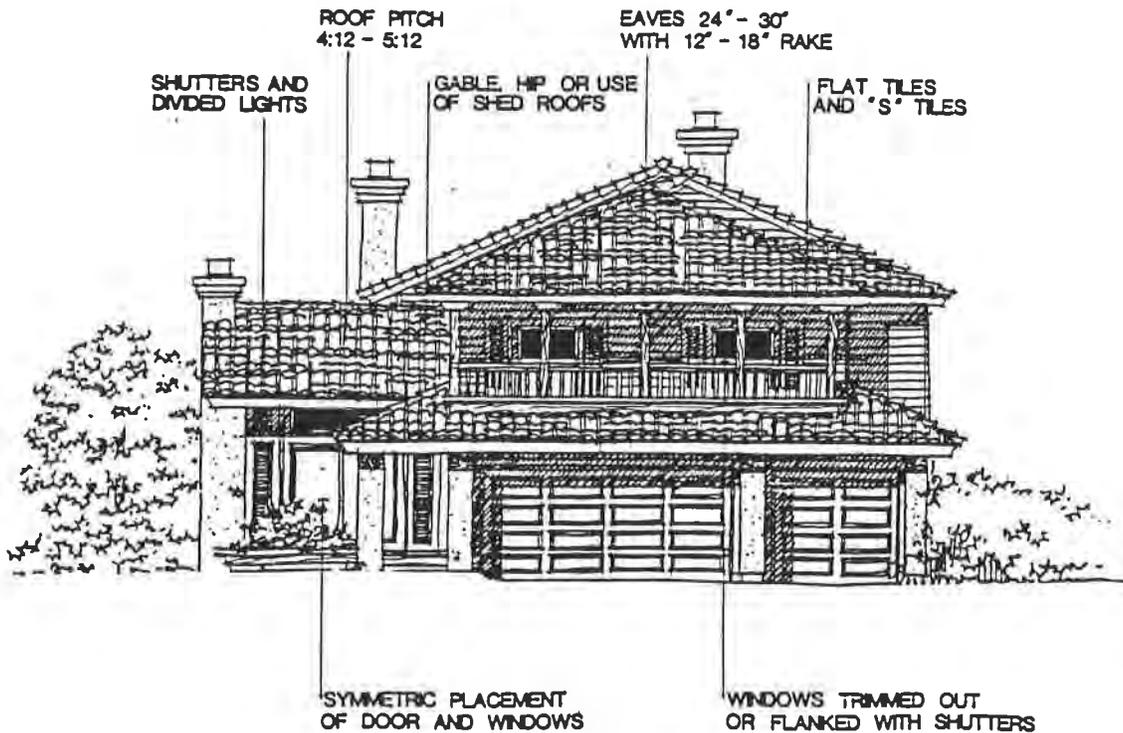
ARCHITECTURE ELEVATIONS



California Ranch



Monterey Style



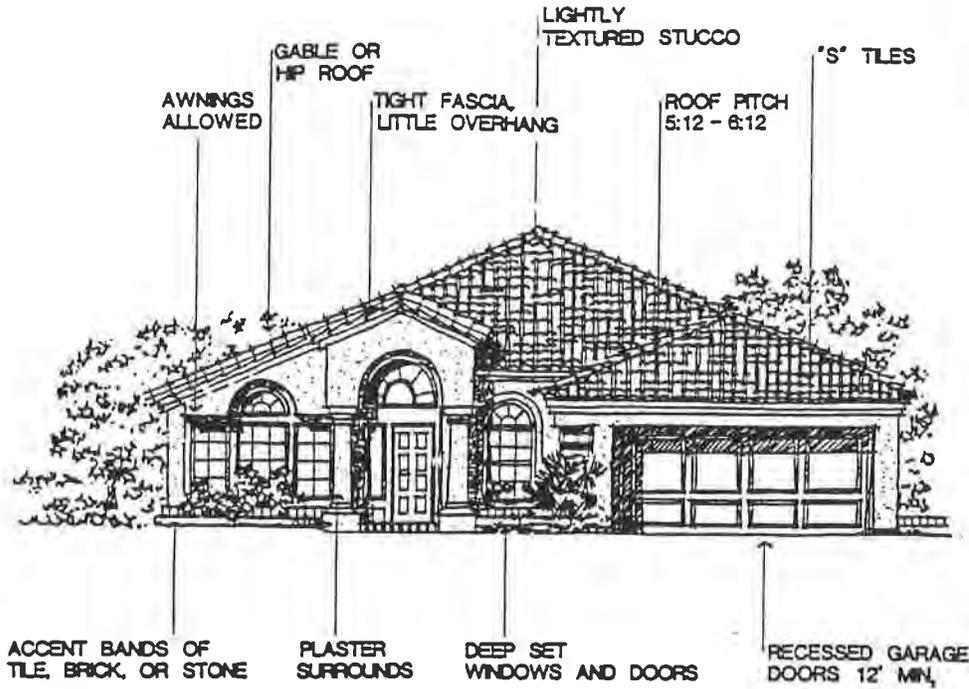
SOURCE:



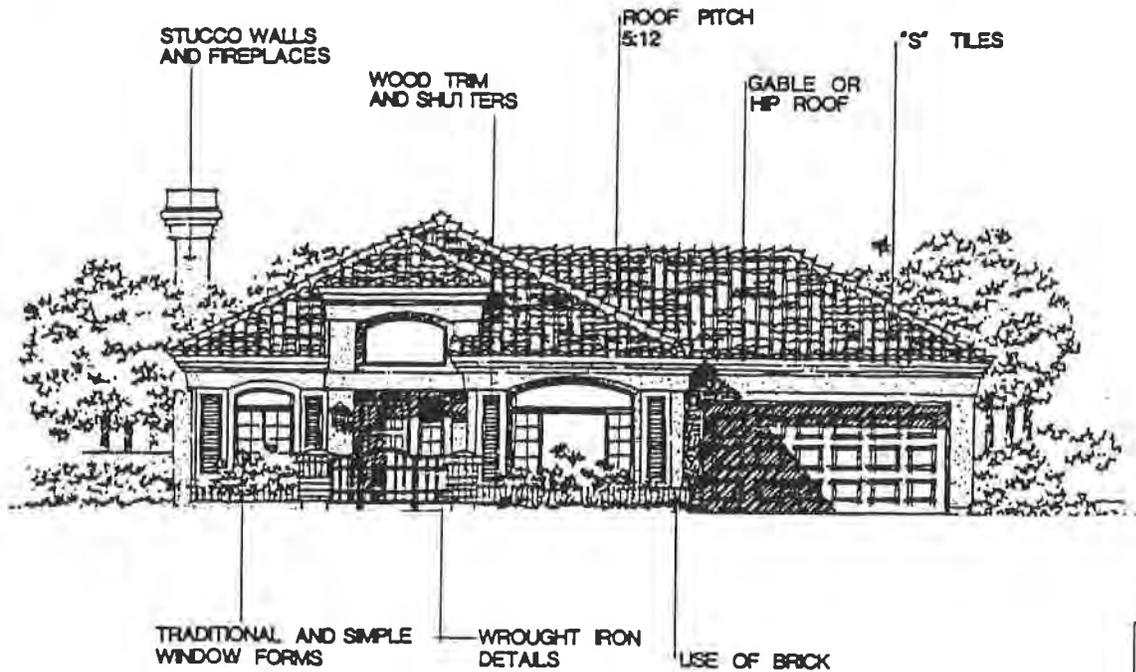
ARCHITECTURE ELEVATIONS



Mediterranean Contemporary



Mediterranean Country



SOURCE:



2. Roof Pitches and Materials

Simple pitched gable, hip, or shed roof forms shall be the predominant roof elements in Tuscany Hills. All pitched roof materials shall be clay or concrete tile, tone metal or copper, as approved by the City to ensure a continuity of textures and colors.

Appropriate:

- o Simple pitched gable, hip, or shed roof forms
- o Cornice banding for detail
- o Combining one and two story elements
- o Creating jogs in ridge line

3. Materials and Colors

Exterior building materials shall be of natural materials which are compatible with and reflect the elements of the surrounding natural environment. This includes wood, masonry, adobe, concrete, and plaster or stucco.

Color is intended as a primary theme element reflecting the indigenous elements of the natural environment. The values should generally be light, with darker or lighter accents encouraged to highlight the character of the structure.

Prohibited materials include vinyl or aluminum siding and dark earthtone colors.

4. Windows and Doors

Recessed door, window and wall openings are characteristic elements of the intended architectural style of Tuscany Hills.

Appropriate:

- o Relative symmetric placement of door and windows
- o Large windows with divided lights
- o Windows trimmed out or flanked with shutters

5. Garages

Garages are a major visual element in single family housing. Ornamentation is encouraged as it relates to the architecture and provides visual variety along the streetscape.

Appropriate:

- o Staggered setbacks and placements
- o Visual design treatments including color accents and moldings

6. Further Design Considerations

Appropriate:

- o The use of balconies and porches
- o Columns and archways incorporated as a structural or aesthetic design element
- o Chimneys of simple design, having same material and color as the building
- o Private walls and fences are encouraged to provide security and privacy
- o Mechanical equipment must be screened from public view

Commercial Design Criteria

Retail structures permitted in overlay zones are intended to be complementary to the residential development in the community. The design should relate to the historical roots of Tuscany elements, including formal order, symmetry, classical vocabulary (domes, arches), towers, integration of automobile, and direct relationship to the sidewalk is encouraged. Adequate landscaping to soften building masses and parking areas should also be provided.

Appropriate:

- o Smooth stucco, plaster or masonry walls
- o Regular, even panels of smooth stone veneer of a light color
- o Combination of flat and sloped roof surfaces of clay or concrete tile, slate, copper
- o Light, natural colors

Community Walls and Fences

Community walls and fences consist of elements that will face public streets or view corridors or that will be constructed in relation to public facilities or use. Community walls and fences serve as a unifying element along street corridors and link community project and neighborhood arrival. The overall wall and fencing plan for Tuscany Hills was illustrated in previous Exhibit 17.

Five types of walls/fences are proposed and Exhibit 40 illustrates four of the proposed product types and their associated materials, which are discussed below:

1. Theme Wall - This wall is used exclusively along the major circulation route through the project, Summerhill Drive.
2. Secondary Stucco Wall - This type of wall is essentially the same as the theme wall, but does not incorporate the use of stone. This wall shall be utilized in all other areas of the project where a solid wall is required.

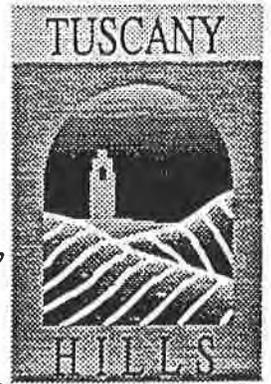
3. View Fence - In order to maintain views, this type of fence will generally be utilized where the elevational difference is greater or equal to 15 feet within or on the boundary of individual lots. The fence could be made of glass acrylic panels for noise reduction or wrought iron. This view fence will also occur at perimeter of development areas adjacent to open space and fuel modification zones.
4. Wood Fence and Stucco Pilaster - Wooden fencing may occur on property lines between units only. Fencing will be stained with a natural transparent coat.

Signage Program

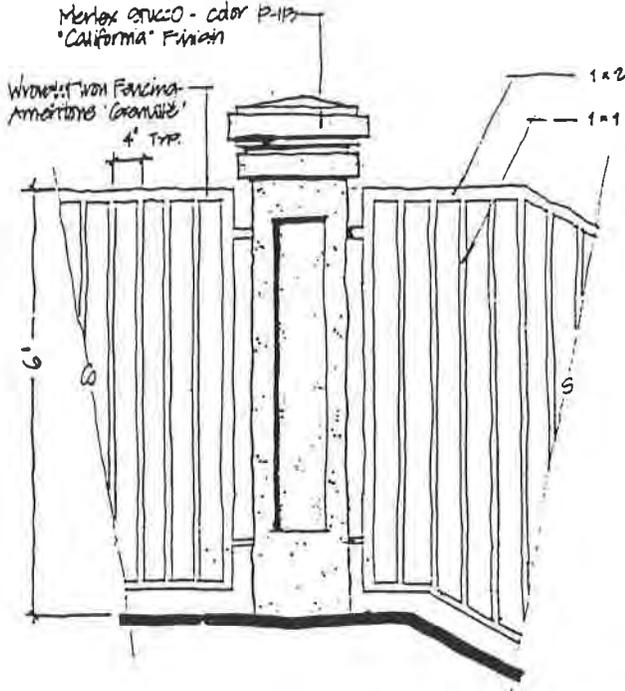
The signage program previously identified in Exhibit 18 for Tuscan Hills consists of temporary and permanent elements to assist visitors in locating model complexes and identifying key facilities of Tuscan Hills. In accordance with the Development Standards contained herein, flags, use signs and ladder signs are of a temporary nature only and will be removed upon project completion.

The locations of entry monument signs are shown in Exhibit 17. These signs are permanent facilities. Exhibits 22 and 23 show primary, secondary and tertiary project entry monumentation. Exhibits 24 through 29 provide illustrations of typical monument signage.

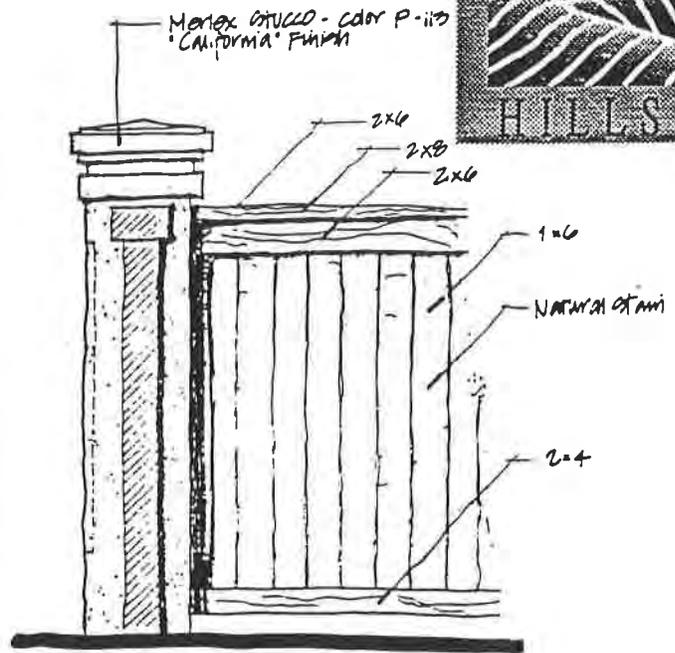
WALL & FENCE ELEVATIONS



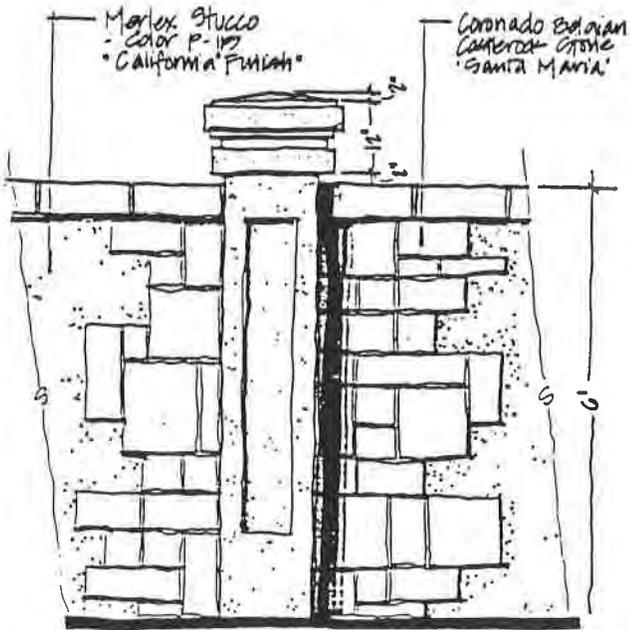
View Fence



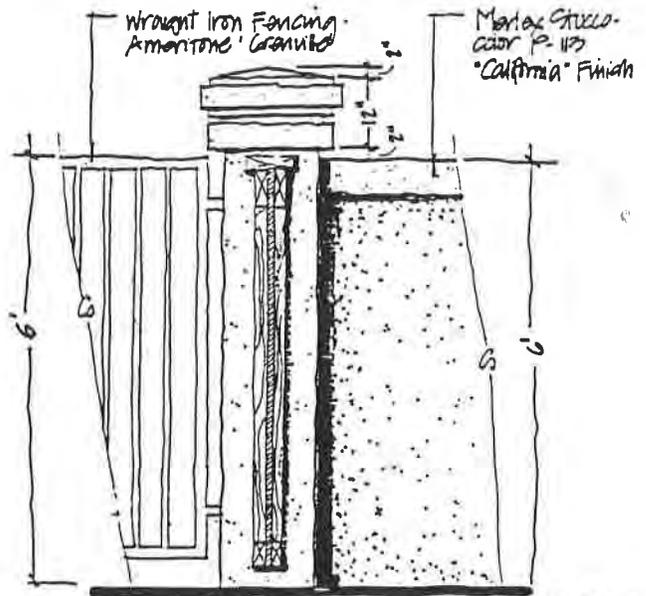
Wood Fence



Theme Wall



Secondary Stucco Wall



SOURCE:

BASSENIAN
LACONI
 ARCHITECTURE AND LANDSCAPE ARCHITECTURE
 1000 S. GARDEN ST., SUITE 100
 ANAHEIM, CALIFORNIA 92805
 TELEPHONE: (714) 771-1111

X. Implementation

X. IMPLEMENTATION

As previously stated, the Tuscany Hills project Development Agreement has been approved by the City of Lake Elsinore. In addition, the southern half of the project has been approved via TTM 17413, Revision #4. The purpose of this document is to bring together the planning studies and agreements that have occurred to date.

However, several processes and procedures must be accomplished in order to implement the development plan contained within the Tuscany Hills Specific Plan. It must be established that the Specific Plan is consistent with all State and local requirements before it may be approved by City Council. Following its approval, several steps must be completed at the regional and state levels before actual development may commence. These steps and procedures are described in detail below.

Consistency

State Planning and Zoning Law

Section 65450 of the Government Code of the State of California (known as the State Planning and Zoning Act) gives authority for the preparation of specific plans. Section 65450 states: "The planning agency may, or if so directed by the legislative body, prepare specific plans based on the general plan and drafts of such regulations, programs, and legislation as may in its judgement be required for the systematic execution of the general plan and the planning agency may recommend such plans and measures to the legislative body for adoption." Article 8 through 10 of Chapter 3 of this law defines the scope, procedures for adoption and administration of specific plans and regulations. This Specific Plan has been prepared in accordance with these provisions of the State Planning and Zoning Act.

California Environmental Quality Act

The California Environmental Quality Act of 1970 (CEQA) was enacted in response to increasing public concern over the environment. In a 1972 landmark case, Friends of Mammoth et al. vs. Board of Supervisors Mono County et al., the California Supreme Court ruled that Environmental Impact Reports must be prepared for both public and private projects having a significant effect on the environment. Environmental Impact Reports must be prepared for all specific plans. Focused EIRs or Negative Declarations may be adequate for lesser projects or for component projects which are part of a Master EIR.

An EIR was prepared for the project in 1979. Subsequently, an EIS was prepared for the project in 1982. In order to ensure that environmental issues discussed in these two documents, accurately and completely reflect current conditions associated with Tuscany Hills, an addendum to the previous environmental documents has been prepared and is contained in Appendix A.

City of Lake Elsinore General Plan

Section 65300 requires cities to adopt a comprehensive long-term general plan for the physical development of the City, and any land outside of its boundaries which in the planning agency's judgement bears relation to its planning. The City of Lake Elsinore adopted its General Plan in December 1982 (Resolution No. 82-83). The plan projects the development of the community to the year 1992. The project is consistent with the current general plan, as the site land use designation is Specific Plan.

- 4) Mitigation measures for environmental impacts shall be reviewed during the tentative map/site plan review stage. The tentative map shall be conditioned as necessary to mitigate any remaining impacts at the construction stages.

Approval of the final Specific Plan for the project shall be accomplished by Ordinance.

Specific Plan

This Specific Plan shall be processed in accordance with the provisions of Chapter 17.99 (SPD) Specific Plan District, of the City of Lake Elsinore Zoning Code. This chapter provides for the processing of Nonconditional Specific Plans which allows for the approval of the Specific Plan document and zoning on the project site concurrently. As part of the process, the City Council establishes the development intensity for land uses within the project.

Specific Plan Modifications/Amendments

Minor modification to the approved Tuscany Hills Specific Plan will be allowed at the discretion of the Community Development Director. Any modifications to the Specific Plan must be consistent with the purpose and intent of the originally approved Specific Plan document. Appeals of the Community Development Director's decision shall be made to the Planning Commission. The Planning Commission shall act on appeal within thirty (30) days. All modifications or amendments to the approved Specific Plan, other than such minor changes, shall be processed as a Specific Plan amendment and are subject to all specific plan procedures.

The following modifications constitute minor changes to the approved Specific Plan:

- 1) Transfer of Units: The maximum number of dwelling units in a residential area may be exceeded by up to 15% of the maximum, as long as an equal number or greater of excess units is available from a previously approved residential area which did not accomplish the maximum number expressed in that area to achieve an overall balance.
- 2) Roadways: Minor changes in roadway alignments and street sections are allowed, provided such changes are consistent with the streetscape concept for roads, and are subject to approval of the City Engineer and Community Development Director.
- 3) Phasing Program: The phasing program may be modified, provided the objectives of the program continue to be met, and provided that all infrastructure including, but not limited to roads, sewer facilities, water supply, and drainage facilities is available to serve proposed development. Any deviations from the Phasing Plan shall be subject to the approval of the Community Development Director, and if deemed to be a significant change, the Planning Commission.

The following are administrative standards that apply to the implementation of future development applications (i.e., plot plans, tract maps, or parcel maps) for the Tuscany Hills Specific Plan:

- 1) Future tentative, or parcel maps and site plan review packages must be in substantial conformance with the development standards and design guidelines of the Tuscany Hills Specific Plan.
- 2) Final subdivision or parcel maps shall be in substantial conformance with the approved tentative or parcel map as well as the approved site plan package.
- 3) Building permits for dwelling units shall be issued when a final subdivision map has been recorded. Permits may be issued for model units prior to the final map recordation subject to the requirements of the City.

XI. Project Financing

XI. PROJECT FINANCING

The funding techniques to finance the public improvements and public services incident to the development of Tuscany Hills are summarized as follows:

1. Assessment District

Homestead Land Development Corporation has heretofore constructed certain improvements to be acquired by the City generally described as follows:

Acquisition of Summerhill Bridge: street, storm drain and sanitary sewer improvements; relocation of water mains; and appurtenances and appurtenant work together with incidental expenses in connection with the foregoing.

The bridge links Tuscany Hills with the property to the south. In order to pay for the cost of constructing and acquiring the improvements, the City has undertaken and completed proceedings for the formation of Assessment District No. 89-1, pursuant to the Municipal Improvement Act of 1913 (Division 12 of the Streets and Highways Code), and issuance of bonds representing unpaid assessments, pursuant to the Improvement Bond Act of 1915 (Division 10 of the Streets and Highways Code).

2. Community Facilities District (Public Improvements and Services)

Under the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5, Part I, Division 2, Title 5 of the Government Code), proceedings will be undertaken for the formation of two (2) or more community facilities districts to encompass the lands within Tuscany Hills (The "CFD"). Within each CFD, a special tax and issuance of bonds will be authorized. The special tax will be levied annually to pay for the cost of public services; to pay principal of and interest on bonds issued to finance public improvements; and to pay for incidental and administrative expenses in connection with the foregoing. The public services and improvements are generally described as follows:

Police, fire protection, maintenance of parks, parkways and storm drains together with incidental and administrative expenses in connection therewith.

Construction and acquisition of improvements for streets, sidewalks, curbs and gutters; street signs and traffic signals; street lights; water and sewer; storm drains; retaining walls and slope protection; acquisition of easements, rights-of-way and fee title to land; and incidental and administrative expenses in connection therewith.

In order to accommodate development, the CFDs shall be formed and bonds attributable thereto shall be issued as a condition to each phase of development.

3. Landscaping and Lighting District

Under the Landscaping and Lighting Act of 1972 (Part 2, Division 15 of the Streets and Highways Code), proceedings will be undertaken for the formation of two (2) or more Landscaping and Lighting Districts to encompass the lands within Tuscan Hills (the "LLD"). Within each LLD, a special assessment will be authorized to be levied annually to pay for the costs generally described as follows:

Maintenance and servicing of street lighting, landscaped areas and other improvements authorized in the proceedings for formation of the LLD, including acquisition of land for park, recreational and open space purposes, together with incidental and administrative expenses in connection therewith.

In order to accommodate development, the LLDs shall be formed as a condition to each phase of development.

XII. Project Phasing

XII. PROJECT PHASING

Tuscany Hills will be a master planned community phased over an approximate six year period. Homestead Land Development Corporation is committed to building a significant portion of the units approved. However, in order to satisfy the tremendous financial commitment to infrastructure, it is necessary to provide a multitude of differing product types to increase market absorption and reduce the capitalization of interest carry.

For these reasons, the development program is to sell planning units of approximately 200 lots to builders who have developed a reputation for quality construction, while still exerting architectural control to assure compliance with thematic and construction quality guidelines.

The project is anticipated to develop in several tentative tract maps and four major phases. Phases 1 and 2 are the two phases of approved Tentative Tract Map 17413, and Phases 3 and 4 are the northern portion.

The phasing program for the Tuscany Hills Specific Plan is based on the following objectives:

1. Provide for an orderly build-out of the community based on current market trends
2. Insure adequate public facilities and services concurrent with private development
3. Provide a range of housing opportunities at a variety of densities as the community develops
4. Protect the public health, safety, and general welfare

Residential development is primarily a function of current market conditions. The timing of development can only be estimated, however, a general phasing program can be projected. Anticipated buildout of the project is expected to be approximately six years as illustrated by Table 9. Exhibits 41 and 42 provide development phasing plans and phasing plans for backbone infrastructure.

The phasing program for residential and commercial uses in Tuscany Hills consider the following factors:

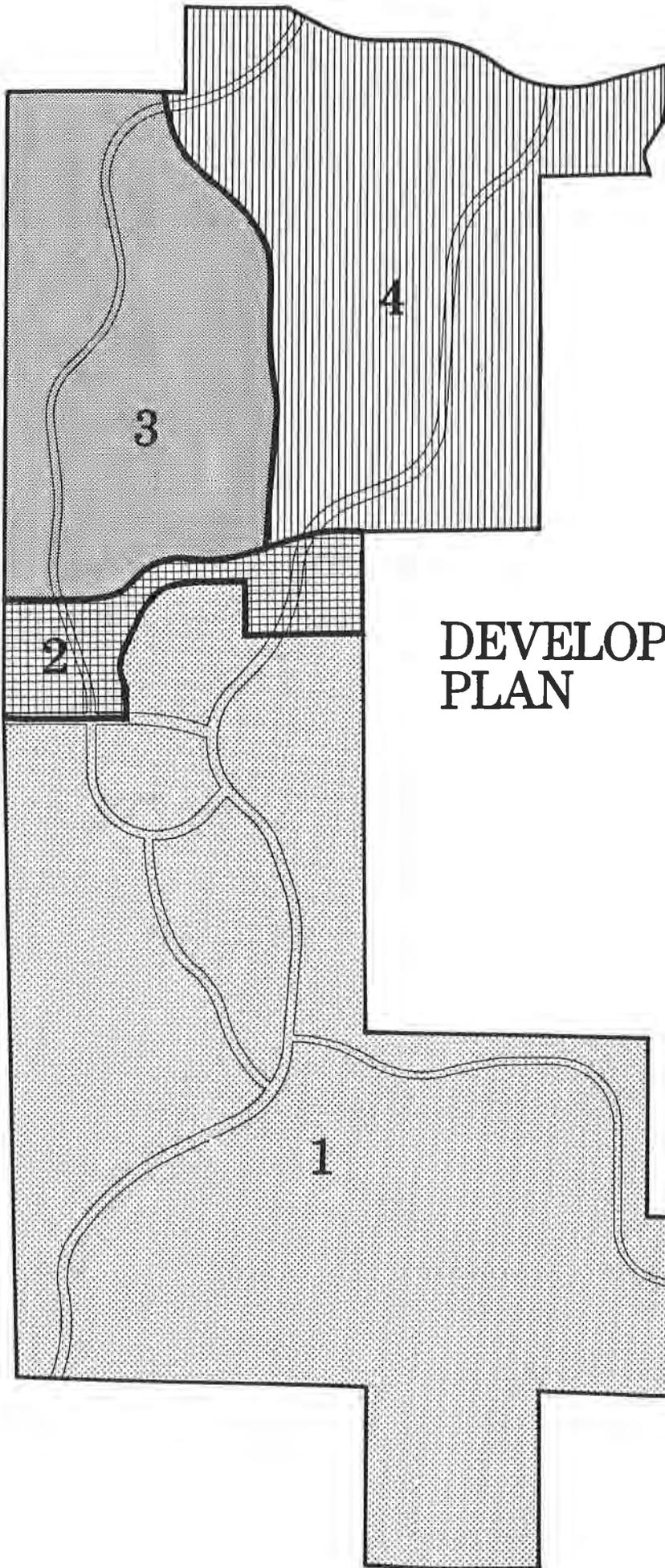
1. Phasing of grading and balancing of cut and fill to the extent practical
2. Adequate access to Specific Plan areas
3. Infrastructure phasing
4. Marketing viability and access
5. Availability of emergency access routes for each phase of development

Phases 1 and 2 (Tract 17413)

Phase 1 consists of approximately 541 units within parcels 1, 4, 5, 7 and 15. The development of these models will start early in 1990, with first occupancy by May 1990. Included within the total amount of Phase 1, approximately 24 estate custom lots will be built.

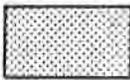
TABLE 9
Project Phasing

<u>Planning Unit/Year</u>	<u>1990</u>	<u>1991</u>	<u>1992</u>	<u>1993</u>	<u>1994</u>	<u>Total</u>
PM23910-1	100	107				207
PM23910-2	100	93				135
PM23910-3	50	69				122
PM23910-4	100					152
PM23910-5	50					78
PM23910-6		77				77
PM23910-7	4	4	6	6	4	24
PM25005-1		81	100			181
PM25005-2				100	25	125
PM25005-3		65	100			165
PM25005-4		32	70			102
PM25005-5			100	41		141
PM25005-6			75	100		157
PM25005-7			51	80		131
PM25005-8			105			105
PM23910-15	<u>50</u>	<u>30</u>	—	—	—	<u>80</u>
Total	454	502	588	427	29	2000



DEVELOPMENT PHASING PLAN

LEGEND

-  PHASE 1
-  PHASE 2
-  PHASE 3
-  PHASE 4

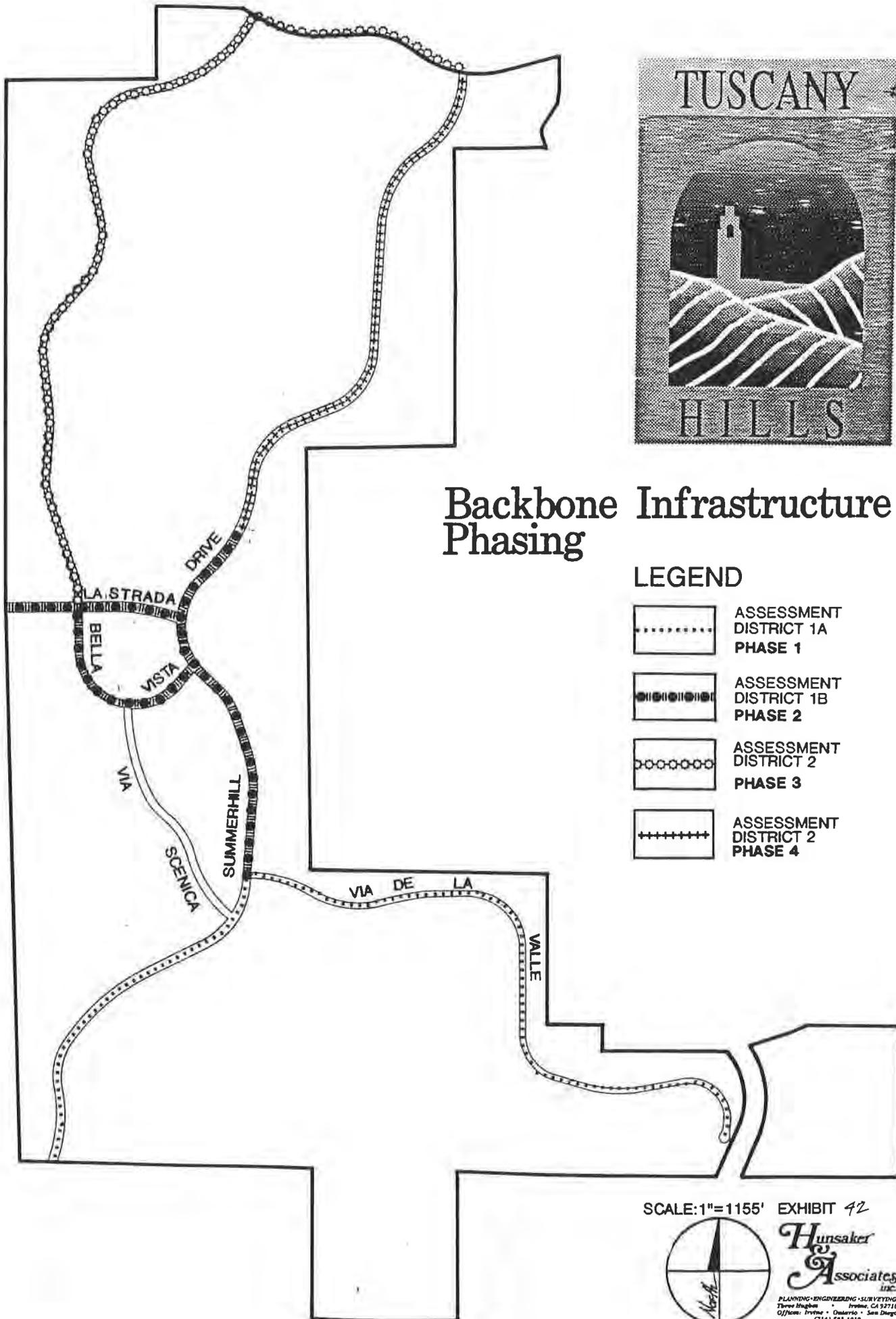
SCALE: 1"=1155' EXHIBIT 41



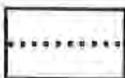
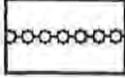
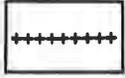
Hunsaker & Associates
 INC.
 PLANNING • ENGINEERING • SURVEYING
 Three Hedges Irvine, CA 92718
 Offices: Irvine • Ontario • San Diego
 (714) 583-1010



Backbone Infrastructure Phasing



LEGEND

- 
 ASSESSMENT DISTRICT 1A
 PHASE 1
- 
 ASSESSMENT DISTRICT 1B
 PHASE 2
- 
 ASSESSMENT DISTRICT 2
 PHASE 3
- 
 ASSESSMENT DISTRICT 2
 PHASE 4

SCALE: 1"=1155' EXHIBIT 42



Hunsaker & Associates
 inc.
 PLANNING • ENGINEERING • SURVEYING
 Three Embarcadero Irvine, CA 92718
 O'Fallon • Irvine • Olathe • San Diego
 (714) 583-1010

Phase 2 will consist of approximately 498 units within parcels 2, 3, 6 and 8 of Tract 23910. The development of these models will start in December 1989 with first occupancy by July 1990.

