

WHEN RECORDED MAIL TO:

City Clerk  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, CA 92522

Tract No. 31930

For Recorder's Office Use Only

### DEED OF TRUST WITH ASSIGNMENT OF RENTS

This DEED OF TRUST WITH ASSIGNMENT OF RENTS (this "**Deed of Trust**"), is made as of \_\_\_\_\_ 2024, by between SPRING CANYON RECOVERY, LLC, a California limited liability company ("**Trustor**"), whose notice address is 750 East Green Street, Suite 204, Pasadena, CA 91101, and Fidelity National Title Company, a California corporation, who notice address is 4210 Riverwalk Parkway , Ste 200, Riverside CA 92505 ("**Trustee**"), the CITY OF RIVERSIDE, a California charter city and municipal corporation ("**Beneficiary**"), whose notice address is 3900 Main Street, Riverside, California 92522, Attn.: City Clerk.

WITNESSETH: Trustor irrevocably grants, transfers and assigns to Trustee, in Trust, with Power of Sale, that certain real property situated in the County of Riverside, State of California, legally described in Exhibit "A" attached hereto and made a part hereof (the "**Property**"); *provided, however*, Beneficiary shall execute and deliver to Trustor any and all documents necessary to partially reconvey and release the Property from this Deed of Trust pursuant to section 2l(e) of the Subdivision Improvement Agreement (as defined below herein);

TOGETHER WITH the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits;

FOR THE PURPOSE OF SECURING EACH OF THE FOLLOWING:

(1) Performance of the obligations, covenants and agreements of Subdivider contained in that certain Subdivision Improvement Agreement (Tract No. 31930) by and between Subdivider and Beneficiary dated as of \_\_\_\_\_ 2024, and recorded concurrently herewith in the Official Records of the County of Riverside, State of California, (as the same may be amended, modified and/or supplemented from time to time, the "**Subdivision Improvement Agreement**"), to the extent such obligations, covenants and/or agreements are designated in the Subdivision Improvement Agreement to be secured by this Deed of Trust (individually or collectively referred to as the "**Secured Obligation(s)**") in the total amount

of Two Million Seven Hundred Seventy-Five Thousand Two Hundred Dollars (\$2,775,200);

- (2) Performance of applicable obligations of Trustor contained herein; and
- (3) Performance of every applicable obligation, covenant and agreement of Trustor contained in any document or instrument hereafter executed by Trustor which recites, or to the extent such document or instrument recites, that such obligations, covenants or agreements are to be secured by this Deed of Trust (each a "Future Agreement").
- (4) The payment of or posting of bonds in the required amount for the Property, as security for the performance of the applicable portion of the subdivision improvements set forth in the Subdivision Improvement Agreement pertaining to the Property at such time as Trustor will begin construction of the improvements for the Property in accordance with the terms of the Subdivision Improvement Agreement, as well as any additional sums that may be required in connection with the construction with the applicable portion of the subdivision improvements.

It is mutually agreed:

- (1) That this Deed of Trust is being entered into, in lieu of bonds, in accordance with California Government Code Section 66499.
- (2) That upon issuance of building permits for the Property, and upon posting of the required bonds and/or cash deposits for completion of the improvements related to the Property and the pod where the Property is located, Beneficiary shall execute and deliver to Trustor any and all documents necessary to reconvey and release this Deed of Trust.
- (3) That, as to adjustments of insurance claims, condemnation claims and related settlements, all amounts shall (a) in the case of insurance claims and related settlements, be paid to Trustor, and first be applied by Trustor to repair or restore the Property, then to any amounts then due to Beneficiary, if any, under this Deed of Trust, and any remainder paid to Trustor and (b) in the case of any award of damages in connection with any condemnation for public use of or injury to said Property, first be applied by Trustor to restore the Property, then to any amounts then due to Beneficiary, if any, under this Deed of Trust, and any remainder paid to Trustor.
- (4) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his or her right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay any other sums when due.
- (5) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said Property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(6) That upon written request of Beneficiary stating that all obligations secured hereby retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as “the person or persons legally entitled thereto.”

(7) That as additional security, Trustor hereby gives to and confers upon Beneficiary, following an "Event of Default" (as hereinafter defined), the right, power and authority, after an Event of Default, to collect the rents, issues and profits of said Property, reserving unto Trustor prior to the occurrence of an Event of Default, the right to collect and retain such rents, issues and profits as they become due and payable. Upon the occurrence of an Event of Default, Beneficiary may at any time, either in person, by agent, or by a receiver to be appointed by a court, enter upon and take possession of said Property or any part thereof, in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(8) The following events shall constitute an **“Event of Default”** under this Deed of Trust: (i) the occurrence of an Event of Default (as such term is defined in the Subdivision Improvement Agreement); or (ii) the occurrence of an Event of Default (as such term is defined in any Future Agreement); or (iii) the failure of Trustor to pay any amount payable by Trustor under this Deed of Trust, when and as the same shall become due and payable hereunder, and such default shall continue for a period of thirty (30) days after notice thereof has been given to Trustor; or (iv) the occurrence of a default under any of the other terms, covenants or conditions of this Deed of Trust and such default shall continue for a period of ninety (90) days after notice thereof has been given to Trustor; *provided, however*, that if such default is not reasonably susceptible of cure within such ninety (90) day period, then, so long as Trustor shall have commenced to cure such default within such ninety (90) day period, and is thereafter using commercially reasonable efforts to diligently prosecute such cure to completion, then such ninety (90) day period shall be extended for such time as is reasonably necessary for Trustor in the exercise of such due diligence to cure such default.

(9) That upon the occurrence of an Event of Default, Beneficiary may deliver to Trustee a written declaration of default and demand for sale and a written notice of default and of election to cause to be sold said Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust and such other instruments as Trustee shall require.

(10) After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law,

Trustee, without demand on Trustor, shall sell said Property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

(11) After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor to Beneficiary, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said Property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page, or instrument number, where this Deed of Trust is recorded and the name and address of the new Trustee.

(13) That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns; provided, however, that Beneficiary may not assign any interest in this Deed of Trust without the prior written consent of Trustor. In this Deed of Trust, whenever the context so requires the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(15) All notices, demands, requests or other communications required under this Deed of Trust shall be given in writing at the address of such party set forth in the introductory paragraph hereof by personal delivery or service, overnight delivery, or US Mail, registered or certified, first class, postage prepaid, return receipt requested. Notices shall be effective upon receipt or refusal to accept delivery. Any party hereto may change its address for notices by

notice given in the manner required herein.

(16) The invalidity of any provision of this Deed of Trust shall not affect any remaining portions of this Deed of Trust, and such remainder shall be construed as if the invalid provision of this Deed of Trust had not been part of this Deed of Trust.

