

SUBDIVISION IMPROVEMENT AGREEMENT

(TRACT NO. 31799)

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made this _____ day of _____, 2022, by and between PRENDA ESTATES, LLC, a California Limited Liability Company ("**Subdivider**"), and the CITY OF RIVERSIDE, a California charter city and municipal corporation ("**City**").

RECITALS

- A. Subdivider is the owner of that certain real property located in the City of Riverside, County of Riverside, State of California, more specifically described in Exhibit "A", attached hereto (the "**Property**").
- B. The Property is final mapped as Tract No. 31799 (the "**Project**").
- C. The City has approved the Project with map conditions referred to as the "**Project Conditions**." A copy of the Project Conditions is attached hereto as Exhibit "B".
- D. California Government Code section 66462 requires an agreement between a Subdivider and a local jurisdiction agency over a final map to enter into an agreement concerning any public improvements that are not completed and accepted by the local agency before the final map is approved. Subdivider and City intend that this Agreement will be that agreement required under section 66462 of the California Government Code.
- E. The Municipal Code of the City of Riverside provides in Section 18.220.020 that in the event a contract is entered into for improvements, the contract shall be secured by a good and sufficient improvement security in a form satisfactory to the City Attorney. Section 66499 of the California Government Code provides that when security that is required in connection with the performance of an act, it can be any form of security, including a lien upon the property to be divided.
- F. The Project Conditions require a number of improvements (hereinafter, "**Improvements**") to be constructed as well as other obligations. The improvements and other obligations are the improvement plans (the "**Plans**") as approved by the City Engineer. They include grading, erosion control, streets, street trees and landscaping, street signs, curbs, gutters, sidewalks, lighting, utilities, traffic safety devices, trails and infrastructure. Public Improvements are those improvements marked "Public" on the Plans as approved by the City Engineer, and are part of the Improvements defined above.
- G. The Plans have been approved by the City Engineer, and shall be retained at the Riverside City Hall ("**City Offices**") under the collective title "Tract 31799 Grading, Improvement, and Landscape Plans."

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

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

1. **Purpose.** The purpose of this Agreement is to: (a) guarantee installation of the Improvements in accordance with the Plans; and (b) ensure satisfactory performance by the Subdivider of Subdivider's obligations. The recitals set forth above are hereby made a part of this Subdivision Improvement Agreement (this "**Agreement**").
2. **Improvements as a Benefit.** Subdivider agrees that the Improvements, which Subdivider is obligated to provide, will materially benefit the Property and are necessary to comply with the Project Conditions.
3. **Duty to Install Improvements.** Subdivider agrees to construct, install and complete, or cause to be constructed, installed and completed, at the Subdivider's own expense, all of the Improvements.
4. **Performance Work.** Subdivider agrees that the work necessary to construct and install the Improvements will be done in a good and workmanlike manner, in accordance with accepted construction practices, and in a manner equal or superior to the requirements of the City's Municipal Code ("Code") and rulings made under it. In the event that any conflict between the Plans and the Code should arise after the date of this Agreement, the provisions of the Code shall control. Further, the work will be conducted in accordance with the requirements and procedures listed in the Project Conditions, in accordance with all City standards, specifications and applicable laws, rules and regulations, and to the satisfaction of the City Engineer or his/her designee. It is agreed that the City Engineer or his/her designee shall have the right to reject any or all of the work performed under this Agreement if such work does not conform to the Conditions, Plans, City standards and specifications, or any applicable law, rule, or regulation.
5. **Commencement of Construction - Notice.** Before the commencement of construction of any Improvement, Subdivider shall timely notify the City Engineer in writing of the date fixed by Subdivider for commencement so that the City Engineer is able to provide the service of inspection as well as execute the necessary Improvement Agreements and post the requisite bonds as set forth more fully below.
6. **Completion.** Subdivider agrees to complete the Improvements consistent with the Project Conditions. Subdivider shall complete the Improvements before applying for any permit or grant of approval for the development of any residential lot within the Project.
7. **Supplying "Record Drawing" Plans.** Upon completion of the Improvements, Subdivider shall supply the City, at no cost to the City, one mylar (4 mils) full set of "as built"

plans. These drawings shall be certified as being "record drawings" and shall reflect the Improvements as actually constructed, with all changes to the Plans incorporated therein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Concurrently with the execution of this Agreement, Subdivider shall furnish to the City a deed of trust (the "**Security**") as good and sufficient security for:

- (i) faithful performance and guarantee of the work of the Improvements; and
- (ii) payment of contractors, subcontractors and persons furnishing labor, materials or equipment for the Improvements.

