

"People Serving  
People"

# CITY OF RIVERSIDE

March 2, 2005

SDH & Associates, Inc.  
5225 Canyon Crest Drive, Bldg. 300, Suite 357  
Riverside, CA 92507

**SUBJECT:** P04-1011

**PROPERTY LOCATION:** Easterly of Bradley St., south of Overlook Parkway

**EFFECTIVE DATE:** March 1, 2005

Dear Applicant :

The Riverside City Council, at its meeting of March 1, 2005, 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), determined that this project would not have a significant effect on the environment and adopted a Negative Declaration.

Whenever a Negative Declaration is adopted the project applicant is required by State law to pay a fee of \$1,250.00, collected by the County of Riverside. The purpose of the fee is to fund wildlife management costs of the State Department of Fish and Game. The fee must be paid when the Notice of Determination is filed with the County of Riverside. This required notice formally announces the approval of the project and commences a 30-day period in which legal challenges to the environmental determination can be made.

Your project will not be "operative, vested or final" until the Notice of Determination is filed along with the fee payment. The County also assesses a processing fee.

A copy of the Notice of Determination is enclosed. You need to either mail (use the P. O. Box number) or take it in person with the required fees to:

County Clerk  
P. O. Box 751  
2720 Gateway Dr.  
Riverside, CA 92502-0751  
Contact: Tammie Marshall  
(951) 486-7405

Please contact that office directly to determine the amount of the County processing fee.

## PLANNING DEPARTMENT

3900 MAIN STREET • RIVERSIDE, CALIFORNIA 92522 • (909) 826-5371  
FAX: (909) 826-5981 • [www.riverside-ca.org](http://www.riverside-ca.org)

For any given property, only one Fish and Game fee is required, even though more than one Notice of Determination may be filed for projects on the same site. If the Fish and Game fee has already been paid for the subject property, you need to present evidence of prior payment when filing this and subsequent Notices of Determination.

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.

Please call the Planning Department at (951) 826-5371 if you have any questions about the content of this letter.

Sincerely,

Craig Aaron  
Principal Planner

A handwritten signature in cursive script, appearing to read "Craig Aaron", written in black ink.

cc: Grove Community Church  
5320 Victoria Avenue  
Riverside, CA 92506

**CITY COUNCIL  
FINAL APPROVED CONDITIONS**

P04-1011

City Council Meeting Date: March 1, 2005

*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. As justification, staff prepared written justifications are referenced:
  - a. to allow lots 3 and 4 to be less than 2-acres in size on lots with an ANS between 15% and 30%; and
  - b. to allow lot 7 to have a lot width frontage less than 130-feet.
2. The Commission makes the necessary findings in the applicant's favor to grant the following grading exceptions:
  - a. to allow A and B Streets, lots 1, 3, and 5 through 7 to encroach into the Prenda arroyo limits and development setback; and
  - b. to allow slopes up to 30-feet on lot 5.

*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. Slopes on lot 5 shall be reduced to a maximum height of 30-feet.

- \*5. The City's Master Trail Plan shows a trail across the northernmost portion of the site. The applicant shall be required to grant easements and provide a trail per the specifications of the Parks and Recreation Department
- \*6. Provide Avigation Easements to March ARB/MIP prior to any permits being issued or sale to any entity exempt from the Subdivision Map Act.
- \*7. The large open space areas along the southerly portions of lots 5, 6 and 7 shall be placed under an open space easement. The open space easement shall be granted to an appropriate conservancy organization for long term maintenance and management. Should no organization be found, a Homeowner's Association will be required and CC&R's will be recorded to insure maintenance and management of the open space area subject to approval of the Planning and Legal Departments.
- \*8. If an HOA is required, 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. establishing a Homeowner's Association;
  - \*b. the HOA shall be responsible for maintenance of open space areas.
  - \*c. the keeping of livestock is prohibited;
  - \*d. prohibiting further subdivision of any lots within this map.

*Prior to Grading Permit Issuance:*

- 9. Tract Map 31799 shall be recorded.
- \*10. The applicant shall be required to pay the standards SKR mitigation fee.
- \*11. The project will be subject to the MSHCP Local Development Mitigation Fee.
- \*12. A clearance study will be required prior to ground clearing activities to mitigate any potential impacts to the Burrowing owl, nesting birds, and sensitive reptiles.
- \*13. The project shall avoid and minimize impacts to offsite habitats through project design and clean construction practices.

