



August 26, 2024

Ms. Candice Assadzadeh

Ms. Alyssa Berlino

**City of Riverside**

**Planning Department**

3900 Main Street

Riverside, CA 92501

**SUBJECT: TTM 31930, Planning Case No P03-1451 And Change of Zone -  
Planning Case No P04-0260 – Settlement Agreement Compliance  
Narrative**

Dear Candice and Alyssa:

TTM 31930 (P03-1451) and Change of Zone (P04-0260) were approved by the City Council on April 24, 2007 based on a Settlement Agreement between the Land Developer Jim Guthrie, City of Riverside, and Friends of the Riverside Hills (FRH) for the subdivision of the property into 28 residential lots and 3 open space lots.

The previously submitted Tentative Tract Map included a parcel, APN 243-180-003, owned by the Riverside County Flood Control and Conservation District (RCFCD) and consisted of residential lots 37 through 62 and 77, 78 and 79 and open space lots 87, 88 (which included the RCFCD parcel, and 89). The FRH has filed a lawsuit against the City and the Developer challenging the submitted map with the lots grading as submitted (See Attached Exhibit "A" - TTM prior to Settlement Agreement). TTM also included a graded access road for the benefit of RCFCD as a secondary access to their settling basins south of the project limits, and an offsite sewer access road to locate the sewage force main and to serve as an access to the existing sewage lift station within Tract 28728-2 north of the project. The FRH, the Developer and the City have worked together to reconfigure the lot grading and configurations to minimize the encroachment onto the Alessandro Arroyo and to preserve the natural open space and reached a settlement agreeing on the lot configurations, elimination some of the lots and renumbering the residential lots (Lots 1 through 28) and the 3 open space lots (Lots 29-31) See attached approved TTM after the Settlement Agreement (See attached Exhibit "B"- TTM 31930 Post Settlement Agreement).

During the design and the process of preparing the final improvement plans to construct the project, and based on some additional soil borings and testing, it was determined that the project will require Rock Blasting to install the deep sanitary sewer line and the sewage force main to serve the project. Since the Rock Blasting was not part of the environmental document for approving the project, it was decided that individual advanced septic tank system to serve each of the lots is an acceptable alternative to serve the project. That decision was supported and approved by both the Public Works Department and the Planning Department, as well as the FRH (See attached emails and written correspondences).

Similarly, one of the conditions of approving the tract map for recordation was to either have the RCFCD be a signatory as subdivider on the final tract map to be recorded, or to acquire the parcel by the owner of the tract map and to included it in the final tract map for recordation. RCFCD has decided, after extensive design and review of the secondary access road to the settling basins, that the access road is no longer needed. Afterwards, RCFCD made a decision to not sell the parcel to developer at which time developer had no choice but to delete the RCFCD parcel altogether from the final tract boundary and make minor modifications to the map to reflect the reduction in lot count as a result of the loss of the RCFCD parcel. It should be noted however, that the parcel owned by the RCFCD, APN 243-180-003, will always remain as Open space parcel and will never be developed.

The RCFCD decision to not sell us their 17.4-acre parcel has the effect of reducing the project yield from 28 residential lots to 25 residential lots. The original project (all phases) comprises of 167.5 acres of which 22.5 acres were in the Floodplain and considered unusable (not in the RC zone). The net usable area of approx. 145 acres was approved for 85 residential lots which included a density bonus of 18%. In removing from TTM 31930 the RCFCD 17.45 acres (of which approx. 10.45 acres were unusable and approx. 7 acres in developable RC zoned land), the net useable acres then come to approx. 138 acres and provides for approx. 82 homes (includes the 18% bonus and rounded up). Given that there are 57 homes already built, this would leave a rounding to 25 residential lots available to TTM 31930.

The deletion of the RCFCD secondary access road, deletion of the sewer gravity lines and its access road, deletion of lots 9, 10 and 11, reconfiguration of Lots 27 and 28, and the increase of the open space acreage is set forth herein in the Substantial Conformance Application which will be processed concurrently with obtaining clearances for final tract map recordation prior to the expiration date.