(17) No power or remedy conferred in this Deed of Trust is intended to be exclusive of any other power or remedy permitted hereunder or thereunder or by applicable law, but each shall be cumulative and shall be in addition to every other power or remedy permitted by law, contractor otherwise. Every power or remedy may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary, and either of them may pursue inconsistent remedies. By exercising or by failing to exercise any right, option or election under this Deed of Trust, Beneficiary shall not be deemed to have waived any provision of this Deed of Trust or to have released Trustor from any of the obligations secured by this Deed of Trust unless such waiver or release is in writing and signed by Beneficiary. The waiver by Beneficiary of any failure to perform or observe any term, covenant, or condition referred to or contained in this Deed of Trust to be performed or observed by Trustor shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent failure of Trustor to perform or observe the same or any other such term, covenant or condition referred to or contained in this Deed of Trust, and no custom or practice which may develop between Trustor and Beneficiary shall be deemed a waiver of or any way affect the right of Beneficiary to insist upon the performance by Trustor of the obligations secured by this Deed of Trust in strict accordance with the terms of such obligations.

(18) The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to Trustor at Trustor's address set forth above.

(19) That, at such time as individual applicable obligations, covenants and/or agreements contained in the Secured Obligations are performed and/or satisfied by the Trustor (the **“Performed Individual Obligation”**), such Performed Individual Obligations shall automatically be removed as being secured by this Deed of Trust and Beneficiary shall provide written and recordable confirmation to Trustor that such Performed Individual Obligation has been performed to the satisfaction of Beneficiary in a form reasonably requested by Trustor. Furthermore, Beneficiary will execute any and all releases in a form reasonably requested by Trustor to remove and release such Performed Individual Obligation from this Deed of Trust, including but not limited to a partial reconveyance of this Deed of Trust from those portions of the Property for which the Secured Obligations have been performed in full.

(20) Notwithstanding any other provision herein, this Deed of Trust, and Beneficiary's rights hereunder, shall be deemed terminated and of no further force or effect, in the event Trustor and/or any successor-in-interest to Trustor provides the Beneficiary with the requisite performance bonds or alternate security which shall serve as security for the Secured Obligations in substitution for this Deed of Trust. If the event described above occur, then

the Beneficiary shall be obligated to, and shall promptly upon written request, execute and deliver to Trustor such documentation as may be reasonably requested by Trustor to effectuate the reconveyance of this Deed of Trust.

(21) Beneficiary agrees to execute and deliver to Trustor, in recordable form, a subordination agreement subordinating, or confirming the continuing subordination of, this Deed of Trust, to any deed of trust or mortgage obligation currently on title against the Property as of the date of recording of this Deed of Trust, together with any renewals, substitutions, extensions, modifications, supplements or replacements of such a senior deed of trust or mortgage obligation, so long as such renewal, substitution, extension, modification supplement or replacement does not increase the amount of the senior deed of trust of mortgage obligation as of the date of this Deed of Trust. The subordination agreement shall be in the form requested by, and acceptable to, the senior lender.

(22) In the event Trustor, its successors or assigns, hereafter desires to incur new mortgage indebtedness ("**Future Mortgage Debt**") in the future secured by a mortgage, deed of trust or other security instrument recorded against the Property (a "**Future Deed of Trust**"), Beneficiary may subordinate to such Future Mortgage Debt or Future Deed of Trust in the discretion of Beneficiary. However, in the event that Trustor is able to provide alternate real property as security sufficient to cover the obligations of Trustor set forth herein by providing Beneficiary a deed of trust in first priority, Beneficiary shall agree to subordinate to any Future Mortgage Debt or Future Deed of Trust.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Trustor has executed and delivered this Deed of Trust as of the date first written above.


**“BENEFICIARY”**

CITY OF RIVERSIDE,  
a California corporation and  
charter city

By: \_\_\_\_\_  
City Manager

**“TRUSTOR”**


SPRING CANYON RECOVERY, LLC,  
a California limited liability company  
By: Inland Communities Corp  
Its: General Manager

By:  \_\_\_\_\_  
Jamal A. Ahmad, President

ATTESTED TO:

\_\_\_\_\_  
Donesia Gause  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Anthony Beaumon  
Senior Deputy City Attorney

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Project: Tract Map 31930  
Location: Portions of Section 1 & 12, T3S, R5W, SBM

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

Lot 1 through 25, inclusive, and Lots "A" through "F", inclusive, of Tract No. 31930, as shown by map on file in Map Book \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_ of Tract Maps, records of Riverside County, California

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

DB WNM 10/22/24 Prep. dbw  
Douglas B. Webber, L.S. 9477 Date





DB Miller - 10/20/2014

ACKNOWLEDGMENT

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

State of California  
County of Los Angeles )

On October 16, 2024, before me, A. Anaya Notary Public, a

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

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

WITNESS my hand and official seal.



[Handwritten Signature]

(SEAL)

Signature

**SUBDIVISION IMPROVEMENT AGREEMENT**  
**(TRACT NO. 31930)**

THIS SUBDIVISION IMPROVEMENT AGREEMENT (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between SPRING CANYON RECOVERY, LLC, a California limited liability company (“Subdivider”), and the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”).

**RECITALS**

- A. Subdivider is the owner of that certain real property located in the City of Riverside, County of Riverside, State of California, more specifically described in Exhibit “A” attached hereto and incorporated herein (the “**Property**”).
- B. The Property is final mapped as Tract No. 31930 (the “**Project**”).
- C. The City has approved the Project with map conditions referred to as the “**Project Conditions**.” A copy of the Project Conditions is attached hereto and incorporated herein as Exhibit "B".
- D. California Government Code section 66462 requires an agreement between a Subdivider and a local jurisdiction agency over a final map to enter into an agreement concerning any public improvements that are not completed and accepted by the local agency before the final map is approved. Subdivider and City intend that this Agreement will be that agreement required under section 66462 of the California Government Code.
- E. The Municipal Code of the City of Riverside provides in Section 18.220.020 that in the event a contract is entered into for improvements, the contract shall be secured by a good and sufficient improvement security in a form satisfactory to the City Attorney. Section 66499 of the California Government Code provides that when security that is required in connection with the performance of an act, it can be any form of security, including a lien upon the property to be divided.
- F. The Project Conditions require a number of improvements (hereinafter, “**Improvements**”) to be constructed as well as other obligations. The improvements and other obligations are the improvement plans (the “**Plans**”) as approved by the City Engineer. They include grading, erosion control, streets, street trees and landscaping, street signs, curbs, gutters, sidewalks, lighting, utilities, traffic safety devices, trails and infrastructure. Public Improvements are those improvements marked “Public” on the Plans as approved by the City Engineer and are part of the Improvements defined above.
- G. The Plans have been approved by the City Engineer and shall be retained at the Riverside City Hall (“**City Offices**”) under the collective title “Tract 31930 Grading, Improvement, and Landscape Plans.”

- H. Subdivider has requested approval of Map prior to the completion of the Improvements.
- I. This Agreement is entered into in accordance with the Subdivision Map Act (Government Code sections 66410 *et seq.*) and the ordinances, rules, regulations, and determinations of the City.