- \*14. During initial ground clearing activities, a biological monitor should conduct daily clearance surveys for any sensitive or incidental wildlife that may occur within the impact area.
- \*15. To mitigate potential impacts to any bird-nesting habitat, any grading should be done outside the avian breeding season (February 15 - July 31.) If grading will be conducted during the breeding season, a qualified biologist will conduct a survey for active nests. If active nests are located within the project site or within 500 feet of the project footprint, a consultation with DCFG and/or USFWS will be required.”
- \*16. The applicant shall obtain necessary permits from the United States Army Corps of Engineers and the California Department of Fish and Game and the Regional Water Quality Control Board.
- \*17. 40-scale grading plan shall be submitted to the Planning Department and include the following:
  - 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. All rock outcrops outside graded pads shall clearly be indicated and, where feasible, noted for retention.
  - d. Compliance with City adopted interim erosion control measures.
  - e. Compliance with any applicable recommendations of qualified soils engineer to minimize potential soil stability problems.
  - f. Incorporate contour grading in accordance with City policy.
  - g. Include a note requiring the developer to contact Underground Service Alert at least 48 hours prior to any type of work within pipeline easement.
  - h. Note all drainage features will be color treated to match surrounding terrain.
- \*18. Slope landscape/irrigation plans for all slopes that are over 5 feet in vertical height or higher shall be submitted to and approved by the Planning Department.
- \*19. The applicant shall be responsible for erosion and dust control during both the grading and construction phases of the project.

20. Grading activity shall be in substantial compliance with the grading plan on file with this application.
21. Storm drain construction will be contingent on engineer's drainage study as approved by the Public Works Department.
22. The applicant shall obtain written approval by the Metropolitan Water District of project design prior to construction activity.
23. **Advisory:** State and Federal regulations require preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP). Compliance with this requirement is enforced by the Water Quality Control Board.

#### *On-Going Conditions*

24. An archeological or paleontological monitor should be on-site during initial grading.

#### **Standard Conditions**

- **Planning**

25. In approving this case, it has been determined that the proposed project could have the potential for adverse effects on wildlife resources and the applicant is responsible for payment of Fish and Game fees at the time the Notice of Determination is filed with the County.
26. There is a thirty month time limit in which to satisfy the conditions and record this map. Five 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

- **Public Works**

27. 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.

28. Recordation of TM 29515 prior to or concurrently with recordation of this map.
29. Full improvement of interior streets based on 66' foot residential street standards and as shown on approved tentative map.
30. Termination of the interior streets to Public Works and Fire Department specifications. Interim turnaround capability shall be required.
31. Storm Drain construction will be contingent on engineer's drainage study as accepted by Public Works.
32. Installation of septic tanks to serve this project to Public Works specifications.
33. Off-site improvement plans to be approved by Public Works prior to recordation of the map.
34. A surety prepared by Public Works to be posted to guarantee the required off-site improvements prior to recordation of the map.
35. This project is within the Overlook Parkway Development Fee Area. Prior to issuance of a building permit, the applicant shall pay the appropriate fee in accordance with the current fee schedule.
36. 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.

● **Park and Recreation**

37. Prior to Recordation: Wherever public street rights-of-way dedications are insufficient to provide a minimum 5-1/2 foot wide planting area, street tree easements shall be dedicated to accommodate required street tree plantings along all public streets per City standards. For questions or concerns regarding this condition contact Senior Park Planner Bob Johnson at 951/826-2018.
38. Prior to Recordation: Dedicate Multi-purpose Recreational Trail Easements/rights-of-way, designated for non-motorized use, along alignments as acceptable to the Park and Recreation Department and as necessary for implementation of the City's Multi-purpose Recreational Trails System. For questions or concerns regarding this condition contact Principal Park Planner Bob Johnson at 951/826-2018.
39. Prior to Recordation: Per the City General Plan, a multi-purpose recreational trail segment is designated within this project. Therefore, installation (or posting of

appropriate sureties with the Park and Recreation Department to guarantee the installation) of full multi-purpose recreational trail improvements for the trail segment within the project is required. Trail installation work shall be subject to the Park and Recreation Department's public landscape permit and inspection process. For questions or concerns regarding this condition contact Principal Park Planner Bob Johnson at 951/826-2018.