TTM 31930 Post Settlement Agreement has been revised to address each of the terms of the Settlement Agreement and a narrative of the changes and revisions made are shown below in ***Bold and italic***.

## **AGREEMENT AND RELEASE**

I. Incorporation of Recitals. Each recital set forth above is incorporated herein by reference and made a part of this Agreement.

2. Terms of Settlement.

a. Revisions of Building Pads and Graded Slopes: Real Party agrees to modify the development on Tentative Tract Map 31930 in substantial compliance with Exhibit A, as agreed upon between the parties and as referenced herein and incorporated hereto as the Tentative Tract Map No. 31930, dated September 2006 ("TTM 31930"). These revisions are intended to provide increased protection of the natural features of Project area, including, but not limited to, the Alessandro Arroyo. In addition, these revisions reduce the total number of grading exceptions and variances necessary for approval of the map. These revisions, as indicated by TTM 31930 attached hereto as Exhibit A, are more specifically stated as follows:

i. Lots 1, 2, and 3 (previously identified as Lots 79, 78, and 77): shall remain substantially the same as previously approved. ***No changes are being proposed for Lots 1, 2, and 3.***

ii. Lot 4 (previously identified as Lot 38): shall be increased in size from 1.03 to 1.25 acres, and the pad has been reconfigured so as to eliminate all grading in the Alessandro Arroyo. The southerly lot line shall be moved to the north so as to follow the contours of the arroyo in order to accommodate the reconfiguration of Lot 4 and eliminate grading within the main arroyo, Lot 37 is removed from this area. ***No changes are being proposed for Lot 4 as part of this Substantial Conformity Application and for obtaining clearances for Final Tract Map recordation. The revised Settlement TTM Exhibit reflects the reconfiguration of Lot 4 to eliminate grading within the main arroyo. Lot 37 has been deleted. The Rough Grading Plans will reflect the reconfiguration as well to comply with this provision.***

iii. Lot 5 (previously identified as Lot 39): the southerly lot line shall be moved to the north so as to follow the contours of the arroyo and increase open space. ***The proposed daylight line for Lot 5 will follow the existing contour of the arroyo and the area between the daylight***

**line of grading and the southerly lot line will be reserved as open space easement on the final tract map.**

iv. Lots 6 and 7 (previously identified as Lots 40, 41, and 42): Lot 40 is removed from this area and the easterly boundary lines for Lots 6 and 7 (previously identified as Lot 41 and 42) shall be extended to the east. The southerly boundary of Lot 7 is moved north. These changes significantly lessen intrusion into the main arroyo and reduce the overall slope ratio for Lot 6 from 5:1 to 4:1. **Complied with. See Revised TTM 31930 per this Settlement Agreement.**

v. Lot 8 (previously identified as Lot 43): shall be shifted to the north and reduced in size from 1.04 acres to .90 acres, significantly reducing grading in the arroyo as well as intrusion into sensitive biological areas. **Complied with. See Revised TTM 31930 per this Settlement Agreement. Remove portion of the lot from APN 243-190-002 (RCFCD Blanket Easement) and adjust the lot line. The new area remains at 0.90 Acres in size.**

Vi Lot 9 (previously identified as Lot 44): shall be shifted to the north, significantly reducing slope areas and almost completely eliminating grading into the arroyo and sensitive areas. **Delete Lot 9 due to the elimination of the RCFCD Parcel to comply with the Density calculations for the original PRD case.**

vii. Lot 10 (previously identified as Lot 45): shall be reduced in size by shifting the westerly border so as to follow the contours of the arroyo, and the pad size and locations modified so as to avoid all grading with the main arroyo. **Delete Lot 10 due to the elimination of the RCFCD Parcel to comply with the Density calculations for the original PRD case.**