Phase 3 and 4 (Northern Portion)

Phase 3 and Phase 4 were submitted as several tentative maps in August 1989. Approval of these tentative maps will allow development to occur by June 1990 and occupancy in early 1991. Phase 3 and 4 consists of approximately 962 units within parcels 8, 9, 10, 11, 12 and 13.

Within the master planned community all necessary infrastructure will be available when necessary to provide a continually balanced community. Additionally, community amenities and features will be implemented concurrent with the development to provide a balance of benefits to the residents and prevent overtaxing existing city amenities and recreational features.

Table 10 outlines the circulation and utility improvements needed in each of the product's four phases. The City of Lake Elsinore has authorized an Assessment District to finance the backbone improvements. Homestead Land Development will be completely responsible for the installation of all infrastructure, community, and backbone facilities.

In addition to the infrastructure improvements discussed in Table 10, an 11-acre elementary school site with an adjacent 5-acre park site will be offered. The school district has requested the pursuit of a joint school/park site regulatory agreement to expedite the construction of the school. The construction of the school would be completed by the School District by September 1990.

A major Homeowners Association Recreation Center will be constructed and available for community residents with the completion of Phase 1. In Phase 2, a public park and a private recreation area adjoining the proposed recreation lake system will be constructed with the major backbone facilities.

Manufactured slope landscaping and fire safety fuel modification zones will be installed prior to the occupancy of adjacent residences. Open space implementation shall be accomplished by tracking the open space dedications of each individual final tract. The total open space area shall be at least 35 percent of the total project area.

TABLE 10
Infrastructure Phasing

<u>Phase</u>	<u>Improvements</u>
Phase 1 (641 units)	<p><u>Circulation</u> Backbone system consists of the major secondary arterial (Summerhill Drive) serving the site from the south being installed to the second local collector intersection adjacent to the recreational center site. The second collector (66' right-of-way) will also be installed easterly to the San Jacinto River.</p> <p><u>Utilities</u> Water, sewer, and dry utility (electric, telephone, and gas) improvements will follow the basic installation procedure as outlined in circulation above. All offsite extensions or construction requirements will be completed prior to any occupancy. Major pumping and water storage facilities will be constructed with backbone roadway improvements in this stage.</p>
Phase 2 (332 units)	<p><u>Circulation</u> Backbone street systems will include the balance of the arterial and collector system, Summerhill Drive, Bella Vista, Via Scenica, La Strada, and making a temporary emergency connection to Greenwald as an extension to Summerhill Road. The extension of Greenwald shall be in compliance with condition #1 of TTM 17413, Revision #4.</p> <p><u>Utilities</u> Water, sewer and dry utility improvements will follow the basic installation procedure outlined in circulation above. These will include 8 and 12" water mains and 8" sewer lines as indicated by Exhibits 13 and 14. All construction will be completed prior to occupancy.</p>
Phase 3 and 4 (1,038) units	<p><u>Circulation</u> The balance of the residential streets in the northern half will be installed including the extension of Summerhill Drive to Greenwald.</p> <p><u>Utilities</u> Water, sewer and dry utility improvements will follow the basic installation procedure outlined in circulation above. These will include 8 and 12" water mains and 8" sewer lines as indicated by Exhibits 13 and 14. All construction will be completed prior to occupancy.</p>

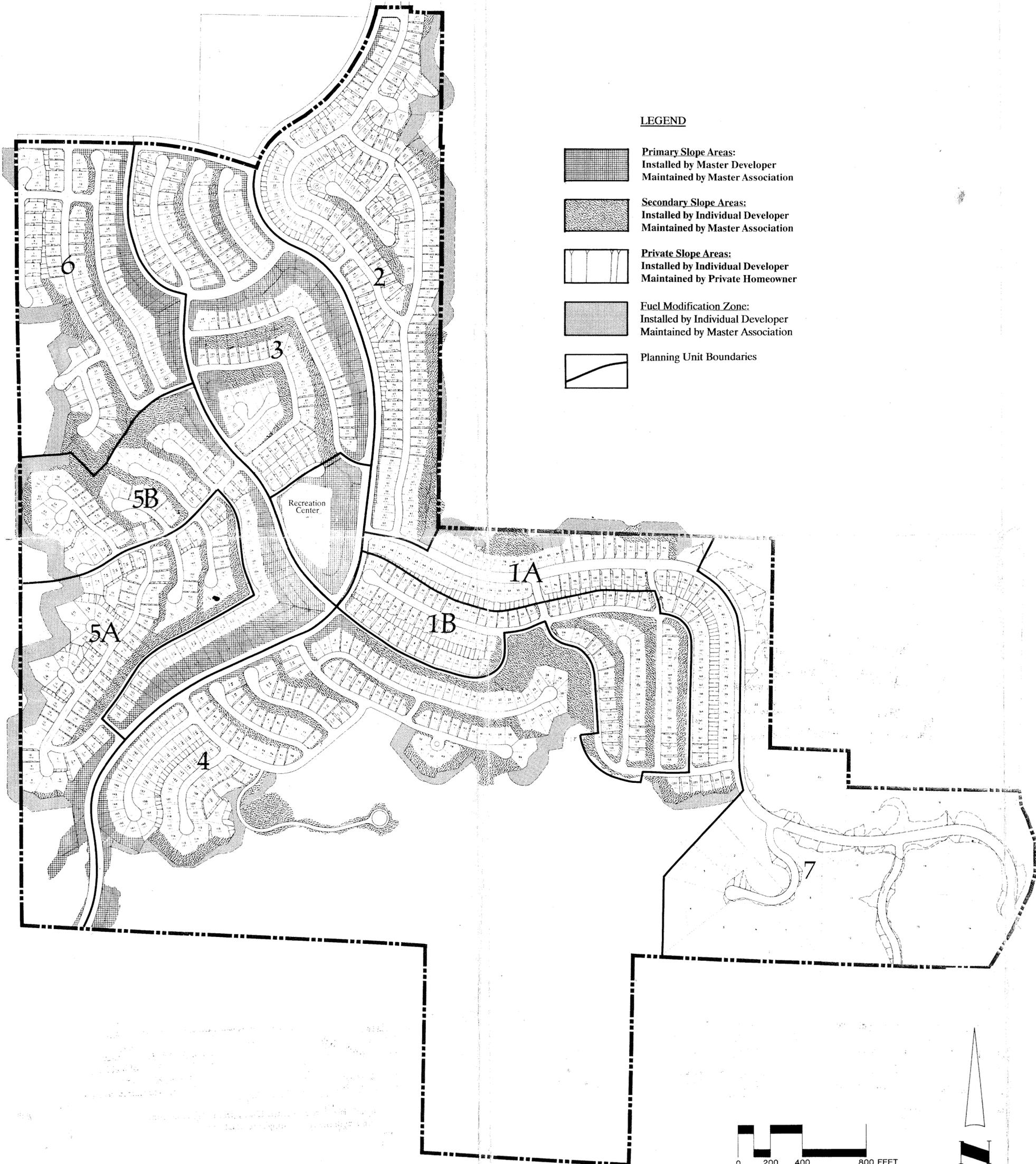
In addition to the infrastructure improvements discussed in Table 10, an 11-acre elementary school site with an adjacent 5-acre park site will be offered. The school district has requested the pursuit of a joint school/park site regulatory agreement to expedite the construction of the school. The construction of the school would be completed by the School District by September 1990.

A major Homeowners Association Recreation Center will be constructed and available for community residents with the completion of Phase 1. In Phase 2, a public park and a private recreation area adjoining the proposed recreation lake system will be constructed with the major backbone facilities.

Manufactured slope landscaping and fire safety fuel modification zones will be installed prior to the occupancy of adjacent residences. Open space implementation shall be accomplished by tracking the open space dedications of each individual final tract. The total open space area shall be at least 35 percent of the total project area.

MAINTENANCE RESPONSIBILITY PLAN & PHASING MAP

TUSCANY HILLS



APPENDICES

APPENDIX A:
DEFINITIONS

DEFINITIONS

For the purpose of carrying out the intent of the Tuscany Hills Specific Plan, words, phrases, and terms shall be deemed to have the meaning ascribed to them as below. Any definitions not provided here shall be as provided in the City of Lake Elsinore Municipal Code.

The word "Council" or "City Council" shall mean the City Council of the City of Lake Elsinore, which is the governing body of the city.

The word "County" shall mean the County of Riverside.

The word "Commission" shall mean the City of Lake Elsinore Planning Commission.

The words "Approved by the Director" or "Director," shall mean the Community Development Director of the City of Lake Elsinore acting in person or through a subordinate to whom the authorize to act has been delegated.

The word "shall" is mandatory; the word "may" is permissive.

The word "State" shall mean the State of California.

The word "permitted" means permitted without the requirement for a discretionary permit but subject to all other applicable regulations.

The words "Zoning Code" or "Code" shall mean the Comprehensive Zoning Code of the City of Lake Elsinore.

Access, Primary: The principal pedestrian walkway system to a dwelling unit.

Access, Secondary: An access other than the primary access.

Accessory structure: A subordinate building located on a building site, the use of which is customarily incidental to that of the main building or to the use of the land.

Accessory use: A use customarily incidental and accessory to the principal use of the land, or to a building or other structure but not necessarily located on the same building site as the principal use.

Basement: A story partly underground and having more than one-half of its height above the ground-level grade.

Building: A structure having a roof supported by columns or walls.

Building height: The vertical distance measured from the ground-level grade to the top of the building directly above that point.

Building line: An imaginary line on a building site specifying the closest point from an ultimate right-of-way or a property line where a main building may be located.

Building site: A parcel or contiguous parcels of land which was established in compliance with the building site requirements of this specific plan.

Building site area: The total area, measured horizontally as a level plane, of the land within the boundaries of a building site not including any street right-of-ways, vehicular easements or other easements that prohibit the surface use of the property except open space landscape or recreational easements; and not including any portion which does not meet applicable district regulations when a building site is divided by such a right-of-way or easement.

Building site coverage: The area of the land within the perimeter of all structures located on the building site, not including the area under unenclosed eaves and unenclosed post-supported overhangs, patios, courts, malls, swimming pools, and off-street parking facilities, divided by the building site area.

Carport: A roofed structure, or a portion of a building, open on one or more sides, primarily for the parking of automobiles.

Cellar: A portion of a building partly or wholly underground and having more than one-half of its height below the ground-level grade. A cellar shall not be considered a story.

Centerline: A line described in the first situation that applies in the following instances:

- a. A section line, half-section line or quarter-section line whenever a mapped highway is plotted on the "Master Plan of Arterial Highways" along a section, half-section or quarter-section line.
- b. A line shown as a centerline on a map entitled "Precise Plan of Highway Alignment," and any amendments thereto.
- c. A line shown as a centerline on a recorded tract map, an approved record of survey map or a parcel map.
- d. A line in the center of the ultimate street right-of-way.

Cluster development: Refers to a residential subdivision consisting of a combination of residential lots and privately owned common recreation and open space areas arranged in accordance with a site plan with adequate provisions for permanent maintenance of the common ownership facilities.

Common area - residential: The area within a residential development that is not occupied by residential buildings and which is owned in common by homeowners in the development, and which is available for common use or enjoyment by all property owners in the development and their invitees (e.g. common parking facilities, recreation areas, landscaped areas, open space areas, and natural areas).

Community facility: A noncommercial use established primarily for the benefit and enjoyment of the population of the community in which it is located.

Community information center: A temporary or permanent structure principally used as an information pavilion and/or temporary real estate sales offices for the sale of homes in Tuscan Hills, including parking and related facilities.

Community service facility: A community service commercial, or nonprofit, noncommercial use established primarily to service the immediate population of the community in which it is located.

Conditional Use Permit: Synonymous with minor design review as discussed in Chapter VIII, Development Standards.

Conservation easement: Synonymous with all open space definitions provided herein.

Conventional subdivision: A subdivision consisting primarily of streets and lots. Commonly owned or special use areas may be included but are secondary and supplementary to the subdivision's design.

Day nursery (including preschool and nursery schools): Any group of buildings, building or portion thereof used primarily for the daytime care of six or more children at any location other than their normal places or residence, excluding any children who normally reside on the premises.

Density: The number of dwelling units per gross acre.

Development: Residential, commercial, industrial, community facility or other construction, including necessary grading, landscaping and parking, together with the land upon which the building or structures are constructed.

Development unit: A portion of a development plan or tentative tract map within which all lots and amenities are constructed or developed at one time or in contiguous interrelated phases as a unit of the overall proposed development.

Driveway: A vehicular passageway for the exclusive use of the occupants of a project or property and their guests. A driveway shall not be considered a street.

Dwelling, single-family: A building containing one dwelling unit per building site.

Dwelling unit: One or more rooms in a structure, including a kitchen, designed for occupancy by one family for living and sleeping purposes, and including factory built and mobilehomes when such mobilehome bears an insignia of approval issued by the California Department of Housing and Community Development or a housing seal number from the Federal Department of Housing and Urban Development (HUD).

Easement: A recorded right of interest in the land of another, which entitles the holder thereof to some use, privilege or benefit out of or over said land.

Exterior property line: A property line abutting a public or private street.

Family: One person, with or without resident domestic employees, occupying one dwelling unit; or two or more people related by blood, marriage or adoption, with or without domestic employees, occupying one dwelling unit; or a group of not more than six unrelated people, with or without domestic employees, occupying one dwelling unit; or a licensed family care home, foster family home, or maternity home, as defined in Title XXII, Sections 30011, 30013, 30015 of the California Administrative Code, serving six or fewer persons, when such care is provided on a twenty-four-hour-per-day basis; or a family day care home, as defined in Title XXII, Section 30019(a) of the California Administrative Code.

Flood, One-hundred-year: The highest level of flooding that has an average frequency of occurrence in the order of one in one hundred years at a designated location, considering regional meteorological and hydrological conditions characteristic of the geographical region involved. This also means that the level of flooding having a one percent probability of occurrence in any year.

Flood plain: The land area adjacent to a watercourse which is subject to overflow of floodwaters.

Floodway: The channel of a stream or other watercourse and that part of the flood plain reasonably required for passage of a flood of given magnitude.

Floor area ratio: The numerical value obtained by dividing the gross floor area of a building or buildings located upon a lot or parcel of land by the total area of such lot or parcel of land.

Garage, private: A building, or a portion of a building, used primarily for the parking of automobiles belonging to the occupants of the property.

Garage, public: A building other than a private garage used for the maintenance or temporary storage of automobiles.

General Plan: Refers to the City of Lake Elsinore General Plan, and elements thereof, as they may pertain to the Tuscany Hills Specific Plan.

Grade, ground level: The average level of the finished ground surface surrounding a building.

Gross area: The entire land area within the boundary of a project, measured to the centerline of any abutting arterial highways.

Gross residential density: The density of a residential project computed by dividing the total number of dwelling units in the project by the gross area of the project.

Interior property line: A property line which does not abut a private or public street.

Joint use of parking: The shared use of off-street parking facilities by more than one type of land use. The same parking spaces are counted to satisfy the off-street parking requirements of more than one land use, e.g. use of the same parking facility to satisfy the off-street parking requirements of a church and an office building.

Kennel: Any property where four or more dogs, or cats, or any combination thereof, over the age of four months, are kept or maintained for any purpose.

Key lot: Any parcel shown on a recorded tract map, record of survey recorded pursuant to an approved division of land, parcel map, lot line adjustment or recorded Certificate of Compliance, having side property line(s) abutting the rear property line(s) of adjacent parcels.

Local agency: An agency for the local performance of governmental or proprietary function within limited boundaries. "Local agency" does not include the state, a city, or a county. "Local agency" does include but is not limited to school districts, sanitary and sanitation districts, and water districts.

Lot: Any parcel shown on a recorded tract map, a record of survey recorded pursuant to an approved vision of land, lot line adjustments, a parcel map, or recorded Certificate of Compliance. A lot is not necessarily a building site.

Lot Coverage: The area of the land within the perimeter of all structures located on the building site, not including the area under unenclosed eaves and unenclosed post-supported overhangs, patios, courts, malls, swimming pools, and off-street parking facilities, divided by the building site area.

Main building(s): The building(s) containing the main or principal use(s) of the premises, or occupied for the purpose of operating or administering the main or principal use(s).

Manufactured Open Space: Any manufactured parcel of land or water which provides a recreational and/or scenic amenity to the community. This shall include major manufactured slopes when adjacent to natural open space.

Master Plan of Arterial Highways: A component of the Circulation Element of the Riverside County General Plan designating adopted and proposed routes for all commuter, secondary, primary, and major highways and transportation corridors within the County of Riverside.

Minimum Lot Area: The minimum square feet of land area for each lot.

Net residential area: The area of land remaining in a project, measured in acres or square feet, after deduction of the area contained in streets (both public and private), schools, public parks, flood control works and any other use, easement or encumbrance which prevents the surface use of the property for a building site or construction of structures.

Nonconforming structure: A lawfully established building or structure that does not conform to the regulations of this code for the district in which it is located, either at the effective date of this code or as a result of subsequent amendments to this code.

Open space (Natural): Any parcel or area of land or water which is essentially unimproved and devoted to the preservation of plant and animal life, providing scenic and aesthetic values and an area which serves as links between major recreation and open space preservation areas.

Open space, usable: See Usable open space.

Open space transitional: Areas free and clear of urban development.

Outdoor advertising structure and sign: A sign placed for the purpose of advertising products or services that are not produced, stored or sold on the property upon which the sign is located.

Panhandle lot: A building site wherein the only vehicular access to the site is by way of a corridor or vehicular access way which serves no other property, is less than forty feet wide and is more than forty feet long.

Parking area, private: An area, other than a street, designed or used primarily for the parking of private vehicles and not open to general public use.

Parking area, public: An area, other than a private parking area or private street, used for the parking of vehicles and available for general public use, either free or for remuneration.

Parking area, restricted: An area used for parking vehicles on a semi-permanent basis and not available to the general public for hourly or day-to-day parking.

Planned development: A residential subdivision wherein residences, common open areas and landscaping, common private recreation facilities, and pedestrian and vehicular access and circulation patterns are arranged as a unified comprehensive plan with an identifiable theme or concept and with adequate provisions for permanent maintenance of the common facilities.

Planning area: An area of land which is depicted on the Tuscany Hills Specific Plan and Statistical Summary.

Project: A land development readily recognizable as a unit, e.g., a residential neighborhood, condominium, apartment, shopping center, office or business park development, recreation lake, golf course or similar land developments.

Preliminary landscaping plan: A plan indicating the general location, size, type of plant materials and ground cover to be located in the yards and other open areas of a development.

Project Net Area: All of the land area included within a plan for a development project excepting those areas designated for public and private streets rights-of-way, schools, parks, and other uses or easements which would preclude the use of the land therein as part of the development project.

Public: Belonging and open to, and enjoyed, controlled, used and maintained by and for, the public generally.

Public agency: The United States, the State of California, the County of Riverside, the City of Lake Elsinore, special districts, and any other governmental entity authorized by law to perform functions for the public or segment thereof.

Recreation areas: Open space areas which offer active and passive recreation and/or scenic attraction of a local and regional significance.

Residential single-family: Refers to any residential zoning district or residential development wherein each dwelling unit is situated on a residential lot of record and no lot contains more than one dwelling unit. Single-family residential includes either attached or detached single-family dwellings, planned concept subdivision, cluster developments, and may include conventional subdivisions and planned developments.

Riding and hiking trails: Any trail or walkway designed for and used by equestrians or pedestrians.

Right-of-way: An area or strip of land either public or private, on which an irrevocable right of passage has been recorded for the use of vehicles or pedestrians or both.

Sales Office: Real estate office which is used for sales leasing and information.

Setback area: The area between the building line and the property line, or when abutting a street, the ultimate right-of-way line.

Setback distance: The distance between the building line and the property line, or when abutting a street, the back of curb where noted (Exhibit 18).

Sign: Any device used for visual communication or attraction, including any announcement, declaration, demonstration, display, illustration, insignia, vehicle or symbol used to advertise or promote the interests of any person, together with all parts, materials, frame and background.

Site development permit: A plan showing the details of building locations, structures, parking, vehicular access, landscaping and architectural design for a project or building site. This definition is synonymous with minor design review as discussed in Chapter VIII, Development Standards.

Story: That portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface or the topmost floor and the ceiling or roof above.

Street: A public or private vehicular right-of-way other than an alley or driveway, including both local streets and arterial highways.

Street opening: A curb break, or a means, place or way provided for vehicular access between a street and abutting property.

Structure: Anything constructed or erected requiring a fixed location on the ground or attached to something having a fixed location on the ground except business signs, tennis court fences, and other fences around unenclosed outdoor recreation facilities, landscape facilities, and other minor improvements. A mobilehome on a permanent foundation is a structure.

Tot lot: An improved and equipped play area which is intended for children up to seven (7) years of age. Tot lots include facilities as play apparatus, paved areas for wheeled toys, benches, sand areas, small wading pools, and turn area.

Usable open space: Usable open space intended for common use by occupants of a development, either privately owned and maintained or dedicated to a public agency, normally including but not limited to lots, swimming pools, basketball courts, tennis courts, picnic facilities, open landscaped areas including major slopes, and greenbelts with pedestrian walkways and equestrian and bicycle trails. Usable open space areas do not contain the following: buildings and structures (other than accessory to the main use), or impervious surfaces (e.g. public/private streets, common driveways, and off-street parking facilities) devoted to non-recreational uses; surface utility facilities, median strips for roads or parking lots; road embankments; and property not reserved for the sole use and enjoyment of the occupants of the entire development and their guests.

Use: The purpose for which land or a building is occupied, arranged, designed or intended, or for which either land or building is or may be occupied or maintained.

Yard: The open space within a building site that is unoccupied and unobstructed by any structure or portion of a structure from 30 inches above the finished grade upward; except that eaves, fences, walls used as fences, poles, posts and other customary yard ornaments, accessories and furniture may be permitted in any yard subject to the regulations for the district in which it is located.

APPENDIX B:
CONSERVATION AGREEMENT

CONSERVATION AGREEMENT
BY AND BETWEEN
HOMESTEAD LAND DEVELOPMENT CORPORATION,
CITY OF LAKE ELSINORE
AND THE UNITED STATES FISH AND
WILDLIFE SERVICE
REGARDING THE
TUSCANY HILLS DEVELOPMENT
AND THE STEPHENS KANGAROO RAT

TABLE OF CONTENTS

1. Recitals 1

Agreement. 5

2.0 Definitions. 5

3.0 Habitat Protection 7

4.0 Mutual Assurances 10

5.0 Miscellaneous. 13

5.1 Term of Agreement. 13

5.2 Amendments 13

5.3 Enforceability by Homestead 13

5.4 Force Majeure. 14

5.5 Notices. 16

5.6 Captions 17

5.7 Counterparts 17

5.8 Governing Law. 17

5.9 Complete Agreement 17

5.10 Third Party Beneficiaries. 18

5.11 Non-severability 18

List of Exhibits

- A. O'Farrell Report
- B. Biological Opinion
- C. Map of Tuscany Hills Project
- D. Map of Initial Preserve Site (Estelle Mountain)
- E. Map of Lake Mathews/Estelle Mountain Study Area

CONSERVATION AGREEMENT

THIS CONSERVATION AGREEMENT is entered into as of the ____ day of _____, 1989, by and among HOMESTEAD LAND DEVELOPMENT CORPORATION, a California corporation ("Homestead"), the CITY OF LAKE ELSINORE ("City") and the UNITED STATES FISH AND WILDLIFE SERVICE, an agency of the Department of the Interior of the United States of America ("USFWS").

1. RECITALS

This Agreement is based on the following facts and assumptions, intentions and expectations:

1.1 Homestead owns 972 acres within the City of Lake Elsinore in the County of Riverside, on which it intends to develop a project commonly known as Tuscany Hills (the "Project"). Development of the Project will disturb approximately 282 acres of occupied Stephens Kangaroo Rat ("SKR") habitat.

1.2 The USFWS listed the SKR as an endangered species pursuant to the terms of the Endangered Species Act, 16 U.S.C. § 1531 et. seq. ("ESA") effective October 31, 1988.

1.3 On November 15, 1988, the County of Riverside ("County") adopted an "Ordinance. . . Establishing the Riverside County Stephens Kangaroo Rat Habitat Conservation Plan Study Area and Setting Interim Mitigation Fees" ("Interim Fee Ordinance"). The Interim Fee Ordinance (1) designates a "Riverside County Stephens Kangaroo Rat Habitat Conservation Plan Preliminary Study Area ("Study Area"), and (2) requires the payment of an "Interim Mitigation Fee" for development proposed in the Study Area. In the event that the City of Lake Elsinore adopts the Interim Fee Ordinance, the 972 acre Project would generate \$1,895,400 in fees to be used for the establishment and management of preserve sites.

1.4 The study conducted by O'Farrell Biological Consulting (attached hereto as Exhibit A) (the "O'Farrell Study") concluded that the development of the Project, as mitigated by full and complete implementation of the Conservation Program hereinafter described in Section 3 of this Agreement, is not expected to reduce appreciably the likelihood of survival and recovery of the SKR. The conservation measures described in this Agreement will insure the long-term protection of habitat of the SKR which is higher quality than the habitat within the Project site. This Agreement will, to the maximum extent practicable,

minimize the taking of SKR individuals incident to the construction and operation of the Project and will promote the long-term conservation and survival of the species.

1.5 Primary access to the Project is planned to pass through property owned by the Bureau of Land Management ("BLM"). A grant of right of way by BLM is necessary for the development of the Project, and will therefore impact the SKR. This grant of right of way requires consultation with USFWS, pursuant to Section 7 of the ESA. USFWS has issued a biological opinion pursuant to Section 7 of the ESA with regard to the affect of the Project on the SKR. The biological opinion is attached hereto as Exhibit B.

1.6 Homestead has and will make valuable commitments of resources and funds for the conservation of the SKR, including but not limited to the cost of acquisition and dedication of preserve lands. These commitments by Homestead are based on and in consideration of, and would not have been made but for, the covenants and commitments of the USFWS and City herein that, subject to the provisions of the ESA or any other act, statute, ordinance, order or regulation, no further mitigation, enhancement or compensation, beyond the terms of this

Agreement, is necessary or will be required by the USFWS or City within or with respect to the Project to provide for the conservation or protection of the SKR.

1.7 The USFWS is reviewing a short-term habitat conservation plan and an application for a permit pursuant to Section 10(a) of the ESA which has been submitted by the County of Riverside. The short-term habitat conservation plan proposes to designate a number of areas in Riverside County as areas of study for possible acquisition as preserve sites for the Stephens Kangaroo Rat and other threatened or endangered species. It is contemplated that prior to the expiration of the term of the short-term habitat conservation plan, the County of Riverside and other participating entities will submit to the USFWS a permanent habitat conservation plan pursuant to Section 10(a) of the ESA to provide for the survival of the SKR and other threatened or endangered species, and to authorize development activities consistent with the provisions of the habitat conservation plan.

A G R E E M E N T

FOR AND IN CONSIDERATION of the recitals set forth above, the covenants set forth herein and other consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby agree as follows:

2. DEFINITIONS

The following terms as used in this Agreement shall have the meanings set forth below:

2.1 The term "Stephens Kangaroo Rat" or "SKR" means the Stephens Kangaroo Rat (Dipodomys stephensi).

2.2 The term "Conservation Program" means the habitat protection measures described in this Agreement.

2.3 The term "ESA" means the Endangered Species Act of 1973, as amended.

2.4 The term "take" or "taking" shall have the same meaning provided therefor in the ESA.

2.5 The term "Project" means the development project planned for the 972 acre site located in western Riverside County approximately three miles east of the intersection of State Highway 74 and Interstate 15 (portions of Sections 2,3, & 10, R.4 W., T.6 S. and a portion of Section 34 R.4 W., T.5 S.) (identified on the figure attached as Exhibit C) and commonly referred to as Tuscany Hills.

2.6 The term "mitigation" shall have the same definition in this Agreement that it has in the regulations promulgated pursuant to the California Environmental Quality Act (Title 14 California Code of Regulations § 15032.5) or the National Environmental Policy Act (40 C.F.R. § 1508.20) and further includes but is not limited to the designation or reservation of land as open space or the provision of adequate funding for wildlife conservation, protection or enhancement, and further includes the lessening of adverse development impacts through project design modification, erosion control, reclamation, habitat enhancement or other protective activities.

2.7 The term "Estelle Mountain Study Area" means the Lake Mathews/Estelle Mountain Study Area described in the Interim Habitat Conservation Plan for the Stephen's Kangaroo Rat prepared by the County of Riverside. The boundaries of the Estelle Mountain Study Area are shown on the map attached hereto as Exhibit E.

3.0 HABITAT PROTECTION.

3.1 Homestead shall acquire in fee simple absolute the approximately 560 acres within [INSERT LEGAL DESCRIPTION] the Estelle Mountain Study Area generally identified on the figure attached hereto as Exhibit D for use as a site for the conservation and protection of the SKR and other threatened or endangered species (the area identified in Exhibit D is hereinafter referred to as the "Initial Preserve Site").

3.2 Within six months after acquisition of the property referred to in Section 3.1, Homestead shall execute an Irrevocable Offer of Dedication of the Initial Preserve Site to the City. Thereafter, the City, at its discretion, may convey the Initial Preserve Site to a private organization or public agency selected

from a list of such organizations or public agencies provided to the City by USFWS. The terms of any such conveyance shall be approved by the USFWS. Any such organization or agency selected by the City shall be authorized to accept such Offer and shall manage the Initial Preserve Site for the primary purpose of conserving and protecting the habitat of the SKR and other threatened or endangered species.

3.3 Homestead shall acquire in fee simple absolute additional property including no less than 46.7 acres of occupied SKR habitat ("Secondary Preserve Site"). Prior to the issuance of permits for Project grading in excess of 235.3 acres of occupied SKR habitat, Homestead shall execute an Irrevocable Offer of Dedication of the Secondary Preserve Site to the City. Thereafter, the City, at its discretion, may convey the Secondary Preserve Site to a private organization or public agency selected from a list of such organizations or public agencies provided to the City by USFWS. The terms of any such conveyance shall be approved by USFWS. Any such organization or agency selected by the City shall be authorized to accept such Offer and shall manage the Secondary Preserve Site for the primary purpose of

conserving and protecting the habitat of the SKR and other threatened or endangered species.

3.4 Homestead shall restrict all uses of the Initial Preserve Site and the Secondary Preserve Site (collectively referred to as "Preserve Sites") to those which are consistent with the conservation and preservation of the SKR. At the time of any conveyance of the Preserve Sites Homestead shall record a Declaration of Restrictions or other appropriate document ("Declaration") which shall restrict the use of the Preserve Sites to insure that the uses of the Preserve Sites are limited to those uses and activities which are consistent with the conservation and protection of the SKR. The terms of the Declaration shall be approved by USFWS.

4. MUTUAL ASSURANCES.

4.1 Assurances. The primary purpose of this Agreement is to provide for the long-term reconciliation of the development, construction and operation of the Project with the conservation and protection of the SKR. Based on and in consideration of the covenants and commitments of Homestead hereunder to make substantial and valuable commitments of resources and funds and to undertake actions specified hereunder to protect and enhance the long-term survivability of the SKR, USFWS and City hereby agree and assure Homestead that, subject to the provisions of the ESA or any other applicable act, statute, ordinance, order or regulation:

(a) compliance with the terms of this Agreement constitutes compliance with the provisions of the ESA (including without limitation the requirements of Sections 7, and 9(a)(1)(B) of the ESA) and with the provisions of other local and state laws which provide for or authorize the protection or conservation of endangered or threatened species or their habitat;

(b) Homestead, through this Agreement, has adequately provided for the conservation and protection of the SKR and other species of concern which utilize the Project area;

(c) no further mitigation, enhancement or compensation is necessary or will be required by the USFWS or City within or with respect to the Project to provide for the conservation or protection of the SKR; and

(d) without limiting the generality of the foregoing, City shall not impose, seek to impose or require Homestead to pay any fees for conservation of the SKR, including any fees imposed or required pursuant to the Interim Fee Ordinance or any similar or related ordinance which may be adopted by the City to provide funds for the conservation or protection of the SKR. Notwithstanding the foregoing, in the event that the City adopts any ordinance, condition, or requirement which requires any owner of land within the Project area to pay fees to the City for the mitigation of the effects of any development on the SKR, the City shall

provide such fees to Homestead as partial reimbursement of the funds expended by Homestead to implement this Agreement.

4.2 Habitat Conservation Plan. In the event that Habitat Conservation Plans ("HCPs") for the SKR or other species which utilize the Project Site, applicable to the Project site or the Preserve Sites, or to both the Project Site and the Preserve Sites, are approved by USFWS pursuant to Section 10(a) of the ESA, City and USFWS agree that:

(a) Homestead shall receive all the rights, benefits and privileges provided under such HCPs and associated Section 10(a) Permits to any landowner for mitigation provided pursuant to this Agreement; and

(b) to the extent that the Conservation Program results in the preservation and dedication of habitat, or the commitment of funds, in excess of the amount of such habitat or funds required under the HCP, Homestead shall be able to apply the additional mitigation provided by this Agreement to any future development within the HCP area.

5. MISCELLANEOUS

5.1 Term of Agreement. This Agreement shall be effective as of the day and year first set forth above and shall remain in effect until terminated in writing by all parties.

5.2 Amendments. This Agreement may be amended only in a writing signed by all of the parties hereto. The terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, the California Department of Fish and Game may become a party to this Agreement without further action by the parties hereto.