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in this Agreement, it is agreed between the parties as follows:

1. **Purpose.** The purpose of this Agreement is to: (a) guarantee installation of the Improvements in accordance with the Plans; and (b) ensure satisfactory performance by the Subdivider of Subdivider's obligations. The recitals set forth above are hereby made a part of this Subdivision Improvement Agreement (this "**Agreement**").
2. **Improvements as a Benefit.** Subdivider agrees that the Improvements, which Subdivider is obligated to provide, will materially benefit the Property and are necessary to comply with the Project Conditions.
3. **Duty to Install Improvements.** Subdivider agrees to construct, install and complete, or cause to be constructed, installed and completed, at the Subdivider's own expense, all of the Improvements.
4. **Performance Work.** Subdivider agrees that the work necessary to construct and install the Improvements will be done in a good and workmanlike manner, in accordance with accepted construction practices, and in a manner equal or superior to the requirements of the City's Municipal Code ("Code") and rulings made under it. In the event that any conflict between the Plans and the Code should arise after the date of this Agreement, the provisions of the Code shall control. Further, the work will be conducted in accordance with the requirements and procedures listed in the Project Conditions, in accordance with all City standards, specifications and applicable laws, rules and regulations, and to the satisfaction of the City Engineer or his/her designee. It is agreed that the City Engineer or his/her designee shall have the right to reject any or all of the work performed under this Agreement if such work does not conform to the Conditions, Plans, City standards and specifications, or any applicable law, rule, or regulation.
5. **Commencement of Construction - Notice.** Before the commencement of construction of any Improvement, Subdivider shall timely notify the City Engineer in writing of the date fixed by Subdivider for commencement so that the City Engineer is able to provide the service of inspection as well as execute the necessary Improvement Agreements and post the requisite bonds as set forth more fully below.
6. **Completion.** Subdivider agrees to complete the Improvements consistent with the Project Conditions. Subdivider shall complete the Improvements before applying for any permit or grant of approval for the development of any residential lot within the Project.
7. **Supplying "Record Drawing" Plans.** Upon completion of the Improvements,

Subdivider shall supply the City, at no cost to the City, one mylar (4 mils) full set of "as built" plans. These drawings shall be certified as being "record drawings" and shall reflect the Improvements as actually constructed, with all changes to the Plans incorporated therein.

8. **Notice and Certification of Completion.** Subdivider shall advise the City Engineer in writing of the completion of the Improvements herein specified. Upon satisfactory completion of the Improvements by Subdivider and as determined by the City Engineer, the City Engineer or his/her designee shall verify that the required Improvements have been completed.

9. **Acceptance of Improvements.** Written verification by the City shall constitute the acceptance of the Improvements. Acceptance of Improvements shall imply only that the Improvements have been completed satisfactorily and that the Public Improvements have been accepted for public use. Acceptance of Public Improvements by the City Engineer shall not constitute acceptance of any offer of dedication made by Subdivider.

10. **Adequacy of and Revisions to Plans.** If, at any time before the City Engineer verifies the completion of the Improvements, the Plans prove to be inadequate in any respect, the Subdivider shall bring those inadequacies to the attention of the City Engineer or his/her designee. Similarly, if the City Engineer or his/her designee discovers that the Plans are inadequate in any respect, the City Engineer or his/her designee shall notify the Subdivider of the inadequacy/inadequacies. If such inadequacies are discovered, the Subdivider shall make changes to the Plans to remedy the inadequacies and, upon approval of the revised Plans by the City Engineer or his/her designee, complete the Improvements according to the revised Plans.

11. **Guarantee and Maintenance of Improvements.** Subdivider agrees to maintain the Improvements in good condition and repair and to guarantee the Improvements against any defective workmanship, materials or unsatisfactory performance for one (1) year after the City Engineer or his/her designee certifies completion of the Improvements. This one (1) year period shall be referred to hereinafter as "the **Warranty Period.**" Subdivider shall comply with the requirements of this Paragraph in addition to, and not in lieu of, any other legal or contractual requirements to which Subdivider may be subject pertaining to the maintenance of the Improvements during the one-year warranty period and thereafter.

12. **Repair, Replacement or Reconstruction.** If, within the warranty period, all or any portion of the Improvements fails to fulfill the requirements of this Agreement, Subdivider, without delay and without cost to the City, shall repair, replace or reconstruct the defective or otherwise unsatisfactory Improvement or portion of Improvement and remedy the cause of such defect or failure. All such repair work, replacement, or reconstruction shall be completed to the satisfaction of the City Engineer or his/her designee within one (1) year of the discovery of the defect or failure.

13. **Duty to Maintain Landscaping.** Subdivider agrees to diligently maintain the landscaping improvements that it installs, in a clean undamaged, healthy, vigorous, growing and weed free state for a minimum continuous period of one (1) year and until the work and the landscape improvements are accepted by the City. The Subdivider shall employ the standard of care necessary to prevent the landscaping from substantially deteriorating.

14. **Nonperformance and Costs.** If within the time specified in this Agreement and any approved extension, Subdivider fails to complete the Improvements or to act promptly as required by this Agreement, or should an urgency arise that requires the repair or replacement of an Improvement, the City may, but is not required to, proceed to complete the Improvement pursuant to the Plans, by contract or otherwise, and Subdivider, immediately upon demand, shall pay the costs and charges related to said work, together with fifteen percent (15%) overhead charge.

15. **Remedies.** The City may bring legal action to: (1) compel performance of this Agreement; (2) ensure compliance with the Project Conditions; and (3) recover cost under paragraph 14 above. The City may also seek any and all remedies available in law or equity. The Subdivider agrees that, if legal action is brought by the City, the Subdivider shall pay all of the costs of suit and reasonable attorneys' fees and all other expenses of litigation as determined by the court having jurisdiction over such suit, if such court rules that the Subdivider has failed to carry out its obligation under this Agreement.

16. **Responsibilities for Damage.** Any damage to the sewer system, utilities, concrete work, or street paving, or to any portion of adjacent properties, that occurs during construction or during the Warranty Period shall be completely repaired by the Subdivider to the satisfaction of the City Engineer or his/her designee.

17. **Utility Deposits - Statement.** Subdivider shall satisfy the City that it has made the deposits required for utilities to be supplied and connected within the Property.

18. **Permits and Fee-Payments - Compliance with Law.** Subdivider shall obtain all necessary permits and licenses for the construction of Improvements and shall pay all fees and taxes required by applicable law, including state law and local ordinance. Water fees shall be paid prior to water plan approval at the rate in existence at the time of payment.

19. **Superintendence by Subdivider.** Subdivider shall personally supervise the work or have a competent foreman or superintendent on the work site at all times during the course of construction with the authority to act for Subdivider.