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

- (i) A bond (or bonds) by one or more duly authorized corporate sureties; or
- (ii) A cash deposit with the City; or
- (iii) An instrument of credit from one or more financial institutions subject to regulation by the State or Federal government and pledging that the funds necessary to carry out the act or agreement are on deposit and guaranteed for payment, acceptable to the City Attorney's Office.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. Breach of Agreement - Performance by City. If the City gives notice of breach of this Agreement, the Subdivider shall provide written confirmation to the City of its intention to correct the deficiencies or complete the work under this contract within thirty (30) days after the date of such notice of breach. If the Subdivider does not correct the deficiencies or complete the work within sixty (60) days after the date of the notice of breach, or such additional time as necessary and as the City reasonably deems acceptable, the Subdivider shall be deemed in default, and the City may, but is not required to, take over the work and prosecute the same to completion by contract or other method which the City considers advisable, for the account, and at the expense, of Subdivider. In this event, the City, without liability for doing so, may take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to Subdivider as may be on the work site and necessary for completion of the work. The City may enforce the Security specified in this Agreement to pay the face amount of the obligations for completion of the work, as well as any additional costs and reasonable expenses and fees, including reasonable attorney's fees and interest from the date of notice of such costs until the costs have been satisfied, incurred by the City in successfully enforcing the obligations under this Agreement. In the event the cost of completing the work under this Agreement exceeds the amount contained in the Security, Subdivider shall be responsible for any additional costs incurred by the City.

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

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

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

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

Prenda Estates LLC
P.O. Box 21145
Riverside, CA. 92516

3. With a copy to:

Vit Liskutin
7095 Indiana Ave., Ste. 110
Riverside, CA. 92506

30. Change of Subdivider. If the Subdivider ceases to have legal interest in the Project, then a notice to that effect shall be filed with the City. The notice shall include the name and address of the new Subdivider, submittal of security, including a new deed of trust, new bonds or letters of credit in accordance with the Agreement (at which time the security, original bonds or letters of credit should be released), and a certified copy of the recorded deed. Unless a new Agreement between the City and any successor Subdivider is entered into, upon the filing of the notice with the City, the successor Subdivider is charged with the obligations under this

Agreement in lieu and in place of Subdivider, and Subdivider shall thereafter have no further obligations to the City under this Agreement except for any liability, obligations, acts or omissions incurred prior to such transfer.

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

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

33. **Miscellaneous Terms and Provisions.**

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

Signatures on following page

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

“CITY”

“SUBDIVIDER”

CITY OF RIVERSIDE,
a California municipal corporation
and charter city

PRENDA ESTATES, LLC,
a California Limited Liability Company

By: _____

 8/2/2022


Printed Name: Vit Liskutin
Title: Manager

City Manager

ATTESTED TO:

City Clerk

APPROVED AS TO FORM:



City Attorney
Sr. Dep. City atty

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ACKNOWLEDGMENT

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

State of California

County of Riverside

On August 2, 2022, before me, Dorothy Perez, Notary Public
(here insert name and title of the officer),

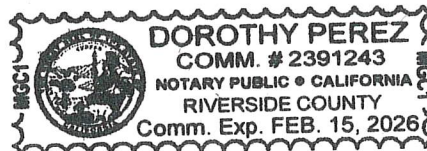
personally appeared Vit Liskutin,

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

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

WITNESS my hand and official seal.

Signature _____



(Seal)

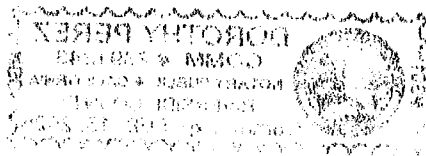


EXHIBIT "A"

Legal Description of the Property

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

Tract No. 31799 as shown by map on file in Book _____, Pages _____, through _____ of Maps, Records of Riverside County, California.

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



Vit Liskutin, L.S. 5936

7/29/2022

Date



DESCRIPTION APPROVAL:

BY:  8/15/22
DATE

FOR: CURTIS C. STEPHENS, L.S. 7519
CITY SURVEYOR

EXHIBIT "B"

Conditions of Approval for Tentative Tract Map No. 31799

(see attached)

**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.

EXHIBIT "C"

Estimated Costs for Tract 31799 Improvements

<input checked="" type="checkbox"/>	\$1,241,800	Performance Surety.
<input checked="" type="checkbox"/>	\$620,900	Labor & Materialmen Surety.