viii. Lot 11 (previously identified as Lot 46): shall be reduced in size by shifting the westerly border so as to follow the contours of the arroyo, and the pad size and location is modified so as to avoid all grading with the main arroyo and nearly all grading within the setback area. In addition, the pad is changed to a cut slope so as to reduce the overall grading required. **Delete Lot 11 due to the elimination of the RCFCD Parcel to comply with the Density calculations for the original PRD case.**

ix Lot 12 (previously identified as Lot 48): shall be shifted to the east and the pad size and location is modified so as to reduce

grading with the main arroyo. In addition, the pad is changed to a cut slope so as to reduce the overall grading required. So as to avoid additional intrusion and impacts on the arroyo and sensitive areas, Lots 47 and 49 have been removed from this area. **Complied with. See Revised TTM 31930 per this Settlement Agreement.**

X Lots 13 and 14 (previously identified as Lots 62 and 61): Lot 13 shall be reduced in size and is shifted to the south so as to any grading in the main arroyo. Lot 14 shall be slightly reduced in size so as to accommodate the reconfiguration of Lot 13 and avoid impacts to the main arroyo area. **Complied with. See Revised TTM 31930 per this Settlement Agreement.**

xi. Lots 15, 16, and 17 (previously identified as Lots 60, 59 and 58): The pads for each of these Lots shall be modified so as to avoid nearly all intrusion into the designated arroyo area. In addition, the pads for Lots 15 and 16 are changed to a cut slope so as to reduce the overall grading required. Lot 17 has always been designed as a cut slope pad. The easterly border of each of these Lots shall be shifted to the west so as to follow the contour of the designated arroyo area. **Complied with. Lots 15, 16 & 17 have been revised to conform to the Revised TTM 31930 per this Settlement Agreement.**

xii. Lots 18, 19, 20, 21, 22, and 23 (previously identified as Lots 57, 56, 55, and 54): the original Lots shall be reconfigured to include two of the Lots moved from the south-easterly portion of the map along the Alessandro Arroyo. In addition, the westerly border of each of these Lots shall be moved to the east so as to accommodate a trail and trail easement along the western border of the Project site. This area is not considered biologically sensitive and none of the Lots shall intrude in the designated arroyo. Only a very small portion of the pad on Lot 18 shall intrude into the arroyo setback area, as indicated by TIM 31390 attached hereto as Exhibit A. **Complied with. See Revised TTM 31930 per this Settlement Agreement showing the revised lots' configurations.**

xiii. Lots 24 and 25 (previously identified as Lots 87 and 53): these Lots shall be redesignated from open space to residential Lots (pursuant to Section 2.b. of this agreement) and include two of the Lots moved from the south-easterly portion of the map along the Alessandro Arroyo. This area is not considered biologically sensitive

and neither of the Lots are located within any portion of the main arroyo. **Complied with. See Revised TTM 31930 per this Settlement Agreement.**

xiv. Lots 26 and 27 (previously identified as Lots 50 and 51): shall remain substantially the same, with the exception that the eastern boundary of Lot 26 and a portion of the eastern boundary of Lot 27 is shifted to the west so as to significantly avoid the main arroyo and to increase the open space area. **Complied with. See Revised TTM 31930 per this Settlement Agreement. Easterly Lot line for lot 27 is adjusted but the lot remains at 1.72 acres in size and outside the trail easement.**

Lot 28 (previously identified as Lot 52): shall remain substantially the same. **Complied with. See Revised TTM 31930 per this Settlement Agreement. Remove portion of the lot from APN 243-190-002 (RCFCD Blanket Easement) and adjust the lot line away from the trail easement. The new area remains at 2.03 Acres in size.**