20. **Inspections - Payment of Fees.** The City is authorized to enter the Property for inspection purposes at any time. Subdivider shall at all times maintain the Property so that the City and any agency authorized to make inspections can safely access and inspect all parts of the Property. Subdivider shall pay to the city the cost of inspecting the Improvements, including costs of staff time and any consulting services determined to be necessary by the City Engineer, as well as the cost of all other services furnished by the City in connection with the Project.

21. **Security.** Subdivider shall at all times guarantee Subdivider's performance of this Agreement by furnishing to the City and maintaining good and sufficient security as required by the Subdivision Map Act and the City Municipal Code, on forms approved by the City, as follows:

- (a) Concurrently with the execution of this Agreement, Subdivider shall furnish to the City a deed of trust (the "Security") as good and sufficient security for:
  - (i) faithful performance and guarantee of the work of the Improvements; and

(ii) payment of contractors, subcontractors and persons furnishing labor, materials or equipment for the Improvements.

(b) The Security may be replaced from time to time with any one or more of the following forms at the option of, and subject to approval by, the City:

(i) A bond (or bonds) by one or more duly authorized corporate sureties; or

(ii) A cash deposit with the City; or

(iii) An instrument of credit from one or more financial institutions subject to regulation by the State or Federal government and pledging that the funds necessary to carry out the act or agreement are on deposit and guaranteed for payment, acceptable to the City Attorney's Office.

(c) The Security furnished by the Subdivider shall secure the following:

(i) An amount equal to one hundred percent (100%) of the total estimated cost of the Improvements (which estimated amount is set forth in Exhibit "C" attached hereto. The estimated cost of the Improvements shall also include.

(1) Not less than five percent (5%) nor more than ten percent (10%) of the total construction cost for contingencies;

(2) Increases for projected inflation computed to the estimated midpoint of construction;

(3) All utility installation costs, connection fees, electrical undergrounding fees, and other such utility fees; and

(4) Costs and reasonable expenses and fees, including attorney's fees, incurred in enforcing the obligation secured.

Liability shall both include, and be limited to, the matters specified in Section 66499.9 of the California Government Code; and

(ii) An amount equal to fifty percent (50%) of the total estimated costs of the improvements as set forth in Exhibit "C," as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement;

(d) Upon acceptance of all of the Improvements by the City, the Subdivider shall provide any warranty required by the City Municipal Code. Reduction and release of any obligation by the City shall be in compliance with California Government Code section 66499.7.

(e) The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents referenced in this Agreement are incorporated into this Agreement by this reference. If any security is replaced by another security approved

by the City, the replacement shall be filed with the City Clerk and, upon filing, shall be deemed to have been made part of and incorporated into this Agreement. Upon filing of a replacement security with the City Clerk, the former security shall be released.

22. **Erosion Control.** Subdivider shall take all necessary actions during the course of construction of all Improvements to prevent erosion damage to adjacent properties or improvements (including, but not limited to, City streets and other City infrastructure or property). It is understood and agreed that in the event of failure on the part of Subdivider to prevent erosions, City may do the work of Improvement and/or erosion protection measures on an emergency basis and Subdivider shall reimburse City for the actual expenses incurred (including administrative and/or legal expenses) within thirty (30) days after City mails a billing statement for such expenses to Subdivider. If such reimbursement is not timely made, City is entitled to obtain such reimbursement from Subdivider and/or to proceed against the Faithful Performance Security to cover City's expenses.

23. **No Waiver by City.** Inspection of the work and/or materials, or approval of work and/or materials inspected, or a statement by an officer, agent or employee of the City indicating the work complies with this Agreement, or acceptance of all of these acts shall not relieve Subdivider of its obligation to fulfill the Agreement; nor is the City by these acts prohibited from bringing an action for damages or specific enforcement arising from the failure to comply with this Agreement. No action or omission by the City shall constitute a waiver of any provision of this Agreement unless expressly provided in writing. No course of dealing between Subscriber and the City, or any delay on the part of the City in exercising any rights hereunder, shall operate as a waiver of any rights by the City, except to the extent these rights are expressly waived in writing by the City.

24. **Hold-Harmless Agreement.** Subdivider shall hold harmless, defend and indemnify the City, its officers, employees, and agents from and against any and all damage, injury, and/or death to persons and property, and any and all claims, demands, costs, losses, damages, injuries or liability, including attorneys' fees, howsoever caused, resulting directly or indirectly from the performance or nonperformance of any and all work done or to be done pursuant to this Agreement. Subdivider shall not be required to indemnify and hold harmless the City as set forth above for liability attributable to the sole fault of the City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

25. **Subdivider's Insurance.** Subdivider may not begin work under this Agreement until Subdivider obtains insurance required under this paragraph that is acceptable to the City. Subdivider shall not allow a contractor or subcontractor to begin work on its contract or subcontract until all similar insurance required of the contractor or subcontractor is obtained.

(a) **Workers' Compensation Insurance.** Subdivider shall maintain, during the life of this Agreement, Workers' Compensation Insurance in accordance with the provisions of California Labor Code Sections 3700, *et seq.*, for Subdivider's employees employed at the work site. If any of the work is subcontracted, Subdivider shall require the contractor or subcontractor to provide Workers' Compensation Insurance for such contractor's or subcontractor's employees. If a class of employees is not protected under the Workers' Compensation law, Subdivider shall provide, and have each contractor and subcontractor



provide, adequate insurance for the protection of employees not otherwise protected. Subdivider agrees to indemnify the City for damage resulting to it from failure of Subdivider, contractor or subcontractor to take out or maintain such insurance.

(b) **Public Liability and Property Damage Insurance.** Subdivider, at its expense, shall procure and maintain in full force at all times during the term of this Agreement on an occurrence basis Comprehensive Liability and Broad Form Comprehensive Liability Insurance. Subdivider shall maintain limits of no less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, Subdivider shall procure and maintain a limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. The policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, employees, consultants and agents are to be covered as additional insureds for liability arising out of activities performed by or on behalf of the Subdivider and completed operations of Subdivider, and premises owned, occupied, or used by Subdivider. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officers, officials, employees, consultants or agents. Subdivider's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, consultants and agents. Any insurance or self-insurance maintained by the City, its officers, officials, employees, consultants or agents shall be in excess of Subdivider's insurance and shall not contribute to it. Any failure to comply with the reporting provisions of such policies shall not affect the coverage provided to the City, its officers, officials, employees, consultants or agents. The policies identified above shall be issued by an insurance carrier having a rating of Best A/7 or better and shall be delivered to the City prior to the issuance of any permits. In lieu of actual delivery of the policy/policies, a certificate issued by the insurance carrier showing the insurance to be in force for the period covered by this Agreement may be delivered to the City. Such policy/policies and such certificate(s) shall be in a form approved by the City's Risk Manager. The policy/policies shall name the City, its officers, officials, employees, consultants and agents as additional insureds and provide for thirty (30) days' notice of cancellation to the City. The policy/policies shall not be canceled, nor the amount of coverage be reduced earlier than thirty (30) days after the City receives notice from the insurer of the intent of cancellation or reduction.

