



"People Serving
People"

CITY OF RIVERSIDE

July 8, 2005

Donald Wilson
5996 Victoria Avenue
Riverside, CA 92506

SUBJECT: P05-0360 (PM-33375), Southerly Terminus of Copperfield Avenue, Westerly of
Hawarden Drive

Dear Applicant:

At its meeting of **July 7, 2005, the City Planning Commission Approved P05-0360 (PM-33375)** subject to the attached conditions.

There is now a fifteen day appeal period from the date of the Planning Commission's decision. Appeals must be received in writing along with the required fee by 5:00 pm on July 22, 2005 in the Planning Department. If not appealed, the Planning Commission's decision is final.

Substantial changes and revisions of the tentative map must be approved by the Planning Commission. Prior to the expiration of the initial 30 months allowed for recordation, a timely written request may be submitted to the Planning Commission for a one-year time extension. Up to three additional one-year time extensions may be granted following the initial 30 months subject to Planning Commission approval. Any request for a time extension must be submitted in writing, include the fee, and received by the Planning Department prior to the expiration date or the map will be void.

The conditions of approval require the applicant to execute an indemnification agreement within 30 days of map approval. Please complete the attached agreement and return to the case planner below within 30 days.

Should you have any questions concerning this notice please call Clara Miramontes, Senior Planner, at (951) 826-5277.

Sincerely,


Craig Aaron
Principal Planner

c: Public Works Dept. - Rob Van Zanten
Brian Collins, Canty Engineering Group, 2010 Iowa Ave., Ste. 110, Riverside, 92507

PLANNING AND BUILDING DEPARTMENT

G:\CPC\07-07-05\P05_0360.mda.wpd

3900 MAIN STREET • RIVERSIDE, CALIFORNIA 92522 • (951) 826-5371

FAX: (951) 826-5981 • www.riversideca.gov

APPROVED CONDITIONS

P05-0360 (PM-33375)

PLANNING COMMISSION HEARING DATE: July 7, 2005

CONDITIONS

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

Case Specific

● **Planning**

1. The City Planning Commission makes the necessary findings in the applicant's favor to grant the following variances and as justification, the applicant's and staff's prepared justifications are referenced as appropriate:
 - a. To allow Lots 2 and 3 to have less than the required minimum lot depth.

Standard Conditions

● **Planning**

Prior to Map Recordation

2. The 5-foot easement along the northerly parcel line which abuts the garage at 5946 Copperfield shall be maintained as open ingress and egress and the fence shall be placed along the southern edge of the easement.
3. Prior to map recordation, the applicant shall grant a maintenance easement to the adjacent rear property owners of lots 1 and 2 for the rear facing slope and shall place the wall at the top of the slope as shown in the submitted subdivision map. In the instance that either of the property owners does not except the slope easement the wall will be placed on the property line consistent with all Code requirements, including height restrictions..

Prior to Grading Permit Issuance

- *4. A grading plan shall be submitted for Planning staff review and approval, and should include:
 - a. an interim erosion control program to be certified by the project engineer subject to Public Works Department review and approval.
 - b. the 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.

- c. clearly 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.
 - d. clearly indicate the precise location of all cut and fill slopes. In no instance shall the toe of slope be located along any property line.
 - e. 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 Legal Department's review and approval.
 - f. final driveway grades and configurations shall be subject to review and approval of the Fire Department.
- *5. 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.
- *6. Manufactured slope ratios shall not exceed a maximum of 2:1.
- *7. The applicant shall be responsible for erosion and dust control during both the grading and construction phases of the project.
8. Approval of the grading plan shall not exclude or excuse compliance with all other applicable rules and regulations pertaining to this project.
- *9. The grading plan shall comply with all grading standards in the adopted Grading Ordinance (Title 17). Any grading that does not conform to these standards will be subject to further environmental review and approval.
- *10. The grading plan is to comply with all of the approved mitigation measures and conditions of this map. To facilitate the review of the grading plan submit two copies of the plan, along with any other required material, to the Planning Department. No additional fees are required for this part of the review process. Approved mitigation measures must be satisfied prior to grading permit issuance.
- *11. If buried cultural materials are discovered during construction, all work in that area shall be halted and diverted until a qualified archeologist can evaluate the nature and significance of the find.