5.3 Enforceability by Homestead. It is acknowledged and agreed by the parties hereto that any covenants assurances or commitments provided to Homestead with respect to the extent and limitation of mitigation and/or enhancement measures which will be required in connection with the construction and operation of the Project are: (1) intended to be relied upon by Homestead; (2) made with full knowledge of the extent and effect

thereof; (3) made in exchange for valuable and adequate consideration provided by Homestead in the form of funds and covenants and commitments to undertake enhancement and mitigation measures hereunder; and (4) made with the understanding that such assurances and commitments will not be amended, changed or increased except in accordance with this Agreement.

5.4 Force Majeure. In the event that Homestead is wholly or partly prevented from performing its obligations under this Agreement because of unforeseeable causes beyond the reasonable control of and without the fault or negligence of Homestead ("force majeure"), including but not limited to acts of God, labor disputes, sudden actions of the elements, actions of federal, state and municipal agencies, Homestead shall be excused from whatever performance is affected by such unforeseeable cause to the extent so affected provided that:

(a) Within two weeks after the occurrence of the force majeure Homestead gives USFWS and City written notice describing the particulars of the occurrence;

(b) The suspension of performance is of no greater scope and no longer duration than is required by the force majeure;

(c) Homestead uses its best efforts to remedy its inability to perform (this subsection shall not require the settlement of any strike, walk-out, lock-out or other labor dispute on terms which, in the sole judgment of Homestead are contrary to its interest); and

(d) When Homestead is able to resume performance of its obligations hereunder, Homestead shall give USFWS written notice to that effect; and

(e) Any inability on the part of Homestead to perform an obligation under this Agreement due to a cause described in this Section 5.4 shall be grounds for the USFWS to suspend during the period of any such inability and without any liability to any party which may be affected thereby, any authorization granted under Section 7 of the ESA to take any SKR or any other endangered or threatened species. Except where the USFWS determines that emergency action is necessary to protect any endangered or threatened species, the USFWS shall not suspend any such authorization to take any such species without first providing to

Homestead notice in writing of the facts or conduct which may warrant the suspension and an opportunity to demonstrate or achieve full performance of its obligations under this Agreement and compliance with all lawful requirements.

5.5 Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by first class mail, postage pre-paid, and shall be deemed sufficiently given if addressed at the following addresses to the respective parties:

City of Lake Elsinore
130 South Main
Lake Elsinore, California 92330

United States Fish and Wildlife Service
Attention: Regional Director
Lloyd 500 Building
500 N.E. Multnomah Street, #1692
Portland, Oregon 97232

With a copy to:
United States Fish and Wildlife Service
24000 Avila Road, First Floor
Laguna Niguel, California 92656

Homestead Land Development Corporation
355 North Sheridan Street, Suite 117
Corona, California 91720

With a copy to:
Robert D. Thornton, Esq.
Nossaman, Guthner, Knox & Elliott
650 Town Center Drive, Suite 1250
Costa Mesa, California 92626

Any party may give notice to the others specifying a different address for notice purposes.

5.6 Captions. The headings of the various sections hereof are for convenience only, and shall not affect the meaning of any provision of this Agreement.

5.7 Counterparts. This Agreement may be executed in multiple counterparts, all of which shall constitute but one and the same instrument.

5.8 Governing Law. This Agreement shall be governed by and construed in accordance with the Federal ESA and the internal laws of the State of California, except to the extent that federal law mandatorily applies.

5.9 Complete Agreement. This Agreement constitutes the full and complete agreement between the parties concerning the subject matter hereof and supersedes any prior or contemporaneous agreements or understandings, whether oral or written, all of which shall be deemed to have been merged herein, it being the intention of the parties that this be a completely integrated agreement.

5.10 Third Party Beneficiaries. None of the rights or benefits created by this Agreement shall inure or benefit any person other than the identified parties herein and their successors and assigns, nor shall it authorize any person who is not a party to this Agreement or a successor or assign of a party to seek enforcement of the terms of this Agreement.

5.11 Non-severability. In the event that Homestead is unable to construct or operate the Project in the manner and time frames contemplated by Homestead as a consequence of (i) this Agreement, the Bureau of Land Management right of way grant, or the USFWS biological opinion or any portion thereof being enjoined or determined to be invalid or unenforceable, or (ii) the imposition of any further requirements, regulations or restrictions for the protection of the SKR, in addition to any other remedy which it may possess, Homestead shall have the right upon written notice to withdraw from this Agreement and to thereupon be released from any and all liabilities or obligation hereunder and to obtain fee title to the Preserve Sites pursuant to the reversionary interest described in the following sentence. Homestead may include a reversionary interest in any deed conveying

the Initial Preserve Site or the Secondary Preserve Site which provides that fee title to the Preserve Sites shall revert to Homestead in the event that Homestead is unable to construct or operate the Project in the manner and time frames contemplated by Homestead as a consequence of (i) this Agreement, the Bureau of Land Management right of way grant, or the USFWS biological opinion, or any portion thereof, being enjoined or determined to be invalid or unenforceable, or (ii) the imposition of any further requirements, regulations or restrictions for the protection of the SKR. Any such reversionary interest shall provide that it is not good unless it must vest within twenty-one years of the recordation of such reversionary interest. Any such withdrawal by Homestead shall be grounds for the USFWS to suspend or revoke, without any liability to any party which may be affected thereby any authorization granted under Section 7 of the ESA to take any SKR. Except where the USFWS determines that emergency action is necessary to protect any endangered or threatened species, the USFWS shall not suspend or revoke any such authorization to take any such species without first providing to Homestead notice in writing of the facts or conduct which may warrant the suspension or revocation and an opportunity to demonstrate

or achieve full performance of its obligations under this Agreement and compliance with all lawful requirements.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

UNITED STATES DEPARTMENT OF
THE INTERIOR
UNITED STATES FISH AND WILDLIFE
SERVICE

By: _____
Name:
Title:

HOMESTEAD LAND DEVELOPMENT
CORPORATION

By: Richard L. Clark
Name:
Title:

CITY OF LAKE ELSINORE

By: Jim Winkler
Name: JIM WINKLER
Title: MAYOR

Approved as to form:

Department of Interior
Office of the Solicitor

Nossaman, Guthner, Knox
& Elliott

John Elliott
City Attorney

138/AHR

O'FARRELL BIOLOGICAL CONSULTING
2912 N. Jones Boulevard
Las Vegas, NV 89108

TEL: (702) 658-5222

March 8, 1989

Mr. Christopher Taylor
Homestead Land Development Corporation
355 N. Sheridan, Suite 117
Corona, CA 91720

RE: Stephens' Kangaroo Rat Survey - Tuscany Hills

Dear Mr. Taylor:

As per your request, Curt Uptain and I surveyed the Tuscany Hills site (Lake Elsinore Quadrangle, SBBM; T5S R4W Sec. 34 and T6S R4W Sec. 3) from February 13 to March 3, 1989, to assess the present occurrence of Stephens' Kangaroo rat (SKR), Dipodomys stephensi, and provide an opinion on the efficacy and viability of this site for consideration as a preserve site. We originally surveyed the project vicinity last autumn as a portion of a range-wide survey to locate and map all populations of SKR for the California Department of Fish and Game. The survey was necessarily coarse-grained. We mapped your property and adjacent lands in the Railroad Canyon area as containing trace abundance of SKR. In late December, 1988, I was requested by the County of Riverside Technical Advisory Committee to select the 5 best areas for consideration as SKR preserves, excluding existing protected lands. Strictly on the basis of size of continuously occupied habitat and relative abundance, I selected areas SW of Lake Mathews, Alessandro Heights, Estelle Mountain, Sycamore Canyon, and Steele Peak, respectively in order of priority. The latter site would not have been a choice had I not been asked to provide 5 locations; the habitat is marginal throughout most of the area and except for discrete patches of low abundance the majority of acreage supports only a trace abundance. The TAC placed additional sites on the list of potential preserve sites, including the Railroad Canyon region.

The current survey of the Tuscany Hills site provides a better resolution with respect to exact acreage occupied by SKR, identification of population centers and the movement corridors

Mr. Christopher Taylor
Homestead Land Development Corporation
March 8, 1989
Page Two

that link each, and more accurate assessment of relative abundance. We conducted a thorough walkover of the entire project site (ca. 1,000 acres). The southern half of the site has received substantial alteration from past construction activities. We staked the periphery of all occupied habitat and were followed by surveyors who accurately plotted and calculated acreage. In the northern half, topography and less disturbance allowed us to map occupied habitat on large-scale County Flood Control topographic maps. Acreage as obtained through the use of a planimeter.

Representative transects were walked through each of the population centers to obtain an estimate of relative abundance based on the frequency of active SKR burrows. This method follows that used in the 1988 CDFG survey: Trace < 2 burrows/1000 m²; Low = 3-20/1000 m²; Medium = 21-70/1000 m²; High > 70/1000 m². These counts provide a comparative base but do not equate to numbers of SKR per unit area. The exact relationship between number of burrows and number of individuals is not known. Currently, live trapping is the standard method for determining small mammal densities. However, we know SKR does not trap readily hence a loss of accuracy in such density estimates. Crude estimates of density taken in each abundance category are as follows: Trace 1 SKR/ha; Low = 2-5/ha; Medium = 6-10/ha; High > 10/ha. Although these relationships are crude, logic dictates that habitat quality can be inferred from abundance ratings.

During the present survey, we found SKR to be distributed throughout the project site. Population centers were concentrated in the southern portion of the southern half of the site and in through much of the northern half of the site. These areas correspond to more gentle slopes and habitat dominated by non-native grassland. Soil is Lodo rocky loam for all occupied areas. Movement corridors occur along the base of steep hillsides, up steep ridges, and along narrow ridgelines. Occasionally some corridors are apparent on trails established with the contour on the face of steep slopes.

Abundance is trace throughout the occupied areas except for a few discrete patches of low. These latter appear to be in response to relatively gentle terrain and vegetation dominated by annual forbs, probably enhanced by periodic sheep grazing. It is my opinion that the project site cannot be managed to increase habitat quality beyond current conditions. The rugged terrain interspersed Riversidian sage scrub habitat, and rocky soil contribute to the marginal nature of the project site.

Mr. Christopher Taylor
Homestead Land Development Corporation
March 8, 1989
Page Three

You have further requested an appraisal of lands in the Estelle Mountain area for acquisition as the core for a preserve and to be used as mitigation for the development of the Tuscany Hills site (a 540-acre site incorporating all but the S 1/2 of SW 1/4 Sec. 6 T5S R5W). We surveyed the entire Estelle Mountain area in 1985 with spot checks as a part of our range-wide survey of SKR populations for CDFG. The resolution of these surveys were more coarse-grained than the present survey at Tuscany Hills. Thus, the need to examine the specific parcel above, with more detail.

The 540-acre site consists of deep drainages, some containing Riversidian woodland, and a series of steep hillsides and ridgelines with assorted flats and swales. Interconnected ridges and hilltops, accounting for 25% of the total acreage, contain low SKR abundance with small patches of medium. A separate lower area of saddles and swales in the NW 1/4 contains trace SKR abundance. Except for the latter trace group, all other distributions and abundance have remained relatively constant since our preceding surveys.

My original selection of potential preserve sites has not changed with the addition of more detailed information. From a biological perspective, it is imperative to preserve the remaining lands that contain all the features inherent in optimal SKR habitat. There is certainly an argument for incorporating as much geographic diversity as possible. Likewise, the inclusion of movement corridors and marginal habitat may assist in maintaining the genetic vigor necessary for the long-term survival of the species. If preserve sites are properly acquired, they will include a mosaic of optimal and marginal habitat as well as totally unsuitable habitat.

Aside from biological considerations are the political and economic realities. There are finite resources for obtaining sufficient preserve lands and powerful political pressure, fueled by public sentiment, to eliminate certain lands from consideration as preserve sites. It will be impossible to obtain all the desired acreage. Therefore, it would seem imperative to secure the best areas possible first and then acquire lesser areas if resources permit. I feel that Estelle Mountain and Tuscany Hills fit the preceding discussion. The former is superior habitat that can be managed for enhancement whereas the later is now and will continue to be marginal.

Mr. Christopher Taylor
Homestead Land Development Corporation
March 8, 1989
Page Four

The Estelle Mountain region supports a mosaic of SKR distribution from trace to medium abundance. Topography and habitat mosaic provides a desirable diversity. Certain areas can be managed to enhance the habitat for SKR which adds to the desirability of this region as a preserve site. Tuscany Hills, on the other hand, is marginal in nature and will remain so despite management efforts. The proximity of burgeoning communities in Canyon lakes, Lake Elsinore, and the additional sprawl of Sun City and Perris suggests a further difficulty in protection and management of this area as a viable preserve site. I would strongly recommend the acquisition of the Estelle Mountain region as a mitigation measure.

If I can provide further information, please contact me.

Sincerely,

Michael J. O'Farrell, Ph.D.
Principal/Terrestrial Ecologist



United States Department of the Interior

FISH AND WILDLIFE SERVICE
LAGUNA NIGUEL FIELD OFFICE

24000 Avila Road
Laguna Niguel, California 92656

RECEIVED

JUN 1 1989

BLDC

MEMORANDUM

To: Area Manager, Indio Resource Area, Bureau of Land Management, Date: May 31, 1989

From: Acting Field Supervisor, Laguna Niguel Field Office, Laguna Niguel, CA

Subject: Formal Consultation (1-6-89-F-41) Regarding Assignment of a Right-of-Way Grant over Bureau of Land Management lands to Homestead Land Development Corporation in the Canyon Lake Area, Riverside County, California

This responds to your request of May 24, 1989, received by the Fish and Wildlife Service (Service) on May 24, 1989, for Formal Consultation pursuant to Section 7 of the Endangered Species Act of 1973, as amended (ESA), on the subject proposed action. At issue is whether the proposed action is likely to jeopardize the continued existence of the federally listed Stephens' kangaroo rat (Dipodomys stephensi). Specifically, the proponents of the Tuscany Hills residential development, a project consisting of 972 acres in the City of Lake Elsinore, seek to obtain primary access to their development site through reassignment of an existing Right-Of-Way grant from the Bureau of Land Management. Development of this property will impact approximately 282 acres of known habitat currently occupied by the Stephens' kangaroo rat. This Formal Consultation is a result of prior informal consultation which has been ongoing between our agencies and the project proponent, as well as involvement of the Riverside County Planning Department and their efforts to develop a short-term Habitat Conservation Plan for the Stephens' kangaroo rat throughout the County.

BIOLOGICAL OPINION

It is the biological opinion of the Service that this proposed action, in conjunction with the conservation measures prescribed in the Tuscany Hills Project Stephens' Kangaroo Rat Conservation Plan (Conservation Plan) and its implementing Conservation Agreement, is not likely to jeopardize the continued existence of the Stephens' kangaroo rat.

PROJECT DESCRIPTION

Access to the Tuscany Hills Project, a residential development project of the Homestead Land Development Corporation (Homestead), requires construction of a roadway across a 40 acre parcel (NW 1/4 of NW 1/4 of Section 10, R. 4 W., T. 6 S.) owned and managed by the Bureau of Land Management (Bureau). Construction of this roadway requires assignment of an existing Right-Of-Way Grant (CA-8652) from the Bureau. This Right-Of-Way Grant authorizes the Grant Holder to construct, operate, and maintain a road across public land. The road alignment was relocated under a Bureau decision effective November 3, 1987. The width of the Right-Of-Way is 335 feet. By assigning this Right-Of-Way to Homestead, the Bureau would enable Homestead to obtain their primary access to the development site and thus complete construction of their Tuscany Hills residential development project.

The Tuscany Hills project contains 972 acres of land located in western Riverside County, approximately three miles east of the intersection of State Highway 74 and Interstate 15 (including portions of Sections 2, 3, & 10, R. 4 W., T. 6 S. and a portion of Section 34 R. 4 W., T. 5 S.). This project proposes construction of a residential housing development, including 2,000 homes, man-made lakes, parks, roadways and various recreational facilities. The entire 972 acres will be graded for the construction of homes, roads, and other residential site needs. This project is illustrated in Figure 1.

Additional detail regarding the nature of this planned development project, assessments of the anticipated impacts, and other relevant information and/or data can be found in supporting documents including:

- Canyon Lake (Tuscany) Hills Final Environmental Impact Report, 1979 and Environmental Impact Statement, 1982.
- Focused Biological Assessment for the Stephens' Kangaroo Rat prepared by Tierra Madre Consultants, January 21, 1989.
- Stephens' Kangaroo Rat Survey - Tuscany Hills prepared by O'Farrell Biological Consulting, March 8, 1989.
- Stephens' Kangaroo Rat Assessments, City of Lake Elsinore, Riverside County, California, prepared by O'Farrell Biological Consulting for the City of Lake Elsinore, MARCH 1989.
- Draft Short-Term Habitat Conservation Plan, prepared for the County of Riverside in support of an application for a Section 10(a) permit to the U.S. Fish and Wildlife Service, April, 1989.

Tuscany Hills Project, Conservation Plan for the
Stephens' Kangaroo Rat Dipodomys stephensi, May 15, 1989,
Homestead Land Development Corporation.

EFFECTS OF THE PROPOSED ACTION ON LISTED SPECIES

The Stephens' kangaroo rat (SKR) is a full and distinct species of kangaroo rat endemic to the Perris and San Jacinto valleys of western Riverside County, northern San Diego County in portions of the San Luis Rey River and Temecula valleys and the Lake Henshaw region. Although this species is superficially very similar to the related Pacific kangaroo rat (Dipodomys agilis), whose geographic range overlaps with the SKR, it can be distinguished from its relative by a number of features, including selection of habitat types. Additionally, the two species are reproductively isolated by virtue of the fact that the two species have different chromosome numbers, (70 for the SKR and 62 or 60 for the Pacific kangaroo rat).

The SKR is found almost exclusively in open grasslands or in sparse shrublands with aerial cover of less than about 30% (Hogan 1981). Historically this habitat type was dominated by native perennial grasses and annual forbs. Open grasslands undoubtedly occurred naturally in patches distributed throughout the Perris and San Jacinto valleys. This habitat type probably was found in a patchy distribution as a function of the soil type, the fire regime, the influence of native grazing mammals, and perhaps other factors. The distribution and size of these patches of suitable habitat varied throughout the range of the species from year to year, depending on these factors.

Currently habitat used by this species is dominated by some native and many introduced annuals grasses and forbs. A particularly important factor in habitat utilization appears to be soil type (Price, in press; O'Farrell, unpubl. manuscript 1988). There appears to be a strong correlation between soil types and the occurrence of the the SKR, likely due in part to the pliability of the soil to a fossorial mammal. This species spends much of its time in underground burrows of their own construction or modified from an existing burrow constructed by a pocket gopher or California ground squirrel. Steepness of slope, perhaps somehow correlated to soil conditions, also appears to be a factor in determining the suitability of habitat to this species.

Without question, loss and fragmentation of habitat are the overriding threats to the continued existence to this species. Loss of SKR habitat has occurred over several decades in essentially two waves of development throughout its historical range (Price, in press). Earlier in this century as much as 2/3 of what might have been suitable habitat was converted to agricultural lands (Price, in press). In the last two decades additional habitat has been lost due to a rapidly urbanizing community. Western Riverside County is among the most rapidly developing communities in the United States. Combined, these

land uses have removed over two thirds of this species habitat and, moreover, they have severely fragmented the remaining habitat. This has resulted in additional and immediate threats, particularly in the smaller and more isolated patches of remaining habitat. Additional information regarding the biology of this species and its status and threats is found in the Final Rule, Determination of Endangered Status for the Stephens' Kangaroo Rat; 53 Fed. Reg. 38465 - 38469 (Sep. 30, 1989).

The Tuscany Hills site is noteworthy from the standpoint of the SKR in two respects. First, it currently supports about 282 acres of occupied SKR habitat, distributed in a patchy distribution typical of this species throughout the 972 acre site. Second, the entire Tuscany Hills site is contained within one of the 9 areas currently under study by the County of Riverside as a potential reserve for this species. A reserve system would be created in conjunction with a Habitat Conservation Plan in support of a Section 10(a) permit application (i.e. "incidental take" permit). This study area, known as the Canyon/Lake/Kabian Park site, includes about 9,350 acres and is illustrated in Figure 2.

Construction of this project would result in the direct loss of 282 acres of occupied SKR habitat that is found on the project site. All animals found within this habitat would be killed by the action of grading for development purposes. It would also effectively eliminate the southernmost portion of the Canyon Lake study area as a possibility for a potential reserve through direct loss of habitat on site and isolation of adjoining habitat found in the southern portion of this study area.

The impacts of this occurrence must be assessed in light of the species as a whole. The determination of an effective region-wide reserve strategy for the SKR in western Riverside County will require a deliberative review of all available data plus the acquisition of additional data on habitat requirements, population biology and dynamics, and other relevant characteristics of the SKR and its habitat. The County is currently engaged in a program to accomplish this, related to their efforts to apply for and obtain a long-term Section 10(a) permit, and the Service will be seeking similar information through its recovery program efforts.

The Service has reviewed the best available information with respect to the effects of the proposed action on the SKR and has conducted a field reconnaissance. On April 27th, 1989 portions of the SKR habitat located on the Tuscany Hills site were visited by Service and Bureau biologists, Dr. Michael O'Farrell, Biological Consultants for the County of Riverside, and representatives of the County and the Sierra Club. The intention was to obtain an impression of the current and potential quality of the SKR habitat on the site and in the general vicinity of the project site. In addition, unpublished reports prepared by Dr. O'Farrell, specifically assessing the long-term potential of habitat in the Lake Elsinore region, as well as soils maps and

other available information were consulted.

According to field work conducted by Dr. O'Farrell and his associates, population centers of SKR on the Tuscany Hills site occur in the southern portion of the southern half of the site and through much of the northern half of the site. These areas tend to correspond to the more gentle slopes and more open grassland habitats where one would expect to find the SKR. The soil type for all occupied areas is known as Lodo rocky loam. Although the SKR is apparently found in this soil type, at least on this site, it is not included by Price (in press) as one of the soil types where this species is typically found.

Indices of current abundance estimated by Dr. O'Farrell suggest that the SKR is found at this time primarily in trace abundance (i.e. < 2 burrows/ 1,000 square meters) with a very small portion currently found in low abundance (i.e. 3-20 burrows/ 1,000 square meters). The physical (soils) and vegetational (dominated by Riversidian sage scrub) attributes, plus the relatively degraded condition of the site due to prior construction activities, dumping, and off-road vehicle use appears to have limited the long-term potential of the site as a reserve for the SKR. Nevertheless, this site currently supports approximately 282 acres of occupied SKR habitat.

To offset the potential impacts of loss of habitat on the Tuscany Hills site, the project would be mitigated by the Conservation Plan and its implementing Conservation Agreement. Under the Conservation Plan and Conservation Agreement,

1) Homestead, before any disturbance of SKR habitat on the Tuscany Hills site, shall acquire in fee simple approximately 560 acres of Section 6, T5S R5W on Estelle Mountain for use as a site for the conservation of the SKR. This site currently contains an estimated 235.3 acres of occupied SKR habitat. These lands shall be conveyed by Homestead to the City of Lake Elsinore within six months. Thereafter, the City may convey these lands to a government or private organization to be approved by the Service. The City of Lake Elsinore shall select and provide full management authority to a habitat manager that will be approved by the Service.

2) In order to conform with the guidelines that are being proposed by the County of Riverside with regard to the proposed County-wide Habitat Conservation Plan to compensate for loss of occupied habitat at a ratio of 1:1, additional SKR habitat is required. Thus, Homestead will acquire additional property in an appropriate location (i.e. an area that the Service determines to be suitable as a reserve for this species) including no less than 46.7 acres of occupied SKR habitat (which would total 282 acres of occupied habitat acquired) prior to issuance of permits for project grading in excess of 235.3 acres of occupied SKR habitat. These lands must be acceptable to the Service and will be conveyed as described above. This is to be accomplished within six months of this Opinion.

Specific procedures to implement the above are detailed in the Conservation Agreement to be signed by the Service, Homestead and the City of Lake Elsinore.

In addition to the above elements of the Conservation Agreement, the Bureau, as a stipulation of grading of the Right-Of Way assignment to Homestead, will require the new Grant Holder (i.e. Homestead) to enter into an exchange of lands agreement with the Bureau of Land Management concerning the 40 acres parcel that is the subject of this Right-Of Way. This agreement will result in exchange of the subject 40 acres for private lands of equivalent fair market value within the boundaries of a SKR reserve to be defined and identified by the Service in cooperation with the Bureau.

The net result of this program, should it be implemented, would be elimination of the southern portion of the Canyon Lake study area in exchange for acquisition of over 600 acres (including at least 282 acres of occupied SKR habitat) in the Estelle Mountain area, a site identified as another study area for a SKR reserve. This acquired land could be combined with other lands to be acquired in this area and used for establishment of a permanent reserve for the SKR.

This action, however, would not eliminate the entire Canyon Lake SKR study area. Approximately 8,000 acres will remain in this study area for consideration by the County in the furtherance of their proposed conservation program.

CUMULATIVE IMPACTS

Cumulative effects are those impacts of future State and private actions affecting endangered and threatened species that are reasonably certain to occur in the action area. Future Federal actions will be subject to the consultation requirements established in Section 7 of the Act and, therefore, are not considered cumulative to the proposed action.

The large majority of activities anticipated to effect this species within the foreseeable future are local urban development projects with no federal involvement. Many of these projects are planned for the immediate future and in total would have significant cumulative effects. However, taking of the SKR is now prohibited by the ESA and this prohibition has resulted in efforts by the County of Riverside (and possibly the affected cities) to develop a Habitat Conservation Plan and seek authorization to take SKR in specified areas in order to facilitate some continued development in the range of the SKR.

At the present time, taking of the SKR anywhere remains illegal under the provisions of the Act. The County and affected Cities have adjusted their actions accordingly (e.g. not issuing grading permits in known SKR habitat) to avoid any take of this species.

With the exception of illegal take, no additional loss of SKR habitat is anticipated unless and until a permit is issued under Section 10(a) of the Act. However, if a permit is issued as it is currently proposed in the Section 10(a) permit application received from the County of Riverside by the Service, up to 20 % of the existing occupied habitat could be lost under the terms of that conservation plan. The cumulative effects of this outcome will be analyzed in conjunction with the Section 10(a) permit application.

INCIDENTAL TAKE

Section 9 of the Endangered Species Act prohibits any taking (harass, harm, pursue, hunt, shoot, wound, kill, trap, capture or collect, or attempt to engage in any such conduct) of listed species without special exemption. Under the terms of Section 7(b)(4) and 7(o)2 of the Act, taking that is incidental to and not intended as part of the agency action is not considered to be prohibited taking under the Act provided that such taking is in compliance with this Incidental Take statement.

The full build-out of the proposed Tuscany Hills residential development would result in a permanent loss of approximately 282 acres of occupied SKR habitat. The action of grading the land by heavy machinery affects a minimum of the top 18 inches to four feet of the soil and will result in the death of probably all SKR found on this site. Based on O'Farrell's crude estimates of density (as described in his March 8th, 1989 letter) there may be approximately 115 animals on this site.

An equivalent amount of acres will be purchased in a locale that is currently considered good quality habitat and a better potential reserve than the Tuscany Hills location. This amount of incidental take is not likely to jeopardize the continued existence of the SKR due to the small number of SKRs likely to be affected and the locality of the Tuscany Hills site relative to the overall distribution and abundance of the remaining SKR populations. The impacts of the incidental taking also will be offset by the provisions of the Conservation Plan and the Conservation Agreement.

The Bureau acknowledges and concurs that the Conservation Agreement mandates that the Service and Homestead shall monitor implementation and compliance with the Conservation Plan.

Reasonable and Prudent Measures

The following measures are necessary or appropriate to minimize the impacts of incidental taking authorized by this biological opinion:

- (1) Prior to grading any occupied SKR habitat at the Tuscany Hills site, Homestead shall acquire in fee simple absolute the Initial Preserve Site described in Section 3.1 of the Conservation Agreement.

(2) Prior to grading any occupied SKR habitat in excess of 235.3 acres at the Tuscany Hills site, Homestead shall acquire in fee simple absolute the Secondary Preserve Site described in Section 3.3 of the Conservation Agreement and shall execute an irrevocable offer of dedication of the Secondary Preserve Site to the City or to another entity approved by the Service.

(3) Homestead and its successors in interest shall manage the Initial Preserve Site and the Secondary Preserve Site in a manner which is consistent with the conservation and protection of the SKR and its habitat.

Terms and Conditions

Incidental taking pursuant to this biological opinion is subject to the following terms and conditions:

(1) The authorization to take any endangered or threatened species pursuant to this biological opinion and Sections 7(b)(4) and 7(o)(2) of the ESA shall not be effective until Homestead executes the Conservation Agreement and completes Reasonable and Prudent Measure No. (1) set forth above herein. The extent of any authorization to take any endangered or threatened species shall be limited to the grading of not more than 235.3 acres of occupied SKR habitat until Homestead completes Reasonable and Prudent Measure No. 2 set forth above herein.

(2) Homestead and its successors in interest shall not alter or modify any SKR habitat in the Initial Preserve Site or the Secondary Preserve Site without prior approval by the Service.

(3) Authorization for incidental take will be conditioned upon implementation and compliance with the Conservation Plan as required by the Conservation Agreement to be signed by Homestead, the Service, and the City of Lake Elsinore.

(4) Homestead and its successors in interest shall comply with the reporting requirements of the Conservation Agreement and Conservation Plan.

(5) If incidental take at any time does not comply with the provisions established in this Incidental Take statement, Homestead shall insure that the causative action cease immediately.

(6) If the circumstances described in term and condition No. 5 occur, Homestead shall seek the immediate assistance of the Fish and Wildlife Service, Laguna Niguel Field Office to evaluate the impacts of incidental take and make recommendations to rectify the situation.

(7) Any animals recovered shall be deposited in the mammal collection of the Natural History Museum, County of Los Angeles (Sarah George, Curator of Mammals).

CONSERVATION RECOMMENDATIONS

Section 7(a)(1) of the Act directs Federal agencies to utilize their authorities to further the purposes of the Act by carrying out conservation programs for the benefit of endangered and threatened species. The term "conservation recommendations" has been defined as suggestions of the Service regarding discretionary measures to minimize or avoid adverse effects of a proposed action on listed species or critical habitat or regarding the development of information.

The Service encourages the Bureau to aggressively pursue plans to consolidate their lands distributed around western Riverside County within the Steele Peak area for the benefit of the SKR and other species of concern found there. The Service remains available to assist the Bureau with this effort.

This concludes formal consultation on this action. Reinitiation of formal consultation is required if the amount or extent of incidental take is exceeded, if new information reveals effects of the action that may affect listed species or critical habitat in a manner or to an extent not considered in this opinion, if the action is subsequently modified in a manner that causes an effect to the listed species or critical habitat that was not considered in this opinion, and/or if a new species is listed or critical habitat designated that may be affected by the action.

Peter A. Stone
for Brooke Harper

Attachments

cc: ✓ Homestead Land Development Corporation
California Department of Fish and Game (Long Beach)
California Department of Fish and Game (Sacramento)
City of Lake Elsinore (Planning Department)
County of Riverside (Planning Department)
RECON

Literature Referenced

- Hogan. D. 1981. Supplementary biological report, Lakeridge Estates, Stephens' kangaroo rat survey phases II and III. Prepared for Campeau Corporation. California.
- O'Farrell, M., and C. Uptain. 1988. Unpublished draft on occupied habitat by the Stephens' kangaroo rat, Dipodomys stephensi, in California. California Department of Fish and Game.
- Price, M.V., and P.R. Endo. 1988. Estimating the distribution and abundance of a cryptic species, Dipodomys stephensi (Rodentia: Heteromyidae), and implications for management, University of California, Riverside. Unpublished Manuscript.