26. **Subdivider Not Agent of City.** Neither Subdivider nor its agents or contractor are agents of the City in connection with the performance of Subdivider's obligations under this Agreement.

27. **Notice of Breach and Default.** If Subdivider refuses or fails to prosecute the work required by this Agreement with such diligence as will ensure its completion within the time specified, or fails to complete the work within such time, or if the Subscriber is adjudged as bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed in the event of Subdivider's insolvency, or if Subdivider or Subdivider's contractors, subcontractors, agents or employees, violate this Agreement, the City may serve written notice upon Subscriber of breach of this Agreement.

28. **Breach of Agreement - Performance by City.** If the City gives notice of breach of this

Agreement, the Subdivider shall provide written confirmation to the City of its intention to correct the deficiencies or complete the work under this contract within thirty (30) days after the date of such notice of breach. If the Subdivider does not correct the deficiencies or complete the work within sixty (60) days after the date of the notice of breach, or such additional time as necessary and as the City reasonably deems acceptable, the Subdivider shall be deemed in default, and the City may, but is not required to, take over the work and prosecute the same to completion by contract or other method which the City considers advisable, for the account, and

at the expense, of Subdivider. In this event, the City, without liability for doing so, may take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to Subdivider as may be on the work site and necessary for completion of the work. The City may enforce the Security specified in this Agreement to pay the face amount of the obligations for completion of the work, as well as any additional costs and reasonable expenses and fees, including reasonable attorney's fees and interest from the date of notice of such costs until the costs have been satisfied, incurred by the City in successfully enforcing the obligations under this Agreement. In the event the cost of completing the work under this Agreement exceeds the amount contained in the Security, Subdivider shall be responsible for any additional costs incurred by the City.

29. **Notices.** All notices required shall be in writing and delivered by registered mail, postage prepaid. A party may change its address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address. All notices shall be deemed received three (3) business days after dispatch by regular mail, or one (1) business day after dispatch by a reputable overnight courier service (such as Federal Express).

1. Notices to be given to the City shall be addressed as follows:

City Engineer  
City of Riverside  
3900 Main Street  
Riverside, California 92522

2. Notices to the Subdivider shall be addressed as follows:

Spring Canyon Recovery, LLC  
750 East Green Street, Suite 204  
Pasadena, CA 91101

30. **Change of Subdivider.** If the Subdivider ceases to have legal interest in the Project, then a notice to that effect shall be filed with the City. The notice shall include the name and address of the new Subdivider, submittal of security, including a new deed of trust, new bonds or letters of credit in accordance with the Agreement (at which time the security, original bonds or letters of credit should be released), and a certified copy of the recorded deed. Unless a new Agreement between the City and any successor Subdivider is entered into, upon the filing of the notice with the City, the successor Subdivider is charged with the obligations under this Agreement in lieu and in place of Subdivider, and Subdivider shall thereafter have no further obligations to the City under this Agreement except for any liability, obligations, acts or omissions incurred prior to such transfer.

31. **Heirs, Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

32. **Agreement Attaches to the Land – Recordation.** This Agreement pertains to and runs with the Property described and is secured by a deed of trust, both of which are recorded against the Property with the County Recorder, and shall constitute notice to all successors and assigns of the title to the real property of the obligations set forth herein, until and when such obligations are satisfied and this agreement terminates. This Agreement shall also constitute a lien on the Property, subject to foreclosure in the event of default in payment, in an amount sufficient to fully reimburse the City for any cost to the City of enforcing this Agreement, including interest from the date of the notice of any cost or expense until paid.

33. **Miscellaneous Terms and Provisions.**

- a. If any provision of this Agreement is adjudged illegal, inoperative, or invalid, the remaining provisions of this Agreement, to the extent practicable, shall continue in full force and affect.
- b. This Agreement contains a full, final and exclusive statement of the Agreement of the parties regarding the subject matter hereof.
- c. The obligations upon the Subdivider cease to be personal covenants when it conveys its interest in the Property, files for record with the County Recorder a copy of assignment of the Agreement and complies with Paragraph 30 above.
- d. This Agreement shall be administered, interpreted and enforced under the laws of the State of California and the City of Riverside. In case of dispute, venue shall reside in Riverside County, California.
- e. Subdivider warrants and represents that the person(s) signing on behalf of Subdivider has the authority to execute this Agreement on behalf of Subdivider and has the authority to bind the Subdivider and the Property to the terms and obligations set forth in this Agreement. Subdivider agrees that this Agreement, and any instrument or agreement required hereunder, are within the Subdivider's powers, and have been duly authorized and delivered, and do not conflict with Subdivider's organizational powers.
- f. Subdivider agrees that the Conditions are reasonable, valid and binding. Subdivider agrees that this Agreement is a valid, legal and binding Agreement, enforceable against Subdivider in accordance with its terms, and that any instrument or agreement required hereunder, when executed and delivered, will be similarly legal, valid, binding, and enforceable. Subdivider agrees that this Agreement does not conflict with any law, agreement, or obligations by which Subdivider is bound.

IN WITNESS WHEREOF, the parties have executed the Agreement on the day and year above written.

**“CITY”**

**“SUBDIVIDER”**

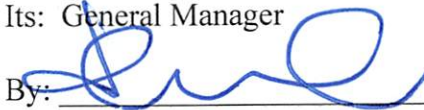
CITY OF RIVERSIDE, a California municipal corporation and charter city

SPRING CANYON RECOVERY, LLC, a California limited liability company

By: Inland Communities Corp.

Its: General Manager


By: \_\_\_\_\_  
City Manager

By:  \_\_\_\_\_  
Jamal A. Ahmad, President

ATTESTED TO:

\_\_\_\_\_  
Donesia Gause  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Anthony Beaumon  
Senior Deputy City Attorney

**ACKNOWLEDGEMENT**

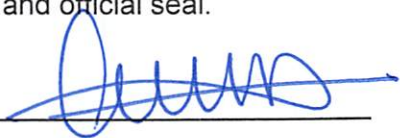
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles )

On October 16, 24 before me, A. Anaya, Notary Public  
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature  (Seal)



**ACKNOWLEDGEMENT**

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

State of California  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**ACKNOWLEDGEMENT**

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

State of California  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Project: Tract Map 31930  
Location: Portions of Section 1 & 12, T3S, R5W, SBM

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

Lot 1 through 25, inclusive, and Lots "A" through "F", inclusive, of Tract No. 31930, as shown by map on file in Map Book \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_ of Tract Maps, records of Riverside County, California

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

DB W 10/22/24 Prep. dbw  
Douglas B. Webber, L.S. 9477      Date





J.B. Wink - 10/22/24

**EXHIBIT "B"**

**CONDITIONS OF APPROVAL FOR TENTATIVE TRACT MAP NO. 31930**

## REVISED CONDITIONS OF APPROVAL

Planning Case: P03-1451 (TM 31930)

