



Community & Economic Development  
Department

*City of Arts & Innovation*

June 9, 2023

Brett Crowder  
1020 Second Street  
Encinitas, CA 92024

SUBJECT: PLANNING CASE PR-2021-001053 TENTATIVE TRAT MAP (TM 38094), PLANNED RESIDENTIAL DEVELOPMENT, DESIGN REVIEW, AGRICULTURAL PRESERVE DIMINISHMENT, ENVIRONMENTAL IMPACT REPORT - WOOD ROAD AND LURIN AVENUE, WARD 4

Dear Mr. Crowder:

The Riverside City Council, at its meeting of June 6, 2023, approved your development related application which is referenced by the above-noted case number. Attached are the final conditions of approval for your records. In conjunction with this approval the City Council, in accordance with the California Environmental Quality Act (CEQA) adopted Resolution 23991 Certifying the Final Environmental Impact Report for the Wood and Lurin Planned Residential Development Project, Making Certain Findings of Fact Related Thereto, Adopting a Statement of Overriding Considerations, and Adopting a Mitigation Monitoring and Reporting Program, all Pursuant to the California Environmental Quality Act and Resolution No. 23992 Approving the Diminishment of a Portion of Agricultural Preserve No. 7 to Facilitate the Construction of a 96-Unit Planned Residential Development

The conditions of approval require the applicant to execute an indemnification agreement within 30 days of approval. Please complete the attached agreement and return an original signed copy with the appropriate organizational documents to indicate proper signature authority and a current legal description of the project site to your case planner within 30 days.

Please call Judy Egúez, Senior Planner, at (951) 826-3969 if you have any questions.

Sincerely,

Maribeth Tinio  
City Planner

**CITY COUNCIL  
FINAL APPROVED CONDITIONS**

City Council Meeting Date: June 6, 2023

**PLANNING CASE: PR-2021-001053 (TM, PRD, DR, AP, EIR)**

**Planning Division**

1. Plans shall conform to the exhibits attached to this report. Proposed modifications to the approved design shall be submitted to the Planning Division and shall include revised exhibits and a narrative description of the proposed modifications. The applicant is advised that an additional application and fee may be required.
2. The subject property shall be developed and operated substantially as described in the text of this report and as shown on the project plans on file with this case except for any specific modifications that may be required by these conditions of approval.
3. **Advisory:** Signs shall be permitted in accordance with Chapter 19.620 of the Zoning Code. Any new signs shall be subject to separate review and assessment. A separate sign application, including fees and plans, will be required prior to sign permit issuance.

*Prior to Map Recordation:*

4. A Resolution diminishing Agricultural Preserve No. 7 on the property shall be approved by the City Council.
5. The applicant shall prepare and record Covenants, Conditions, and Restrictions (CC&Rs) and documents creating a Homeowners Association (HOA), subject to approval of the Planning Division and City Attorney's Office. The CC&Rs/HOA shall contain the following:
  - a. Establishment of a Homeowner's Association.
  - b. Each buyer shall sign an acknowledgement that he/she has read the Constitution and By-Laws of the HOA and the CC&Rs applying to the development, including any clause pertaining to private street and private driveways;
  - c. The CC&Rs shall be irrevocably written and recorded so that the maintenance is the responsibility of the HOA for the life of the project. The CC&Rs shall clearly state that the HOA officers are responsible for the enforcement of the on-street parking regulations and are personally liable for any penalties, including citations, for the failure to follow through with their responsibilities;
  - d. The By-Laws or other appropriate document of the Homeowners' Association shall include the obligations of the Association with respect to maintenance of the private streets;
  - e. Maintenance of private streets;
  - f. The HOA shall maintain the stormwater basins, parkway, and landscape along the street frontages, and open space areas;
  - g. Vehicles parked on a residential driveway shall not encroach onto the sidewalk or private street;
  - h. Graffiti shall be removed within 24 hours of complaint; and
  - i. All lettered lots shall be maintained by the HOA.

*Prior to Grading Permit Issuance:*

6. **Mitigation Measure BIO-1: Burrowing Owl** Prior to the commencement of construction activities (i.e., demolition, earthwork, clearing, and grubbing), a 30-day pre-construction survey for burrowing owls shall occur in accordance with the Burrowing Owl Survey Instructions for the Western Riverside County Multiple Species Habitat Conservation Plan. The results of the single one-day survey shall be submitted to the City Planning Division, for review and acceptance, prior to obtaining a grading permit.

If burrowing owl are not detected during the pre-construction survey, no further mitigation is required. If burrowing owl are detected during the pre-construction survey, a Burrowing Owl Protection and Relocation Plan shall be prepared for and approved by the Regional Conservation Authority (RCA) and the Wildlife Agencies prior to initiating ground disturbance. If ground-disturbing activities occur but the site is left undisturbed for more than 30 days, a pre-construction survey shall again be necessary to ensure burrowing owl has not colonized the site since it was last disturbed and shall be submitted to the City Planning Division, for review and acceptance.

7. **Mitigation Measure BIO-2: Nesting Birds** To the extent possible, vegetation removal shall occur outside of the general bird nesting season, which is February 15 through September 15; and January 1 through August 31 for raptors. If vegetation removal, site clearing, and grubbing) must occur during the general bird nesting season or raptor nesting season, a qualified biologist shall perform a pre-construction survey of potential nesting habitat to confirm the absence of active nests belonging to migratory birds and raptors afforded protection under the Migratory Bird Treaty Act and Fish and Game Code. The pre-construction survey shall be performed no more than three days prior to the commencement of construction activities (i.e., demolition, earthwork, clearing, and grubbing). The results of the pre-construction survey shall be documented by the qualified biologist and shall be submitted to the City Planning Division, for review and acceptance. If construction is inactive for more than seven days, an additional survey shall be conducted.