Figure 1



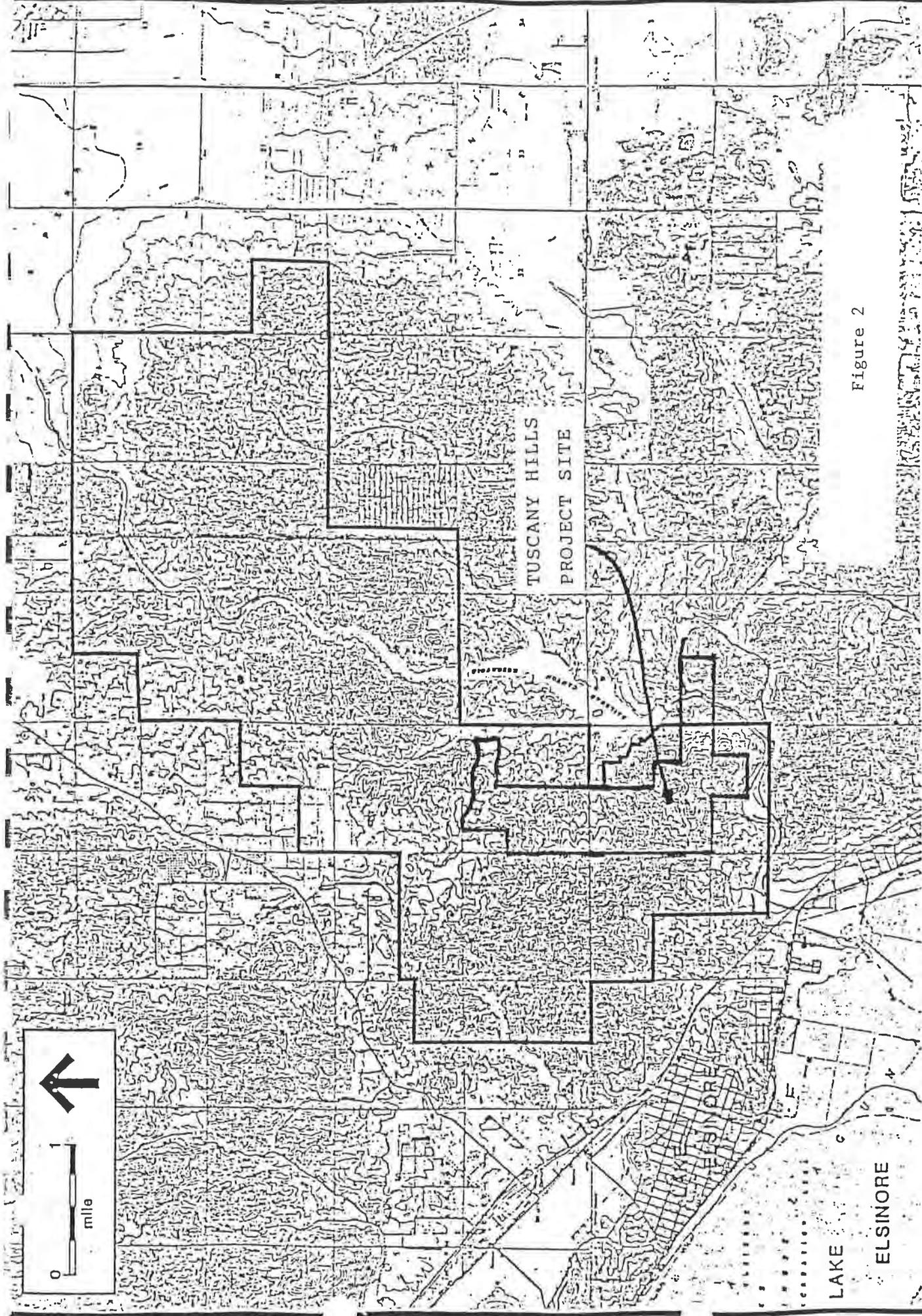
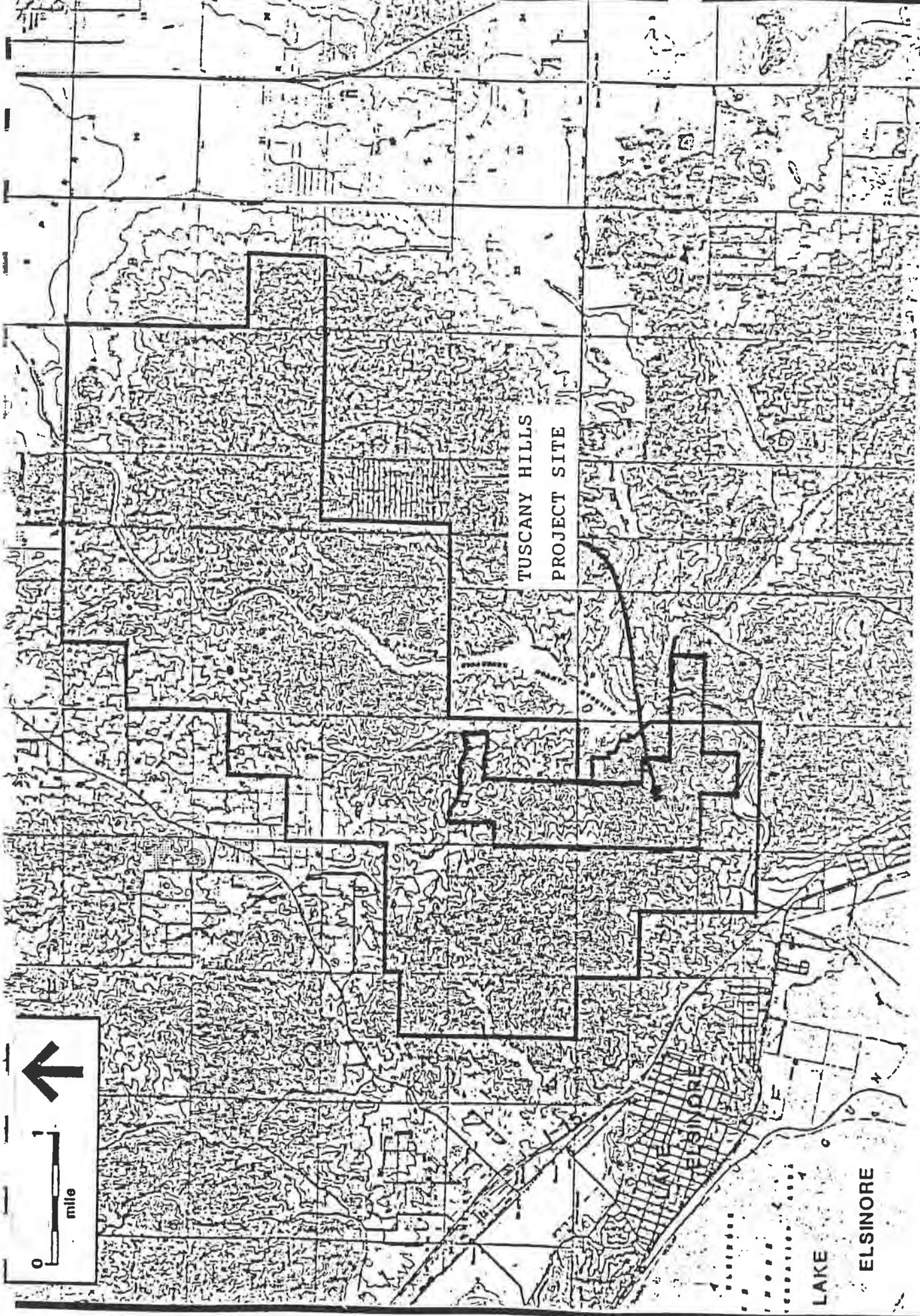


Figure 2

FIGURE 3. CANYON LAKE/KABIAN PARK STUDY AREA

RECØN



0 1 2
mile



TUSCANY HILLS
PROJECT SITE

LAKE
ELSINORE

FIGURE 3. CANYON LAKE/KABIAN PARK STUDY AREA

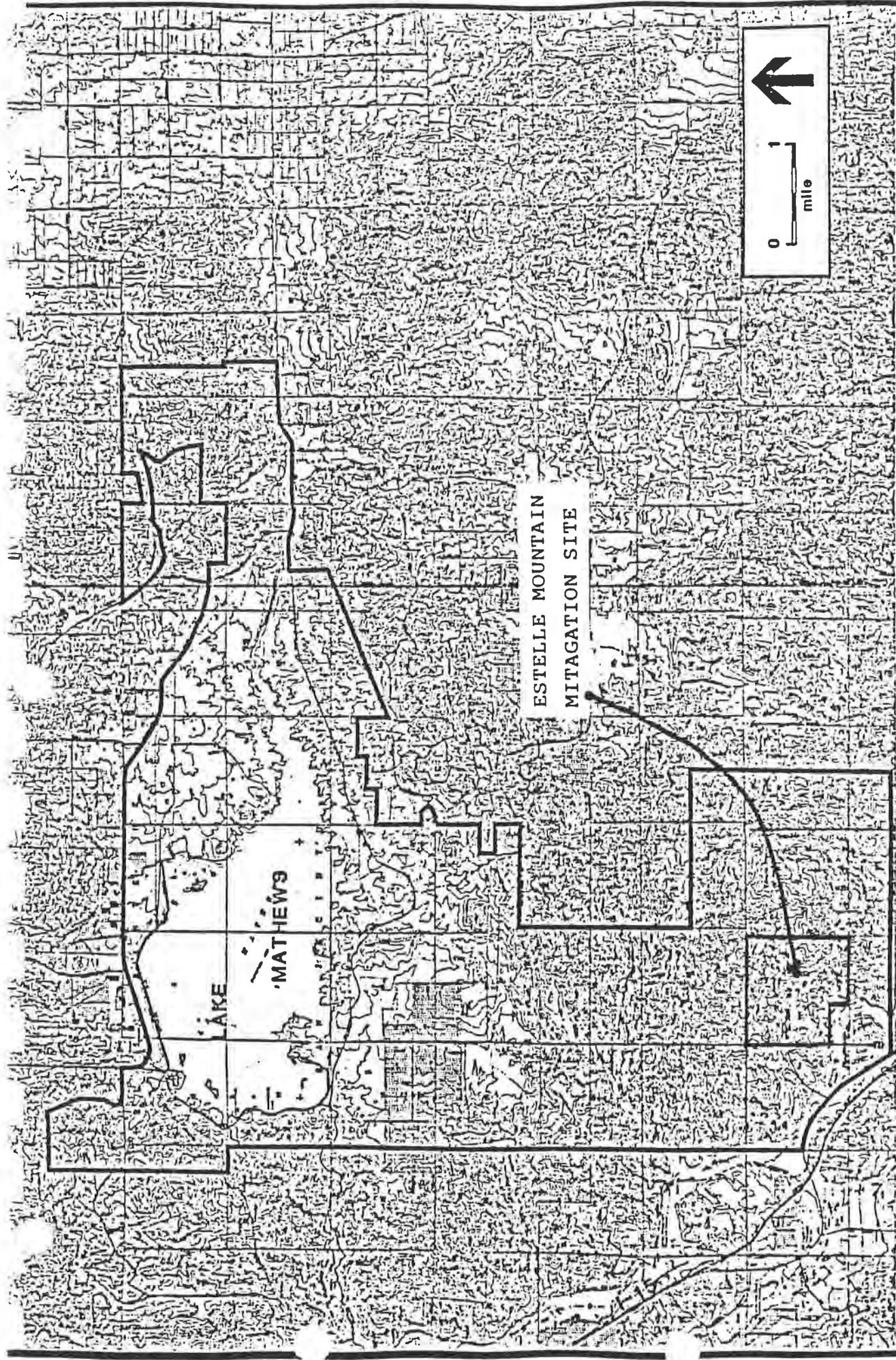


FIGURE 4 . LAKE MATHEWS/ESTELLE MOUNTAIN STUDY AREA

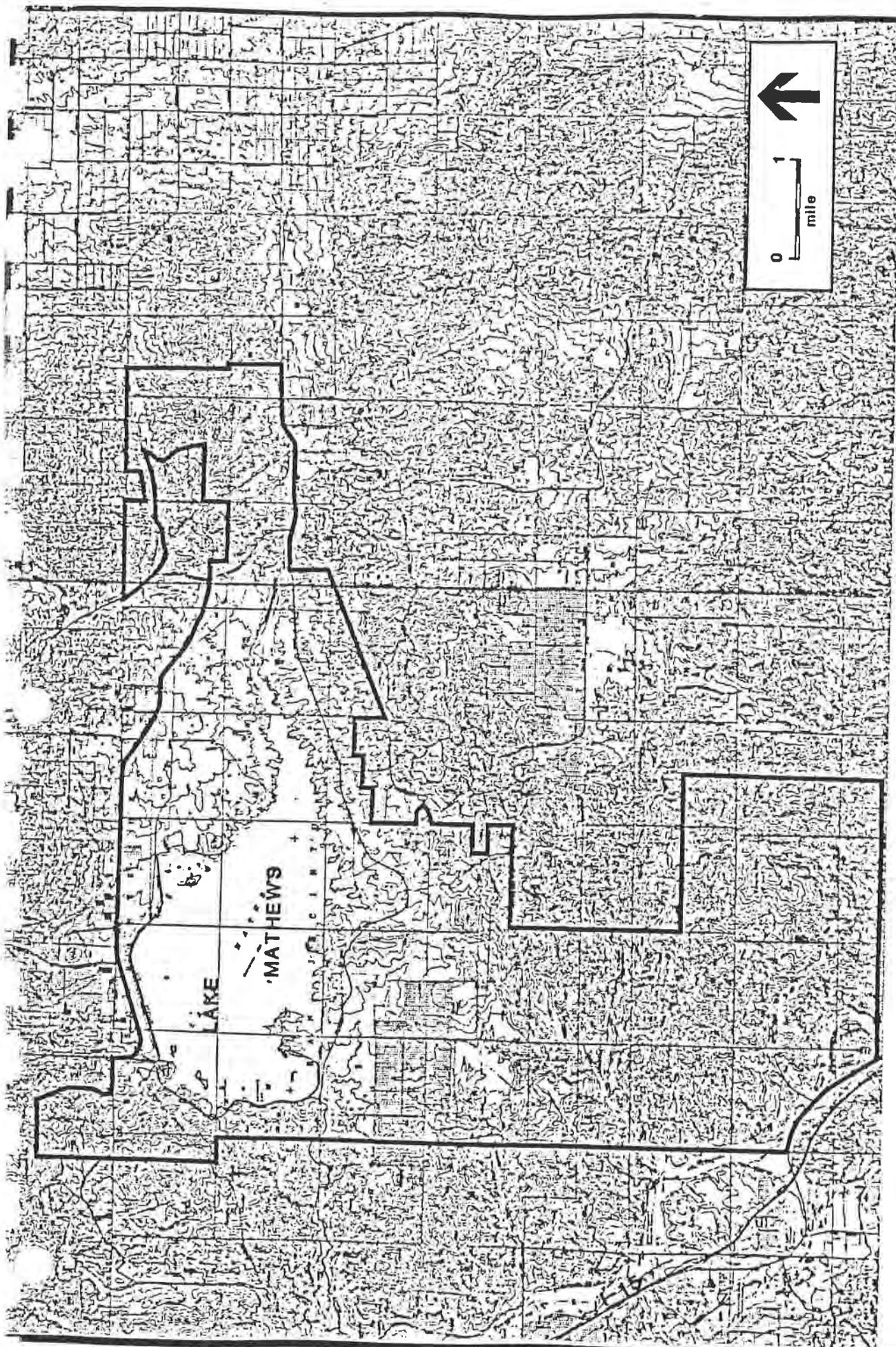


FIGURE 10. LAKE MATHIEWS/ESTELLE MOUNTAIN STUDY AREA

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

NOSSAMAN, GUTHNER, KNOX & ELLIOTT
650 TOWN CENTER DRIVE
SUITE 1250
COSTA MESA, CALIFORNIA 92626-1981
ATTN: ROBERT D. THORNTON, ESQ.

(Space above this line for Recorder's Use Only)

AGREEMENT AND DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS ON USE

THIS AGREEMENT AND DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS ON USE (this "Agreement") is made
as of this ____ day of _____, 1989 by and between
Homestead Land Development Corporation, a California
corporation ("Homestead") and the City of Lake Elsinore, a
municipal corporation ("City"):

R E C I T A L S

A. Homestead is the owner of Parcels _____ as
shown on Parcel Map No. _____ in the City of Lake Elsinore,
County of Riverside, State of California, as shown on a map
filed in Book _____, pages ____ through ____, inclusive, of Parcel
Maps in the Office of the County Recorder of Riverside County
(the "Tuscany Hills Development").

B. As a result of consultation pursuant to Section 7 of the Endangered Species Act ("ESA"), Homestead has entered into that certain Conservation Agreement with City and the United States Fish and Wildlife Service ("USFWS") regarding the Tuscany Hills Development and the endangered Stephens Kangaroo Rat ("SKR").

C. In compliance with the Conservation Agreement, Homestead has acquired that certain property, consisting of approximately Five Hundred Sixty (560) acres in the Estelle Mountain area more particularly described in Exhibit "A" hereto (the "Preserve Site"). In order to obtain City and USFWS approval for development of the Tuscany Hills Development, and to create regional open space which will assist in preservation of the SKR, the Conservation Agreement requires Homestead to convey the Preserve Site to City, subject to a perpetual use restriction limiting all uses of the Preserve Site to those which are consistent with the conservation and protection of the SKR and its habitat.

D. In addition to the conditions, covenants and restrictions created by this Agreement, the grant deed by which Homestead will convey the Preserve Site to City shall state

that it is subject to a condition subsequent that the Preserve Site not be used for any purpose or in any manner inconsistent with the conservation and protection of the SKR and its habitat.

NOW, THEREFORE, Homestead and City hereby agree that Homestead will transfer the Preserve Site to City subject to the covenants, conditions and restrictions affecting use contained herein, and Homestead and City hereby declare and establish the covenants, conditions and restrictions affecting use as follows:

ARTICLE I

RESTRICTIONS ON DEVELOPMENT AND USE

1.1 Restrictions on Development and Use. The development and/or use of the Preserve Site, or any portion thereof, shall be limited to uses permitted by law; provided, however, that no development and/or use shall be permitted within the Preserve Site unless such development and use is consistent with the conservation and protection of the SKR and its habitat.

ARTICLE II

ENFORCEMENT

2.1 Inspection Rights. Homestead, its successors and assigns, and/or its "agent" (as defined below), may, from time to time, at any reasonable time, enter upon and inspect the Preserve Site, or any portion thereof, including, but not limited to, any improvements thereon, to ascertain compliance with the covenants, conditions and restrictions contained herein, but without obligation to do so or liability therefor. For the purposes of this Agreement, Homestead's agent shall mean USFWS and any other person or entity designated as such in writing by Homestead.

2.2 Default and Remedies. In the event of any failure by City or its successors and assigns to comply with this Agreement, Homestead, its successors and assigns, and/or its agent may bring suit to enforce this Agreement. It is recognized that a breach by City or its successors and assigns of the covenants, conditions and restrictions contained in this Agreement may cause injury not compensable in money and that Homestead, its successors or assigns, and/or its agent, shall

be entitled to bring an action in equity or otherwise for specific performance to enforce compliance with this Agreement or for an injunction to enjoin the continuance of any breach thereof. The remedies described in this Section are in addition to, and not in lieu of, the right of reentry described in Section 2.4, and any other remedy allowed by law.

2.3 Waiver. No waiver by Homestead, its successors or assigns, and/or its agent, of a breach of this Agreement, and no delay or failure to enforce this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same. No waiver of any breach hereunder shall be implied from any failure or omission to take any action on account of such breach if such breach persists or is repeated, and no express waiver shall effect a breach other than as specified in said waiver.

2.4 Right of Reentry. The parties represent, warrant, acknowledge and agree that the grant deed by which Homestead will convey the Preserve Site to City shall be subject to a condition subsequent with a right of reentry. The condition subsequent shall provide that Homestead, or its

successors in interest, may enter and retake possession of the Preserve Site immediately upon the occurrence of the following circumstances or at any time thereafter:

- (a) The Preserve Site is used for any purpose or in any manner inconsistent with the conservation and protection of the SKR and its habitat; or

- (b) Homestead is unable to construct or operate the Tuscany Hills Development in the manner and time frames contemplated by Homestead as a consequence of (i) the Conservation Agreement, the Bureau of Land Management right-of-way grant (contemplated by Section 1.5 of the Conservation Agreement), or the USFWS biological opinion (dated May 31, 1989 regarding Formal Consultation 1-6-89-F-41), or any portion thereof, being enjoined or determined to be invalid or unenforceable, or (ii) the imposition of any further requirements, regulations or restrictions for the protection of the SKR.

The parties further represent, warrant, acknowledge, and agree that in the event of a breach of such condition subsequent, the right of reentry shall be in addition to, and not in lieu of, any of the remedies provided for herein or by law for breach of the covenants, conditions and restrictions created hereby, and no waiver by Homestead of any of the remedies available under this Agreement shall limit the right of reentry created by the grant deed. In the event that the right of reentry is exercised, this Agreement shall be void and of no further effect.

2.5 Covenant of Reconveyance. Upon the occurrence of any one of the circumstances permitting exercise of the right of reentry, the City, or its successors or assigns, shall execute a grant deed conveying the Preserve Site free and clear of restrictions to Homestead or its successors or assigns. In the event of reconveyance of the Preserve Site to Homestead or its successors or assigns, this Agreement shall be void and of no further effect. The reconveyance provision of this Section shall not limit the availability of any remedy provided herein or otherwise allowed by law (including, without limitation, the right of reentry provided in the grant deed), and the parties hereto agree that Homestead, its successors and assigns or

agents shall not be restricted in any manner in the selection of remedies or reconveyance alternatives.

ARTICLE III

GENERAL PROVISIONS

3.1 Term. This Agreement shall continue in full force and effect for a period commencing on the date of recordation hereof and continue in perpetuity, except that if the Preserve Site is reconveyed to Homestead, its successors or assigns, or the right of reentry is exercised, this Agreement shall be void and of no further effect.

3.2 Runs With Land. This Agreement shall operate as a covenant running with the land. City and its successors and assigns to the Preserve Site or any parcels located within the

Preserve Site shall be bound by the covenants, conditions and restrictions set forth in this Agreement, for the benefit of the Tuscany Hills Development. Any future conveyance by City or its successors and assigns shall reference this Agreement, and the covenants, conditions and restrictions set forth herein, in the documents evidencing such conveyance; provided, however, that no failure to reference this Agreement and the covenants, conditions and restrictions set forth herein in any future conveyance of all or any portion of the Preserve Site shall constitute a waiver or release hereof.

3.3 Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Preserve Site is and shall be conclusively deemed to have consented and agreed to the covenants, conditions and restrictions contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquires an interest in the Preserve Site.

3.4 Captions. The section headings or captions used herein are for convenience only and are not a part of this

instrument and do not in any way limit, define or amplify the scope or intent of the terms and provisions hereof.

3.5 Invalidity of Provision. If any provision or provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or illegal, the remaining provisions hereof and/or the application of such provision(s) to any person and/or any circumstance(s), other than those as to which it is held to be invalid, void or illegal, shall nevertheless remain in full force and effect to the maximum extent permitted by law and not be effected thereby.

3.6 California Laws Govern. This Agreement is made with respect to real property located in the State of California and shall be construed, interpreted and applied in accordance with the laws of the State of California.

3.7 Successors and Assigns. The terms, covenants, conditions and restrictions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed
this instrument as of the date first above written.

HOMESTEAD LAND DEVELOPMENT CORPORATION,
a California corporation

By: Richard L. Cook
Name: RICHARD L. COOK
Title: V.P./DIVISION MGR.

CITY OF LAKE ELSINORE,
a municipal corporation

By: Jim Winkler
Name: JIM WINKLER
Title: MAYOR

APPROVED AS TO FORM:

NOSSAMAN, GUTHNER, KNOX & ELLIOTT

By: _____

By: John R. Hagan
Name: John R. Hagan
Title: City Attorney

AHR:210

DRAFT
HR:210
3/23/89

State of CALIFORNIA

County of RIVERSIDE

} SS.

On this the 30th day of OCTOBER 1989, before me,

ROXANNE LOGAN

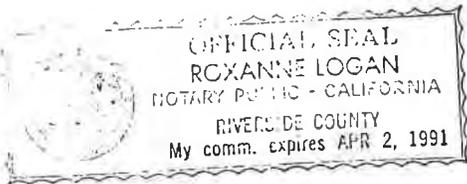
the undersigned Notary Public, personally appeared

RICHARD L. CROOK

personally known to me
 proved to me on the basis of satisfactory evidence
to be the person(s) who executed the within instrument as
VICE-PRESIDENT or on behalf of the corporation therein
named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

Roxanne Logan
Notary's Signature



ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document C.C.&R.

Number of Pages ELEVEN Date of Document 10-30-89

Signer(s) Other Than Named Above CITY OF L.E. & NOSSAMAN, GUTHNER, KNOX & ENLI

APPENDIX C:
CONDITIONS OF APPROVAL

PLANNING DIVISION
REPORT TO
PLANNING COMMISSION

Public Hearing
Tuscany Hills Specific Plan
Addendum to Canyon Lake Hills FEIR
Amended Development Agreement
December 6, 1989

PREPARED BY: Gary Thornhill
City Planner

OWNER/APPLICANT

Homestead Land Development Corporation
355 North Sheridan, Suite 117
Corona, California 91720

REQUEST

A request to approve the Tuscany Hills Specific Plan, a request to approve an addendum to the Canyon Lake Hills Final Environmental Impact Report, and a request to approve the Amended and Restated 1980 Development Agreement for Tuscany Hills.

SIZE AND LOCATION

The Specific Plan area is approximately 973 acres in size. Tuscany Hills is located entirely within the corporate limits of the City of Lake Elsinore and is generally bounded by Greenwald Street to the north, the Canyon Lake Community to the east, Interstate 15 and State Route 74 to the southwest and northwest, respectively (Exhibit I).

PROJECT HISTORY

Prior action related to site began in 1978 for the project, then known as the Canyon Lake Hills Planned Development. In 1979, a general plan amendment and preannexation zone change were filed; and in July 1979, an EIR was submitted to the City of Lake Elsinore with final certification in April 1980.

In May 1980, the City and Canyon Lake Hills developers signed a Development Agreement which stated the conditions, terms, standards, restrictions, regulations and requirements for the development.

In January 1981, the developers submitted Tentative Tract Map 17413 to cover the southern portion of the project. Subsequently, the City Council directed the new developer, ABC Heritage, to apply for a variance on requested street widths and building setbacks. After several revisions, Tentative Tract Map 17413, Revision 4, was finally approved by the Planning Commission in late 1987. Homestead Land Development Corporation (HLDC) purchased the property in 1988.

The Tuscany Hills project is now underway and a bridge is being constructed as well as the backbone roadway and utility system. A 1603 Agreement with the Department of Fish and Game was approved for the impacts on the river, but, at the time, no agreement was thought necessary for the project itself. When it was understood that permits would be required, HLDC met with the State Fish and Game Department to discuss the submittal of a project-wide permit program. After pursuing an update of the Biological Assessment, the formal submittal was made. The State has approved a permit contingent upon Fish and Wildlife approval.

Primary access to the Tuscany Hills development is planned to go directly through Bureau of Land Management (BLM) property. A right-of-way grant was acquired by the previous landowner from the BLM. The right-of-way grant was to the entity and did not run with the land. The documentation for assignment of this critical access link has been completed including the interagency consultation on the Stephens' Kangaroo Rat.

Section 7 of the Endangered Species Act requires Federal agencies to ensure that their actions are not likely to jeopardize species or result in the destruction or adverse modification of critical habitat. The Stephens' Kangaroo Rat has been listed as an endangered species since October 31, 1988. Section 7 imposes a duty to consult with the Secretary of the U. S. Fish and Wildlife Service on any action which may affect the listed species. The conference and consultation comprise an appraisal of the possible jeopardy to the species from the known projects. The Conservation Plan and addendum to the EIR support Section 7 requirements.

PROJECT DESCRIPTION

The preparation of the Specific Plan is not technically required for the project as it was previously approved by the City through the Development Agreement of 1980. The purpose of the Specific Plan is to "pull together" in one document, and to update and clarify, the numerous planning and processing studies and agreements that have occurred during the life of the Canyon Lake Hills/Tuscany Hills project.

The Tuscany Hills Specific Plan consists of 973 acres and contains a total of 2,000 dwelling units (Exhibit II). Open space is an essential element of the project. Approximately 170 acres of the southern portion of the site will be maintained in its natural condition. In addition, a 31-acre wildlife corridor has been incorporated into the design. Additionally, community parks, a lake, a school site, and private recreation areas are provided.

Single-family residential uses comprise 709 acres. Parks, private recreation areas, open space, the wildlife corridor and lake area comprise approximately 253 acres. This acreage, plus approximately 88 acres of manufactured slopes adjacent to major arterials and interior slopes, will make up the 35 percent open space requirement identified in the Development Agreement of 1980.

A statistical summary of the Tuscany Hills Land Use Plan is provided below:

TUSCANY HILLS SPECIFIC PLAN
 STATISTICAL SUMMARY

PLANNING AREA	LAND USE	GROSS ACRES	DWELLING UNITS
1a	Single Family	92.32	
1b ¹	Single Family (c)	483.92	355
1c	Single Family	132.82	1,391
2a	Park		254
2b	Park	5.3	--
3a ³	Private Recreation (c)	3.2	--
3b	Private Recreation	4.3	--
4	School	6.8	--
5a	Open Space	10.9	--
5b	Open Space	117.2	--
5c	Open Space	5.2	--
5d	Open Space	5.0	--
5e	Open Space	9.4	--
5f	Open Space/Park	1.8	--
6	Wildlife Corridor	37.4	--
7	Lake	30.9	--
		<u>26.5</u>	<u>--</u>
Total		972.9	2,000

- ¹Commercial overlay comprises 15.2 acres
- ²Includes landscaped slopes along major streets
- ³Commercial overlay comprises 4.3 acres

A benchmark policy of 2 dwelling units per acre within the mountainous terrain surrounding the City and lake areas has been established for current and proposed projects. This benchmark ensures adequate open space and residential densities more in keeping with the character of outlying areas and the City's image as a low density community. The overall residential density of the Tuscany Hills Specific Plan is approximately 2.06 dwelling units per acre. The 1980 Development Agreement provided for the development of a maximum of 2,000 dwelling units.

Development standards (Chapter 8) and design guidelines (Chapter 9) are included within the Specific Plan for each type of land use. Project Implementation (Chapter 10), and Development Phasing (Chapter 12) are also discussed in the Specific Plan.

ADDENDUM TO THE ENVIRONMENTAL IMPACT REPORT

In 1980, the City of Lake Elsinore certified a Final Environmental Impact Report for Canyon Lake Hills. Included in that FEIR and the subsequent addendum thereto, was an analysis of the potential environmental effects associated with the subsequent development of that property to include 2,000 single- and multi-family dwelling units, a neighborhood commercial center, and associated recreational, institutional and open space uses.

The Tuscany Hills Specific Plan was prepared to define and further regulate the development of the property in accordance with the City's policies in effect at the time of the 1980 Development Agreement and subsequent approvals related to Tuscany Hills. This addendum to the FEIR has been prepared to: 1) provide an environmental basis for the adoption of the proposed specific plan, and 2) to analyze the differences between the proposed project and the approved plan (as contained in the FEIR) for the purpose of identifying any potential environmental impacts resulting from the differences between those plans. Further, this addendum provides the necessary environmental clearance for the adoption of the conservation agreement.

The environmental analysis completed has indicated there are no new significant environmental impacts which will occur as a result of the modifications to the approved plan resulting from implementation of the Tuscany Hills Specific Plan. No substantial changes have occurred with respect to the circumstances under which the project has been undertaken, and no new information of substantial importance to Tuscany Hills has become available that was not discussed in the FEIR. Several mitigation measures will be adopted as part of the Conservation Agreement to reduce the impact of the Tuscany Hills project on the Stephens' Kangaroo Rat to a level of insignificance, including the purchase of over 600 acres of land by HLDC for permanent Stephens' Kangaroo Rat reserves, which are included as part of the addendum to the FEIR.

DEVELOPMENT AGREEMENT AMENDMENT

Several deficiencies in the Development Agreement of 1980 have also been resolved by the proposed amendment. The amendment is primarily procedural in nature, intended to clarify City policies and to resolve potential problems with lack of definition of several issues in the 1980 Development Agreement. They do not include physical and/or content changes to the project.

ISSUES

As stated previously, the purpose of the Specific Plan is to clarify issues with respect to the development of Tuscany Hills. These issues have been resolved through the Specific Plan. Three critical issues to the City of Lake Elsinore, which are addressed in the Specific Plan, are summarized as follows:

1. Project Phasing:

The Tuscany Hills master planned community is estimated to be phased over a five-year period in response to market demand and a logical extension of public infrastructure improvements. Phase 1 consists of the development of approximately 541 units. These units are associated with the installation of the major secondary arterial serving the site from the south to the second local collector intersection and the construction of this collector easterly to the San Jacinto River. The associated utility improvements will follow the circulation improvements.

Phase 2 consists of the majority of the remaining arterial and collector systems in the southern half of the project and a temporary emergency connection of the major secondary arterial to Greenwald at the northern boundary of the project. Phases 3 and 4 include the balance of the residential streets in the northern half of the project area, including the permanent extension of the secondary arterial to Greenwald.

All infrastructure will be available prior to certificates of use and occupancy.

2. Project Financing:

The funding techniques to finance the public improvements and public services incidental to the development of Tuscany Hills are summarized as follows:

- a. Assessment Districts - Homestead Land Development Corporation has constructed certain improvements to be acquired by the City. In order to pay for the cost of constructing and acquiring the improvements the City has undertaken and completed proceedings for the formation of Assessment District No. 89-1 and issuance of bonds representing unpaid assessments.
- b. Community Facilities District - Under the Mello-Roos Community Facilities Act of 1982, proceedings will be undertaken for the formation of two (2) or more Community Facilities Districts to encompass the lands within Tuscany Hills (the "CFD"). Within each CFD, a special tax and issuance of bonds will be authorized. The special tax will be levied annually to pay for the cost of public services; to pay principal of and interest on bonds issued to finance public improvements; and to pay for incidental and administrative expenses in connection with the foregoing. In January 1988, the City and Homestead entered into an acquisition agreement for Railroad Canyon Road.
- c. Landscaping and Lighting District - Under the Landscaping and Lighting Act of 1972, proceedings will be undertaken for the formation of two or more Landscaping and Lighting Districts (LLD) to encompass the lands within Tuscany Hills. Within each LLD, a special assessment will be authorized to be levied annually to pay for the costs of maintenance and servicing of street lighting, landscaping and other improvements authorized in the proceedings for formation of the LLD, including acquisition of land for park, recreational and open space purposes, together with incidental and administrative expenses.

3. Fiscal Impact of the Tuscany Hills Project:

A fiscal impact report for the Canyon Lake Hills project was prepared in October of 1987. This report concluded the following:

- a. The Canyon Lake Hills project can have an overall positive fiscal impact to the City, School and Special Districts over its 10-year development period.
- b. The property tax increment that could accrue to the City's Community Redevelopment Agency over the Project's development period, assuming the project remains in the redevelopment district, totals \$13,212,000. By buildout, the annual property tax increment is \$2,936,000 (in 1987 dollars).
- c. Assuming that operating costs will be equivalent to those experienced in cities of comparable size, the project will generate for the City by buildout net revenues totalling \$1,901,673, with \$422,594 per year (in 1987 dollars).

4. Front Yard Setbacks:

The Specific Plan proposes front yard setbacks as little as 5'. Staff does not support the 5' setback because at the time the Development Agreement was signed in 1980, the front yard required setback was 20'.

HLDC is requesting the ability to have 5' setbacks on a limited basis, subject to the approval of the Community Development Director. Although the entire project has been designed anticipating 20' front yard setbacks, at final design there may be a need for flexibility, especially in hillside areas to accommodate the project as designed. Conditions of approval on setback requirements have been developed which allow the developer less than 20' setbacks under certain circumstances.

5. Lot Size:

The Specific Plan proposes minimum lot sizes of 4,000 square feet. Staff does not support the 4,000 square foot lots because at the time the 1980 Development Agreement was signed, the minimum lot size was 6,000 square feet.

HLDC has requested a minimum lot size of 4,000 square feet as a tradeoff for not developing any multi-family development as allowed in the 1980 Development Agreement. According to HLDC, the ability to create 4,000 square foot lots will assist HLDC in defraying the higher than normal improvement costs that result from developing single-family rather than multi-family development. Conditions of approval governing lot sizes have been developed which allow minimum lot sizes of less than 6,000 square feet under certain circumstances.

6. Local Street Widths:

The Specific Plan proposed a 40' right of way with 28' from curb to curb for single-loaded streets. Staff does not support the proposed single-loaded street standards as they do not comply with the City's standards for single-loaded streets which require a 50' right of way, with 36' from curb to curb. Staff is concerned that the reduced standard would limit on-street parking. HLDC was granted the ability to develop 40' right of way streets as part of Tentative Tract Map 17413, Revision 4, and the southern part of Tuscany Hills is currently being developed with 40' right-of-way streets.