August 29, 2024

*All mitigation measures are noted by an asterisk (\*).*

### Case Specific

#### Planning

1. The City Council makes the necessary findings in the applicant's favor to grant the following variances. As justification, the applicant's written justifications are referenced:
  - a. parcels less than two acres in size on lots with an average natural slope (ANS) greater than 15% (lots 1-3, 5, 8-19, 20-23 and 26-27);
  - b. landlocked parcels located along private streets.
2. The City Council makes the necessary findings in the applicant's favor to grant the following grading exceptions. As justification, the applicant's written justifications are referenced:
  - a. to permit lots 2-18, 26-28, Grass Valley Way, Cresthaven Drive, Century Hills Drive, a Flood Control access road, a water quality basin, private road and a sewer line to encroach within the limits and 50-foot development setback of the Alessandro Arroyo as defined in the Grading Ordinance; and
  - b. to permit slopes in excess of twenty-feet for portions of Cresthaven and Century Hills Drives.

#### *Prior to Map Recordation*

3. Within 30 days of the approval of the tentative map by the City the developer/subdivider shall execute an agreement, approved by the City Attorney's Office to defend, indemnify, including reimbursement, and hold harmless the City of Riverside, its agents, officers and employees from any claim, action, or proceeding against the City of Riverside, its agents, officers, or employees to attack, set aside, void, or annul, an approval by the City's advisory agency, appeal board, or legislative body concerning this subdivision, which action is brought within the time period provided for in Section 66499.37 of the Government Code. The City will promptly notify the Developer/subdivider of any such claim, action or proceeding and the City will cooperate in the defense of the proceeding.
4. The applicant shall obtain final authorization from the Riverside County Flood Control District or the applicant shall have acquired such property.
5. An open space easement shall be recorded for all areas within the boundaries of the 100 year flood plain and all non-graded areas and for each lot all areas not proposed for grading under this review subject to the approval of the Planning Department and City Attorney's Office. The easement should clearly specify that these areas are intended for open space purposes only and that no grading, construction or fencing is permitted.

Prior to Grading Permit issuance or issuance of permits for off-site improvements, whichever comes first, the open space areas within the open space easement are to be maintained by a non-profit conservation organization such as the Riverside Land Conservancy subject to the approval of the Planning Department and City Attorney's Office. The property shall be transferred either in fee title or an easement established to facilitate maintenance/stewardship by such an organization.

6. \* ~~The pad elevation for lots 18 and 19 shall be reduced to approximately 1286 or as low as possible, provided that no grading exceptions are required and that such revision does not affect the settlement agreement between the City of Riverside and the Friends of Riverside's Hill. The applicant shall provide evidence that adjacent drainage will not be impacted.~~
7. \* The applicant shall prepare and record Covenants, Conditions, and Restrictions (CC&Rs) and other documents as necessary subject to approval of the Planning Department and City Attorney's Office. The CC&Rs shall contain the following conditions and restrictions:
  - a. \*Prohibiting any additional grading beyond the Arroyo setback and 50-foot development setback;
  - b. \*Establishing a Homeowner's Association;
  - c. \*The keeping of livestock is prohibited;
  - d. \*Prohibiting further subdivision of any lots within this map.
8. \* ~~The unused portion of right-of-way from the existing cul-de-sac bulb of Cresthaven Drive shall be vacated. A separate submittal and filing fee is required.~~
9. \* Lots 88 and 89 should be split at the phasing line to create two new, numbered open space lots.
10. \* Planning Cases P04-0260 and P03-1548 shall be finalized.
11. A 10 ft wide private waterline easement between lots 23 and 24 along the trail corridor shall be recorded as necessary to provide for connection to the project water system of two off-site parcels lying westerly of Lots 19-22. Two water service connections will be installed at the cul-de-sac along Century Hills Drive adjacent to the trail corridor. No water meters on the two service lines shall be installed. The property owners of these two off-site parcels shall be responsible to pay all City water connection, facility, zone elevations and miscellaneous fees required to provide water to their parcels. Said property owners shall install the required services between lots 23 and 24 along the trail corridor in said easement as necessary to provide water to their parcels.

*Prior to Grading Permit Issuance*

12. \* The proposed project affects waters of the United States and waters of the State, which fall under the jurisdiction of the United States Army Corps of Engineers (USACE) and the California Department of Fish and Game (CDFG), respectively. As such, the following agencies have jurisdiction over this project, as necessary: the California Department of

Fish and Game; the Army Corps of Engineers; the U.S. Fish and Wildlife Service; and the California Regional Water Control Board. These agencies' approval will be required prior to grading permit issuance and the applicant is responsible for compliance with all requirements and conditions of these agencies.

- 13.\* Permanent loss of RSS will be mitigated at a greater than 3:1 ratio through the onsite preservation of 20.6 acres of RSS (9.6 acres moderate quality, 11 acres low quality) adjacent to the Alessandro Arroyo.
- 14.\* The permanent loss of jurisdictional waters will be offset by the expansion of the unnamed drainage feature at a 1:1 ratio. The mitigation site will be located immediate downstream of the road crossing and adjacent to the proposed upland water quality bio-swale. It is anticipated that the bio-swale will provide sufficient hydrology to support riparian vegetation.
- 15.\* A water quality bio-swale will be installed immediate downstream of the road crossing. The bio-swale will be installed in an upland location to provide pretreatment of urban runoff prior to discharge into the drainage feature. The HOA will provide long term maintenance, consisting of installation of native grasses, and sediment removal as needed.
- 16.\* A three-year maintenance and monitoring plan is proposed to ensure the successful establishment of the native cover within the mitigation area. Riparian vegetation will be installed within the mitigation site consisting of native grasses.
- 17.\* The developer must comply with the MSHCP to mitigate impacts to biological resources. Such compliance shall include all required habitat assessment surveys, compliance with land use adjacency guidelines, Best Management Practices, DBESP requirements, and payment of local developer impact mitigation fees.
- 18.\* The grading plan shall be revised, subject to Planning Department review and approval, to:
  - a. clearly indicate all pad and lot drainage, subject to review and approval by the Planning and Public Works Departments. Cross lot drainage covenants, if necessary, shall be subject to Public Works and City Attorney's office Departments' review and approval.
  - b. Indicate that all rip-rap will be natural rock (not blasted) and all visible drainage features will be color treated to blend in with the natural surroundings.
  - c. Indicate an interim erosion control program to be certified by the project engineer subject to Public Works Department review and approval.
  - d. Reflect City adopted contour grading policies. Prior to issuance of a building permit, the applicant's engineer shall submit a letter certifying the contouring of such required slopes in accordance with City adopted standards.
  - e. Indicate that grading operations will be restricted to 7:00 a.m. to 7:00 p.m. weekdays, and 8:00 a.m. to 5:00 p.m. Saturdays. No construction noise is permitted on Sundays or federal holidays.