If the qualified biologist determines that no active migratory bird or raptor nests occur, the activities shall be allowed to proceed without any further requirements. If active nests of birds are found during the surveys, a species-specific no-disturbance buffer zone shall be established by a qualified biologist around active nests until said qualified biologist determines that all young have fledged (i.e., no longer reliant upon the nest). If an active nest occurs on site a biological monitor shall visit the site once a week during ground disturbing activities to ensure all fencing is in place around the active nests and no nesting birds are being impacted.

8. **Mitigation Measure CUL-1: Archaeological Monitoring.** Prior to the issuance of a grading permit and before any grading, excavation, and/or ground-disturbing activities take place, the developer/applicant shall retain a Secretary of Interior Standards-qualified archaeological monitor to monitor all ground-disturbing activities in an effort to identify any unknown archaeological resources.

The project archaeologist, in consultation with consulting tribes, the Developer, and the City, shall develop an Archaeological Monitoring Plan to address the details, timing, and responsibility of all archaeological and cultural activities that will occur on the project site. Details in the plan shall include:

- a. Project grading and development scheduling;
- b. The development of a rotating or simultaneous schedule in coordination with the developer/applicant and the project archaeologist for designated Native

American Tribal Monitors from the consulting tribes during grading, excavation, and ground-disturbing activities on the site, including the scheduling, safety requirements, duties, scope of work, and Native American Tribal Monitors' authority to stop and redirect grading activities in coordination with all project archaeologists;

- c. The protocols and stipulations that the Applicant, tribes, and project archaeologist/paleontologist will follow in the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits, on nonrenewable paleontological resources that shall be subject to a cultural resources evaluation;
  - d. In conjunction with the Archeological Monitor(s), the Native American Monitor(s) shall have the authority to temporarily divert, redirect or halt the ground disturbance activities to allow identification, evaluation, and potential recovery of cultural resources;
  - e. Treatment and final disposition of any cultural and paleontological resources, sacred sites, and human remains if discovered on the project site; and
  - f. The requirements (including scheduling and timing) of a preconstruction Cultural Sensitivity Training.
9. **Mitigation Measure CUL-2: Native American** Coordination Prior to grading permit issuance, if there are any changes to Project site design and/or proposed grades, the Applicant and the City shall contact consulting tribes to provide an electronic copy of the revised plans for review. Additional consultation shall occur between the City, developer/applicant, and consulting tribes to discuss any proposed changes and review any new impacts and/or potential avoidance/preservation of any identified cultural resources on the Project site. The City and the developer/applicant shall make all attempts to avoid and/or preserve in place any cultural and paleontological resources that are identified on the Project site if the site design and/or proposed grades should be revised. In the event of inadvertent discoveries of archaeological resources, work shall temporarily halt until agreements are executed with consulting tribe, to provide tribal monitoring for ground disturbing activities.
10. **Mitigation Measure CUL-3: Native American Monitor** Prior to issuance of grading permit, the developer/permit applicant shall engage each of the consulting tribe(s) regarding Native American Monitoring. The developer/permit applicant shall provide evidence to the City that they have reached an agreement with each of the consulting tribe(s) regarding the following:
- a. The treatment of known cultural resources;
  - b. The treatment and final disposition of any tribal cultural resources, sacred sites, human remains or archaeological and cultural resources inadvertently discovered on the Project site;
  - c. Project grading, ground disturbance (including but not limited to excavation, trenching, cleaning, grubbing, tree removals, grading and trenching) and development scheduling; and
  - d. The designation, responsibilities, and participation of professional Tribal Monitor(s) during grading, excavation and ground disturbing activities.

If the developer/permit applicant and the consulting tribe(s) are unable to reach an agreement regarding compensation, the mitigation measure shall be considered satisfied if the developer/permit applicant provides sufficient documented evidence that they have made a reasonable good faith effort to reach an agreement, as

determined by the City with the consulting tribes with regards to items a-d, as listed above).

11. **Mitigation Measure NOI-1: Construction Vibration** Construction plans, and specifications, and permits for the Project shall specify that bulldozers (greater than 80,000 pounds) shall not be used within 68 feet of offsite residential structures and vibratory rollers shall not be used within 120 feet of offsite residential structures. The City will ensure plans and specifications include requirements during plan check prior to grading permit issuance. Construction activity that must occur within 120 feet of the offsite residential structures would need to be performed with small rubber-tired or alternative equipment that does not exceed the vibration threshold of 0.2 in/sec PPV at offsite residences. The site shall be staked (or other visible demarcation) to mark the limits for bulldozing and vibratory rolling activities while equipment is in use.
12. A 40-scale precise grading plan shall be submitted to the Planning Division and include the following notes:
  - a. Hours of construction and grading activity are limited to between 7:00 a.m. and 7:00 p.m. weekdays and 8:00 a.m. and 5:00 p.m. Saturdays. No construction noise is permitted on Sundays or Federal Holidays;
  - b. Compliance with City adopted interim erosion control measures;
  - c. Compliance with any applicable recommendations of qualified soils engineer to minimize potential soil stability problems; and
  - d. Include a note requiring the developer to contact Underground Service Alert at least 48 hours prior to any type of work within pipeline easement.