HLDC has had a traffic consultant analyze the 40' streets. The consultant has recommended that development abutting the 28' single-loaded width should provide driveway lengths adequate for off-street parking without overhanging the sidewalk adjacent to the curb (20' minimum driveway width). HLDC is willing to abide by this, and the other recommendations provided by the traffic consultant. Conditions of approval for local street widths have been developed which allow right-of-way widths of less than 50' under certain circumstances.

7. Cul-de-Sac Lengths:

The Specific Plan proposes a maximum cul-de-sac length of 1000'. Staff does not support this because at the time of the 1980 Development Agreement was signed, the maximum cul-de-sac length allowed was 600'. Staff is concerned about circulation and safety issues with respect to the 1000' cul-de-sac. Circulation planning standards contain guidelines to limit the amount of development on cul-de-sacs to control traffic generation. It is also important that fire trucks have the ability to safely access cul-de-sacs.

To HLDC and their traffic consultant, the fire department's concern is not with the length of cul-de-sacs but rather with the ability to turn fire vehicles around at the end of the cul-de-sac. This concern relates to the turning radius that can be accommodated at the end of the cul-de-sac. HLDC will provide a sufficient turn-around radius to accommodate fire trucks. With respect to the circulation issue, HLDC has questioned the 600' length standard's relationship to single-loaded streets which have fewer homes and therefore less traffic. Thus, the cul-de-sacs on these streets should be able to be constructed to a greater length than 600'. Conditions of approval for cul-de-sac lengths have been developed which allow 1000' lengths under certain circumstances.

8. Master Entry Sign Program:

The Engineering Department has request that a condition of approval be added to the attached conditions which would require the developer to contribute toward the City Master Entry Sign Program.

The developer is opposed to this condition because it would add a requirement that was not contemplated by the 1980 development agreement, and would, therefore violate the 1980 development agreement.

9. Use of Redevelopment Funds For School:

A few months ago, City staff indicated that redevelopment assistance would be offered to the School District in the amount of approximately \$2 million in order to bring the school facility on line earlier.

The developer feels that since all of Tuscany Hills is within a redevelopment project area, and as such, will be generating a substantial amount of tax increment, that redevelopment agency funds should be utilized for the school.

Although this is a Redevelopment Agency issue, the Planning Commission may wish to offer its recommendations on this issue to the City Council/Redevelopment Agency.

RECOMMENDATION:

It is recommended that the Planning Commission recommend to the City Council approval of the Tuscany Hills Specific Plan, approval of the Amended and Restated Development Agreement of 1980 between the City and Homestead Land Development Corporation for the Tuscany Hills project, and approval of the addendum to the Canyon Lake Hills Final Environmental Impact Report.

FINDINGS:

Based upon the Staff Report and with reference to the Tuscany Hills Specific Plan and Conditions of Approval, the following findings are proposed:

1. This request is anticipated to result in several significant adverse environmental impacts associated with the development of the site. These impacts are described in the Canyon Lake Hills Final Environmental Impact Report and subsequent addendums to that FEIR.
2. This request will result in significant environmental impacts associated with loss of habitat, traffic circulation, degradation of air quality and a substantial contribution to the cumulative impacts of area-wide urban development which may be partially mitigated but are anticipated to remain significant upon development of the site as allowed under the General Plan. Impacts of the Tuscany Hills Specific Plan are found to be acceptable due to benefits derived from the project, specifically the provision of quality housing opportunities by the City, the anticipated increase in local government revenues generated by project residents and the provision of significant infrastructure improvements, all of which are expected to support local commercial and industrial development efforts and generate measurable benefits to the local economy.
3. The Tuscany Hills Specific Plan meets the Specific Plan criteria for content and systematic implementation of the General Plan established by Section 65450 of the California Government Code and Section 17.99 of the City of Lake Elsinore Municipal Code.
4. The Tuscany Hills Specific Plan and Amended and Restated Development Agreement will not be detrimental to the health, safety, comfort or general welfare of the persons residing or working within the neighborhood of the project area, nor will it be injurious to the property or improvements in that area or the City as a whole, based upon the provisions of the Plan, mitigation measures and Conditions of Approval.

RESOLUTION NO. 89-14

RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF LAKE ELSINORE RECOMMENDING
CERTIFICATION OF ENVIRONMENTAL DOCUMENTS
FOR THE TUSCANY HILLS DEVELOPMENT

WHEREAS, the City Council of the City of Lake Elsinore (the "City") has previously certified an Environmental Impact Report No. SCH 79082906 (the "EIR") with respect to the Tuscany Hills Development (the "Project"); and

WHEREAS, Homestead Land Development Corporation (the "Developer"), as developer of the Project, subsequently entered into consultation with the United States Fish and Wildlife Service regarding a Conservation Plan for Stephens' Kangaroo Rat habitat, to be implemented by a Conservation Agreement among the City, the Developer, and the United States Fish and Wildlife Service (the "Conservation Agreement") and an Agreement and Declaration of Covenants, Conditions and Restrictions on Use ("Declaration of Covenants"); and

WHEREAS, the City has caused an Addendum (the "Addendum") to the EIR to be prepared which addresses the technical changes to the Project associated with the execution, delivery and performance of the Conservation Agreement and Declaration of Covenants, and which addresses the technical changes to the Project associated with the conversion of the Project from mixed single- and multi-family development to a single-family development; and

WHEREAS, the Planning Commission has reviewed the EIR and the Addendum, each prepared in accordance with the California Environmental Quality Act (CEQA), and has considered the information contained therein and in the other documents referred to therein; and

WHEREAS, the Planning Commission will contemporaneously recommend that the City Council approve a Specific Plan, an Amended and Restated Development Agreement, the Declaration Covenants and the Conservation Agreement related to the Project.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission that:

The Planning Commission hereby recommends that the City Council certifies that the Addendum has been prepared in accordance with the requirements of the California Environmental Quality Act and the City's CEQA Guidelines.

PASSED AND ADOPTED this 13th day of December, 1989, by the following called vote:

AYES: COMMISSIONERS: Brinley, Saathoff, Wilsey and Brown

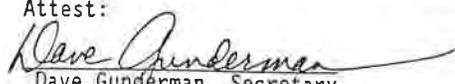
NOES: COMMISSIONERS: None

ABSENT: COMMISSIONERS: Gilenson

ABSTENTIONS: COMMISSIONERS: None

By: 
Jeff Brown, Chairman
Lake Elsinore Planning Commission

Attest:


Dave Gunderman, Secretary
to Planning Commission

RESOLUTION NO. 89-13

RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF LAKE ELSINORE RECOMMENDING
APPROVAL OF A SPECIFIC PLAN FOR THE
TUSCANY HILLS DEVELOPMENT AND MAKING
CERTAIN FINDINGS WITH RESPECT THERETO

WHEREAS, the City Council of the City of Lake Elsinore (the "City") has previously certified an Environmental Impact Report No. SCH 79082906 (the "EIR") with respect to the Tuscany Hills Development (the "Project"); and

WHEREAS, Homestead Land Development Corporation (the "Developer"), as developer of the Project, subsequently entered into consultation with the United States Fish and Wildlife Service regarding a Conservation Plan for Stephens' Kangaroo Rat habitat, to be implemented by a Conservation Agreement among the City, the Developer, and the United States Fish and Wildlife Service (the "Conservation Agreement") and an Agreement and Declaration of Covenants, Conditions and Restriction on Use ("Declaration of Covenants"); and

WHEREAS, the City has caused an Addendum to the EIR to be prepared which addresses the technical changes to the Project associated with the execution, delivery and performance of the Conservation Agreement and Declaration of Covenants, and which addresses the technical changes to the Project associated with the conversion of the Project from a mixed single and multi-family development to a single-family development; and

WHEREAS, the Planning Commission reviewed the EIR and the Second Addendum thereto, each prepared in accordance with the California Environmental Quality Act (CEQA), and has considered the information contained therein and in the other documents referred to therein; and

WHEREAS, the Planning Commission has recommended that the City Council certify the Addendum to the EIR and has made the findings required by Section 15091 (a) of the State CEQA Guidelines, attached hereto as Attachment A; and

WHEREAS, the Planning Commission is contemporaneously recommending that the City Council approve the Amended and Restated 1980 Development Agreement, the Conservation Agreement and the Declaration of Covenants relating to the Project.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission that:

Based upon the findings adopted hereby by the Planning Commission with regard to the approval of the Project, attached hereto as Attachment A, the Planning Commission hereby (i) finds that the Specific Plan for the Project area attached hereto as Exhibit D is consistent with the General Plan of the City, (ii) finds that the adoption of the Specific Plan is in the public interest, (iii) recommends that the City Council adopt the Specific Plan, and (iv) recommends that the City Council adopt the Mitigation Monitoring Program contained in Appendix 15 to the Specific Plan.

PASSED AND ADOPTED this 13th day of Decemeber, 1989, by
the following called vote:

AYES: COMMISSIONERS: Brinley, Saathoff, Wilsey and
Brown

NOES: COMMISSIONERS: None

ABSENT: COMMISSIONERS: Gilenson

ABSTENTIONS: COMMISSIONERS: None

By: 
Jeff Brown, Chairman
Lake Elsinore Planning Commission

Attest:


Dave Gunderman, Secretary
to Planning Commission

FINAL ENVIRONMENTAL IMPACT REPORT SCH #79082906, AS AMENDED
(SPECIFIC PLAN, AMENDED AND RESTATED
DEVELOPMENT AGREEMENT AND CONSERVATION AGREEMENT
FOR TUSCANY HILLS DEVELOPMENT PROJECT)

STATEMENT OF OVERRIDING CONSIDERATIONS

Upon review of the Final EIR SCH #79082906, as amended, the City Council has identified certain unavoidable adverse significant environmental effects of approving the Specific Plan, the Amended and Restated 1980 Development Agreement, the Declaration of Covenants and the Conservation Agreement for the Tuscany Hills Development Project ("the Project"). Sections 15093 and 15183 of the CEQA Guidelines and the City's CEQA Guidelines require the City to balance the benefits of a proposed project against its unavoidable environmental risks in determining whether the Project should be approved. If the decision-maker concludes that the benefits of the project outweigh the unavoidable adverse environmental effects, the effects may be considered acceptable.

The City Council has identified four separate unavoidable adverse environmental impacts. These are:

- (1) Topography - The Project will alter the topography of the Project site. Grading of home sites will level some of the ridge and hilltop areas within the Project site, and many smaller canyons will be filled.
- (2) Seismic Impacts - The Project site is approximately one-half mile (at its closest) from the Elsinore Fault Zone, and is relatively proximate to the Glen Ivy Fault, the Willard Fault and the Wildemare Fault. Additionally, the Project site is approximately 20 miles from the San Jacinto Fault and approximately 30 miles from the San Andreas Fault. The study performed by GeoSoils, Inc. indicates that the Project site may be subject to an earthquake of magnitude 6.0 or greater during the next 50 years. Earthquakes of such magnitude could cause damage to residential units.
- (3) Air Quality - The City and the Project site are within a region which is a non-attainment area for ozone and particulate matter (PM-10). The Project (and other proposed developments) will adversely impact both local and regional air quality during the construction phase and during

7

the lifetime of the completed Project. Construction activities will generate on-site fumes and odors from construction machinery, as well as exposing a large area of bare earth to wind which may result in the generation of significant amounts of dust. These construction impacts may be expected during all phases of construction, but will be short-term impacts in nature. Long-term impacts and cumulative impacts will result from vehicular traffic associated with the Project (and other proposed developments), off-site electricity production, and on-site consumption of natural gas and other sources such as fireplaces.

- 7
- (4) Biological Environment. The site contains various types of habitats having some biological value: coastal-inland and coastal sage scrub; riparian woodlands; and brushy slopes and Bosanko clay exposures. Within the sage scrub habitat, the presence of the Stephens' Kangaroo Rat (a federal endangered species) has been identified. Riparian habitat exists along some drainage areas (San Jacinto River tributaries). Development of the Project will result in the removal of roughly 2/3rds of the existing coastal sage scrub habitat from the Project site. As this habitat is removed during construction phases, associated on-site wildlife (including the Stephens' Kangaroo Rat) will decline as individuals are either destroyed or displaced to adjacent habitat areas. Displaced individuals will crowd and disrupt adjacent local populations temporarily until competition and predation return populations to habitat carrying capacity levels. Wide ranging mammals and birds of prey will no longer be able to use the Project site for foraging activities. Certain sensitive avian species, including the golden eagle, the white-tailed kite, the red shouldered hawk, osprey and the California black-tailed gnatcatcher, may frequent certain areas of the Project site. Further, development of the Project will constitute an incremental loss in vegetation and wildlife resources which, when considered with other development projects scheduled or contemplated for development within the City of Lake Elsinore area, contribute to a cumulative loss of biological resources from the area.

Each of these effects is lessened by the mitigation measures suggested in the EIR, as amended, which measures will be required and incorporated into the Project.

Here, the City Council of Lake Elsinore does find that the benefits flowing to the City and its residents from the Project outweigh the significant adverse environmental effects which remain after the Project's mitigation measures are implemented and that the aforementioned, unavoidable significant effects are acceptable, based on the following overriding considerations:

- (1) The Project will result in the provision of an additional 2,000 units of housing in the Lake Elsinore area, which will help to partially satisfy the large demand for housing units in this area, and will further advance the City's housing goals contained in its General Plan.
- (2) The development of the Project under the Specific Plan District designation within the City limits will allow the City of Lake Elsinore to control the development of an additional 2,000 residential units within the City limits and within its sphere of influence.
- (3) Development of the Project, in accordance with the terms of the Conservation Plan and the Conservation Agreement, will result in the provision of significant amounts of higher quality acreage of Stephen's Kangaroo Rat habitat. This additional acreage will be superior to the quality of the habitat which will be destroyed as a result of the development of the Project, and will enhance the long-term survivability of the Stephen's Kangaroo Rat.
- (4) Development of the Project will result in additional tax revenues for the City.

ATTACHMENT A TO RESOLUTION
8913

TABLE OF CONTENTS

FINDINGS AND FACTS IN SUPPORT OF FINDINGS
ADOPTED BY THE PLANNING COMMISSION OF THE
CITY OF LAKE ELSINORE
REGARDING THE ENVIRONMENTAL IMPACT REPORT
FOR THE HOMESTEAD LAND DEVELOPMENT
CORPORATION TUSCANY HILLS DEVELOPMENT PROJECT
(SPECIFIC PLAN, AMENDED AND RESTATED DEVELOPMENT
AGREEMENT AND CONSERVATION AGREEMENT)
FINAL EIR SCH NO. 79082906, AS AMENDED
AS ADOPTED BY THE PLANNING COMMISSION
ON DECEMBER , 1989

1. FINDINGS REGARDING SIGNIFICANT EFFECTS THAT CANNOT FEASIBLY BE MITIGATED TO A LEVEL OF INSIGNIFICANCE
 - 1.1 Topography
 - 1.2 Seismic Impacts
 - 1.3 Air Quality
 - 1.4 Biological Environmental
2. POTENTIAL ENVIRONMENTAL EFFECTS WHICH ARE NOT SIGNIFICANT OR WHICH CAN BE MITIGATED TO A LEVEL OF INSIGNIFICANCE
 - 2.1 Geology and Soils
 - 2.2 Hydrology and Flood Control
 - 2.3 Climate
 - 2.4 Cultural Resources
 - 2.5 Land Use, Zoning and General Plan
 - 2.6 Traffic and Circulation
 - 2.7 Public Services and Utilities
 - 2.8 Energy Conservation

FINDINGS AND FACTS IN SUPPORT OF FINDINGS
ADOPTED BY THE PLANNING COMMISSION OF THE
CITY OF LAKE ELSINORE
REGARDING THE ENVIRONMENTAL IMPACT REPORT
FOR THE HOMESTEAD LAND DEVELOPMENT CORPORATION
TUSCANY HILLS DEVELOPMENT
(SPECIFIC PLAN, AMENDED AND RESTATED
DEVELOPMENT AGREEMENT AND CONSERVATION AGREEMENT)
FINAL EIR SCH. NO. 79082906, AS AMENDED

The State Guidelines ("Guidelines") promulgated pursuant to the California Environmental Quality Act ("CEQA") provide as follows (Guidelines Section 15091):

- (a) No public agency shall approve or carry out a project for which an EIR has been completed which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:

- (1) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the final EIR.

[This finding shall be referred to as "finding (1)."]

- (2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

[This finding shall be referred to as "finding (2)."]

- (3) Specific economic, social or other considerations make infeasible the mitigation measures or project alternatives identified in the final EIR.

[This finding shall be referred to as "finding (3)."]

- 2.9 Growth Inducing Impacts
- 2.10 Cumulative Impacts
- 3. FINDINGS REGARDING ALTERNATIVES
 - 3.1 No Project Alternative
 - 3.2 Decreased Overall Density Alternative
 - 3.3 Increased Overall Density Alternative
- 4. FINDINGS REGARDING MITIGATION MONITORING PROGRAM
 - 4.1 Requirement of Mitigation Monitoring Program

Findings required for residential projects are further explained in Guidelines Section 15183.

The Environmental Impact Report ("EIR") for the Tuscan Hills residential project ("Project") proposed by Homestead Land Development Corporation identifies significant effects on the environment which may occur as a result of the Project. Section 1 of this Attachment identifies the significant environmental effects of the Project which cannot feasibly be mitigated to a level of insignificance. Section 2 sets forth potential environmental effects of the Project which are not significant because of the design of the Project or which can feasibly be mitigated to a level of insignificance. Section 3 provides findings regarding the alternatives discussed in the EIR. Section 4 contains findings regarding the Mitigation Monitoring Program for the Project.

The findings set forth in each section are supported by facts established in the administrative record of the Project.

1.

FINDINGS REGARDING SIGNIFICANT EFFECTS
THAT CANNOT FEASIBLY BE MITIGATED
TO A LEVEL OF INSIGNIFICANCE

The City has determined that EIR mitigation measures and proposals included as part of the Project will result in a substantial mitigation of the following effects, but that these effects cannot feasibly be mitigated to a level of insignificance.

1.1 Topography.

1.1.1 Significant Effect: The Project will moderately alter the topography of the Project site. Grading of home sites will level some of the ridge and hilltop areas, and many smaller canyons will be filled.

Findings: The City hereby makes findings (1) and (3).

Facts in Support of Findings: The following measures will result in a substantial reduction of the adverse impacts of the identified significant effect.

(a) The larger lots in the southern portion of the site will help reduce topographic changes to the steeper slopes in this area.

(b) All City ordinances related to grading will be followed to minimize topographic changes.

(c) Grading and earthwork improvements will be balanced on-site.

(d) To the maximum extent feasible, grading activities will conform the existing land contours.

(e) Approximately 170 acres within the southern portion of the Project site will remain in their natural and ungraded state. Further, the estate lots to be developed in the southern half of the Project will encompass 57 acres on which only limited grading will occur. Approximately 33 acres in the northern portion of the Project site will be left as open space in its natural state, another 34 acres in the northern portion will be developed for park, recreation and lake uses and a 31 acre wildlife corridor.

(f) Single-loaded streets will be utilized to help maintain the natural land form.

1.2 Seismic Impacts:

1.2.1 Significant Effect: Due to the large number of fault zones in the State of California, and within or nearby the City, the Project and all surrounding areas are in proximity to a number of significant fault areas. The Project site is approximately 1/2 mile at its closest from the Elsinore Fault Zone, and is relatively proximate to the Glen Ivy Fault, the Willard Fault and the Wildomare Fault. Additionally, the Project site is approximately 20 miles from the San Jacinto Fault and approximately 30 miles from the San Andreas Fault. A study performed by GeoSoils, Inc. indicates that the Project site may be subject to an earthquake of magnitude 6.0 or greater during the next 50 years. Earthquakes of such magnitude could cause damage to residential units.

Findings: The City hereby makes findings (1) and (3).

Facts in Support of Findings: The following measures will result in a substantial reduction of the adverse impacts of the identified significant effect.

(a) The design of fill slopes and embankments will be sufficient to minimize earthquake impacts. Proper design, compaction and construction will

reduce the potential for landslide impacts on manmade slopes.

(b) All proper design criteria will be employed to minimize potential impacts to and from local geologic formations. All seismic building requirements will be met to reduce or eliminate impacts from seismic activity on structures. Proper engineering will ensure foundation integrity against differential settling.

1.3 Air Quality

1.3.1 Significant Effect: The City and the Project site are within a region which is a nonattainment area for ozone and particulate matter (PM-10). The Project will adversely impact both local and regional air quality during the construction phase and during the lifetime of the completed Project. Construction activities will generate on-site fumes and odors from construction machinery, as well as exposing a large area of bare earth to wind which may result in the generation of significant amounts of dust. These construction impacts may be expected during all phases of construction, but will be short-term impacts in nature. Long term impacts will result from vehicular traffic associated with the Project, off-site electricity production, and on-site consumption of natural gas and other sources such as fireplaces.

Findings: The City hereby makes findings (1), (2) and (3).

Facts in Support of Findings: The following measures will result in a substantial reduction of the adverse impacts of the identified significant effect.

(a) Dust generation will be controlled by watering areas prior to and during grading. Landscape vegetation will be introduced as soon as construction is completed.

(b) The number of vehicle miles traveled for home-to-work trips may be reduced by: 1) various governmental efforts to induce more employers to locate in the Tri-Community Area to reduce trip length; and 2) governmental efforts to provide bus service from the Project area to employment centers in surrounding areas.

(c) The developer will provide information concerning the Cal-Trans ride-sharing program to new home buyers at its sales office.

(d) The neighborhood commercial center will provide for a portion of the retail needs of the Project residents.

(e) The Project developer will use energy conserving design and construction techniques as required under State law and will comply with the requirements of Title 24 of the California Code of Regulations.

(f) The Project is in compliance with the South Coast Air Quality Management Plan.

1.4 Biological Environment

1.4.1 Potential Effect: The site contains various types of habitats having some biological value: coastal-inland and coastal sage scrub; riparian woodlands; and brushy slopes and Bosanko clay exposures. Within the sage scrub habitat, the presence of the Stephens' Kangaroo Rat (a federal endangered species) has been identified. Riparian habitat exists along some drainage areas (San Jacinto River tributaries). Development of the Project will result in the removal of roughly 2/3rds of the existing coastal sage scrub habitat from the Project site. As this habitat is removed during construction phases, associated on-site wildlife (including the Stephens' Kangaroo Rat) will decline as individuals are either destroyed or displaced to adjacent habitat areas. Displaced individuals will crowd and disrupt adjacent local populations temporarily until competition and predation return populations to habitat carrying capacity levels. Wide ranging mammals and birds of prey will no longer be able to use the Project site for foraging activities. Certain sensitive avian species, including the golden eagle, the white-tailed kite, the red shouldered hawk, osprey and the California black-tailed gnatcatcher, may frequent certain areas of the Project site. Further, development of the Project will constitute an incremental loss in vegetation and wildlife resources which, when considered with other development projects scheduled or contemplated for development within the City of Lake Elsinore area, contribute to a cumulative loss of biological resources from the area.

Findings: The City hereby makes findings (1) and (3).

Facts in Support of Findings: The following measures will result in a substantial reduction of the adverse impacts of the identified significant effect.

(a) Development of the study site will begin in the southern portion and will progress northward in phases. Phasing will allow for a more orderly movement of larger animals from the study site to surrounding undeveloped area. However, many smaller animals (rodents and reptiles) will probably not move out of the study site and will be destroyed. The open space area in the southern portion of the study area will provide habitats for some of these smaller animals. Once the development is complete more tolerant species, especially song birds, may move back into the area.

(b) Natural contours and topographic features will be preserved to the greatest extent possible in the open space areas and within a planned 31 acre wildlife corridor. The wildlife corridor provides potential links to existing Federal Bureau of Land Management parcels. Natural open space areas of the Project comprise approximately 170 acres, including 117 acre parcel near the watertank site, and a 37 acre open space/park area, which will be offered for dedication to the City. In total, open space, parks, private recreation areas, lake and wildlife corridor areas comprise approximately 253 acres. An additional 88 acres of manufactured slopes will be contained within the Project site.

(c) Protection of open space and riparian settings will be accomplished through compliance with Fish and Game Code Section 1603 and the issuance of a 1601/1603 permit from the California Department of Fish and Game.

(d) A variety of species will be used for landscaping, as appropriate to soil conditions.

(e) The Project developer has obtained a California Department of Fish and Game 1603 permit with respect to modification of stream courses in riparian areas. The Project developer will comply with all the requirements of this permit to mitigate impacts on riparian areas.

(f) Prior to grading any occupied Stephens' Kangaroo Rat ("SKR") habitat at the Tuscany Hills site, the developer shall acquire in fee simple absolute the Initial Preserve Site, as described in the Conservation Agreement, and shall execute an irrevocable offer of dedication of the Initial Preserve Site to the City or to another entity approved by the United States Fish and Wildlife Service.

(g) Prior to grading any occupied SKR habitat in excess of 235.3 acres at the Tuscany Hills site, the developer shall acquire in fee simple absolute the Secondary Preserve Site, as described in the Conservation Agreement, and shall execute an irrevocable offer of dedication of the Secondary Preserve Site to the City or to another entity approved by the United States Fish and Wildlife Service.

(h) The developer and its successors in interest shall manage the Initial Preserve Site and the Secondary Preserve Site in a manner which is consistent with the conservation and protection of the SKR and its habitat.

(i) The authorization to take any endangered or threatened species, pursuant to Sections 7(b)(4) and 7(o)(2) of the Endangered Species Act of 1973, as amended, shall not be effective until the developer executes the Conservation Agreement and completes the acquisition of that Initial Preserve Site described therein. The extent of any authorization to take any endangered or threatened species shall be limited to the grading of not more than 235.3 acres of occupied SKR Habitat until the developer completes the acquisition of the Secondary Preserve Site, as set forth therein.

(j) The developer and its successors in interest shall not alter or modify any SKR habitat in the Initial Preserve Site or the Secondary Preserve Site without prior approval by the United States Fish and Wildlife Service.

(k) Authorization for incidental take will be conditioned upon implementation and compliance with the Conservation Plan as required by the Conservation Agreement to be signed by the developer, the United States Fish and Wildlife Service, and the City.

(l) The developer and its successors in interest shall comply with the reporting requirements of the Conservation Agreement and Conservation Plan.

(m) If incidental take at any time does not comply with the provisions established in the Incidental Take statement, the developer shall ensure that the causative action cease immediately, and shall seek the immediate assistance of the United States Fish and Wildlife Service (Laguna Niguel Field Office) to evaluate the impacts of incidental take and make recommendations to rectify the situation.

(n) Any Stephens' Kangaroo Rats recovered shall be deposited in the mammal collection of the Natural History Museum, County of Los Angeles.

POTENTIAL ENVIRONMENTAL EFFECTS WHICH
ARE NOT SIGNIFICANT OR WHICH CAN BE
MITIGATED TO A LEVEL OF INSIGNIFICANCE

The City has determined that the following effects will not be significant, for the reasons stated below.

2.1 Geology and Soils

2.1.1 Potential Effect: Development of the Project will require substantial grading and fill activities, and will disturb local soils.

Findings: The City hereby makes finding (1).

Facts in Support of Findings: The following measures will mitigate the identified impact to a level of insignificance.

(a) Development of the Project will disturb overlying soil units but will not appreciably impact underlying geologic strata.

(b) Earthwork will balance cut and fill onsite and will not require any import or export of soil. Grading activities will conform as much as possible to existing contours. All proper soil and engineering analyses will be done prior to grading. All grading activities will conform to City requirements. All soils onsite can be worked with a minimum amount of preparation, with the exception of the Bosanko clays. Proper caution will be exercised during removal or fill-mixing with these clays to eliminate any possible impacts related to expansion.

(c) Construction activities such as watering and soil stockpiling will be monitored to control onsite and offsite soil erosion.

(d) Only Class II Garretson Soils has any significant value for agricultural use, among those soils found on the Project site. These soils are found on less than 1 percent of the Project site. All other onsite soils have only limited or very limited agricultural usefulness.

2.2 Hydrology and Flood Control

2.2.1 Potential Effect: The Project will alter the runoff characteristics of the Project site, as a result of the introduction of impervious roadways, sidewalks and buildings. Further, construction activities will temporarily increase loads to local drainage channels. Following Project implementation, runoff from the Project site will contain increased amounts of urban pollutants, including various hydrocarbons, tire rubber and other automobile pollutants, pesticides and sediments from landscaped areas, paint or other coating substances, dust, and sediments from residential structures.

Findings: The City hereby makes finding (1).

Facts in Support of Findings: The following measures will mitigate the identified impact to a level of insignificance.

(a) The Project site is not exposed to any regional flood hazard due to its elevation above the San Jacinto River.

(b) Construction activities will be designed to contain offsite runoff. Watering will be kept to the minimum required for compaction and dust suppression. Any steep, exposed man-made slopes will be covered or hydroseeded to prevent offsite sediment transport.

(c) The slope modifications on the Project site, together with the large amount of landscaping and open space, will tend to balance the overall runoff from the Project site.

(d) Subdrains will be constructed in canyon fill areas where necessary. These drains will collect existing and future groundwater flows. Surface drains and subdrains may be necessary for buttress or fill stabilization. All required curb, gutter and storm drain structures will be constructed to channel surface runoff offsite.

(e) Frequent street cleaning by the City will reduce the potential for runoff pollutants produced by this Project.

(f) Specific drainage systems will be designed as each planning area within the Project site develops. All drainage systems will comply with adopted

City standards. Drainage systems shall utilize natural drainage channels to the greatest extent possible, with improvements as necessary to accommodate expected flows from new development.

(g) The developer will construct drains and subdrains to intercept run-off. The developer will establish an erosion control plan to be in effect during and after construction to be subject to approval of the Chief Building Official prior to issuance of grading permits.

(h) The developer will develop a Master Landscape Installation and Maintenance Plan for public and private land areas to be subject to approval of the Community Development Director or his designee.

2.3 Climate:

2.3.1 Potential Effect: Development of the Project site will affect the local micro-climate. Impacts include increased humidity due to irrigation of public and private landscaping, changes in low level on-site wind patterns due to building construction, and modifications to land-to-air thermal relationships caused by building shade and landscaping, heat absorption and retention by buildings, etc.

Findings: The City hereby makes findings (1) and (3).

Facts in Support of Findings:

(a) Micro-climate impacts of the development of the Project are not expected to extend beyond the Project boundaries. These impacts are not expected to be adverse or significant. No feasible mitigation measures exist which could reduce the anticipated minor impacts on the local micro-climate.

2.4 Cultural Resources

2.4.1 Potential Effect: The general area of the Project site was heavily utilized by aboriginal populations. A significant native American village complex has been documented to the north of the Project site. One previously unrecorded prehistoric archaeological site has been located on the southern portion of the site. In addition, areas of historic use have been documented in the southern portion of the Project site and in a limited portion of the northern half

of the Project site. These sites appear to have been used during the Railroad/Modern period (1881 to present). The historical sites located within the boundaries of the Project site include the Wrench Gold and Slate Prospect Site, located within the proposed wildlife corridor, a segment of the old Railroad Canyon Road and Railroad Bridge, located along the Project site's easterly boundary adjoining the San Jacinto River, the remains of the Ella Van Fossen residence, and the Riv-698 prehistoric site.

Findings: The City hereby makes finding (1).

Facts in Support of Findings: The following measures will mitigate the identified impact to a level of insignificance.

(a) The developer shall provide further testing and documentation of sites and appropriate mitigation as recommended by a qualified archaeologist prior to issuance of further grading permits. Appropriate mitigative measures will be undertaken to reduce or eliminate adverse impacts to any subsequently discovered archaeological resources.

(b) Further, the developer shall provide a qualified paleontologist to be present during grading, empowered to stop grading temporarily for the recovery of fossil remains during grading within suspect geologic formations as identified in preliminary and final geologic and soils reports.

2.5 Land Use, Zoning and General Plan

2.5.1 Potential Effect: The Specific Plan for the Project must be consistent with the City's General Plan.

Findings: The City hereby makes finding (1).

Facts in Support of Findings: The following measures will mitigate the identified impact to a level of insignificance.

(a) The Project is consistent with the current General Plan of the City, as the site land use designation in the General Plan is "Specific Plan Area", as is also consistent with the current draft of the City's proposed new general plan.

(b) The Specific Plan is in conformance with the intent of the City's General Plan (and its elements) for the reasons stated below:

(1) Land Use Element: The Project site is designated Specific Plan Area (SPA) and the developer of the Project is processing the development under a specific plan.

(2) Circulation Element: The Project design provides adequate internal circulation, and the Project will be required to participate in an assessment district for off-site traffic improvements.

(3) Environmental Resources Management Element: The Project provides 207 acres of open space and wildlife corridor areas, as well as 46 acres of recreational and park areas; in addition, pursuant to the Conservation Plan, several hundred acres of additional land will be acquired by the Project developer off-site, and dedicated for preservation of Stephen's Kangaroo Rat habitat. The Project will include firebreak areas, provision for adequate site drainage, and all buildings will be constructed to meet seismic safety standards under City requirements.

(4) Noise: The Project will be developed in accordance with the requirements of Chapter 17.14 of the City's Zoning Ordinance relating to requirements for acoustical analysis of residential projects.

(5) Community Design Element: The Project site is located within areas of the City which are to be developed under specific plan procedures, pursuant to the City's General Plan. The Project is a planned development, governed by the provisions of the Specific Plan, and thus will present a "planned" view under the Design Guidelines of the Specific Plan.

(6) Housing: Development of the Project will help to provide a portion of the full range of housing types which are necessary to meet the needs of the residents and the community of the City of Lake Elsinore.

2.5.2 Potential Effect: The Project site is currently zoned R-1, R-2, R-3, C-1 and OS-RE. In order to implement the Project under the Specific Plan, zone changes for Specific Plan Zoning are required as described in the Specific Plan for the Project.

Findings: The City hereby makes finding (1).

Facts in Support of Findings: The following measures will mitigate the identified impact to a level of insignificance.

(a) The Specific Plan for the Project is being processed under City Code Section 17.99.060, Nonconditional (SP) Specific Plan Zoning Procedure. Pursuant to this procedure, the Project will receive the (SP) Specific Plan zoning designation concurrently with the approval of the Specific Plan documents. Zoning within the Specific Plan area will be governed by the Specific Plan. The Project developer shall comply with all provisions of the Zoning Ordinance for the City, including all applicable provisions of Chapter 17.99 of the Zoning Ordinance, and the provisions of the Specific Plan. To the extent of any conflict between the Zoning Ordinance and the Specific Plan, the provisions of the Specific Plan will govern.