- f. Indicate the 100 year flood limits of the blue line stream to the satisfaction of the Public Works Department.
- 19.\* Prepare a detailed grading plan at 1"=40' scale for lot 45 showing protection of the existing rock outcroppings, subject to Planning Department approval.
- 20.\* Final driveway grades and configurations will be subject to review and approval of the Fire Department.
21. Tract Map 31930 shall be recorded.
- 22.\* Provide a trail across the subject property, between the Alessandro Arroyo and the northerly boundary of the subject property for eventual connection to Tiburon Knoll, subject to approval of the Planning Department.
- 23.\* Landscaping and irrigation plans for all manufactured slopes in excess of five feet in vertical height shall be submitted to and approved by the Planning Department. The applicant's engineer or landscape architect shall submit a letter certifying to the installation of such required landscaping and irrigation facilities prior to the release of utilities.
- 24.\* In the event that joint access driveways are proposed, covenants shall be prepared subject to the satisfaction of the City's Attorney Office and Public Works Departments.
- 25.\* The grading plan shall be revised to reflect all design changes recommended in this City Planning Commission report.
- 26.\* Adjacent property owner's approval shall be obtained for all off-site grading. Also, slope maintenance agreements for all slopes crossing property lines shall be recorded subject to approval of the Planning and Public Works Departments and City Attorney's Office
- 27.\* The applicant shall prepare a Coastal Sage Scrub and riparian enhancement plan subject to review and approval of the Planning Department prior to grading permit.
- 28.\* Manufactured slope ratios shall not exceed a maximum of 2:1.
- 29.\* The applicant shall be responsible for erosion and dust control during both the grading and construction phases of the project.
- 30.\* Grading activity shall be in substantial compliance with the grading plan on file with this application.
- 31.\* Advisory: The Regional Water Quality Control Board requires the preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP).
- 32.\* Compliance with SCAQMD Rules 402 and 403 shall be followed in order to minimize air pollutant construction emissions. Additionally, the applicant will implement the following:
- a. Regular watering, at least 3-times a day, of the construction site, including all unpaved parking or staging areas or unpaved road surfaces, shall be utilized in

order to reduce the fugitive dust generated during grading and construction operations;

- b. Replace groundcover in disturbed areas as quickly as possible; and
- c. Appoint a construction relations officer to act as a community liaison concerning on-site construction activity, including resolution of issues related to PM 10 generation.

33.\* Advisory: Any disturbance of the "blue line streams" will require permits and approval from the State Department of Fish and Game and U.S. Army Corps of Engineers.

34.\* The applicant shall comply with the long term Stephen's Kangaroo Rat (SKR) Habitat Conservation Plan (HCP) and the City's policies for implementing the HCP.

*Prior to Building Permit Issuance*

35.\* The applicant is advised that the project is in an area impacted by a CNEL noise level between 60 and 70 dBA. Dwelling units constructed within the noise impacts areas will have to be sound insulated to the specifications of the Building Division.

36.\* Submit documentation of approval by the Riverside County Airport Land Use Commission (ALUC) shall be submitted to the Planning Department. All Conditions imposed by the ALUC shall be met to its satisfaction prior to map recordation. In the event the ALUC finds this map to be inconsistent with the Airport Land Use Plan, the case shall be considered by the City Council at a public hearing concurrently with the ALUC appeal.

37.\* The applicant shall convey an avigation easement to the March Air Reserve Base (MARB) and the March Inland Port (MIP) to the satisfaction of the City Attorney's Office and MARB/MIP. The applicant shall obtain approval of the Riverside County Airport Land Use Commission and submit documentation to Planning Department staff.

38.\* Any lighting other than normally associated with a residential use, such as tennis court lighting, will be reviewed by the Planning Department in the Design Review process. Any tennis court lighting is required to be hooded and directed downward. In addition, the design shall avoid off-site light spillage.

39. For purposes of measuring the front yard building setback line the private street will be considered a public street. All homes placed on these lots will have a front yard setback of 30-feet from the private street property line and 25-feet from the side and rear property lines. All other applicable standards of the underlying RC — Residential Conservation Zone shall be met.

40. If any of the mitigation measures contained herein conflict with the measures required by any of the resource agencies with jurisdiction over this project, the applicant shall comply with mitigation measures imposed by the resource agency.

## **Standard Conditions**

### **Planning**

- 41.\* There is a thirty month time limit in which to satisfy the conditions and record this map. Five subsequent one-year time extensions may be granted by the City Planning Commission upon request by the applicant. Application for a one-year time extension must be made prior to the expiration date of the map. No time extension may be granted for applications received after the expiration date of the map.
- 42.\* In approving this case, it has been determined that the project has the potential for adverse effect on wildlife resources and the payment of fees pursuant to Section 711.4 of the Fish and Game Code is required.

### **Public Works**

- 43.A "FINAL MAP" shall be processed with the Public Works Department and recorded with the County Recorder. The "FINAL MAP" shall be prepared by a Land Surveyor or Civil Engineer authorized to practice Land Surveying in the State of California and shall comply with the State Subdivision Map Act and Title 18 of the Riverside Municipal Code. All applicable checking and recording fees are the responsibility of the applicant.
- 44.Full improvement of interior streets based on private residential street standards.
- 45.Storm Drain construction will be contingent on engineer's drainage study as accepted by the Public Works Department.
- 46.Off-site improvement plans to be approved by Public Works prior to recordation of this map.
- 47.The proposed private streets are to be designed and fully improved per the standards governing private streets, Resolutions 12006 and 15531.
- 48.A surety prepared by Public Works to be posted to guarantee the required off-site improvements prior to recordation of this map.
- 49.Off-site improvement plans to be approved by Public Works and a surety posted to guarantee the required off-site improvements prior to recordation of this map.
- 50.Size, number and location of driveways to Public Works specifications.
- 51.All security gates or facilities proposed now or in the future will be located on-site and adequate stacking space and vehicle turn-around area will have to be provided to Public Works specifications. Security gates shall be keypad activated to provide access to the project for trash collection service.
- 52.\* Minimum design speed for residential streets should not be less than 25 miles per hour with a 150 foot minimum sight distance.



- 53.\* Installation of sewers and sewer laterals to serve this project to Public Works specifications. However, septic tanks will be allowed for lots that cannot reasonably be served by a gravity sewer.
- 54.\* Onsite disposal system (septic tank) acceptability shall be obtained for each lot of this map not served by sewer, to the satisfaction of the County Department of Environmental Health, prior to this map recording.
- 55.\* Removal and/or relocation of irrigation facilities, as required.
- 56.\* All property subject to flooding from a 100-year storm shall be placed in the WC (or other appropriate Zone) prior to or concurrently with recordation of this map.
- 57.\* Ownership of property to be undivided prior to this map recording.
- 58.\* Trash collection service will not be provided on the common drive serving Lots 50-53. An area shall be provided along Century Hills Drive to accommodate the placement of containers for automated collection. This requirement shall be incorporated in the CC&R's for this project.