*During Grading and Construction Activities:*

13. **Mitigation Measure CUL-4: Treatment and Disposition of Cultural Resources:** In the event that Native American cultural resources are inadvertently discovered during the course of grading for this project, the following procedures will be carried out for treatment and disposition of the discoveries:
  - a. **Consulting Tribes Notified:** within 24 hours of discovery, the consulting tribe(s) shall be notified via email and phone. The developer shall provide the city evidence of notification to consulting tribes. Consulting tribe(s) will be allowed access to the discovery, in order to assist with the significance evaluation.
  - b. **Temporary Curation and Storage:** During the course of construction, all discovered resources shall be temporarily curated in a secure location on site or at the offices of the project archaeologist. The removal of any artifacts from the project site will need to be thoroughly inventoried with tribal monitor oversight of the process; and
  - c. **Treatment and Final Disposition:** The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and non-human remains as part of the required mitigation for impacts to cultural resources. The Applicant shall relinquish the artifacts through one or more of the following methods and provide the City of Riverside Community and Economic Development Department with evidence of same:
    1. Preservation-in-place of the cultural resources, if feasible as determined through coordination between the project archeologist, developer/applicant, and consulting tribal monitor(s). Preservation in place means avoiding the resources, leaving them in the place where they were

found with no development affecting the integrity of the resources in perpetuity;

- II. Accommodate the process for on-site reburial of the discovered items with the consulting Native American tribes or bands. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloguing and basic recordation have been completed, with an exception that sacred items, burial good and Native American human remains are excluded. No cataloguing, analysis, or other studies may occur on human remains and grave goods. Any reburial process shall be culturally appropriate. List of contents and location of the reburial shall be included in the confidential Phase IV Report. The Phase IV report shall be prepared by the project archeologist and shall be filed with the City under a confidential cover and not subject to a Public Records Request. The Tribe(s) should be able to access these areas in the future through enforceable agreement;
- III. If reburial is not feasible, a curation agreement with an appropriate qualified repository within Riverside County that meets federal standards per 36 CFR Part 79 and therefore will be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation; and
- IV. At the completion of grading, excavation, and ground-disturbing activities on the site, a Phase IV Monitoring Report shall be submitted to the City documenting monitoring activities conducted by the Project archaeologist and Native Tribal Monitors within 60 days of completion of grading. This report shall document the impacts to the known resources on the property; describe how each mitigation measure was fulfilled; document the type of cultural resources recovered and the disposition of such resources; provide evidence of the required cultural sensitivity training for the construction staff held during the required pre-grade meeting; and, in a confidential appendix, include the daily/weekly monitoring notes from the archaeologist. All reports produced will be submitted to the City of Riverside, Eastern Information Center, and consulting tribes.

14. **Mitigation Measure CUL-5: Cultural Sensitivity Training** The Secretary of Interior Standards County certified archaeologist and Native American monitors shall attend the pre-grading meeting with the developer/permit holder's contractors to provide Cultural Sensitivity Training for all construction personnel. This shall include the procedures to be followed during ground disturbance in sensitive areas and protocols that apply in the event that unanticipated resources are discovered. Only construction personnel who have received this training can conduct construction and disturbance activities in sensitive areas. A sign-in sheet for attendees of this training shall be included in the Phase IV Monitoring Report.

15. **Discovery of Human Remains:** In the event that human remains (or remains that may be human) are discovered at the Project site during grading or earthmoving, the construction contractors, Project Archaeologist, and/or designated Native American Monitor shall immediately stop all activities within 100 feet of the find. The Project proponent shall then inform the Riverside County Coroner and the City of Riverside Community & Economic Development Department immediately, and the coroner shall

be permitted to examine the remains as required by California Health and Safety Code Section 7050.5(b) unless more current State law requirements are in effect at the time of the discovery. Section 7050.5 requires that excavation be stopped in the vicinity of discovered human remains until the coroner can determine whether the remains are those of a Native American. If human remains are determined as those of Native American origin, the Applicant shall comply with the state relating to the disposition of Native American burials that fall within the jurisdiction of the NAHC (PRC Section 5097). The coroner shall contact the NAHC to determine the most likely descendant(s). The MLD shall complete his or her inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the site. The Disposition of the remains shall be overseen by the most likely descendant(s) to determine the most appropriate means of treating the human remains and any associated grave artifacts.

The specific locations of Native American burials and reburials will be proprietary and not disclosed to the general public. The County Coroner will notify the Native American Heritage Commission in accordance with California Public Resources Code 5097.98.

According to California Health and Safety Code, six or more human burials at one location constitute a cemetery (Section 8100), and disturbance of Native American cemeteries is a felony (Section 7052). The disposition of the remains shall be determined in consultation between the Project proponent and the MLD. In the event that the Project proponent and the MLD are in disagreement regarding the disposition of the remains, State law will apply and the median and decision process will occur with the NAHC (see Public Resources Code Section 5097.98(e) and 5097.94(k)).

16. Construction and operation activities on the property shall be subject to the City's Noise Code (Title 7), which limits construction noise 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.
17. The project shall comply with all existing State Water Quality Control Board and City storm water regulations, including compliance with NPDES requirements related to construction and operation measures to prevent erosion, siltation, transport of urban pollutants, and flooding.
18. The Construction Contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site.
19. The Construction Contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receptors nearest the project site during all project construction.
20. To reduce construction related particulate matter air quality impacts of the project, the following measures shall be required:
  - a. The generation of dust shall be controlled as required by the AQMD;
  - b. Trucks hauling soil, dirt or other emissive materials shall have their loads covered with a tarp or other protective cover as determined by the City Engineer;
  - c. The project contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards;
  - d. Sweep streets at the end of the day if visible soil material is carried onto adjacent paved public roads;
  - e. Trucks and other equipment leaving the site shall be washed off;

- f. Disturbed/loose soil shall be kept moist at all times;
  - g. All grading activities shall be suspended when wind speeds exceed 25 miles per hour; and
  - h. A 15 mile per hour speed limit shall be enforced on unpaved portions of the construction site.
21. The applicant shall be responsible for erosion and dust control during construction phases of the project.
22. To reduce diesel emissions associated with construction, construction contractors shall provide temporary electricity to the site to eliminate the need for diesel-powered electric generators or provide evidence that electrical hook ups at construction sites are not cost effective or feasible.