(b) The location and design of the Project are consistent with the goals and policies of the City's General Plan and with all other applicable plan or policies adopted by the City to date, for the reasons set forth in Section 2.5.1 above.

(c) The Project site allows the development of the Project to be well integrated with the Project site surroundings.

(d) All vehicular traffic generated by the Project will be accommodated safely and without causing undue congestion upon adjoining streets, for the reasons specified in Section 2.6.1.

(e) The Specific Plan describes a methodology for assuring the adequate provision of public services and facilities for the land uses specified in the Specific Plan.

(f) The overall design of the Specific Plan will produce an attractive, efficient and stable development.

2.5.3 Potential Effect: The development will change the existing site from its current undeveloped status to medium and low density residential, open space, school and neighborhood commercial uses. Surrounding land uses include agricultural lands, mainly on the northwest and southeast ends of the Canyon Lake subregion, a large flood plain located adjacent to the southeastern end of the lake, the Canyon Lake residential community, located

to the east of the lake, the Ramsgate Specific Plan area (mixed use residential), located west of the Project site, the Cottonwood Hills development (mixed use residential), located southeast of the Project site and the Friedman property (mixed use residential), located to the south of the Project.

Findings: The City hereby makes finding (1) with respect to all land use impact except those specifically identified in Section 1.1.

Facts in Support of Findings: The following measures will mitigate the identified impact to a level of insignificance.

(a) Development of the project will result in significant amounts of grading of the Project site. Each of the Facts in Support of Findings contained in Section 1.1 is hereby incorporated by reference.

(b) Surrounding developments are consistent with the land uses proposed in the Specific Plan for the Project, including residential land uses, neighborhood commercial land uses, parks, recreation and open space areas, and a school site.

(c) The development standards and design guidelines for the Project specified in the Specific Plan will ensure that the land uses planned for the Project and the development of the Project will be compatible with the surrounding land uses.

2.6 Traffic and Circulation

2.6.1 Potential Effect: The Project includes the construction of approximately 2,000 single family dwelling units. New residents will generate vehicular trips that are both internal and external to the Project site. Forecasted trips per day, from the traffic study appended as Appendix C to the Addendum to the Final Environmental Impact Report, dated October, 1989, suggest that the 2,000 dwelling units contained within the Project could generate up to 17,100 trips per day, of which 7,400 trips per day would have origins or destinations external to the Project site. These additional trips, together with vehicle trips generated by proposed surrounding developments, will have an impact on both internal and external roadways.

Findings: The City hereby makes finding (1).

Facts in Support of Findings: The following measures will mitigate the identified impact to a level of insignificance.

(a) The forecasted average daily trips in the traffic study suggest that, at the maximum, traffic on the proposed internal circulation system would be approximately 45% of its roadway design capacity (Level of Service "C").

(b) The Project could add up to 3,000 trips per day to Railroad Canyon Road near the I-15 Interchange, which road would then be at 42% of its roadway design capacity (Level of Service "C"). Additional capacity is available for other development projects.

(c) The Project could add up to 2,960 trips per day to Greenwald Avenue, increasing the total average daily trips for that roadway to 7,360. Greenwald Avenue would then be at 61% of its roadway design capacity (Level of Service "C"). Additional capacity is available for other development projects.

(d) The proposed development has an adequate internal circulation system to handle projected traffic loads.

(e) All minor streets intersecting with the proposed 88-foot north-south "Secondary Arterial" will be controlled by stop signs on the minor streets .

(f) The approaches of the internal roadways toward Greenwald Avenue will be controlled by stop signs.

(g) The Project is required to participate in an assessment district for off-site improvements. If a traffic signal is ultimately warranted at the intersection of Summerhill Drive and Railroad Canyon Road, the Project developer would contribute that portion of the signal cost which corresponds to the volume of intersection traffic caused by the Project.

(h) The developer shall provide information concerning the Cal-Trans ride-sharing program to new home buyers at its sales office.

(i) The Facts in Support of Findings in (b) and (c) of Section 1.3.1 are hereby incorporated by reference.

2.7 Public Services and Utilities

2.7.1 Potential Effect: The Project will increase demand on local water supplies. The Project is expected to require 1.0 million gallons per day for residential use and 0.63 million gallons per day for park, recreation areas and schools.

Findings: The City hereby makes finding (1).

Facts in Support of Findings: The following measures will mitigate the identified impact to a level of insignificance.

(a) The source of water supply to the Project will be via an Elsinore Valley Municipal Water District System. The District's treatment plant west of Canyon Lake Dam has a capacity of 15 million gallons per day, which is sufficient to serve contemplated future development within the Lake Elsinore area. In addition, the District owns rights to 3,000 acre feet of the storage capacity in the Railroad Canyon Reservoir. The Project developer has received a "will-serve" letter from the District for the southern portion of the Site.

(b) The water distribution system for Tuscany Hills will be phased in accordance with the phases of construction. Water storage facilities will be constructed in the first phase of infrastructure improvements.

(c) The developer will use all water saving devices recognized by State law.

2.7.2 Potential Effect: The Project will increase the demand for wastewater treatment services. The Project is anticipated to generate an average daily flow of 0.51 million gallons per day.

Findings: The City hereby makes finding (1).

Facts in Support of Findings: The following measures will mitigate the identified impact to a level of insignificance.

(a) The existing Elsinore Valley Municipal Water District Sewage Treatment Plant, located approximately 5 miles northwest of the Project site, is proposed to be expanded to a capacity of 3.0 million gallons per day by 1990. Ultimately the capacity of this plant will be 5.0 million gallons per day. In addition, a

new treatment plant is proposed in the Elsinore Valley Municipal Water District Master Plan, to be located west of the Project site. The sizing and construction of all sewer facilities has been and will continue to be coordinated through the Elsinore Valley Municipal Water District.

(b) The Project developer will provide necessary on-site lift stations and extend lateral lines to the existing regional sewage treatment facility.

2.7.3 Potential Effect: The Project is expected to generate a maximum of 15 tons per day of solid waste. Currently, residential solid waste produced in the Lake Elsinore area is disposed of in the Double Butte landfill site located at 31710 Grand Avenue in Winchester. The site is owned and operated by the County of Riverside. Development of the Project will shorten the useful life of this landfill.

Findings: The City hereby makes finding (2).

Facts in Support of Findings: The following measures will mitigate the identified impact to a level of insignificance.

(a) Riverside County is currently reviewing the potential for expansion of the present site or alternative facilities under its State law obligations relating to solid waste plans. Such expansion or alternative facilities will provide solid waste service for the Project.

2.7.4 Potential Effect: Development of the Project may increase the demand for natural gas.

Findings: The City hereby makes finding (1).

Facts in Support of Findings: The following measures will mitigate the identified impact to a level of insignificance.

(a) The Project site is within the service limits of the Southern California Gas Company.

(b) The Facts in Support of Findings in Section 1.3.1(e) are hereby incorporated by reference.

2.7.5 Potential Effect: Development of the Project will increase the demand for electric service.

Findings: The City hereby makes finding (1).

Facts in Support of Findings: The following measures will mitigate the identified impact to a level of insignificance.

(a) The Project site is within the Southern California Edison Company service area. Power lines will be placed underground.

(b) The Facts in Support of Findings in Section 1.3.1(e) are hereby incorporated by reference.

(c) The Project will be phased to reduce large electricity consumption during initial years.

2.7.6 Potential Effect: Development of the Project will increase demand for telephone service.

Findings: The City hereby makes finding (1).

Facts in Support of Findings: The following measures will result in a substantial reduction of the adverse impacts of the identified significant effect.

(a) The Project site is within the General Telephone Company service area. All new telephone lines will be buried.

2.7.7 Potential Effect: Development of the Project will increase the demand on police protection services. The Riverside County Sheriff's Department currently provides police protection services for the Project area.

Findings: The City hereby makes finding (1).

Facts in Support of Findings: The following measures will mitigate the identified impact to a level of insignificance.

(a) The Riverside County Sheriff's Department will provide police protection services to the Project site from an existing police substation located at 117 South Langstaff in the City. This station is located approximately 10 miles from the Project site, with an average response time of less than 10 minutes.

(b) Street patterns and building locations will be designed for good visibility.

(c) Tax revenue from the Project will provide additional funding for any increase in police protection.

2.7.8 Potential Effect: Development of the proposed Project will eliminate some native sage scrub vegetation and replace it with houses and ornamental landscaping. In addition to the fire hazards to new homes, brush fire hazards will still exist on the portion of the Project site left in open space. The Project site is within an area of extreme wildland fire danger due to unique weather factors, topography and other risk influences.

Findings: The City hereby makes finding (1).

Facts in Support of Findings: The following measures will mitigate the identified impact to a level of insignificance.

(a) The Riverside County Fire Department, under contract with the City, will provide fire protection services to the Project. Services will be provided from the Elsinore fire station located at 410 West Grand and from the substation at Greenwald Avenue. Response times will vary between 5 and 12 minutes to any location within the Project site.

(b) Brush will be cleared to establish a fire break in open space immediately adjacent to developed areas. Additional tax revenue derived from the Project will provide funds for added fire protection services and a one-acre site will be preserved for a future fire station.

(c) The developer will establish fire breaks in accordance with appropriate standards and establish a fire break plan approved by Riverside County Fire Department and the Community Development Director.

2.7.9 Potential Effect: Development of the Project will generate additional demand for educational services. Existing school facilities are near or at capacity. The Project site is located within the Lake Elsinore Unified School District.

Findings: The City hereby makes finding (1).

Facts in Support of Findings: The following measures will mitigate the identified impact to a level of insignificance.

(a) An agreement has been reached between the developer and the Lake Elsinore Unified School District pursuant to which an 11-acre elementary school site and an adjacent 5-acre park will be provided in the central portion of the Project site. There will be a further agreement between the Project developer and the school district covering mitigation of impacts on high school services.

2.7.10 Potential Effect: Development of the Project will result in an increased demand for parks and recreational facilities.

Findings: The City hereby makes finding (1).

Facts in Support of Findings: The following measures will mitigate the identified impact to a level of insignificance.

(a) Lake Elsinore is a state recreational area, and Lake Elsinore State Park is located on the northwest shore of the Lake near the Project site. In addition, two County parks are located in the vicinity of the Project site, Kabian Park and Lake Skinner County Park. Further, Yarborough Park is located in the downtown area of the City, approximately 2 miles to the east of the Project site.

(b) Three park sites are provided in the development plans for the Project, for a total of approximately 46 acres of park site; additionally, there is a 26-acre lake located in the northern portion of the site. Parks, private recreation areas, open space and a wildlife corridor and lake area comprise approximately 253 acres of the total Project site. Recreation area facilities include a swimming pool, basketball and tennis courts, picnic areas and totlots.

2.8 Energy Conservation

2.8.1 Potential Effect: Development of the Project will result in increased energy consumption, both for vehicle trips and for household and commercial uses.

Findings: The City hereby makes finding (1).

Facts in Support of Findings: The following measures will mitigate the identified impact to a level of insignificance.

(a) The Facts in Support of Findings contained in Section 1.3.1 (b), (c), (d) and (e) are hereby incorporated by reference.

(b) The Project will be phased to reduce large energy consumption during the initial years of Project development.

2.9 Growth Inducing Impacts

2.9.1 Potential Effect: Due to the increase in the number of residents as a result of the Project development, growth in local retail and service business is likely, as is an increase in government employment for purposes of providing new services to residents of the Project. Due to these increases in demand for various services, some additional development in areas nearby to the Project site is anticipated.

Findings: The City hereby makes finding (1).

Facts in Support of Findings: The following measures will mitigate the identified impact to a level of insignificance.

(a) The developer of the Project will dedicate an 11 acre elementary school site and pay school fees (or make equivalent dedications, etc.) to the Lake Elsinore Unified School District pursuant to a revised agreement with the district.

(b) Development of the Project includes a small neighborhood commercial center to provide retail and other services to Project residents.

(c) Development of the Project will be phased so that impacts to existing conditions will occur gradually.

2.10 Cumulative Impacts

2.10.1 Potential Effect: Three other development projects have been approved in the general vicinity of the Project site, Ramsgate, Cottonwood Hills and the Friedman property. The effects of these projects, in addition to the effects of the Project, could have adverse cumulative impacts on biological resources (vegetation and wildlife), air quality and traffic.

Findings: The City hereby makes finding(s) (1) and (2) with respect to all cumulative impacts other than those impacts discussed in Sections 1.3 and 1.4:

Facts in Support of Findings: The following measures will mitigate the identified impact to a level of insignificance.

(a) Development of the surrounding projects may be expected to have an adverse cumulative impact on the habitat of the Stephens' Kangaroo Rat. Development projects in the vicinity of the Project will be required to participate in Riverside County fee programs to fund purchases of high-quality SKR habitat preserve, or to participate in the Riverside County Habitat Conservation Program, once this program is approved.

(b) The Facts in Support of Findings in Sections 1.3 and 2.6.1(b) and (c) are hereby incorporated by reference.

FINDINGS REGARDING ALTERNATIVES

3.1 "No Project" Alternative.

3.1.1 Description of Alternative: The EIR describes the "no project" alternative as a continuation of existing conditions on the Project site.

3.1.2 Comparison of the Effects of the Alternative to the Effects of the Proposed Project: The City hereby finds that the "no project" alternative is environmentally superior to the Project because it would eliminate those environmental effects of the Project identified in Sections 1 and 2.

3.1.3 Effectiveness in Meeting Project Objectives: The "no project" alternative would not meet Project objectives specified in the EIR because it would not satisfy, in part, the demand for quality dwelling units in the Lake Elsinore area, would not create a residential environment providing open space, park, wildlife corridor areas and recreational facilities, and would not provide the developer of the Project with a reasonable return on his investment. Additionally, the "no project" alternative would not provide the benefits associated with the acquisition of Stephens' Kangaroo Rat habitat off-site, including the opportunities for enhanced management of Stephens' Kangaroo Rat habitat and opportunities for preservation of that endangered species. Further, the "no project" alternative would

result in increased demand in areas surrounding the City of Lake Elsinore for residential developments of the type proposed in the Project, with a resultant loss of control over development within the City limits and the City's sphere of influence.

3.1.4 Feasibility: The "no project" alternative is not feasible.

Facts in Support of Findings:

(a) The "no project" alternative is not feasible because this alternative fails to meet any of the Project objectives or to provide any of the Project benefits set forth in Section 3.1.3.

(b) The "no project" alternative is infeasible because it fails to provide the economic and social benefits described in Section 3.1.3, including enhancement of the long-term survivability of the Stephens' Kangaroo Rat, provision of housing within the City in furtherance of the General Plan, and maintenance of City control over local residential development.

3.2 Decreased Overall Density Alternative

3.2.1 Description of Alternative: This alternative would involve a reduction in the number of single family dwelling units below the minimum number proposed by the developer.

3.2.2 Comparison of the Effects of the Alternative to the Effects of the Proposed Project: The City hereby finds that this alternative is environmentally superior to the Project because it would reduce the adverse impacts described in Sections 1 and 2 associated with the proposed Project.

3.2.3 Effectiveness in Meeting Project Objectives: The decreased overall density alternative would not meet Project objectives specified in the EIR because it would not result in economically feasible development on the Project site based on market conditions [need more facts in the record]. Therefore, none of the Project benefits identified in Section 3.1.3 would be achieved.

3.2.4 Feasibility: The decreased overall density alternative is not feasible.

Facts in Support of Findings: This alternative would require development of the Project site in a fashion which is economically infeasible based on current conditions. The Project applicant has concluded that this alternative is not economically feasible due to the significant amounts of grading which must be accomplished to allow any residential development to occur at the Project site. Although the adverse environmental impacts identified in Section 2 would be somewhat reduced if a lower overall density of development on the Project site were to be achieved, the density reduction would effectively stop the Project from being developed and therefore the concomitant benefits of the Project described under Section 3.1.3 would be lost.

3.3 Increased Overall Density Alternative:

3.3.1 Description of Alternative: This alternative would increase the number of single family units to be developed on the Project site above the 2,000 units proposed by the Project developer.

3.3.2 Comparison of the Effects of the Alternative to the Effects of the Proposed Project: The City hereby finds that this alternative is not environmentally superior to the Project.

Facts in Support of Findings:

(a) Increased overall density would result in a greater demand on off-site traffic infrastructure, public services (including police and fire protection, schools, potable water supplies, wastewater treatment, and solid waste disposal) and public utilities services. Adverse air quality impacts would be increased, and, unless additional units were tightly clustered, impacts on topography and land forms would be exacerbated. Project site drainage could be adversely affected as well.

3.3.3 Effectiveness in Meeting Project Objectives: The increased overall density alternative would meet the Project objectives.

3.3.4 Feasibility: The increased overall density alternative is feasible, but would result in increased levels of adverse impacts on the environment.

FINDINGS REGARDING MITIGATION MONITORING PROGRAM

4.1 Requirement of Mitigation Monitoring Program.

Section 21081.6 of the Public Resources Code requires that when a public agency is making the findings required by Section 21081(a) of the Public Resources Code, that Agency shall adopt a reporting or monitoring program for the changes to the Project which it has adopted or made a condition of Project approval in order to mitigate or avoid significant effects on the environment. The City hereby finds that the Mitigation Reporting and Monitoring Program set forth in Exhibit ___ to ___ meets the requirements of Section 21081.6 of the Public Resources Code.

COHEN: 101

RESOLUTION NO. 89-15

RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF LAKE ELSINORE
RECOMMENDING APPROVAL OF AMENDMENTS TO
THE 1980 DEVELOPMENT AGREEMENT FOR THE
TUSCANY HILLS DEVELOPMENT AND MAKING
CERTAIN FINDINGS WITH RESPECT THERETO

WHEREAS, the City Council of the City of Lake Elsinore (the "City") has previously certified an Environmental Impact Report No. SCH 79082906 (the "EIR") with respect to the Tuscany Hills Development (the "Project"); and

WHEREAS, Homestead Land Development Corporation (the "Developer"), as developer of the Project, subsequently entered into consultation with the United States Fish and Wildlife Service regarding a Conservation Plan for Stephens' Kangaroo Rat habitat, to be implemented by a Conservation Agreement among the City, the Developer, and the United States Fish and Wildlife Service (the "Conservation Agreement") and an Agreement and Declaration of Covenants, Conditions and Restrictions on Use ("Declaration of Covenants"); and

WHEREAS, the City has caused an Addendum to the EIR to be prepared which addresses the technical changes to the Project associated with the execution, delivery and performance of the Conservation Agreement and Declaration of Covenants, and which addresses the technical changes to the Project associated with the conversion of the Project from mixed single- and multi-family development to a single-family development; and

WHEREAS, the Planning Commission has reviewed the EIR and the Addendum thereto, each prepared in accordance with the California Environmental Quality Act (CEQA), and has considered the information contained therein and in the other documents referred to therein; and

WHEREAS, the Planning Commission has recommended that the City Council certify the Addendum to the EIR and has made the findings required by Section 15091 (a) of the State CEQA Guidelines, attached to Resolution No. 89-15 as Attachment A; and

WHEREAS, the Planning Commission is contemporaneously recommending that the City Council approve the Specific Plan, the Conservation Agreement and the Declaration of Covenants relating to the Project.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission that:

Based upon the findings adopted previously by the Planning Commission with regard to the approval of the Project, attached to Resolution No. 89-15 as Attachment A, the Planning Commission hereby: (1) determines that (a) it is in the best interest of the City to enter into the Amended and Restated 1980 Development Agreement (the "Development Agreement") in the form attached hereto as Exhibit A, (b) the provisions of the Development Agreement are consistent with the City's General Plan and (c) the provisions of the Development Agreement are consistent with the Specific Plan proposed by the Developer and recommended by the Planning Commission for City Council approval by Resolution No. _____; and (2) recommends to the City Council that the City enter into such agreement.

PASSED AND ADOPTED this 13th day of December, 1989, by
the following called vote:

AYES: COMMISSIONERS: Brinley, Saathoff, Wilsey and
Brown

NOES: COMMISSIONERS: None

ABSENT: COMMISSIONERS: Gilenson

ABSTENTIONS: COMMISSIONERS: None

By: 

Jeff Brown, Chairman
Lake Elsinore Planning Commission

Attest:


Dave Gunderman, Secretary
to Planning Commission

RESOLUTION NO. 89-16

RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF LAKE ELSINORE RECOMMENDING
APPROVAL OF A CONSERVATION AGREEMENT AND
DECLARATION OF COVENANTS FOR THE TUSCANY
HILLS DEVELOPMENT AND MAKING CERTAIN
FINDINGS WITH RESPECT THERETO

WHEREAS, the City Council of the City of Lake Elsinore (the "City") has previously certified an Environmental Impact Report No. SCH 79082906 (the "EIR") with respect to the Tuscany Hills Development (the "Project"); and

WHEREAS, Homestead Land Development Corporation (the "Developer"), as developer of the Project, subsequently entered into consultation with the United States Fish and Wildlife Service regarding a Conservation Plan for Stephens' Kangaroo Rat habitat, to be implemented by a Conservation Agreement among the City, the Developer, and the United States Fish and Wildlife Service (the "Conservation Agreement") and an Agreement and Declaration of Covenants, Conditions and Restriction on Use ("Declaration of Covenants"); and

WHEREAS, the City has caused an Addendum to the EIR to be prepared which addresses the technical changes to the Project associated with the execution, delivery and performance of the Conservation Agreement and Declaration of Covenants, and which addresses the technical changes to the Project associated with the conversion of the Project from a mixed single and multi-family development to a single-family development; and

WHEREAS, the Planning Commission reviewed the EIR and the Addendum thereto, each prepared in accordance with the California Environmental Quality Act (CEQA), and has considered the information contained therein and in the other documents referred to therein; and

WHEREAS, the Planning Commission has recommended that the City Council certify the Addendum to the EIR and has made the findings required by Section 15091 (a) of the State CEQA Guidelines, attached to Resolution No.89-13 as Attachment A; and

WHEREAS, the Planning Commission is contemporaneously recommending that the City Council approve the Specific Plan and the Amended and Restated 1980 Development Agreement relating to the Project.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission that:

Based upon the findings adopted previously by the Planning Commission with regard to the approval of the Project, attached to Resolution No. 89-16 as Attachment A, the Planning Commission hereby determines that it is in the best interest of the City to enter into the Conservation Agreement in the form attached hereto as Exhibit A and the Declaration of Covenants in the form attached hereto as Exhibit B, and recommends to the City Council that the City enter into such agreements.

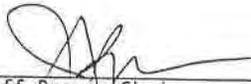
PASSED AND ADOPTED this 13th day of Decemeber, 1989, by
the following called vote:

AYES: COMMISSIONERS: Brinley, Saathoff, Wilsey and
Brown

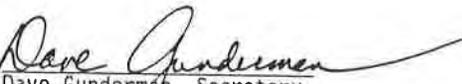
NOES: COMMISSIONERS: None

ABSENT: COMMISSIONERS: Gilenson

ABSTENTIONS: COMMISSIONERS: None

By: 
Jeff Brown, Chairman
Lake Elsinore Planning Commission

Attest:

By: 
Dave Gunderman, Secretary
to Planning Commission

REPORT TO THE CITY COUNCIL/REDEVELOPMENT AGENCY

DATE: December 26, 1989

SUBJECT: Tuscany Hills Specific Plan,
Addendum to the Canyon Lake
Hills Final Environmental Impact
Report, Stephen's Kangaroo Rat
Conservation Agreement and 1989
Development Agreement.

PREPARED

BY: Hardy M. Strozier
The Planning Associates

REVIEWED

BY: Dave Gunderman
Community Development
Director

APPROVED

BY: Ron Molendyk
City manager

BACKGROUND

Prior action related to site began in 1978 for the project, then known as the Canyon Lake Hills Planned Development. In 1979, a general plan amendment and pre-annexation zone change were filed; and in July 1979, an EIR was submitted to the City of Lake Elsinore with final certification in April 1980.

In May 1980, the City and Canyon Lake Hills developers signed a Development Agreement which stated the conditions, terms, standards, restrictions, regulations and requirements for the development.

In January 1981, the developers submitted Tentative Tract Map 17413 to cover the southern portion of the project. Subsequently, the City Council directed the new developer, ABC Heritage, to apply for a variance on requested street widths and building setbacks. After several revisions, Tentative Tract Map 17413, Revision 4, was finally approved by the Planning Commission in late 1987. Homestead Land Development Corporation (HLDC) purchased the property in 1988.

On December 6, 1989, the Planning Commission held its first public hearing on the proposed project. On December 13, 1989, the Planning Commission held a second public hearing on the proposed project. At that second hearing, the Planning commission took the following actions:

- o Adopted Resolution No. 89-13, recommending approval of the Tuscany Hills Specific Plan
- o Adopted Resolution No. 89-14, recommending Certification of the Addendum to the Canyon Lake Hills FEIR
- o Adopted Resolution No. 89-15, recommending approval of the Amendment to the 1980 Development Agreement and making certain Findings with respect thereto.
- o Adopted Resolution No. 89-16, recommending approval of a Conservation Agreement and Declaration of Covenants to the Tuscany Hills development and making certain findings with respect thereto.

DISCUSSION

1. Front Yard Setbacks:

The Specific Plan proposes front yard garage setbacks as little as 5'. At the time the Development Agreement was signed in 1980, the front yard required setback was 20'.

The planning Commission has recommended that front yard set backs for garages be seventeen feet (17') with minor variations for grading and aesthetic purposes permitted to a minimum of ten feet (10') subject to the approval of the Planning Commission.

2. Lot Size:

The Specific Plan proposes minimum lot sizes of 4,000 square feet. At the time the 1980 Development Agreement was signed, the minimum lot size was 6,000 square feet.

The Planning Commission has recommended that lot sizes not deviate from those lot sizes shown in Exhibits 1 and 2 to the Conditions of Approval, except that smaller lots may be developed as larger lots. Further, the Planning Commission recommended that residential lots of less than 5,000 square feet be subject to the approval of the Planning Commission.

3. Local Street Widths:

The Specific Plan proposed a 40' right of way with 28' from curb to curb for single-loaded streets. These standards do not comply with the City's standards for single-loaded streets which require a 50' right of way, with 36' from curb to curb. HLDC was granted the ability to develop 40' right of way streets as part of Tentative Tract Map 17413, Revision 4, and the southern part of Tuscany Hills is currently being developed with 40' right-of-way streets.

The Planning Commission has recommended that single-loaded streets servings as through neighborhood access have a forty-six foot (46') right-of-way-, thirty-six foot (36') curb to curb, six foot (6') parkway on the loaded side and four foot (4') parkway on the unloaded side. Further, the planning Commission recommended "that all single-loaded street intersections with local streets have a forty-six foot (46') right-of-way and thirty-six foot (36') curb to curb dimension".

4. Cul-de-Sac Lengths:

The Specific Plan proposes a maximum cul-de-sac length of 1000'. At the time of the 1980 Development Agreement was signed, the maximum cul-de-sac length allowed was 600'. Staff is concerned about circulation and safety issues with respect to the 1000' cul-de-sac. Circulation planning standards contain guidelines to limit the amount of development on cul-de-sacs to control traffic generation. It is also important that fire trucks have the ability to safely access cul-de-sacs.

The Planning Commission has recommended that single-loaded cul-de-sacs and loop streets not more than 1,000 feet in length have a forty foot (40') right of way, twenty-eight feet (28') curb to curb, six foot (6') parkway on the loaded side and four foot (4') parkway on the unloaded side. Further, the Planning Commission has recommended that all double and single-loaded cul-de-sac streets terminate in a modified cul-de-sac with a curb radius at the bulb of thirty six feet (36').

5. Parks Planning:

At its December 13, 1989 hearing, the Planning Commission spent a considerable amount of time reviewing Homestead's plans for parks in Tuscany Hills. In addition to recommending that a Park Implementation Plan be prepared, the Planning Commission recommended specific milestones at which various park improvements would be made as follows:

- o The five-acre park in Planning Area 2A is to be improved prior to the issuance of the 51 certificate of use and occupancy.
- o The five-acre park in Planning Area 4, adjacent to the school site, is to be improved prior to the issuance of the 1001 certificate of use and occupancy.
- o The 3.2-acre park public park, adjacent to the lake, is to be improved and available for public use prior to or concurrent with the improvement of the lake.

6. Use of Redevelopment Funds For School:

A few months ago, City staff indicated that redevelopment assistance would be offered to the School District in the amount of approximately \$2 million in order to bring the school facility on line earlier.

Homestead Land Development Company requests that since all of Tuscany Hills is within a redevelopment project area, and as such, will be generating a substantial amount of tax increment, that redevelopment agency funds should be utilized for the school.

RECOMMENDATION:

It is recommended that the City Council approval of the Tuscany Hills Specific Plan, approval of the Amended and Restated Development Agreement of 1980 between the City and Homestead Land Development Corporation for the Tuscany Hills project, approval of the addendum to the Canyon Lake Hills Final Environmental Impact Report and approve the Stephens' Kangaroo Rat Conservation Agreement.

Findings:

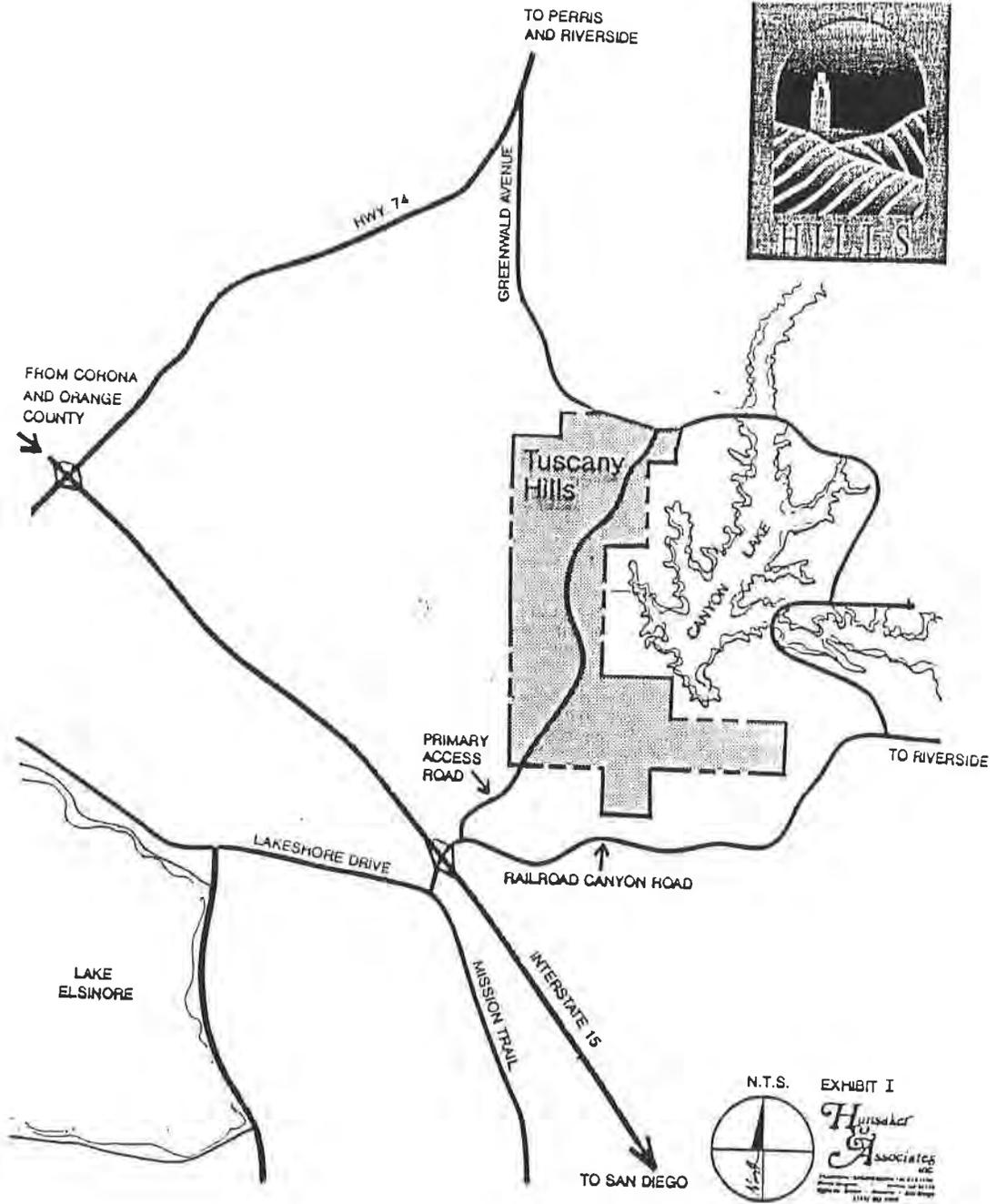
Based upon the Staff Report and with reference to the Tuscany Hills Specific Plan and Conditions of Approval, the following findings are proposed:

1. This request is anticipated to result in several significant adverse environmental impacts associated with the development of the site. These impacts are described in the Canyon Lake Hills Final Environmental Impact Report and subsequent addenda to that FEIR.
2. This request will result in significant environmental impacts associated with loss of habitat, traffic circulation, degradation of air quality and a substantial contribution to the cumulative impacts of area-wide urban development which may be partially mitigated but are anticipated to remain significant upon development of the site as allowed under the General Plan. Impacts of the Tuscany Hills Specific Plan are found to be acceptable due to benefits derived from the project, specifically the provision of quality housing opportunities by the City, the anticipated increase in local government revenues generated by project residents and the provision of significant infrastructure improvements, all of which are expected to support local commercial and industrial development efforts and generate measurable benefits to the local economy.
3. The Tuscany Hills Specific Plan meets the Specific Plan criteria for content and systematic implementation of the General Plan established by Section 65450 of the California Government Code and Section 17.99 of the City of Lake Elsinore Municipal Code.
4. The Tuscany Hills Specific Plan and Amended Development Agreement will not be detrimental to the health, safety, comfort or general welfare of the persons residing or working within the neighborhood of the project area, nor will it be injurious to the property or improvements in that area or the City as a whole, based upon the provisions of the Plan, mitigation measures and Conditions of Approval.