#### **Fire Department**

- 59.\* Requirements for construction shall follow the Uniform Building Code with the State of California Amendments as adopted by the City of Riverside.
- 60.\* Construction plans shall be submitted and permitted prior to construction.
- 61.\* Any required fire hydrants shall be installed and operational prior to Fire Department release of permit.
- 62.\* Fire Department access is required to be maintained during all phases of construction.
- 63.\* Prior to map recordation the Fire Department recommends the following conditions be included in a recorded covenant to the satisfaction of the City Attorney's Office and Fire Departments to ensure that future buyers are informed of these requirements:
  - a. On- and off-site fire protection facilities shall be provided to the specifications of the Fire Department.
  - b. The Building Division and Fire Department shall inspect and approve the property and structure for the intended use and all standards and regulations shall be met.
  - c. Residential fire sprinklers shall be installed per City Ordinance #6019.
  - d. A public water system shall be provided and maintained.
  - e. Streets and fire apparatus access roads shall meet public street standards.

- 64.\* Appropriate provisions shall be made and approved by the City resolution or agreement to ensure streets are maintained and repaired when necessary in the event a homeowners association fails to do so.
- 65.\* Cul-de-sacs, where islands are provided, shall be a minimum of 106-feet in diameter, curb-to-curb, with a maximum fifty-foot diameter island.
- 66.\* Entry gate(s) shall meet Fire Department requirements for access and be equipped with key box (Knox) devices.
- 67.\* All dead-ends, caused by recordation of individual phases of the map, in excess of 150-feet will be required to provide a temporary turnaround to the Fire Department's approval.

### **Public Utilities**

- 68.\* All utilities shall be satisfactorily relocated, protected and/or replaced to the specifications of the affected departments and agencies, and easements for such facilities retained as necessary.
- 69.\* The provision of utility easements, water, street lights and electrical underground and/or overhead facilities and fees in accordance with the rules and regulations of the appropriate purveyor.
- 70.\* Consideration for acceptance of a City maintained water system within private developments requires the following:
  - a. Easements will be provided as required by the Water Utility. This will include the entire width of private streets (minimum 50-feet wide) and a graded strip (minimum 30-feet wide) elsewhere as needed.
  - b. Easements shall be kept clear of structures, trees and all other deep rooted plants which could interfere with the operation, maintenance and/or replacement of City water facilities. This includes medians.
  - c. The City Water Utility shall review and approve all construction and landscaping plans within the easement areas.
  - d. Private streets shall be constructed to Public Works specifications, including standard 6-inch curb and gutter to provide adequate drainage for flushing and flow testing fire hydrants.
  - e. City water mains in private streets shall be ductile iron and shall be constructed beneath all transverse storm drain facilities.
  - f. Compliance with any other special requirements of the Water Utility.
- 71.\* Applicable Water Utility fees and charges, will be required prior to recordation.
- 72.\* Since the Public Utilities Department signs the record map only when all of our conditions have been satisfied, Water Utility approved modifications can be made without further City Planning Commission review.

73. Advisory: The provision of faithful performance bonds in accordance with the City of Riverside Water Rules.

74. Advisory: Special requirements are applicable for acceptance of public water system facilities within private streets.

### **Park and Recreation**

75. The removal, relocation, replacement or protection of existing street trees to the specifications of the Park and Recreation, Public Works and Planning Departments.

76.\* The installation of new street trees in accordance with the specifications of the Park and Recreation Department. Street tree installation work may be deferred until issuance of building permit on each individual parcel. No Street Trees are required for private streets. All street trees shall be automatically irrigated and installed prior to occupancy.

77.\* Payment of all applicable park development fees (local and regional/reserve) as mitigation for impact to park development and open space needs as generated by the project (Note: Regional/Reserve Park fees not applicable to Open Space Lot acreages; However, all other lots including street lots are subject to Regional/Reserve Park fees).

78.\* All reverse frontage and public landscape plans shall be subject to review and approval of the Park and Recreation, Planning and Public Works Departments.

79.\* Installation of full reverse frontage and public landscape improvements, walls and hardscape for all public landscape areas as may be required by the Planning Department, in accordance with the specifications of the Park and Recreation, Planning and Public Works Departments.

80.\* Irrigation systems serving public landscape areas shall be metered, controlled and valved separately from any private landscape areas for both electrical and water services, as well as for irrigation valve control.

81.\* All public landscape areas and private open space areas and parkways shall be maintained through a Homeowner's Association.

82.\* Provide landscape and wall easements, subject to the approval of the Park and Recreation and Public Works Departments and City Attorney's Office, for all reverse frontage and public landscape improvements that extend beyond the public right of way.

83.\* A multi-purpose recreational trail easement shall be granted to the City along an alignment within the Alessandro Arroyo as approved by the Planning, Park and Recreation and Public Works Departments, and the Recreational Trails Steering Committee. It is anticipated the trail alignment will remain within the 100 year flood plain.

84.\* Trail signage shall be placed along the trail prior to recordation, or shall be incorporated into the performance/labor material bonds executed for construction of the trail.

85.\* A Covenant and Agreement for the maintenance of the landscaped parkways, reverse frontage and public landscape areas and medians, approved as to form by the City Attorney, must be executed by the developer. The agreement shall outline the

responsibilities and liabilities being assumed by the Home Owners Association (HOA), upon acceptance of these landscape areas for private maintenance by the HOA.

**CITY COUNCIL  
FINAL APPROVED CONDITIONS**

Planning Case: P04-0260 (Rezoning)

City Council Meeting Date: September 28, 2004

***All mitigation measures are noted by an asterisk (\*).***

**Standard Conditions**

**Planning**

1. Prior to finalization of the rezoning case, the applicant shall obtain final authorization from the Riverside County Flood Control District or the applicant shall have acquired such property.
2. There shall be a two-year time limit in which to satisfy the approved conditions and finalize this action. Subsequent one-year time extensions may be granted by the City Council upon request by the applicant. Any extension of time beyond five years may only be granted after an advertised public hearing by the City Council.
3. When all of the conditions of approval have been completed, the applicant shall apply for a request for processing through the Public Works Department to initiate finalization of this rezoning. A fee may be required.
4. All necessary parcel description describing the exact area to be rezoned shall be prepared, signed and sealed by a licensed Land Surveyor or Civil Engineer authorized to practice Land Surveying in the State of California for the area of the property to be rezoned. **Descriptions are required to be on 8½-inch by 11-inch paper with the title "Attachment A" at the top.**

**EXHIBIT "C"**

**Estimated Costs for Tract 31930 Improvements**

\$2,775,200 Performance Surety

\$1,387,600 Labor & Material Surety