*Prior to Building Permit Issuance*

23. Tract Map No. 38094 shall be recorded.
24. **Staff Required Landscape and Irrigation Condition:** Plans shall be submitted for Planning staff approval. Separate application and filing fee are required. Design modifications may be required as deemed necessary
25. **Photometric/Lighting Plan:** An exterior lighting plan shall be submitted to staff for review and approval. A photometric study and manufacturer's cut sheets of all exterior lighting on the building, in the landscaped areas and in the parking-lot shall be submitted with the exterior lighting plan. All on-site lighting shall provide a minimum intensity of one foot-candle and a maximum of ten foot-candles at ground level throughout the areas serving the public and used for parking, with a ratio of average light to minimum light of four to one (4:1). The light sources shall be shielded to minimize off-site glare, shall not direct light skyward and shall be directed away from adjacent properties and public rights-of-ways. If lights are proposed to be mounted on buildings, down-lights shall be utilized. Light poles shall not exceed fourteen (14) feet in height, including the height of any concrete or other base material.
26. **Staff Required Fence and Wall Conditions:** A perimeter wall plan shall be submitted for review and approval. Plans shall include the following:
- a. Walls shall be constructed of a decorative material, with a decorative cap, consistent with the Citywide Design Guidelines;
  - b. Perimeter walls and returns visible from the public right-of-way shall consist of a solid decorative masonry wall with pilasters and a decorative cap.
  - c. Walls shall not exceed 6-feet in height, unless approved via a Grading Exception;
  - d. Termination of walls shall include a decorative column and cap.
27. Construction plans submitted for Plan Check review shall include a copy of these Conditions of Approval.
28. Construction plans submitted for Plan Check review should specify the location, design and color of all domestic water meters, backflow preventers, and all on- and off-site utility cabinets subject to Planning Division and Public Utilities' review and approval. The visibility of such facilities shall be minimized and include use of the smallest equipment possible, be painted green, and include of some form of screening including but not limited to berming, landscaping, and/or installation of a screen wall.



*Prior to Release of Utilities and/or Occupancy:*

29. Install the landscape and irrigation per the approved plans and submit the completed "Certificate of Substantial Completion" (Appendix C of the Water Efficient Landscaping and Irrigation Ordinance Summary and Design Manual) signed by the Designer/auditory responsible for the project. Contact the project planner to schedule the final inspection at least one week prior to needing the release of utilities.

*Standard Conditions:*

30. There is a 36-month time limit in which to satisfy the conditions and record Tentative Tract Map No. 38094. Six subsequent one-year time extensions may be granted by the Community & Economic Development Director 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.
31. The request shall include a letter stating the reasons for the extension of time and associated fee shall be submitted to the Planning Division.

**PLEASE BE ADVISED THAT THE APPLICANT WILL NOT BE NOTIFIED BY THE PLANNING DIVISION ABOUT THE PENDING EXPIRATION OF THE SUBJECT ENTITLEMENTS.**

32. The Planned Residential Development and Design Review related to implementing the subdivision may be granted time extensions by the Community & Economic Development Director or their designee up to a total of six years beyond the original approval expiration date prior to issuance of any building permits. Once a building permit has been issued, the project will be considered vested and time extensions are no longer needed.
33. The Project must be completed per the Plot Plan Review approved by the Community & Economic Development Director, including all conditions listed in this report. Any substantial changes to the Project must be approved by the Development Review Committee or by Planning Staff. Upon completion of the Project, a Staff inspection must be requested, and **UTILITIES** will not be released until it is confirmed that the approved plans and all conditions have been implemented.
34. Within 30 days of approval of this case by the City, the developer 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 approval, 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 of any such claim; action or proceeding and the City will cooperate in the defense of the proceeding.
35. This approval is for design concept only and does not confirm the project has been thoroughly checked for compliance with all requirements of law. As such, it is not a substitute for the formal building permit plan check process, and other changes may be required during the plan check process.
36. This Project shall fully and continually comply with all applicable conditions of approval, State, Federal and local laws in effect at the time the permit is approved and exercised and which may become effective and applicable thereafter, and in accordance with the terms contained within the staff report and all testimony regarding this case. Failure to do so will be grounds for Code Enforcement action, revocation or further legal action.

## **Fire Department**

37. A Residential fire sprinkler system meeting National Fire Protection Association 13D is required. Attached garages are required to be protected by an automatic fire sprinkler system. Automatic residential fire sprinkler system shall be designed in accordance with 2019 California Residential Code, Section R313. Plans shall be submitted to and approved by the Fire Department prior to installation (2019 California Fire Code, Section 903.2.8 or Riverside Municipal Code, Section 16.32.080).
38. TRACT MAP shall identify the posting of required fire lanes on the plan submittal to verify parking conditions on the private street. (CFC, Sec. 503.3) (RMC, Sec. 16.32.280)
39. Public Fire Hydrant is required. Additional on-site hydrant is also required to ensure there is no building beyond 500 feet from the nearest fire-hydrant.