F A X T R A N S M I T T A L M E M O
TO: _____
DEPT: _____ FAX #: _____
FROM: _____ PHONE: _____
CO: _____ FAX #: _____
Post-It brand fax transmittal memo 7671

NO. OF PAGES

PROJECT VICINITY



N.T.S. EXHIBIT I

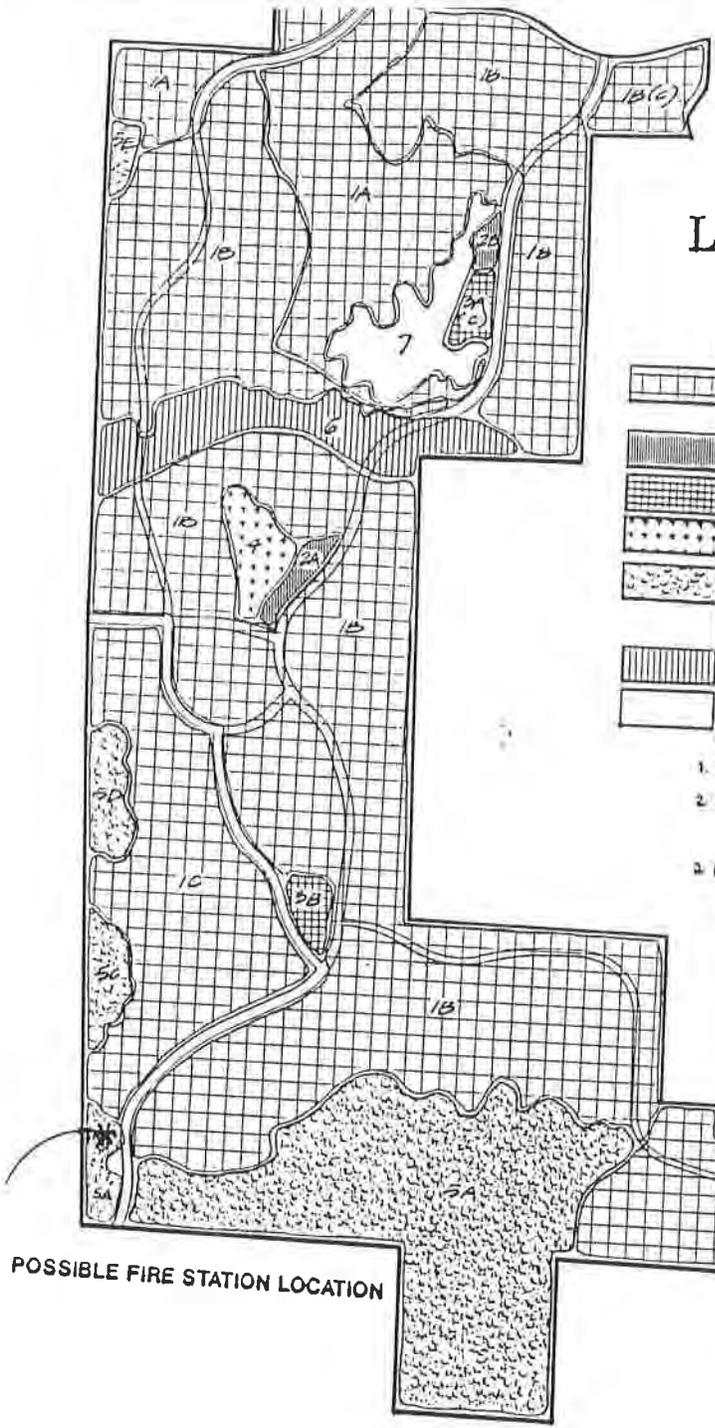
Huisaker & Associates
INC.

Professional Land Surveyors - License No. 1000
Surveyors - License No. 1000
11111 1000



LAND USE PLAN

Statistical Summary



Planning Area	Land Use	Gross Acres	Dwelling Units
1 A	Single Family	92.3	355
1 B	Single Family	483.9	1,391
1 C	Single Family	132.8	254
2 A	Park	5.3	
2 B	Park	3.2	
3 A	Private Recreation	4.3	
3 B	Private Recreation	6.8	
4	School	10.9	
5 A	Open Space	117.2	
5 B	Open Space	5.2	
5 C	Open Space	5.0	
5 D	Open Space	9.4	
5 E	Open Space	1.8	
5 F	Open Space/Park	37.4	
6	Wildlife Corridor	30.9	
7	Lake	26.5	
TOTAL		972.9	2,000

1. The acreage figures are an estimated allocation for the land uses.
2. Balance of required Open Space is contained within residential figures. The Residential Parking Areas include Manufacture-Useable Open Space. Refer to Exhibit 6 for Open Space Plan.
3. (C) Shown on Exhibit, refers to commercial overlay area. The location of the two commercial sites are in planning areas 1B and 3A.

POSSIBLE FIRE STATION LOCATION

SCALE: 1"=1166' EXHIBIT II



Hillmaker Associates, Inc.
 600
 Planning, Engineering, and Construction
 1700 No. 1st St.

RESOLUTION NO. 89-73

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAKE ELSINORE
CERTIFYING ENVIRONMENTAL DOCUMENTS
FOR THE TUSCANY HILLS DEVELOPMENT

WHEREAS, the City Council of the City of Lake Elsinore (the "City") has previously certified an environmental impact report No. SCH 79082906 (the "EIR") with respect to the Tuscany Hills Development (the "Project"); and

WHEREAS, Homestead Land Development Corporation (the "Developer"), as developer of the Project, subsequently entered into consultation with the United States Fish and Wildlife Service regarding a Conservation Plan for Stephens' Kangaroo Rat habitat, to be implemented by a Conservation Agreement among the City, the Developer, and the United States Fish and Wildlife Service (the "Conservation Agreement") and an Agreement and Declaration of Covenants, Conditions and Restrictions on Use ("Declaration of Covenants"); and

WHEREAS, the City has caused an Addendum (the "Addendum") to the EIR to be prepared which addresses the technical changes to the Project associated with the execution, delivery and performance of the Conservation Agreement and Declaration of Covenants, and which addresses the technical changes to the Project associated with the conversion of the Project from a mixed single- and multi-family development to a single-family development; and

WHEREAS, the Planning Commission has previously reviewed the EIR and the Addendum and has recommended that the City Council (1) certify that the Addendum has been prepared in accordance with the requirements of the California Environmental Quality Act and the City's CEQA guidelines; (2) approve the Specific Plan for the Project, (3) approve the Conservation Agreement and the Declaration of Covenants and (4) approve amendments to the 1980 Development Agreement for the Project; and

WHEREAS, the City Council has reviewed the EIR and the Addendum, each prepared in accordance with the California Environmental Quality Act, and has considered the information contained therein and in the other documents referred to therein; and

WHEREAS, the City Council will contemporaneously approve a specific plan, an amended and restated development agreement, the Declaration of Covenants and the Conservation Agreement related to the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council that:

1. The City Council hereby certifies that the Addendum has been prepared in accordance with the requirements of the California Environmental Quality Act and the City's CEQA Guidelines, and that the EIR and the Addendum are complete and adequate in that they address all environmental effects of the Project and all discretionary approvals required therefor.

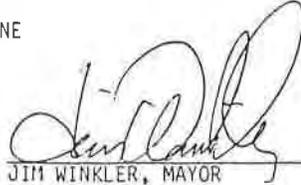
PASSED, APPROVED AND ADOPTED this 26th day of December, 1989,
upon the following vote:

AYES: COUNCILMEMBERS: BUCK, DOMINGUEZ, STARKEY, WASHBURN, WINKLER

NOES: COUNCILMEMBERS: NONE

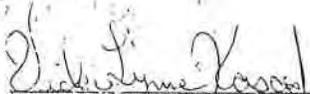
ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE



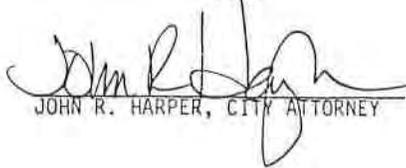
JIM WINKLER, MAYOR
CITY OF LAKE ELSINORE

ATTEST:



VICKI LYNNE KASAD, CITY CLERK
CITY OF LAKE ELSINORE

APPROVED AS TO FORM & LEGALITY:

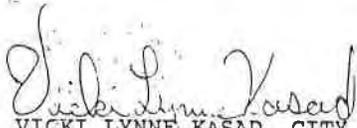


JOHN R. HARPER, CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) SS:
CITY OF LAKE ELSINORE)

I, Vicki Lynne Kasad, City Clerk of the City of Lake Elsinore,
DO HEREBY CERTIFY that the foregoing Resolution duly adopted by the
City Council of the City of Lake Elsinore at a regular meeting
of said Council on the 26th day of December, 1989, and that it
was so adopted by the following vote:

AYES: COUNCILMEMBERS: BUCK, DOMINGUEZ, STARKEY
WASHBURN, WINKLER
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: NONE
ABSTAIN: COUNCILMEMBERS: NONE


VICKI LYNNE KASAD, CITY CLERK
CITY OF LAKE ELSINORE

(SEAL)

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) SS:
CITY OF LAKE ELSINORE)

I, Vicki Lynne Kasad, City Clerk of the City of Lake Elsinore,
DO HEREBY CERTIFY that the above and foregoing is a full, true and
correct copy of Resolution No. 89-73 of said Council, and that the
same has not been amended or repealed.

DATED: December 27, 1989


VICKI LYNNE KASAD, CITY CLERK
CITY OF LAKE ELSINORE

(SEAL)

RESOLUTION NO. 89-74

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAKE ELSINORE
APPROVING A CONSERVATION AGREEMENT
AND DECLARATION OF COVENANTS
FOR THE TUSCANY HILLS DEVELOPMENT AND
MAKING CERTAIN FINDINGS WITH RESPECT THERETO

WHEREAS, the City Council of the City of Lake Elsinore (the "City") has previously certified an environmental impact report No. SCH 79082906 (the "EIR") with respect to the Tuscany Hills Development (the "Project"); and

WHEREAS, Homestead Land Development Corporation (the "Developer"), as developer of the Project, subsequently entered into consultation with the United States Fish and Wildlife Service regarding a Conservation Plan for Stephens' Kangaroo Rat habitat, to be implemented by a Conservation Agreement among the City, the Developer, and the United States Fish and Wildlife Service (the "Conservation Agreement") and an Agreement and Declaration of Covenants, Conditions and Restrictions on Use ("Declaration of Covenants"); and

WHEREAS, the City has caused an Addendum to the EIR to be prepared which addresses the technical changes to the Project associated with the execution, delivery and performance of the Conservation Agreement and Declaration of Covenants, and which addresses the technical changes to the Project associated with the conversion of the Project from a mixed single- and multi-family development to a single-family development; and

WHEREAS, the Planning Commission has previously reviewed the EIR and the Addendum and has recommended that the City Council (1) certify that the Addendum has been prepared in accordance with the requirements of the California Environmental Quality Act and the City's CEQA guidelines; (2) approve the Specific Plan for the Project, (3) approve the Conservation Agreement and the Declaration of Covenants and (4) approve amendments to the 1980 Development Agreement for the Project; and

WHEREAS, the City Council has reviewed the EIR and the Addendum thereto, each prepared in accordance with the California Environmental Quality Act, and has considered the information contained therein and in the other documents referred to therein; and

WHEREAS, the City Council certified the Addendum to the EIR and has made the findings required by Section 15091(a) of the State CEQA Guidelines, attached to Ordinance No. 879 as Attachment A; and

WHEREAS, the City Council is contemporaneously approving the Specific Plan and the Amended and Restated 1980 Development Agreement relating to the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council that:

Upon the recommendation of the Planning Commission and based upon the findings adopted previously by the City Council with regard to the approval of the Project, attached to Ordinance No. 879 as Attachment A, the City Council hereby: (i) determines that it is in the best interest of the City to enter into the Conservation Agreement in the form attached hereto as Exhibit A and the Declaration of Covenants in the form attached hereto as Exhibit B, (ii) approves the Conservation Agreement and the Declaration of Covenants and (iii) directs the Mayor to execute and deliver such agreements on behalf of the City.

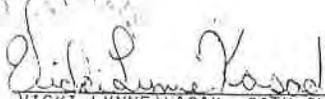
PASSED, APPROVED AND ADOPTED this 26th day of December, 1989,
by the following vote:

AYES: COUNCILMEMBERS: BUCK, DOMINGUEZ, STARKEY, WASHBURN, WINKLER
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: NONE
ABSTAIN: COUNCILMEMBERS: NONE



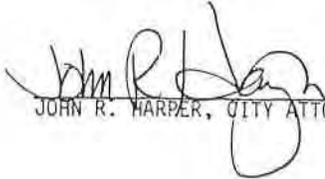
JIM WINKLER, MAYOR
CITY OF LAKE ELSINORE

ATTEST:



VICKI LYNNE KASAD, CITY CLERK
CITY OF LAKE ELSINORE

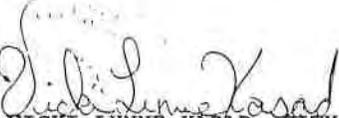
APPROVED AS TO FORM AND LEGALITY:



JOHN R. HARPER, CITY ATTORNEY

City Council of the City of Lake
of said Council on the 26th day of December, 1989, and that it
was so adopted by the following vote:

AYES: COUNCILMEMBERS: BUCK, DOMINGUEZ, STARKEY
WASHBURN, WINKLER
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: NONE
ABSTAIN: COUNCILMEMBERS: NONE

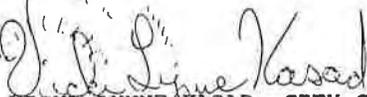

VICKI LYNNE KASAD, CITY CLERK
CITY OF LAKE ELSINORE

(SEAL)

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) SS:
CITY OF LAKE ELSINORE)

I, Vicki Lynne Kasad, City Clerk of the City of Lake Elsinore
DO HEREBY CERTIFY that the above and foregoing is a full, true and
correct copy of Resolution No. 89-74 of said Council, and that the
same has not been amended or repealed.

DATED: December 27, 1989


VICKI LYNNE KASAD, CITY CLERK
CITY OF LAKE ELSINORE

(SEAL)

ORDINANCE NO. 879

ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF LAKE ELSINORE
APPROVING A SPECIFIC PLAN
FOR THE TUSCANY HILLS DEVELOPMENT AND
MAKING CERTAIN FINDINGS WITH RESPECT THERETO

WHEREAS, the City Council of the City of Lake Elsinore (the "City") has previously certified an environmental impact report No. SCH 79082906 (the "EIR") with respect to the Tuscany Hills Development (the "Project"); and

WHEREAS, Homestead Land Development Corporation (the "Developer"), as developer of the Project, subsequently entered into consultation with the United States Fish and Wildlife Service regarding a Conservation Plan for Stephens' Kangaroo Rat habitat, to be implemented by a Conservation Agreement among the City, the Developer, and the United States Fish and Wildlife Service (the "Conservation Agreement") and an Agreement and Declaration of Covenants, Conditions and Restrictions on Use ("Declaration of Covenants"); and

WHEREAS, the City has caused an Addendum to the EIR to be prepared which addresses the technical changes to the Project associated with the execution, delivery and performance of the Conservation Agreement and Declaration of Covenants, and which addresses the technical changes to the Project associated with the conversion of the Project from a mixed single- and multi-family development to a single-family development; and

WHEREAS, the Planning Commission has previously reviewed the EIR and the Addendum and has recommended that the City Council (1) certify that the Addendum has been prepared in accordance with the requirements of the California Environmental Quality Act and the City's CEQA guidelines; (2) approve the Specific Plan for the Project, (3) approve the Conservation Agreement and the Declaration of Covenants and (4) approve amendments to the 1980 Development Agreement for the Project; and

WHEREAS, the City Council reviewed the EIR and the Addendum thereto, each prepared in accordance with the California Environmental Quality Act, and has considered the information contained therein and in the other documents referred to therein; and

WHEREAS, the City Council has certified the Addendum to the EIR and has made the findings required by Section 15091(a) of the State CEQA Guidelines, attached hereto as Attachment A; and

WHEREAS, the City Council is contemporaneously approving the Amended and Restated 1980 Development Agreement, the Conservation Agreement and the Declaration of Covenants relating to the Project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE ELSINORE DOES ORDAIN THAT:

Section 1: Upon the recommendation of the Planning Commission and based upon the findings adopted hereby with regard to the approval of the Project, attached hereto as Attachment A, the City Council hereby (i) finds that the Specific Plan for the Project area attached hereto as Exhibit A is consistent with the General Plan of the City, (ii) finds that the adoption of the Specific Plan is in the public interest, (iii) approves and adopts the Specific Plan, and (iv) approves and adopts the Mitigation Monitoring Program contained in Appendix 15 to the Specific Plan.

Section 2. This Ordinance shall take effect thirty (30) days after the date of its passage. The City Clerk shall certify as to adoption of this Ordinance and cause this Ordinance to be published and posted in the manner required by law.

PASSED UPON FIRST READING this 9th day of January, 1990, by the following roll call vote:

AYES: COUNCILMEMBERS: BUCK, DOMINGUEZ, STARKEY, WASHBURN, WINKLER
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: NONE
ABSTAIN: COUNCILMEMBERS: NONE

PASSED, APPROVED AND ADOPTED UPON SECOND READING this 23rd day of January, 1990, by the following roll call vote:

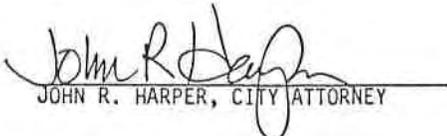
AYES: COUNCILMEMBERS: BUCK, DOMINGUEZ, STARKEY, WASHBURN, WINKLER
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: NONE
ABSTAIN: COUNCILMEMBERS: NONE

JIM WINKLER, MAYOR
CITY OF LAKE ELSINORE

ATTEST:

VICKI KASAD, CITY CLERK
CITY OF LAKE ELSINORE

APPROVED AS TO FORM AND LEGALITY:



JOHN R. HARPER, CITY ATTORNEY

CONDITIONS OF APPROVAL FOR TUSCANY HILLS SPECIFIC PLAN

PLANNING DEPARTMENT

1. The text of the November, 1989 version of the Tuscan Hills Specific Plan shall be revised to incorporate corrections and revisions and any typographical errors subsequent to approval of the Specific Plan and prior to its effective date. A legible set of Specific Plan exhibits shall be made a part of the final documents.
2. The Addendum to the Canyon Lake Hills Environmental Impact Report shall be revised to "draft final" format in consultation with staff prior to City Council hearings with seven (7) copies delivered to the City to include revisions to the text to address comments or correct typographical errors.
3. Developer will comply with all EIR mitigation measures as identified in mitigation monitoring program.
4. Developer will incorporate those design guidelines described in the Specific Plan as individual tentative maps are approved.
5. All bike ways addressed within the Tuscan Hills Specific Plan shall be shown on tentative maps.
6. Developer shall comply with all conditions of the Conservation Agreement entered into with the United States Fish and Wildlife Service.
7. During all grading operations, adherence to the South Coast Air Quality Management District's Rule 403, dealing with fugitive dust and watering, shall be required.
8. All final tracts noted on Exhibits 1 and 2 shall include lot sizes in substantial compliance with said Exhibits 1 and 2.
9. Minimum lot width shall be 50 feet for single-family detached home lots.
10. Double fronting lots on primary or secondary streets shall have a minimum lot depth of 120 feet or a combination of increased parkway width and lot depth in order to create sufficient separation from these more heavily traveled streets.

CONDITIONS OF APPROVAL FOR TUSCANY HILLS SPECIFIC PLAN, Continued

11. Front yard setbacks for garages shall be seventeen feet (17') with minor variations for grading and aesthetic purposes permitted to a minimum of ten feet (10') subject to the approval of the Planning Commission.
12. Side yard setbacks shall be a minimum of five feet (5') of level ground. Corner lots shall have a setback of a minimum of ten feet (10'), of which five feet (5') shall be level ground.
13. The water feature in the main entry shall be designed and installed in such a manner that maintenance is ensured throughout the life of the project. The City may require a bond for the main water feature.
14. The side and rear elevations of homes shall be well designed and given appropriate architectural treatment, especially when they will be visible from public rights of ways.
15. Entry monument features shall be placed to be in compliance with the City's sight-distance standards.
16. Landscape standards for materials and installation shall be established in accordance with the Tuscan Hills Specific Plan.
17. Slopes on individual lots that are in excess of three (3) feet in height shall be landscaped and irrigation shall be installed by the developer.
18. The internal spacing of wall pilasters shall be subject to the approval of the Community Development Director.
19. All lots with side and/or rear yards adjacent to public rights of way or open space areas shall have decorative walls installed by the developer.
20. Interior lot line fencing will be required and installed by the builder. Said internal fencing may be of other standard fencing materials in accordance with the provisions of the Specific Plan, unless the interior fence is visible from a public right of way.
21. The Specific Plan shall designate where the various wall designs are to be located; i.e., decorative masonry, combination wrought iron, and decorative masonry or wood fencing.

CONDITIONS OF APPROVAL FOR TUSCANY HILLS SPECIFIC PLAN, Continued

ENGINEERING DEPARTMENT

22. City and County Fire Department standards shall be satisfied prior to construction of any structures.
23. Improvement plans, including sewer and water, shall be approved prior to the final map approval.
24. All site planning shall incorporate measures to promote waste reduction and recycling to the extent feasible.
25. Prior to tentative map approval for the northern portion of Tuscany Hills, the project proponent will submit for review and approval a conceptual drainage plan to the City of Lake Elsinore. Final drainage plans shall be approved prior to recordation of final tract maps or as may be required.
26. On-street parking shall be provided at a minimum of one (1) space per unit/lot. On-street parking can be aggregated within a tract/neighborhood.
27. One side of each single-loaded street shall be posted for "No Parking."
28. Provisions for secondary access from Greenwald Avenue shall be accommodated prior to the issuance of use and occupancy permits for Phase One development.
29. Single-loaded cul-de-sacs and loop streets not more than 1,000 feet in length shall have forty (40) foot right of way, twenty-eight (28) feet curb to curb, eight (8) foot parkway on the loaded side, and four (4) foot parkway for unloaded side.
30. Single-loaded streets serving as through neighborhood access shall have a forty-six (46) foot right of way, thirty-six (36) foot curb to curb, six (6) foot parkway on the loaded side and four (4) foot parkway on the unloaded side.
31. All single-loaded street intersections with local streets shall have a forty-six (46) foot right of way and thirty-six (36) foot curb-to-curb dimension.
32. All double and single-loaded cul-de-sac streets shall terminate in a modified cul-de-sac with a curb radius at the bulb of thirty-six (36) feet.

CONDITIONS OF APPROVAL FOR TUSCANY HILLS SPECIFIC PLAN, Continued

33. A complete and detailed infrastructure schedule shall be submitted to the City Engineer and approved by the Planning Commission before any final map is approved. Infrastructure schedule shall include timing of and bonding for traffic signal installation and ultimate completion of the backbone system. The schedule shall be tied to occupancy of specific tracts.
34. The grade for local streets shall generally not exceed nine percent (9%) with the exception that grades up to a maximum of fifteen percent (15%) will be considered because of design constraints with the Approval of the City Engineer.
35. The maximum grade for any manufactured slope shall be 2:1 or 50% or as may be approved by the City Engineer based upon recommendations by a soils engineer on slope stability.

BUILDING/SAFETY

36. All structures shall be designed to incorporate all state and local water conservation regulations, subject to the approval of the Chief Building Official.
37. Issuance of all City construction permits by the project proponent will be subject to any City Noise Ordinances and Policies.
38. The project proponent will be required to submit additional acoustic studies to the City of Lake Elsinore prior to building permits as required by the Chief Building Official.
39. Prior to construction, the Chief Building Official shall approve a grading plan and all supporting studies.
40. Garage door openers shall be installed in all residential units.
41. The minimum lot width at the street property line for pie-shaped lots shall be thirty (30) feet or alternatively, there shall be at least one on-street parking space for each pie-shaped lot.
42. All walls and fencing shall be installed by the builder.

CONDITIONS OF APPROVAL FOR TUSCANY HILLS SPECIFIC PLAN, Continued

COMMUNITY SERVICES

43. A park implementation plan shall be prepared for review and approval by the Community Services Director. The park implementation plan shall provide that the five-acre park in Planning Area 2A be improved prior to the issuance of the 51 certificate of use and occupancy. Said plan shall also provide that the five-acre (5) park in Planning Area 4 adjacent to the school site be improved prior to the issuance of the 1001 certificate of use and occupancy. Further, a. 4.8-acre park adjacent to the lake be improved and dedicated to the City, prior to or concurrent with the improvement of the lake. Installation of park facilities shall occur in accordance with the park implementation plan.
44. Developer shall participate in the City of Lake Elsinore City-wide Landscaping and Streetlighting District pursuant to Resolution No. 88-27.

PUBLIC WORKS DEPARTMENT

45. Contour grading should be practiced throughout the project by using natural curves and variable slopes, including variations to the standard 2:1 slope.
46. Drainage structures required on large slopes should be designed to avoid an angular layout or rigid geometric patterns.
47. The 37.4-acre open space/park will be owned and maintained by the home owners' association or some other private entity. The developer will make an offer for dedication of this area.
48. The 3.2-acre open space/park area adjacent to the lake and the private recreation facility will be owned and maintained by the home owners' association. The developer will make an offer for dedication of this area.
49. The 30.9-acre wildlife corridor will be owned and maintained by the home owners' association. The developer will make an offer for dedication of this area.
50. All open space and slopes outside the public right-of-way will be owned and maintained by either a master homeowners association or private homeowners. All open space areas owned by the homeowners association will be offered for irrevocable dedication to the City.

**EXHIBIT 1
Northern Tuscany Hills Lot Size by Tentative Tract Number**

Tentative Tract Number	Number of Lots	4,000 sq. ft. Lots		4,500 sq. ft. Lots		5,000 sq. ft. Lots		5,500 sq. ft. Lots		6,000 sq. ft. Lots		6,500 sq. ft. Lots and larger	
		12/13	1/9	12/13	1/9	12/13	1/9	12/13	1/9	12/13	1/9	12/13	1/9
24383	167	0	0	0	0	0	4	28	20	33	15	106	128
25074	130	9	0	44	0	10	20	9	26	13	21	45	63
25075	122	0	0	37	0	27	66	24	21	7	13	27	22
25076	144	0	0	0	0	35	15	47	5	9	10	53	114
25077	176	0	0	7	0	12	3	13	16	44	10	100	147
25078	183	0	0	5	0	32	8	38	8	25	22	83	145
25079	102	0	0	0	0	0	0	13	0	20	0	69	102
25080	105	0	0	0	0	0	0	36	2	19	0	50	103
TOTALS	1,129	9	0	93	0	116	116	208	98	170	91	533	824
% of Northern Tuscany Hills	100%	<1%	0	8%	0	10%	10%	19%	9%	15%	8%	47%	73%

This table replaces Exhibit 1 of the Tuscany Hills Specific Plan Conditions of Approval.

1/9/90

EXHIBIT 2

Southern Tuscany Hills Lot Size by Tentative Tract Number

Tentative Tract Number	Number of Lots	4,000 sq. ft. Lots	4,500 sq. ft. Lots	5,000 sq. ft. Lots	5,500 sq. ft. Lots	6,000 sq. ft. Lots	6,500 sq. ft. Lots and Larger
17413-1	207	0	9	10	45	24	119
17413-3	158	0	0	0	1	10	147
17413-4	24	0	0	0	0	0	24
17413-6	135	0	2	6	15	32	80
17413-7	77	0	0	0	0	4	73
17413-8	123	0	0	0	6	16	101
17413-2*							
17413-5*	147						
TOTALS	871	0	11	16	67	86	544
% of Southern Tuscany Hills	83%**	0%	1%	2%	8%	10%	62%

* Engineering on these tracts by others.
 ** 100% figure not obtained because of Tracts 17413-2 and 17413-5. Pad sizes unavailable at time of this document.

12/13/89 Exhibit 2 Tuscany Hills Specific Plan Conditions of Approval.



Tuscany Hills North Lot Size

<u>Tentative Tract Number</u>	<u>Min. Sq. Ft.</u>	<u>Max. Sq. Ft.</u>	<u>Avg. Sq. Ft.</u>
24383	5,391	39,732	10,407
25080	5,908	60,358	10,826
25079	6,910	51,220	13,073
25078	5,096	34,345	9,203
25077	5,074	35,442	10,151
25076	5,105	21,419	9,247
25075	5,000	7,332	5,686
25074	5,045	32,345	7,400

1/9/90
Exhibit 2 of Tuscany Hills City Council Hearing

ORDINANCE NO. 380

ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF LAKE ELSINORE
APPROVING AMENDMENTS TO THE 1980 DEVELOPMENT AGREEMENT
FOR THE TUSCANY HILLS DEVELOPMENT AND
MAKING CERTAIN FINDINGS WITH RESPECT THERETO

7
WHEREAS, the City Council of the City of Lake Elsinore (the "City") has previously certified an environmental impact report No. SCH 79082906 (the "EIR") with respect to the Tuscany Hills Development (the "Project"); and

WHEREAS, Homestead Land Development Corporation (the "Developer"), as developer of the Project, subsequently entered into consultation with the United States Fish and Wildlife Service regarding a Conservation Plan for Stephens' Kangaroo Rat habitat, to be implemented by a Conservation Agreement among the City, the Developer, and the United States Fish and Wildlife Service (the "Conservation Agreement") and an Agreement and Declaration of Covenants, Conditions and Restrictions on Use ("Declaration of Covenants"); and

WHEREAS, the City has caused an Addendum to the EIR to be prepared which addresses the technical changes to the Project associated with the execution, delivery and performance of the Conservation Agreement and Declaration of Covenants, and which addresses the technical changes to the Project associated with the conversion of the Project from a mixed single- and multi-family development to a single-family development; and

WHEREAS, the Planning Commission has previously reviewed the EIR and the Addendum and has recommended that the City Council (1) certify that the Addendum has been prepared in accordance with the requirements of the California Environmental Quality Act and the City's CEQA guidelines; (2) approve the Specific Plan for the Project, (3) approve the Conservation Agreement and the Declaration of Covenants and (4) approve amendments to the 1980 Development Agreement for the Project; and

WHEREAS, the City Council has reviewed the EIR and the Addendum thereto, each prepared in accordance with the California Environmental Quality Act, and has considered the information contained therein and in the other documents referred to therein; and

WHEREAS, the City Council has certified the Addendum to the EIR and has made the findings required by Section 15091(a) of the State CEQA Guidelines, attached to Ordinance No. 879 as Attachment A; and

WHEREAS, the City Council is contemporaneously approving the Specific Plan, the Conservation Agreement and the Declaration of Covenants relating to the Project.

j
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE ELSINORE DOES ORDAIN THAT:

7
Section 1: Upon the recommendation of the Planning Commission and based upon the findings adopted previously by the City Council with regard to the approval of the Project, attached to Ordinance No. 879 as Attachment A, the City Council hereby: (1) determines that (a) it is in the best interest of the City to enter into the Amended and Restated 1980 Development Agreement (the "Development Agreement") in the form attached hereto as Exhibit A, (b) the provisions of the Development Agreement are consistent with the City's General Plan and (c) the provisions of the Development Agreement are consistent with the Specific Plan proposed by the Developer and approved by the City Council by Ordinance No. 879; and (2) approves the Development Agreement and directs the [Mayor] to execute and deliver the Development Agreement on behalf of the City.

Section 2: This Ordinance shall take effect thirty (30) days after the date of its passage. The City Clerk shall certify as to adoption of this Ordinance and cause this Ordinance to be published and posted in the manner required by law.

PASSED UPON FIRST READING this 9th day of January, 1990 upon the following roll call vote:

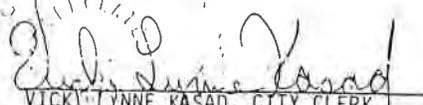
AYES: COUNCILMEMBERS: BUCK, DOMINGUEZ, STARKEY, WASHBURN, WINKLER
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: NONE
ABSTAIN: COUNCILMEMBERS: NONE
]

PASSED, APPROVED AND ADOPTED this 23rd day of January, 1990, upon the following roll call vote:

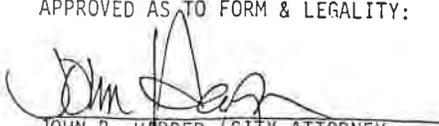
AYES: COUNCILMEMBERS: BUCK, DOMINGUEZ, STARKEY, WASHBURN, WINKLER
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: NONE
ABSTAIN: COUNCILMEMBERS: NONE


JIM WINKLER, MAYOR
CITY OF LAKE ELSINORE

ATTEST:

]

VICKI LYNNE KASAD, CITY CLERK
CITY OF LAKE ELSINORE

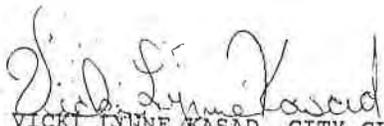
APPROVED AS TO FORM & LEGALITY:


JOHN R. HARPER, CITY ATTORNEY
CITY OF LAKE ELSINORE

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) SS:
CITY OF LAKE ELSINORE)

I, Vicki Lynne Kasad, City Clerk of the City of Lake Elsinore,
DO HEREBY CERTIFY that the foregoing Ordinance had its first reading
on January 9, 1990, and had its second reading on January 23, 1990
and was passed by the following vote:

AYES: COUNCILMEMBERS: BUCK, DOMINGUEZ, STARKEY,
WASHBURN, WINKLER
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: NONE
ABSTAIN: COUNCILMEMBERS: NONE

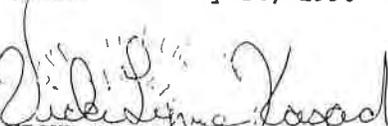

VICKI LYNNE KASAD, CITY CLERK
CITY OF LAKE ELSINORE

(SEAL)

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) SS:
CITY OF LAKE ELSINORE)

I, Vicki Lynne Kasad, City Clerk of the City of Lake Elsinore,
DO HEREBY CERTIFY that the above and foregoing is a full, true and
correct copy of Ordinance No. 880 of said Council, and that the
same has not been amended or repealed.

DATED: January 24, 1990


VICKI LYNNE KASAD, CITY CLERK
CITY OF LAKE ELSINORE

(SEAL)

RECEIVED FOR RECORD
AT 2:00 O'CLOCK P.M.

FEB 8 1990

Recorded in Official Records
of Riverside County, California

William J. P. [Signature]
Recorder

RECEIVED
FEB 01 1990
HLDC
Fees \$ 77

77
/ 36

DEVELOPMENT AGREEMENT
BETWEEN THE
CITY OF LAKE ELSINORE
AND
HOMESTEAD LAND DEVELOPMENT CORPORATION
FOR TUSCANY HILLS DEVELOPMENT

First American Title Company has recorded this instrument
by request as an agreement of a party to a deed or instrument
if for regularity and convenience of title to the property the
title to any real property shall may be developed herein.