b. Revisions of Conditions of Approval Related to Open Space: The Parties agree to eliminate Condition of Approval No. 6 from City Planning Cases P03-1451 and P04-0260, which previously preserved Lots 53 and 87 (Lots 24 and 25 of the current TIM 31390 attached hereto as Exhibit A and previously incorporated into this agreement), as one open space lot. The purpose of eliminating this Condition of Approval is to allow adjustment of lot configurations so as to further protect the arroyo and other sensitive areas. These Lots are not considered biologically sensitive and are not within the boundaries of the Alessandro Arroyo. Eliminating this Condition of Approval and the accompanying reconfiguration of TTM 31390 increases the total overall area of open to 49.67 acres, a net increase of 7.81 acres. All other Conditions of Approval shall remain in effect. **Condition No 6 has been deleted from the final approved Conditions of Approval (COA). TTM 31930 has been revised to comply with the terms of this settlement agreement and the total open space lots are 49.67 acres in size. However, and based on the decision of the Riverside County Flood Control District on not selling their parcel to be part of the final recorded tract map, even though the parcel will remain as open space with the underlying zoning designation of "PF", the open space that will be provided by Tract 31930 is now 34.91 acres. In addition, by deleting lots 9, 10, and 11 this resulted in the increase of the net open space area by approx. 2 acres.**

c. Streets and Access Roads:

i. Cresthaven Drive: Grading shall be reduced along the northeastern portion of Cresthaven Drive so as to lessen the slope from a 20:1 and 4:1 ratio to a 2:1 ratio, as indicated by TM 31390 attached hereto as Exhibit A. ***The rough grading plans and the street improvement plans have been revised to show 2:1 slope in compliance with this requirement of the Settlement Agreement.***

ii. Century Hill Drive: Starting from the intersection of Cresthaven Drive and Century Hills Drive and traveling east, Real Party shall reduce the roadway width, eliminating the center divider; utilize a soft-bottom culvert at the first tributary crossing (of approximately 10' x 20'); utilize a soft-bottom culvert for the second tributary crossing (of approximately 8' x 20'); and shift the road way south at the intersection of Century Hills Drive and Grass Valley Way so as to avoid additional tributaries, as indicated by TIM 31930 attached hereto as Exhibit A. This shall reduce the amount of grading necessary and avoid sensitive areas and tributaries. ***The rough grading plans and the street improvement plans have been revised to eliminate the center divider in compliance with this requirement of the Settlement Agreement. In addition, the Storm Drain Plans for the culvert crossing Century Hills Drive, Lines "B" and "C" are being proposed as 20' W x 10' H Soft Bottom Arch Culvert (See Sheets 9, 10 & 11 of the Street Improvement Plans) as agreed upon with The Friends of Riverside's Hills.***

iii. Grass Valley Way: Grass Valley Way shall be shifted to the east and shortened so as to avoid tributaries and other sensitive areas, as indicated by TTM 31930 attached hereto as Exhibit A. ***The rough grading plans and the street improvement plans have been revised to show Grass Valley Way shifted to the east and shortened in compliance with this requirement of the Settlement Agreement. In addition, an offset cul-de-sac is being proposed to adjust the lot lines and boundary for lot 8.***

iv. Sewer Access Road: The entrance from Century Hills Drive shall be shifted to the east so as to avoid tributaries and bridged at the single tributary crossing directly to the north of Century Hills Drive, as indicated by TTM 31930 attached hereto as Exhibit A. ***Due to the excessive presence of the rocks within the streets and the sewer alignment, and based on the additional seismic refraction testing done which resulted in the need to do rock blasting within the sewer alignment, both the City of Riverside Planning Department, Public***

**Works Department and the Friends of the Riverside's Hills have agreed to the elimination of the gravity sewer, the sewage lift station, and the sewer force main and to serve the project with an advanced Septic System for each of the lots. Thus eliminated the grading required for the sewer force main and the access road (See attached documentations in support of eliminating the Sewer Access Road).**

v. Flood Control Access Road: The Flood Control Access Road shall be shifted to the west so as to be less visible from the Alessandro Arroyo, as indicated by TTM 31930 attached hereto as Exhibit A. **Riverside County Flood Control District (RCFCD) has determined that they do not need the secondary access road though TTM 31930 and therefore it was eliminated from the rough grading plans and it will not be constructed (See attached documentation from RCFCD in this regard).**

d. Trail Easement:

Real Party shall incorporate the location and alignment of the trail easement within the Project area to be constructed at the time of final grading, as referenced herein and incorporated hereto as the revised Tentative Tract Map No. 31930 attached as Exhibit "A". The trail shall include signs designating trail entrances from roadway improvements and three benches located along the southerly portion of the trail. **Parks and Rec Department have provided comments and guidance on the trail design and sign posting requirements. Trail easements within the open space lots will be added to the final tract map. The Landscape Plans will be designed to incorporate the level of improvements and signage per the design standards provided.**

e. Improvements:

Two story homes shall be prohibited in accordance with the Zoning Code, Title 19 of the Riverside Municipal Code, the maximum allowable building height on Tentative Tract Map 31930 is one-story, 20-feet. A variance to exceed the maximum allowable building height may only be applied for and is subject to the approval of the City of Riverside. Any such variance shall not exceed 20 feet in height except that each residence may exceed the 20 feet height limit for up to 20% of the foot-print of the residence, including the garage, to a maximum of 25 feet in height as measured from the top of the building slab to the highest point of the roof. Construction below the slab will not be considered in this height restriction. Petitioner agrees not to challenge, administratively or legally, any of these variances,



or support in any way, any challenge to these variances. **Final Building Plans when submitted will comply with these requirements.**

f. Water Basin: The water basin shall be shifted to the north of Century Hills Drive so as to avoid potential disturbance of wetlands and riparian areas and shall be contoured and landscaped so as to blend in with the surrounding area. **Based on the final rough grading design and the drainage study report, it was determined that two water quality basins will be required to comply with the Water Quality Management Plan. The rough Grading Plans have been revised to show the two basins and there are no additional impacts to the existing wetlands and the jurisdictional areas have been added.**

g. Findings: All necessary findings for each grading exception and variance as indicated by TTM 31390 (attached hereto as Exhibit A), are attached hereto as Exhibit B (Grading Exceptions) and Exhibit C (Variance Findings), and incorporated herein by this reference. **The final Rough Grading Plans have been designed to adhere to and to comply with the approved grading acceptances and variances granted for TTM 31930.**

h. Protection of Open Space Easement. The Open Space Easement, delineated on the Tentative and Final Tract Map as an easement encumbering each of the individual lots, shall be protected by the Conditions of Approval and other protective measures incorporated into the project which prohibit any significant alteration to the open space by grading, improvements, non-native landscaping, and the maintenance of natural landform. In furtherance of the protection of the Open Space, Real Party shall enter into an Open Space Preservation Agreement as agreed to separately. A copy of which is attached hereto as Exhibit D. Said agreement shall be incorporated into the Conditions of Approval for the Project. To the fullest extent possible, fire management shall be in the setback area adjacent to but not within the Open Space. This restriction is in no way intended to preclude best fire management practices. **The open space easement will be shown on the final tract map. Maintenance of the Open Space to comply with this requirement will be provided by the Homeowners Association or by a non-profit organization (land Conservancy) as required to satisfy this condition.**

i. MSHCP Compliance: TTM 31390 shall comply or has complied with the Multi Species Habitat Conservation Plan for Western Riverside County ("MSHCP"), including D-BEST, focused burrowing owl surveys as required by the MSHCP, and other related requirements. TTM 31930 is not within a

criteria cell as defined by the MSHCP. **The final improvement plans and the preservation of the open space, will be designed to adhere to This condition.**

J. Attorney Fees: Real Party will pay the legal fees of Johnson & Sedlack incurred in the representation of Petitioner in the Action in the amount of Sixty Two Thousand Dollars (\$62,000 .00). Said payment shall represent the entire obligation with regard to such fees of Real Party and Respondent. The Parties will individually bear all other fees and costs incurred in the Action. **Already been completed by the prior Developer.**

k. Consideration: In exchange for the commitments set forth above, Petitioner and its representatives, employees, officers, agents, attorneys and designees agree to dismiss the "Action" with prejudice and refrain from protesting, litigating, opposing, making any complaints to administrative agencies, discussing, challenging administrative agencies determination or taking any other action that might negatively impact, delay, postpone, damage or stop the development, construction and/or sale of the Project, so long as the final approved tract map does not exceed the limits presented in Exhibit A. **This condition will be met at the time of final tract map recordation.**