## **Parks, Recreation & Community Services**

### *Prior to Map Recordation*

40. Per the City General Plan, a multi-purpose recreational trail segment is designated within and/or adjacent to this project. Therefore, installation, or posting of appropriate sureties and execution of construction agreement, with the Parks and Recreation Department to guarantee the installation of full multi-purpose recreational trail improvements for the trail segments both within and/or adjacent to the project is required. Trail installation work shall be subject to the Parks and Recreation Department's public landscape permit and inspection process. Required trail segment is along the entire Wood Road frontage of this project.
41. Dedicate Multi-purpose Recreational Trail Easements/rights- of-way, designated for public non-motorized use as required to implement the City's Multi-purpose Recreational Trails System Master Plan
42. Developer shall make payment of all applicable Park Development Impact fees (regional/reserve and trail fees) for all recorded ROW.
43. Developer shall establish a Master Property Owners Association (MPOA), a Home Owners Association (HOA) or other approved mechanism.
  - a. Mechanism shall ensure that maintenance of trail improvements is provided for "in-perpetuity".
  - b. Recorded map shall include the condition for trail maintenance by approved entity.
  - c. City Attorney and Planning Department Approval is required.
  - d. Provide a copy of CC&R to Parks Department for review.

### *Prior to Grading/Street Improvement Permit Issuance*

44. Provide a copy of the Grading Plans and Street Improvement Plans to PRCSD for review and approval prior to permit issuance.

Include updated 2021 City standard trail specifications and details in construction plan set used to construct trail improvements.

Obtain Separate Public Park/Trail Improvement Permit and Inspection Card. Public Park/Trail Permit Requirements:

- a. Permit scope of work includes trail Improvements and other PRCSD conditioned improvements.
- b. All improvements shall be constructed per CBC, City Public Park Improvement Standard specifications and details and Standard Specifications for Public Works Construction.

- c. Trail shall be free and clear of all utility, irrigation and other equipment and appurtenances including but not limited to cabinets, poles, and other related equipment and appurtenances.
- d. Submit trail material cut sheets, shop drawings and installation details to City of Riverside Parks, Recreation, and Community Services Department for approval of fence, stabilized decomposed granite, reinforced mow curbs, and other trail related materials prior to start of trail work.

Contractor is responsible for scheduling a pre-construction job walk with the Parks Department Representative, and for scheduling all subsequent trail construction inspections

*Prior to Grading/Street Improvement permit closeout*

45. Demonstrate that all trail scope of work has been graded, improved, and approved in conformance with the approved plans, specifications and public park improvement permit

*Prior to Building Permit Issuance*

46. Developer shall make payment of all applicable Park Development Impact Fees (local, aquatic, regional/reserve and trail fees) for privately developed areas.
47. Provide a copy of the site improvement plans to PRCSD for review and approval prior to permit issuance.

*Prior to all Occupancy, certificate of use or building permit closeout*

48. Construct recreational trail improvements per Trails Master Plan and Trails Standards for the trail segments along the entire Wood Street frontage of the project.
49. Demonstrate that all trail scope of work has been constructed, installed and approved in conformance with the approved plans, specifications and public park/trail improvement permit.

*Operational Conditions*

50. Owner or occupant shall maintain dedicated trail improvements including at a minimum trail surfacing, fencing, landscape curbs/headers, and signage

**Public Works – Land Development**

51. Storm Drain construction will be contingent on engineer's drainage study. All on-site storm drains to be privately maintained.
52. Deed for widening Lurin Avenue along project frontage to 33' from monument centerline to Public Works specifications.
53. Deed for widening Wood Road along project frontage to 44' from monument centerline to Public Works specifications.
54. Deed for widening Krameria Avenue along project frontage to 44' from monument centerline to Public Works specifications.
55. Potential r/w corner cutback at intersection of Wood Road and Lurin Avenue to Public Works specifications.
56. Installation of curb and gutter at 20 feet from monument centerline, sidewalk, and matching paving on Lurin Avenue to Public Works specifications.
57. Installation of curb and gutter at 32 feet from monument centerline, sidewalk, and matching paving on Wood Road to Public Works specifications.

58. Installation of curb and gutter at 32 feet from monument centerline, sidewalk, and matching paving on Krameria Avenue along project frontage to Public Works specifications.
59. Full improvement of interior streets based on private residential street standards.
60. 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.
61. **Advisory:** Project to have sewer service provided by WMWD, will serve letter required.
62. Off-site improvement plans to be approved by Public Works prior to map recordation.
63. A surety prepared by Public Works to be posted to guarantee the required off-site improvements prior to map recordation.
64. Size, number, and location of driveways to Public Works specifications.
65. 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 and Fire Department specifications.
66. PRIOR TO PERMIT ISSUANCE, add the following notes to the site/plot or landscape plans and email PDF to gtanaka@riversideca.gov for review and approval:  

PLANT 24" box size Cercis canadensis 'Forest Pansy' in PUBLIC RIGHT-OF-WAY along KRAMERIA AVE & along LURIN AVE; and Handroanthus impetiginosus along WOOD ROAD. Prior to any planting, Tree Inspector to determine precise locations at time of scheduled site inspection after fine grading and hardscape installation is complete. Planting, staking, irrigation, root barriers to Landscape & Forestry specifications.
67. Trash collection service will not be provided on common drives. Areas shall be provided along private streets to accommodate the placement of containers for automated collection. On-street parking shall be prohibited (if allowed) on collection days as required to ensure access to the trash containers. Keypad activation of the security gates (if proposed) is required to allow access to the site for collection service
68. Prior to final inspection for the development project, the applicant shall pay the Transportation Uniform Mitigation Fee (TUMF) in accordance with the fee schedule in effect at the time of payment. If the project improvements include qualifying right-of-way dedications and/or street improvements to a TUMF regional arterial roadway as identified on the Regional System of Highways and Arterials, the developer may have the option to enter into a Credit/ Reimbursement Agreement with the City and Western Riverside Council of Governments (WRCOG) to recover costs for such work based on unit costs as determined by WRCOG.