40. Prior to Recordation: Design and install (or post appropriate sureties with the Park and Recreation Department to guarantee the design and installation of) full public landscape improvements (including walls, fences, trails, hardscape, imitation and planting) as required along the street right of way where adjacent to and parallel with the MWD rights-of-way. Public landscape design and installation work shall conform to City standards and to the specifications of the Park and Recreation Department. Public Landscape work shall be subject to the public landscape permit and inspection process. For questions or concerns regarding this condition contact Principal Planner Bob Johnson at 951/826-2018.
41. Prior to issuance of a Grading Permit: Grading for all public landscape areas (parkways and trails) shall be designed to City standards, and all grading plans for such areas shall be subject to the review and approval of the Park and Recreation Department. No areas designated for turf shall be graded at less than 2% sheet flow to a minimum 1% flowline, nor shall exceed a gradient of 5:1; no slopes shall exceed a gradient of 2:1; not trail gradients shall exceed 10% nor shall trail cross slopes exceed 2%. Grading work shall be subject to the Park and Recreation Department's public landscape permit and inspection process. For questions or concerns regarding this condition contact Principal Park Planner bob Johnson at 951/826-2018.
42. 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 spaces needs of the City. For questions or concerns regarding this condition contact Senior Administrative Analyst Patty Tambe at 951/826-2073.
43. 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.
44. 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.



45. Prior to Occupancy: All City street trees shall be automatically irrigated.
46. 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.

- **Fire**

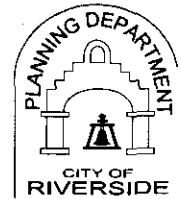
47. No comments on subdivision.

- **Public Utilities**

48. Advisory: All utilities shall be satisfactorily relocated, protected and/or replaced to the specifications of the affected departments and agencies.
49. Advisory: Utility easements shall be provided and/or retained to the specifications of the affected departments and agencies.
50. Advisory: The provision of water facilities in accordance with the City of Riverside Water Rules.
51. Advisory: The provision of utility fees and charges in accordance with the City of Riverside Water Rules.
52. Advisory: The provision of faithful performance bonds in accordance with the City of Riverside Water Rules.
53. Advisory: Off-site public water facilities are required to serve the proposed project. Tract 31799 must record and water facilities must be operational prior to or concurrent with required water facilities for this Tract.

# NOTICE OF DETERMINATION

## CITY OF RIVERSIDE PLANNING & BUILDING DEPARTMENT



To:  County of Riverside  
County Clerk & Recorder  
P.O. Box 751  
2720 Gateway Drive  
Riverside, CA 92501-0751  
(951) 486-7405

From: City of Riverside  
Planning & Building Department  
3900 Main Street  
Riverside, CA 92522  
(951) 826-5371

Office of Planning and Research  
PO Box 3044, 1400  
Tenth Street, Room 222  
Sacramento, CA 95812-3044

SUBJECT: Filing of Notice of Determination in Compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number: n/a

Project Title: P04-1011

Contact Person: Craig Aaron

Project Location: easterly of Bradley St., south of Overlook Parkway

Project Description: **PLANNING CASE P04-1011:** Proposed Tract Map 31799 by SDH & Associates, on behalf of Grove Community Church, to subdivide approximately 20 acres into 7 single family residential lots, situated generally easterly of Bradley Street and south of Overlook Parkway adjacent to the southerly boundary of tentative Tract Map TM-29515 and traversed by the Metropolitan Water District right-of-way in the RC - Residential Conservation Zone.

Date of Action: March 1, 2005

This is to advise that the Riverside City Council has approved the above-described project and has made the following determinations which reflect the independent judgement of the City of Riverside regarding the above described project.

1. The project will not have a significant effect on the environment.
2. A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA
3. Mitigation Measures were made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan was adopted for this project. Mitigation measures have been incorporated into the project as conditions of approval.
5. A Statement of Overriding Considerations was not adopted for this project.
6. Findings were made pursuant to the provisions of CEQA.

This is to certify that the Negative Declaration, is available to the General Public at the City of Riverside Planning Department, 3900 Main Street, Riverside.

Date Received for Filing:

A handwritten signature in black ink, appearing to read "Craig Aaron".

Craig Aaron  
Principal Planner

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. P04-1011, a proposal to \_\_\_\_\_, on the Property located at \_\_\_\_\_ (the "Project").

C. As a condition of approval to Planning Case No. P04-1011, 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. P04-1011 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

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