Prior to Building Permit Issuance

- *12. The architectural plans for this tract shall be submitted for Cultural Heritage Board approval. A separate application and plans are required, though there is no filing fee for this review.
- *13. Prior to receiving a Building Permit the applicant shall submit a comprehensive wall and fence plan for Design Review staff approval. This plan shall specify:
 - a. The location, height and design of all fences and retaining walls;
 - b. All walls and fences shall be constructed by the developer in conjunction with construction of the tract.
- *14. Landscape plans submitted for Design Review staff approval.

Standard Conditions

● **Planning**

- 15. In approving this case, it has been determined that there is no evidence before the City that the proposed project will have any potential for adverse effect on wildlife resources and the impacts of the project are found to be de minimis pursuant to Section 711.4 of the Fish and Game Code.
- 16. 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.
- 17. 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.

● **Public Works**

PRIOR TO MAP RECORDATION:

18. 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.
19. Full improvement of Copperfield Avenue based on 60 foot residential street standards.
20. A barrier shall be placed adjacent to the terminus of Copperfield Avenue to prohibit street access from the adjacent property to Public Works specifications.
21. Installation of sewer and sewer laterals to serve this project to Public Works specifications.
22. Off-site improvement plans to be approved by Public Works prior to map recordation.
23. A surety prepared by Public Works to be posted to guarantee the required off-site improvements prior to map recordation.
24. Prior to issuance of a building permit, the applicant shall pay the Transportation Uniform Mitigation Fee (TUMF) in accordance with the fee schedule in effect at the time of issuance.
25. Termination of Copperfield Avenue to Public Works specifications. The area beyond the cul-de-sac bulb shall be dedicated for street purposes to provide future access to the adjacent property. The area shall be designated as a barrier strip on the final map which will be accepted in conjunction with a City-approved development on the adjacent property.

● **Fire Department**

26. Requirements for construction shall follow the Uniform Building Code with the State of California Amendments as adopted by the City of Riverside.
27. Construction plans shall be submitted and permitted prior to construction.
28. Any required fire hydrants shall be installed and operational prior to Fire Department release of permit.

29. Fire Department access is required to be maintained during all phases of construction.

- **Public Utilities**

30. 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.
31. 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.

- **Park and Recreation**

32. Street trees and parkway landscaping shall be provided to the specifications of the Park and Recreation Department.
33. The removal, relocation, replacement or protection of existing street trees to the specifications of the Park and Recreation, Public Works and Planning Departments.
34. The installation of new street trees in accordance with the specifications of the Park and Recreation Department.
35. Prior to Building Permit Issuance: Payment of all applicable park development fees (local and regional/reserve) as mitigation for the impacts of the project on the park development and open space needs of the City. For questions or concerns regarding this condition contact Senior Administrative Analyst Patti Casillas - 826-2068.
36. Prior to Building Permit Issuance: Payment of Street Tree Plan Check and Inspection Fees as applicable. For questions or concerns regarding this condition contact the Tree Division Staff at 951/351-6126.
37. Prior to Occupancy: The installation (or posting of appropriate sureties with the Park and Recreation Department to guarantee the installation) of new street trees along all public street frontages per City standards. For questions or concerns regarding this condition contact the Tree Division Staff at 951-351-6126.
38. General: For landscape maintenance purposes, all parkways along public streets where adjacent to front or side yards of single family lots shall be privately maintained by the property owner(s) adjacent thereto, all per City standards, policies and ordinances. For questions or concerns regarding this condition contact Principal Park Planner Bob Johnson at 951/826-2018.

CITY OF RIVERSIDE DEVELOPMENT
INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT ("Agreement") is made this _____ day of _____, 200__, by and between the CITY OF RIVERSIDE, a municipal corporation ("City") and _____, a _____, ("Applicant").

RECITALS

A. The Applicant is the owner of that certain real property ("Property") located within the City of Riverside, County of Riverside, California. 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. P05-0360 (PM-33375), a proposal to _____, on the Property located at _____ (the "Project").

C. As a condition of approval to Planning Case No. P05-0360 (PM-33375), 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. P05-0360 (PM-33375) and shall terminate one year after the satisfaction of all required conditions under said Planning Case.

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 related decision, or the adoption of any environmental documents or negative declaration which relates to the Project. This indemnification shall include, but is not limited to, all damages, costs, expenses, attorney fees or expert witness fees that may be awarded to the prevailing party, 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 Planning Department and has provided to the City Planning Director a 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 a court of competent jurisdiction in the County of Riverside, State of California, 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.

[Signatures on following page.]

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:

Deputy City Attorney

G:\CPC\07-07-05\P05_0360 noa.wpd
Rev: 01/12/05