The terms of the agreement shall be in accordance with the RMC Chapter 16.68 and the TUMF Administrative Plan requirements. Credit/reimbursement agreements must be fully executed prior to receiving any credit/reimbursement. An appraisal is required for credit/reimbursement of right of way dedications and credit/reimbursement of qualifying improvements requires the public bidding and payment of prevailing wages in accordance with State Law. For further assistance, please contact the Public Works Department.

69. Prior to issuance of a building or grading permit, the applicant shall submit to the City for review and approval, a project specific WQMP that:
  - a. Addresses Site Design BMP's such as minimizing impervious areas, maximizing permeability, minimizing directly connected impervious areas, creating reduced or "zero discharge" areas and conserving natural areas;
  - b. Incorporates the applicable Source Control BMP's as described in the Santa Ana River Region WQMP and provides a detailed description of their implementation;
  - c. Incorporates Treatment Control BMP's as described in the Santa Ana River Region WQMP and provides information regarding design considerations;
  - d. Describes the long-term operation and maintenance requirements for BMP's requiring long-term maintenance; and
  - e. Describes the mechanism for funding the long-term operation and maintenance of the BMP's requiring long-term maintenance.
70. Prior to issuance of any building or grading permits, the property owner shall record a "Covenant and Agreement" with the County-Clerk Recorder or other instrument acceptable to the City Attorney to inform future property owners of the requirement to implement the approved project-specific WQMP. Other alternative instruments for requiring implementation of the approved project-specific WQMP include: requiring the implementation of the project-specific WQMP in the Home Owners Association or Property Owners Association Conditions, Covenants and Restrictions (CC&R's); formation of Landscape, Lighting and Maintenance Districts, Assessment Districts or Community Service Areas responsible for implementing the project-specific WQMP; or equivalent may also be considered. Alternative instruments must be approved by the City prior to the issuance of any building or grading permits.
71. If the project will cause land disturbance of one acre or more, it must comply with the statewide General Permit for Storm Water Discharges Associated with Construction Activity. The project applicant shall cause the approved final project specific WQMP to be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.
72. Prior to building or grading permit closeout or the issuance of a certificate of occupancy or certificate of use, the applicant shall:
  - a. Demonstrate that all structural BMP's described in the project specific WQMP have been constructed and installed in conformance with approved plans and specifications;
  - b. Demonstrate that applicant is prepared to implement all non-structural BMP's described in the approved project specific WQMP; and
  - c. Demonstrate that an adequate number of copies of the approved project specific WQMP are available for the future owners/ occupants.
73. Waiver of Access Easement required for new parcels which abut Dant Street.

#### **Public Works – Traffic**

74. **Mitigation Measure MM T-1 Implement Subsidized or Discounted Transit Program:** The Project will implement a subsidized transit pass program. The Project applicant shall establish an account in the amount of \$50,000, to be administered by the Homeowners Association (HOA) to provide free or reduced cost transit passes to Project residents for a period of at least 10 years from project occupancy. Implementation of the subsidized

transit pass program by the HOA shall be included in the Project Covenants, Conditions and Restrictions (CC&R's), and the fund shall be established prior to occupancy of the first unit of the Project. The program shall provide up to \$60 for a Riverside Transit Agency monthly pass or up to \$100 for a Metrolink monthly pass to qualified residents who request transit reimbursement from the HOA. Residents who participate in the subsidized transit pass program would also be eligible to receive reimbursement for use of a ride sharing service (i.e., Uber or Lyft) for an emergency ride home.

The HOA shall provide an annual report of the transit pass program that includes the number of reimbursement requests, the amount disbursed to residents, and the remaining amount in the transit pass account. If the program experiences low participation, the City shall have the discretion to direct the HOA to redirect the funds for implementation of another measure intended to reduce VMT by Project residents. Such measures could include, but are not limited to, offsite or onsite pedestrian, bicycle or transit improvements, funding toward a bikeshare station on or near the site, implementation of further traffic calming measures, or other feasible and implementable TDM measures. The subsidized transit pass program will be administered by the Project Homeowners Association (HOA) and would rely on a fund, established by the Project applicant, to purchase transit passes for Project residents.

75. **Mitigation Measure MM T-2Implement Commute Trip Reduction Marketing:** The Project will implement a CTR marketing program via information provided by the HOA and will educate residents about their travel choices beyond driving such as carpooling, transit, walking and bicycling. The Project HOA shall provide up to date travel information in a publicly accessible location, such as a website or on-site bulletin board. The CTR Marketing program shall provide information on the Subsidized Transit Pass program as well as other travel options such as transit routes and schedules, bikeway maps, and location of nearby bike and carshare stations. The information shall be reviewed and updated as needed and no less than every six months.
76. Prior to the issuance of a Certificate of Occupancy, the applicant shall construct a stop sign (R1-1), stop bar, stop legend, at the project driveways. Stop signs must conform to City Standard 664 and the markings must conform to the California Manual on Uniform Traffic Control Devices, Part 2A and 2B: <https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files>.

The contractor shall complete the construction work with an approved Public Works Permit. The installation of the signage and striping shall be completed to the satisfaction of the Director of Public Works. The applicant is solely responsible for the procurement and installation of this infrastructure improvement.

#### **Public Utilities – Electric**

77. Developer is responsible for all trenching, installation of conduit and sub-structures required to provide power to the site. In addition to installing spare conduits, streetlights, also stub & cap along all property frontages.
78. Plot existing electrical distribution facilities on the original site plan.
79. Contact RPU to discuss PJC's & transformer locations.
80. If the streets within the tract are private the customer can install the streetlights of their choice. This will require the installation of a metered pedestal.
81. This tract will have two points of connection, one off Krameria & the other off Lurin.
82. Existing SCE power poles along Lurin & Wood please contact them for relocation/removal of existing facilities.