119MSDEV
11/28/89

DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF LAKE ELSINORE
AND HOMESTEAD LAND DEVELOPMENT CORPORATION
FOR TUSCANY HILLS DEVELOPMENT

1. PARTIES AND DATE

The parties to this Development Agreement ("Agreement") are the City of Lake Elsinore, California, a municipal corporation and political subdivision of the State of California ("City"), and Homestead Land Development Corporation, a California corporation ("Developer"). The project to which this Agreement applies is commonly known as Tuscany Hills. This Agreement is made and entered into on _____.

2. RECITALS

2.1 On May 29, 1980, City and Developer's predecessor executed an agreement entitled "Development Agreement" pursuant to Government Code Sections 65864, et seq., City of Lake Elsinore Ordinance No. 602, and City of Lake Elsinore Resolution No. 80-13, which Agreement concerned the real property then located in the unincorporated area of the County of Riverside, and which is now located in the city limits of the City of Lake Elsinore, County of

Riverside, and which is more particularly described in the attached Exhibit "A", and which Agreement was recorded on October 7, 1982, in the Official Records of Riverside County, at Book 1982, Page 173696.

2.2 On or about December, 1982, for the mutual benefit of the parties, an amendment to the aforementioned Development Agreement was prepared, but not formally adopted by the parties.

2.3 The parties now wish to completely amend and supercede by this Agreement the Development Agreement and any and all amendments thereto.

2.4 Legal authority. California Government Code Section 65864 et seq. authorize City to enter into development agreements in connection with the development of real property with City. This Agreement is made and entered into pursuant to those provisions of state law.

2.5 Consistency finding. By approving and executing this Agreement, the City Council finds that its provisions are consistent with City's General Plan, Tuscany Hills Specific Plan, and all other applicable Existing Land Use Ordinances of City.

2.6 Status of project. Since May, 1980, various property owners and developers have been in the process of planning, financing and preparing for the Development commonly known as Tuscany Hills, a large scale mixed use phased Development of some 2,000 dwellings on 973 acres in the City of Lake Elsinore more

particularly described in City of Lake Elsinore Tuscany Hills Specific Plan and City of Lake Elsinore Tuscany Hills EIR. Additional land uses include schools, open space and recreational uses, including one 35-acre park. Constructing the Tuscany Hills project pursuant to City's approved specific plan and providing the mitigation set forth in the Tuscany Hills EIR will require major investment by Developer in public facilities and on-site and off-site improvements. The Development has been analyzed and reviewed by City as part of its process of granting development approvals in light of the enacted land use standards and policies of City' embodied in its Existing Land Use Ordinances and pursuant to state law, including but not limited to CEQA.

2.7 Consideration. City has determined that entry into this Agreement will further the goals and objectives of City's land use planning policies by eliminating uncertainty in planning for the orderly Development of the Project so that adequate long term plans regarding the provision of necessary infrastructure for existing and future City residents can be developed and implemented. Further, the maximum effective utilization of resources with City will be pursued at the least economic cost to its citizens. City acknowledges that the Project is and shall be considered a single, integrated development project, that each phase of the Project is dependent upon the completion and

occupancy of each other phase, and that the viability of each phase of the Project is and shall be dependent upon the completion and occupancy of each other phase and the full performance of this Agreement. The benefits conferred by Developer herein will facilitate the installation of certain vital public improvements and will help increase traffic capacity for the road system of City, both of which will significantly promote the health, safety and general welfare of existing and future City residents. In exchange for these benefits to City and its residents, Developer wishes to receive the assurances permitted by state law that Developer may proceed to develop the Project in accordance with Existing Land Use Ordinances, and its existing financial and contractual commitments, and at a rate of development of its choosing, subject to the terms and conditions contained in this Agreement. The assurances provided by City and Developer to each other herein and provided pursuant to and as contemplated by statute, bargained and in consideration for the undertakings of the parties, and are intended to be and have been relied upon by the parties to their detriment.

City and Developer agree that the following amenities and improvements being provided by Developer and others as part of the planning, financing and construction of the project will result in substantial general public benefit. The following is a general description of those amenities and improvements. The specific requirements are set forth in the Tuscany Hills Specific Plan

a. As part of the Development of the Tuscany Hills project, Developer and others will provide in excess of _____ acres of permanent passive open space, which shall include any portion of any parcel of real property on which a structure has not been constructed, said open space, excepting that portion dedicated to the City for park and recreation purposes, to be watered and maintained by an association of owners or entities other than City.

b. At the option of City, Developer shall dedicate a minimum of thirty-five (35) acres to be located in the southeasterly corner of said site and to be open to public use; or at the option of City, to pay park fees assessed by the City in lieu of said dedication; providing further, that an additional five (5) acres will be dedicated for park and recreation purposes if not required for on site sewer treatment plant.

c. Developer shall offer to dedicate a suitable site to the Elsinore Unified School District for school purposes upon terms and conditions agreed upon between Developer and District, said dedication not to exceed eleven (11) acres; provided further, that said terms and conditions provide for two (2) regulation Little League baseball diamonds.

d. Developer shall acquire right-of-way if necessary, dedicate to the City an improved said right-of-way as a motor vehicle access from the south end of Developer's property connecting with the Railroad Canyon Road.

e. Developer shall provide a recreation center for the owners of living units and their guests and as part of the total design and scheme of development on said nine hundred seventy-three (973) acre site, the sole cost of improvement to be borne by Developer, and the maintenance to be borne by the homeowners' association.

f. Developer shall offer to dedicate to the City one (1) acre for a future fire station site and shall provide a triple A pumper or other equipment in the event the Riverside County Fire Department, now serving the City by contract, so requires Developer, upon the express condition that if and when City organizes and puts into operation a City fire department, said pumper and other equipment, if supplied by Developer, shall be forthwith transferred physically and by title to City.

The consideration to Developer for the provision of these special amenities is the consummation of this Agreement by City.

In consideration for City's entering into this Agreement and the uses permitted herein, Developer agrees that it will comply with all the conditions of approval during the time this Agreement is in full force and effect. The parties acknowledge that this

Agreement by City is a material consideration for Developer's acceptance of the conditions of approval as specifically set forth herein.

3. DEFINITIONS

3.1 "Agreement" means this Development Agreement made and entered into by and between the City of Lake Elsinore and Homestead Land Development Corporation in accordance with applicable state law and local regulations.

3.2 "CEQA" means the California Environmental Quality Act of 1970 (California Public Resources Code Section 21000 et seq.) and the State CEQA Guidelines (California Code of regulations, Title 14, Section 15000 et seq.).

3.3 "City" means the City of Lake Elsinore, including its officials, officers, employees, commissions, committees and boards.

3.4 "City Council" means the duly elected City Council of the City of Lake Elsinore.

3.5 "Developer" means Homestead Land Development Corporation, and its successors in interest to all or any part of the Property.

3.6 "Development" means the improvement of the Property for the purposes of constructing and otherwise effecting the structures, improvements and facilities comprising the Project as set forth in this Agreement, including but not limited to grading, the construction of infrastructure and public facilities related

to the Project (whether located within or outside the Property), the construction of structures and buildings and the installation of landscaping.

3.7 "Development Approval(s)" means the Tuscany Hills Specific Plan, as in effect on the date of this Agreement.

3.8 "Effective Date" means the date this Agreement is recorded with the Riverside County Recorder.

3.9 "EIR" means an environmental impact report prepared in accordance with the provisions of CEQA.

3.10 "Existing Development Approvals" means the Tuscany Hills Specific Plan as in effect on the date of this Agreement.

3.11 "Existing Land Use Ordinances" means the Specific Plan, as in effect on the date of this Agreement, and, to the extent applicable and not inconsistent with the Specific Plan, the City's rules, regulations, official policies, taxes and fee programs, including, without limitation, the City's general plan and zoning, subdivision, and building regulations, whether adopted by the City Council or by the voters in an initiative, in effect as of the date of this Agreement.

3.12 "LAFCO" means the Riverside County Local Agency Formation Commission.

3.13 "Project" means the development project, as set forth in the Tuscany Hills Specific Plan, as in effect on the date of this Agreement.

3.14 "Property" means the real property which is the subject of this Agreement and described in Section 4 below.

3.15 "Specific Plan" means the Specific Plan for the Project.

4. PROPERTY COVERED

The property covered by this Agreement is described as Exhibit "A" attached hereto and incorporated herein by this reference.

5. INTEREST OF CONTRACTING PARTY

Developer has the following legal interest in the real property subject to this Agreement and described above in Section 4: Homestead Land Development Corporation has a legal and equitable interest in the Property consisting of fee simple title.

6. DURATION OF AGREEMENT

6.1 Scheduling. Pursuant to Government Code Section 65865.2, the duration of this Agreement shall be for ten (10) calendar years from and after the date of execution of this agreement. Construction of the Project covered by this Agreement will be undertaken following receipt of requisite Development Approvals from City. City and Developer acknowledge that Developer cannot at this time accurately predict the time schedule within which the Project will be developed, except that it will be completed within the aforesaid ten (10) year period. Such decisions with respect to the rate of Development of the Project will depend upon a number of circumstances not within the control of Developer, including market factors, demand, the state of the economy, and other matters. Therefore, so long as the Project is constructed in a manner consistent with City's Existing Land Use Ordinances as at the date of this Agreement and the Tuscan Hills Specific Plan and this Agreement, Developer shall have the right to construct the Project at the rate and in the sequence deemed appropriate by Developer within the exercise of its sound business

judgment. It is Developer's present reasonable expectation the Development of the Project will be completed within the term of this Agreement. For purposes of this Agreement, completion of the Project shall mean the date on which a certificate of occupancy or comparable instrument is issued for the last improvement or structure constructed pursuant to this Agreement. Following the expiration of the aforesaid ten (10) year term, this Agreement shall be deemed terminated and of no further force and effect.

6.2 Periodic review. City shall, in accordance with applicable state law, review this Agreement at least once every twelve (12) months from and after the Effective Date hereof. During each such periodic review, City and Developer shall have the duty to demonstrate their good faith compliance with the terms and conditions of this Agreement. Both parties agree to furnish such evidence of good faith compliance as may be reasonably necessary or required. City's failure to review at least annually Developer's compliance with this Agreement shall not constitute or be asserted by either party as a breach of the other party.

6.3 Certification of completion. Promptly upon completion of the Project, Developer will submit a draft letter of completion for City review. Upon review, City shall provide Developer with a letter of completion so certifying. This certification shall be a conclusive determination that the obligation of Developer under this Agreement has been met. The certification shall be in such form as will enable it to be recorded in the Official Records of Riverside County, California.

7. VESTED RIGHT

By entering into this Agreement and relying thereon, Developer is obtaining a vested right to proceed with the Project in accordance with the Development Plan, but subject to any remaining discretionary approvals required in order to complete the Project as contemplated by the Development Plan (which discretion shall be exercised reasonably and in accordance with the the terms of this Agreement). By entering into this Agreement and relying thereupon, City is securing certain public benefits which help to alleviate potential problems in City and enhance the public health, safety and welfare. City therefore agrees to the following:

7.1 No conflicting enactments. Neither the City Council of City nor any other agency of City shall enact an ordinance, policy, rule, regulation or other measure applicable to the Project which relates to the rate, timing or sequencing of the development or construction of all or any apart of the Project or which is otherwise in conflict with this Agreement.

7.2 Intent of parties. In addition to and not in limitation of the foregoing, it is the intent of Developer and City that no moratorium or other limitation (whether relating to the rate, timing or sequencing of the development or construction of all or any part of the Project and whether or not enacted by initiative or otherwise effecting parcel or subdivision maps, building

permits, site development permits, special use permits, occupancy certificates or other entitlements to use approved, issued or granted within City, or portions of City, shall apply to the Project to the extent such moratorium or other limitation is in conflict with this Agreement. Notwithstanding the foregoing, should an ordinance, general plan or zoning amendment, measure, moratorium, policy, rule regulation or other limitation enacted by citizens of City thorough the initiative process be determined by a court of competent jurisdiction to invalidate or prevail over all or any part of this Agreement, Developer shall have no recourse against City pursuant to this Agreement, but shall retain all other rights, claims and causes of action at law or in equity which Developer may have independent of this Agreement. The foregoing shall not be deemed to limit the Developers right to appeal any such determination of such ordinance, general plan or zoning amendment, measure, ploy, rule, regulation, moratorium or other limitation which purports to invalidate or prevail over all or any part of this Agreement. City and Developer agree to cooperate in all reasonable manners in order to keep this Agreement in full force and effect.

8. GENERAL DEVELOPMENT OF THE PROJECT

8.1 Project. While this Agreement is in effect, Developer shall have a vested right to develop the Project in accordance with the terms and conditions of this Agreement, and in accordance with, and to the extent of the Development Approvals, but subject

to any remaining discretionary approvals required in order to complete the Project as contemplated by the Development Approvals (which discretion shall be exercised reasonably and in accordance with the terms of this Agreement) and City shall have the right to control the development of the Project in accordance with the terms and conditions of this Agreement. Except as otherwise specified in this Agreement, the Development Approvals shall control the overall design, development and construction of the Project and all on-site and off-site improvements and appurtenances in connection herewith, including, without limitation, all mitigation measures required in order to minimize or eliminate material adverse environmental impacts caused by the Project. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, the provisions for reservation and dedication of land for public purposes and other terms and conditions of development applicable to the Property shall be those set forth in this Agreement.

8.2 Effect of agreement on land use regulations. The rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings and the design, improvement and construction standards and specifications applicable to development of the Property are those rules, regulations and official policies in force as of the Agreement

Date as set forth in the Tuscany Hills Specific Plan. In connection with any approval which City is permitted or has the right to make under this Agreement relating to the Project, or otherwise under the existing land use ordinances, City shall exercise its discretion or take action in a manner which is as expeditious as possible and which complies and is consistent with the Development Plan and the standards, terms and conditions contained in this Agreement, and in a manner which will not interfere with the development of the a project for these uses and to the height, density and intensity specified in this Agreement or with the rate of development selected by Developer. City shall accept for processing and normal timely review and act on all applications for further land use entitlement approvals with respect to the project called for or required under this Agreement. Such application shall be processed in the normal manner for processing such matters.

8.3 Administrative changes and amendments. The parties acknowledge that refinements and further development of the Project may demonstrate that changes are appropriate with respect to the details and performance of the parties under this Agreement. The parties desire to retain a certain degree of flexibility with respect to the details of the Project development and with respect to those items covered in general terms under this Agreement. If and when the parties find that changes or adjustments are necessary or appropriate, they shall, unless

otherwise required by law, effectuate such changes or adjustments through administrative amendments approved by the City Director of Planning and Community Development, which, after execution, shall be attached hereto as an addenda and become a part hereof, and may be further changed and amended from time to time as necessary, with approval by City and Developer. Any such administrative changes or amendments shall not be deemed to be an amendment to this Agreement under Government Code Section 65868. Unless otherwise required by law, no such administrative amendments shall require prior notice or hearing. Notwithstanding the foregoing, the following matters shall not be considered administrative changes or amendments, but shall be considered substantive amendments which shall be reviewed by the Planning Commission and approved by the City Council:

- (a) Alteration of the permitted uses of the Property;
- (b) Increase in the density or intensity of use or number of lots;
- (c) Increase in the maximum height and size in permitted buildings;
- (d) Deletion of a requirement for the reservation or dedication of land for public purposes except for minor boundary adjustments approved by the Planning Director; and
- (e) Any amendment or change requiring a subsequent or supplemental Environmental Impact Report pursuant to Public Resources Code Section 21166.

9. RULES, REGULATIONS AND OFFICIAL POLICIES

9.1 New rules. This Agreement shall not prevent City from applying the following new rules, regulations and policies:

(a) Processing fees and charges imposed by City to cover the estimated actual costs to City of processing applications for development approvals, for monitoring compliance with any development approvals, or for monitoring compliance with environmental impact mitigation measures.

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

(c) Regulations governing construction standards and specifications including, without limitation, the City's Building Code, Plumbing Code, Mechanical Code, Electrical Code and Fire Code provided that such construction standards and specifications are applied on a City-wide basis.

(d) Regulations which are not in conflict with the Development Approvals or this Agreement.

(e) Regulations which are in conflict with the Development Approvals or this Agreement if such regulations have been consented to in writing to by Developer.

9.2 Subsequent actions and approvals. In accordance with Government Code Section 65866, this Agreement shall not prevent City in subsequent actions applicable to the Property from

applying new rules, regulations and policies which do not conflict with those existing rules, regulations and policies set forth in the Development Approvals, nor shall this Agreement prevent City from denying or conditionally approving any subsequent development project application on the basis of such existing or new rules, regulations or policies.

9.3 State and federal laws. In the event that State or Federal laws or regulations, enacted after this Agreement is executed, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; 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.

10. COOPERATION AND COVENANT OF FURTHER ASSURANCES

10.1 Third party actions. Developer and City shall cooperate in defending any action or proceeding instituted by any third party challenging the validity of any provision of this Agreement or any action taken or decision made hereunder. In addition, any court action or proceeding brought by any third party to challenge this Agreement or any other permit or approval required from City or any other governmental entity for Development or construction of all or any portion of the Project covered by this Agreement

shall constitute a permitted delay under Section 12. Notwithstanding the foregoing, the filing of any third party litigation against City and/or Developer relating to this Agreement or any provision thereof shall not be a reason to delay or stop the Development, processing or construction of the Project (including but not limited to the issuance of building permits or certificates of occupancy) unless the third party obtains a court order preventing the activity. City will not stipulate to the issuance of any such court order.

10.2 Further assurances. Each party covenants on behalf of itself and its successors and assigns to take all actions and do all things, and to execute with acknowledgments or affidavits if required any and all documents and writings that may be necessary or proper to achieve the purposes and objective of this Agreement. Each party shall take all necessary measures to see that the provisions of this Agreement are carried out in full.

10.3 Processing. If necessary or required, upon satisfactory completion by Developer of all required preliminary actions and payments of appropriate filing and processing fees, if any, City shall commence and proceed to complete all steps required or necessary for the implementation of this Agreement and the Development by Developer of the Project in accordance with the Existing Development Approvals.

(1) Scheduling, convening and concluding all required public hearing in an expeditious manner consistent with

applicable laws and regulations in force as of the Effective Date of this Agreement.

(2) Processing and approval of all maps, plans, land use permits, building plans and specifications and other applications for Development Approvals relating to the Development of the Project, filed by Developer.

Developer will, in a timely manner, provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder and cause Developer's planners, engineers and all other consultants to submit in a timely manner all required materials and documents therefor. It is the express intent of Developer and City to cooperate and diligently work to implement the Tuscany Hills Specific Plan.

10.4 Other governmental permits. In addition, Developer shall apply in a timely manner for such other permits and approvals as are required by other governmental agencies having jurisdiction over the Project in connection with the development of, or provision of services to, the Project. City shall use its best efforts to assist Developer in coordinating the implementation of the Project with such other governmental agencies. City shall cooperate with Developer in its efforts to obtain such permits and approvals and shall, from time to time at the request of Developer, attempt with due diligence and in good faith to enter into binding agreements with any such entity

necessary to assure the availability of such permits and approvals or services, provided such agreements are reasonable and not materially detrimental to City.

10.5 Financing of public facilities and/or services. City and Developer shall in good faith use their best efforts to establish one or more community facilities districts (pursuant to the Mello-Roos Community Facilities Act of 1982 as set forth in Government Code Section 53311 et seq.) and such other assessments, improvement or maintenance districts, as may be appropriate, for the purpose of funding the planning, design, construction and maintenance of public facilities, including related fees and the acquisition of land therefor, and/or the provision of public services for the Project. The parties expect that bonds, assessments, liens or other such financing devices would be issued or levied to provide sufficient funds for the above-mentioned purpose. The parties, however, acknowledge that such public improvements may not be completely financed by said financial mechanism and the City retains the right to establish a maximum tax rate or assessment per parcel/lot or acre. City acknowledges that completion of proceedings to establish one or more public financing districts as discussed above is critical to provide the parties with security for performance by Developer of its obligation to commence and complete construction of major infrastructure.

10.6 Utilities coordination. City shall use its best efforts to assist Developer in obtaining all electrical, gas, telephone and other necessary utility connections required by the Project. Within a reasonable time after request therefor by Developer, City shall approve all connection and access points for such utilities if in compliance with all applicable ordinances, rules and regulations.

10.7 Covenant of good faith and fair dealing. Except as may be required by law, neither party shall do anything which shall have the effect of harming or injuring the right of the other party to receive the specified and described benefits of this Agreement; each party shall refrain from doing anything which would render its performance under this Agreement impossible or impractical; and each party shall do everything which this Agreement describes that such party shall do.

11. PERMITTED DELAYS

Developer shall be excused from performance of its obligations hereunder during any period of delay caused by acts of God or civil commotion; riots, strikes, picketing, or other labor disputes; unavoidable storage of materials or supplies, damage to work in progress by reason of fire, flood, earthquake or other casualty, litigation which prohibits processing or constructing the Project; initiatives or referenda; moratoria; or unanticipated restrictions imposed or mandated by other governmental entities. Each party shall promptly notify the other party of any delay hereunder as soon as possible after the same has been ascertained,

and the term of this Agreement shall be extended by the period of any such delay. Notwithstanding Section 14.3, any claim for delay must be presented within 30 days of knowledge of the cause of such delay, or any entitlement to time extension shall be deemed waived.

12. ESTOPPEL CERTIFICATES

Either party may at any time, and from time to time, deliver written notice to the other party requesting the other party certify in writing that to the knowledge of the certifying party: (1) this Agreement is in full force and effect and is a binding obligation of the parties; (2) this Agreement has not been amended or modified, and, if so amended or modified, to identify the relevant documents; and (3) no default in the performance of the requesting party's obligations under this Agreement exists or, if in default, the nature of any default. A party receiving a request hereunder shall execute and return the certificate within thirty (30) days following the receipt thereof.

13. RECORDATION BY CITY CLERK

Pursuant to Government Code Section 65868.5, within ten (10) days of City's execution of this Agreement the City Clerk shall record a copy with the Riverside County Recorder. Thereafter, the burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement.

14. DEFAULT

14.1 Events of default. Subject to any written extension of time by mutual consent of the parties, and subject to the provisions of Section 12 regarding permitted delays, the failure of either party to perform any material term or provision of this Agreement shall constitute default. If such defaulting party does not cure such failure within thirty (30) days following written notice of default from the other party; provided, however, that if the nature of the default is such that it cannot be cured within thirty (30) days, the commencement of a cure within such period and the diligent prosecution to completion of the cure shall be deemed to be a cure within such period. Any notice of default given hereunder shall specify in detail the nature of the alleged default and the manner in which such default may be satisfactorily cured in accordance with the terms and conditions of this Agreement. During the time periods herein specified for cure of a failure of performance, the party charged with such failure of performance shall not be considered to be in default for purpose of termination of this Agreement, or for purposes of institution of legal proceedings with respect thereto, or for purposes of issuance of any building or grading permit with respect to the Project.

14.2 Remedies. Upon the occurrence of default under this section and the expiration of any applicable cure period, the non-defaulting party shall have such rights and remedies against the defaulting party as it may have at law or in equity, including but not limited to the right to terminate this Agreement.

14.3 No waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party shall not constitute waiver of such party's, right to demand strict compliance by such other party in the future. All waivers must be in writing to be effective or binding upon the waiving party, and no waiver shall be implied from any omission by a party to take any action with respect to such default. No express written waiver of any default shall affect any other default, or cover any other period of time except that specified in such express waiver.

14.4 Effect of termination. Termination of this Agreement by one party due to the other party's default shall not affect any right or duty emanating from City entitlements or approvals on the Project, but the rights, duties and obligations of the parties hereunder shall otherwise cease as of the date of such termination. If City terminates this Agreement because of Developer's default, City shall retain any and all benefits including money or land received by City hereunder. If Developer terminates this Agreement because of City's default, Developer shall be entitled to a return or a refund of all unused benefits and exactions paid, given or dedicated to City pursuant to this Agreement.

15. ENFORCED DELAY AND EXTENSION OF TIME OF PERFORMANCE

In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection,

strikes, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, litigation, referenda, initiatives, moratoria, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting City, county, state or federal laws or regulations, judicial decisions, or similar basis for excused performance which is not within the reasonable control of the party to be excused. If written notice of such delay is given to either party within thirty (30) days of the commencement of such delay, an extension of time for such cause will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

16. APPLICABLE LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

17. NO JOINT VENTURE OR PARTNERSHIP

City and Developer hereby renounce the existence of any form of joint venture or partnership between City and Developer, and expressly agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developer joint venturers or partners. It is understood that the contractual relationship between City and Developer is such that Developer is an independent contractor and not an agent of City. Furthermore, this Agreement is not intended, or shall it be construed, to create any third party beneficiary rights in any person who is not a party to this Agreement.

18. ADDRESSES FOR NOTICES

Any notice sent to either party under this Agreement shall be in writing and shall be given by delivering the same to such party in person or by sending the same by registered mail, return receipt, with postage prepaid, to the following addresses:

City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92330
Attn: City Manager

Homestead Land Development Corporation
355 N. Sheridan, Suite 117
Corona, CA 91720
Attn: Vice President

With a Copy To: Roger G. Galloway
28 Segura
Irvine, CA 92715

19. COVENANTS RUNNING WITH THE LAND

All of the terms, provisions, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective successors and assigns, and all other persons or entities acquiring all or any portion of the Property, and shall inure to the benefit of such parties and their respective successors and assigns. All the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including but not limited to California Civil Code Section 1468. Each covenant to do or refrain from doing some act on the property covered by this Agreement is for the benefit of such property and is a burden upon such property, runs with such property and is binding upon each party and each successive owner during its

ownership of such property or any portion thereof, and shall benefit each party and its property hereunder, and each other party succeeding to an interest in such property. Notwithstanding the foregoing, upon the sale or lease for more than one year of a dwelling unit or office or commercial or industrial space by Developer to a member of the public, but not upon the bulk sale thereof to any person or entity for resale to the public, such residential unit or office, commercial or industrial space shall be automatically released from the terms, provisions, covenants and obligations of this Agreement without the necessity of executing or recording any specific instrument of release.

20. CONSISTENCY FINDING

By approving and executing this Agreement, City finds that its provisions are consistent with City's General Plan and with Tuscan Hills Specific Plan, and City further finds and determines that execution of this Agreement is in the best interests of the public health, safety and general welfare of City's residents, property owners and taxpayers.

21. TERMS AND CONSTRUCTION

21.1 Severability. If any term, provisions, covenant or condition of this Agreement shall be determined invalid, void or unenforceable by judgment or court order, the remainder of this Agreement shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances, or would frustrate the stated purposes of this Agreement.

21.2 Entire agreement. This written Agreement contains all the representations and the entire agreement between City and Developer. Any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement. This Agreement shall be construed as a whole according to its common meaning and not strictly for or against any party in order to achieve the objectives and purposes of the parties hereunder. Whenever required by the context of this Agreement, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutered genders. "Shall" is the mandatory and "may" is the permissive.

21.3 Signature pages. For convenience, the signatures of the parties to this Agreement may be executed and acknowledged on separate pages which, when attached to this Agreement, shall constitute this document as one complete Agreement.

21.4 Time. Time is of the essence of this Agreement and of each and every term and condition hereof.

22. CONSENT OF OTHER PARTIES

Developer may, at its discretion, elect to have other holders of legal, equitable or beneficial interests in the Project, the Property or portions thereof, acknowledge and consent to the execution and recordation of this Agreement by executing an appropriate instrument therefor. It is understood by the parties that the execution of such document by other holders of legal, equitable, or beneficial interest in the Project is not a condition precedent to this Agreement.

23. ASSIGNMENT AND NOTICE

Developer shall have the right to assign or transfer all or any portion of its interest, rights or obligations under this Agreement to third parties acquiring an interest or estate in Project, the Property or portions thereof, including but not limited to purchasers or long-term ground lessees of individual lots, parcels, or any of the building located within the Project, subject to prior written approval of the City Developer shall give prior written notice to the City of its intention to assign or transfer any of its interest, rights or obligations under this Agreement. Any failure by Developer to provide said notice shall be curable in accordance with the provisions of Section 15 hereof. The express assumption of any of Developer's obligations under this Agreement by its assignee or transferee shall thereby relieve Developer of any further obligations under this Agreement. Notwithstanding the foregoing, Developer shall have no obligation whatsoever to provide said notice when it intends to assign an interest in this Agreement in connection with a conveyance or transfer to a bank or other financial institution or corporation for financing purposes of an equitable interest in the Project and/or the Property whether by means of a deed of trust or other instrument.

24. ENCUMBRANCES AND RELEASES ON REAL PROPERTY

24.1 Discretion to encumber. The parties hereto agree that this Agreement shall not prevent or limit Developer in any manner, at Developer's sole discretion, from encumbering the subject real

Property or any portion of 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 modifications and City agrees, upon request, from time to time, to meet with Developer and/or representatives of such lenders to negotiate in good faith any such request for modification. City further agrees that it will not unreasonably withhold its consent to any such requested modification so long as the modifications do not materially alter this Agreement.

24.2 Entitlement to written notice of default. The mortgagee of a mortgage or beneficiary of a deed of trust, and their successors and assigns, or any mortgage or deed of trust encumbering the property, or any part thereof, which mortgagee, beneficiary, successor or assign has requested notice in writing receive by City, shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Agreement which is not cured within thirty (30) days.

24.3 Property subject to pro rata claims. Any mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to any pro rata claims for payments or charges against the Property, or part thereof secured by such mortgage

which accrue prior to the time such mortgagee comes into possession of the Property or part thereof.

24.4 Releases. City hereby covenants and agrees that upon completion of the public improvements and payment of all fees required under this Agreement with respect to the Property, or any portion thereof, City shall execute and deliver to the Riverside County Recorder appropriate release or releases of further obligations in form and substance acceptable to the County Recorder or as may otherwise be necessary to effect such release.

25. OPERATING MEMORANDA

The parties acknowledge that from time to time it may be in the mutual interest of the parties that certain details relative to performance of this Agreement be refined. Therefor, to the extent allowable by law, the parties retain a certain degree of flexibility with respect to those provision covered in general under this Agreement which do not relate to the term, permitted uses, density or intensity of use, height or size of building, provisions for reservation and dedication of land, timing, rate or sequence of development, conditions, terms, restrictions and requirements relating to subsequent discretionary actions, development of public improvements or monetary contributions by Developer or any conditions or covenants relating to the use of the Property. When and if the parties find it necessary or appropriate to make changes or adjustments to such provisions,

they shall effectuate changes of adjustments through operating memoranda in recordable form approved by the parties in writing which reference this Section 25. For purposes of this Section 25, the City Manager or his/her designee upon report to and approval by the City Council, shall have the authority to approve the operating memoranda on behalf of City. No operating memoranda shall require notice or hearing or shall be deemed to constitute an amendment to this Agreement.

26. INSTITUTION OF LEGAL ACTION

In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenants or agreements herein or to enjoin any threatened or attempted violation thereof or to obtain any remedies consistent with the purpose of this Agreement. In the event of any such legal action involving or arising out of this Agreement, the prevailing party shall be entitled to recover reasonable litigation expenses, attorneys' fees and costs incurred. It is understood between the parties that in the event a breach of this Agreement by City occurs, irreparable harm is likely to occur to Developer and damages by be an inadequate remedy. To the extent permitted by law, therefore, it is expressly recognized that specific enforcement of this Agreement by Developer is a proper and desirable remedy in addition to any and all other remedies which may be available to Developer under law or at equity.

27. INSURANCE

Developer agrees to and shall hold the City, its officers, agents, employees and representatives harmless from liability for damage or claims for damage for personal injury including death and claims for property damage which may arise out of the direct or indirect operation of the Developer or those of their contractors, subcontractors, agents, employees or other persons acting on their behalf which relate to the Project. Developer agrees to and shall defend the City and its officers, agents, employees and representatives from actions for damages caused or alleged to have been caused by reason of Developer's activities in connection with the Project.

"This hold harmless agreement applies to all damages and claims for damages suffered or alleged to have been suffered by reason of the operations referred to in this paragraph, regardless of whether or not the City prepared, supplied, or approved plans or specifications or both for the Project and regardless of whether or not the insurance policies referred to below are applicable.

Before beginning work on the Project, Developer shall obtain the insurance required under this paragraph and receive the approval of City Attorney as to form, content, amount and carrier. Developer shall maintain the insurance during the term of this Development Agreement. The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents,

employees and representative and to the Developer and each contractor and subcontractor performing work on the Property:

27.1 Compensation Insurance. Developer shall maintain Workers Compensation Insurance for all persons employed at the site of Project. Developer shall require each contractor and subcontractor similarly to provide Workers Compensation Insurance for their respective employees. Developer agrees to indemnify the City for damage resulting from the failure to take out and maintain such insurance.

27.2 Public Liability and Property Damage Insurance. Developer shall maintain public liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) for injuries (including death) to any one person and in an amount not less than One Million Dollars (\$1,000,000.00) on account of any one occurrence; and property damage insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for damage to the property of each person on account of any one occurrence.

//

//

//

//

//

//

//

//

//

Developer shall furnish City before beginning work on the Project with a Certificate of Insurance constituting satisfactory evidence of the insurance required and providing that each carrier is required to give the City at least ten days prior written notice by certified mail to City Hall of the cancellation or reduction in coverage of any policy.

DEVELOPER:

HOMESTEAD LAND DEVELOPMENT CORPORATION,
a California corporation

By: Richard L. Crook
Richard L. Crook,
Vice President

CITY:

CITY OF LAKE ELSINORE, a
municipal corporation and
political subdivision of the
State of California

By: Jim Dilly
Mayor

ATTEST:

Vicki Lynne Kasad
City Clerk



State of California)
County of RIVERSIDE) ss:

On FEBRUARY 5, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard L. Crook and NIA personally know to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President and NIA Secretary, on behalf of HOMESTEAD LAND DEVELOPMENT CORPORATION, a California corporation, the corporation therein named, and acknowledged to me that such corporation executed the within instruments pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND OFFICIAL SEAL.

Roxanne Logan
Notary Public

(Seal)



STATE OF CALIFORNIA)
COUNTY OF Riverside) ss.

On this 31st day of January, 1989, before me the undersigned, a Notary Public in and for said State, personally appeared Jim Winkler, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the with instrument as the Mayor of the City of Lake Elsinore, California, and acknowledged to me that said City of Lake Elsinore, California executed it.

WITNESS my hand and official seal.

Vicki Lynne Kasad
Notary Public