3. Claims Released. Petitioner, on the one hand, and the City and Real Party in Interest on the other hand , hereby release and forever discharge the other and their predecessors, successors, agents, officers, directors, shareholders, attorneys, and any person claiming by or through any of them from any and all claims, demands, liabilities, obligations, causes of act ion, damages, judgments, payments, attorneys' fees and costs, both known and unknown, that the releasing Party may now have or might hereinafter have against the Party subject to the release which arose out of, relate to or are the subject of the Action . With regard to the matters being released herein, the Parties waive the provisions of Section 1542 of the California Civil Code, and any other similar statute, rule or case law. The Parties have read and understood Section 1542, and have consulted with counsel regarding its terms. Section 1 542 provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EX IST IN HIS FAVOR AT THE TIME OF EXECUTING A RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY A FFECTED THE SETTLEMENT WITH THE DEBTOR.**

**Completed**

4. Dismissal. Parties shall enter into a stipulation to vacate the judgment and dismiss with prejudice the underlying litigation based upon the settlement agreement to be attached to the stipulation and filed with and approved by the Court. Real Party shall direct and cause its attorney of record to file a request for dismissal with prejudice of the Appeal in its entirety and as to all parties within seven (7) calendar days of the date by which this Agreement becomes fully executed. **Completed.**

5. Approval by City Council : Though the Parties acknowledge and agree that execution of this document requires the approval of City Council for the City of Riverside, the agreement shall remain binding between Petitioner and Real Party regardless of City Council's action. **Unprotested.**

6. Attorneys Fees. If any legal action or proceeding is brought for the enforcement or for a declaration of rights and duties under this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which such Party may be entitled. **Unprotested.**

7. No Admissions or Representations Except as Expressly Stated. Nothing in this Agreement shall be construed as an admission of any type by any Party. Each party in executing the Agreement does not rely upon any inducements, promises or representations made by any other Party except as set forth herein. **Unprotested.**

8. Consultation with Legal Counsel. Each of the Parties affirmatively represents that it has been represented throughout by counsel of its own choosing. Each Party has read the Agreement and has had its terms and consequences explained by its counsel. The Agreement is freely and voluntarily executed and given by each Party after having been apprised of all relevant information and data furnished by its attorneys of choice. **Unprotested.**

9. Successors and Assigns. This Agreement shall be binding upon and for the benefit of the Parties and their respective successors, representatives, assigns, officers, directors and agents wherever the context allows. **Unprotested.**

10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties for the settlement and release of all claims identified herein. This Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever except by a duly executed writing. **A written letter from the Friends of the Riverside Hills is being obtained agreeing to the changes**

**proposed by the Substantial Conformity Application, including the reduction of the open space acreages stipulated in this Settlement Agreement.**

11. Applicable Law. This Agreement shall be interpreted and enforced under the laws of the State of California. **Unprotested.**

12. Severability of a Provision. Should any term of this Agreement be deemed unlawful, that provision shall be severed and the remaining terms shall continue to be valid and fully enforceable. **Unprotested.**

13. Construction of Agreement. Each Party has cooperated in the drafting and preparation of this agreement. The Agreement shall not be construed against any Party on the basis that such Party drafted the Agreement or any provision thereof. **Unprotested.**

14. Authority to Bind. Each of the undersigned signing on the behalf of a party warrants that he or she is authorized to sign for such party. **Unprotested.**

We trust that the above narrative and description of changes satisfy the terms of the Settlement agreement. Should you have any questions, or if you require any additional clarifications, please do not hesitate to contact me.

Sincerely,

Spring Canyon Recovery, LLC



**By: Inland Communities Corp  
Its Manager**

Mohamad T Younes, P.E.  
Senior Vice President

Cc (Via Emails): Jim Ahmad  
Maribeth Tinio  
Anthony Beaumon  
Brian Norton  
Robert Beers