83. Streetlights will be required along Lurin, Krameria, & Wood.

#### **Western Municipal Water District**

84. Compliance with water efficient landscape requirements per the City of Riverside Ordinance No. 859.
85. All applicable Added Facilities Charges (for water facilities), Sewer Connection Fees, Annexation Fees and Meter Installation Fees, must be paid prior to the installation of any water meter.
86. Proposed facilities for water and sewer service must be designed by a Registered Civil Engineer and reviewed and approved by Western. Deposit for Plan Check must be received prior to plan check and Deposit for Inspection must be received prior to approval of the plans.
87. Western, as a member agency of Metropolitan Water District of Southern California (MWD) will enforce MWD's Plan for Water Use Efficiency Guideline requirements for water conservation.
88. Developer's landscape architect is required to consult with Western's Water Resources Department to review Western's conservation efforts.
89. The property is located within the 1837/1900 Pressure Zone. Currently, Western has existing pipelines located along Krameria Avenue, Wood Road, and Lurin Avenue connections to the proposed project. The available Fire Flow must be determined by a flow test of fire flow modeling.
90. Coordinate with fire protection agency of jurisdiction to determine required fire flow for the proposed project and advise Western of the fire flow requirements. Submit request to Western for fire flow modeling to determine if existing water systems capacity is available to provide the required fire flow.
91. Western has an existing 8" sewer pipeline at Wood Road for extension to connect to the proposed project.
92. Western has an existing 24" recycled water pipeline in Lurin Avenue for extension to the proposed project public and common landscape areas.
93. Developer to submit a 22" x 34" onsite and/or offsite Master Utility Plan of water, sewer and recycled water plan layout to Western for approval prior to formal submittal of plan review of Water, Sewer and Recycled Water Improvement Plans.
94. Master Utility Plan shall show the following items:
  - a. Provide basis of survey with date, surveyor information, datum and basis of bearing.
  - b. Delineate all easements within project boundaries with metes and bounds, width of easements (if needed), owners of interest and brief description of easement purposes. Clearly show easements meet Western width requirements.
  - c. Delineate all existing utility facilities (i.e.; water & recycled water pipe diameter, pipe material, water meters, air/vac, blow-off, fire hydrants, valves, sewer, manholes, cleanouts, gas, communication, electrical, etc.) within project boundaries and along project boundaries and any off-site improvements. Show existing water and sewer facilities with reference to Western record documents.
  - d. Show future (proposed) utilities of water, recycled water and sewer.
  - e. Delineate all proposed and existing lots, streets, and storm drains. Show clearly any proposed private streets.

- f. Delineate all proposed water, sewer and/or recycled water facilities within project boundaries. Include pipeline diameters and type of material.
  - g. Show extension of sewer in Wood Road from Lurin Avenue to Woodcrest Lane, replacement of any 4" and 6" water pipeline on project boundary to meet Western standards. Show looping of water system from Lurin Avenue to Krameria Avenue through subdivision.
  - h. Show location of water meters, sizes and location and sizes of RPDA's (reduced pressure detector assemblies). The Master Utility Plan will be used for meter fees and meter drop requests.
95. Developer to submit a detailed engineer's construction cost estimate to Western for review and approval. Once approved Developer shall make a deposit for plan checking services for Water and/or Sewer Improvement Plans.
  96. Water and/or Sewer Improvement Plans shall be designed per Western's Standard Specifications. Please review Western's Standard Specifications for submittal formats and requirements online at <http://www.wmwd.com/158/Standard-Specifications-Drawings>
  97. Developer to submit grading plans for Western's review and approval before grading permit is issued.
  98. Water and/or Sewer Improvement Plans shall not be approved until all items mentioned above are received and approve by Western.
  99. The developer is responsible for installing, paying all costs, and obtaining an encroachment permit from the local jurisdiction having authority over installation of water and/or sewer facilities including laterals in the public right-of-way. If the customer chooses to cross private property, then the customer is responsible to obtain private easements from adjacent property owners.
  100. Provide and/or pay all applicable cost and fees including connection facilities, relocation of facilities, and additional facilities that may be necessary to accommodate applicant's proposed water and sewer usage, while maintaining resiliency of pipelines within Western's distribution system. This may include the upsizing of pipelines, installation of pressure reduction, and or pump stations (subject to the application of appropriate credits for additional facilities provided by the applicant).
  101. For water and/or sewer service by Western, the developer must comply with the "Standard Conditions," and all applicable Rules, Regulations, and General Policies of Western at the time of construction.
  102. Contact Western's Development Services Department at (951) 571-7100 for further information.



CITY OF RIVERSIDE DEVELOPMENT  
INDEMNIFICATION AGREEMENT  
PR-2021-001053

THIS INDEMNIFICATION AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by a \_\_\_\_\_, a \_\_\_\_\_, ("Applicant"), in favor of the City of Riverside, a California charter city and municipal corporation ("City").

RECITALS

A. The Applicant is the owner or developer of that certain real property located at \_\_\_\_\_, within the City of Riverside, County of Riverside, State of California ("Property"). The Property is more particularly described in the legal description attached hereto as Exhibit "A" and incorporated herein by this reference.

B. The Applicant has applied to the City for certain development approvals for the Property under Planning Case No. PR-2021-001053, consisting of a proposal to \_\_\_\_\_, on the Property ("Project").

C. As a condition of approval to Planning Case No. PR-2021-001053, the City has required that the Applicant execute this Agreement, to defend, indemnify, including reimbursement, and hold harmless the City, its agents, officers and employees from any claim, action, or proceeding against the City, its agents, officers or employees, to attack, void or annul an approval by the City's advisory agency, appeal board, or legislative body concerning the Project.

NOW, THEREFORE, in accordance with the recitals set forth above and as consideration for the approval of development entitlements stated herein, the City and Applicant agree as follows:

1. Incorporation of Recitals. The parties agree that the Recitals constitute the factual basis upon which the City and the Applicant have entered into this Agreement. The City and the Applicant each acknowledge the accuracy of the Recitals and agree that the Recitals are incorporated into this Agreement as though fully set forth at length.

2. Term. The term of this Agreement commences upon approval of Planning Case No. PR-2021-001053 and shall terminate one year after the satisfaction of all required conditions under said Planning Case or upon the expiration of any statute of limitations to challenge the Project, whichever is later.

3. Indemnification. The Applicant agrees to indemnify and hold harmless the City, its agents, officers, council members, employees, boards, commissions and their members and the City Council from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of such litigation being to attack, set aside, void or annul any approval of the Project or any related decision, or the adoption of any California Environmental Quality Act Documents or any other environmental documents which relate to the Project. This indemnification shall include, but is not limited to, all damages, costs, expenses, settlements, attorney fees or expert witness fees that may be awarded to the prevailing party, or agreed to in a settlement, and costs of suit, attorneys' fees, and other costs, liabilities and expenses arising out of or in connection with the approval of the application or related decision, whether or not there is concurrent, passive or active negligence of the part of the City, its agents, officers, council members, employees, boards, commissions and their members and the City Council.

4. City Notification. City shall promptly notify the Applicant of any claim, action, or proceeding concerning the Project and the City shall cooperate fully in the defense of the matter. Applicant shall promptly retain counsel, at its own cost, to represent the City in any such action. Said counsel, if approved by the City, can jointly represent the City and Applicant. However, the City reserves the right, at its own option, to choose its own attorney to represent the City, its officers, employees, and agents in the defense of the matter. Any costs and attorney's fees incurred by the City for its separate counsel shall be paid for by the Applicant.

5. Settlement. The Applicant shall not be required to pay or perform any settlement unless the settlement is approved by the Applicant.

6. Severability. If for any reason, any portion of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

7. Assignability Limitations. This Agreement may be assigned by the Applicant to any successor in interest for the Project, only after Applicant has first notified the City's Planning Division and has provided to the City Planner signed acceptance of the assignment by the assignee.

8. Nonwaiver of Rights or Remedies. The failure of the City to exercise any right or remedies available to it pursuant to this Agreement shall not constitute a waiver of that party's right to enforce that right or to seek that remedy in the future. No course of conduct or act of forbearance on any one or more occasions by any party to this Agreement shall preclude that party from asserting any right or remedy available to it in the future. No course of conduct or act of forbearance on any one or more occasions shall be deemed to be an implied modification of the terms of this Agreement.

9. City Authority. Notwithstanding anything in this Agreement to the contrary, the City retains all authority and discretion granted to it by law to either approve, disapprove or modify any of the proposed uses of the Property and/or Project in accordance with City ordinances and the approved General Plan.

10. No Oral Modifications. This Agreement represents the entire understanding of the City and the Applicant and supersedes all other prior or contemporaneous written or oral agreements pertaining to the subject matter of this Agreement. This Agreement may be modified, but only by a writing signed by both the City and the Applicant. All modifications to this Agreement must be approved by the City Council of the City of Riverside.

11. Binding Upon Successors. This Agreement and each of its terms shall be binding upon the City, the Applicant and their respective officers, elected officials, employees, agents, contractors, and permitted successors and assigns.

12. Legal Challenges. Nothing herein shall be construed to require City to defend any third-party claims and suits challenging any action taken by the City with regard to any procedural or substantive aspect of the City's approval of the Project, the environmental process, or the proposed uses of the Property. The City shall retain sole and absolute discretion on whether or not it will defend any action filed which challenges the Project, or whether it will take any other course of action on the Project. The Applicant may, however, in its sole and absolute discretion, appear as real party in interest in any third-party action or proceeding, and in such event, the City may defend such action or proceedings at City's sole and absolute discretion. This City shall have the absolute right to retain such legal counsel as the City deems necessary and appropriate to represent its interests.

13. Attorneys' Fees. In the event that any action or proceeding, including arbitration, is commenced by either the City or the Applicant against the other to establish the validity of this Agreement or to enforce any one or more of its terms, the prevailing party in any such action or proceeding shall be entitled to recover from the other, in addition to all other legal and equitable remedies available to it, its actual attorneys' fees and costs of litigation, including, without limitation, filing fees, service fees, deposition costs, arbitration costs and expert witness fees, including actual costs and attorneys' fees on appeal.

14. Jurisdiction and Venue. This Agreement is executed and is to be performed in the City of Riverside, Riverside County, California, and any action or proceeding brought relative to this Agreement shall be heard in the Riverside County Superior Court, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

15. Headings. The headings of each Section of the Agreement are for the purposes of convenience only and shall not be construed to either expand or limit the express terms and language of each Section.

16. Representations of Authority. Each party signing this Agreement on behalf of a party which is not a natural person hereby represents and warrants that all necessary legal prerequisites to that party's execution of this Agreement have been satisfied and that he or she has been authorized to sign this Agreement and bind the party on whose behalf he or she signs.

IN WITNESS WHEREOF, the Applicant has caused this Indemnification Agreement to be executed the date first written above.

APPLICANT:

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM:  
City Attorney

By \_\_\_\_\_