



Community & Economic Development
Department

City of Arts & Innovation

November 19, 2019

Passco Pacifica LLC
Oscar Graham
333 City Boulevard, West Ste. 1700
Orange, CA 92868

Subject: PLANNING CASES P18-0970, P18-0971, P18-80972, P18-0973, P18-0974 and P18-0975 – General Plan Amendment, Rezoning, Tentative Tract Map 37626, Planned Residential Development, Design Review and Variance – Southeast Corner of Tyler Street and Jurupa Avenue, Ward 7

Dear Mr. Graham:

The Riverside City Council, at its meeting of November 19, 2019, 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 Mitigated Negative Declaration.

A Notice of Determination will be filed with the County of Riverside Clerk's Office. The filing of the Notice of Determination formally deems the project approved and commences a 30-day period in which legal challenges to the environmental determination can be made.

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

Please call Candice Assadzadeh, Senior Planner, at (951) 826-5667 if you have any questions.

Sincerely,

Mary Kopaskie-Brown, AICP, MCIP, OPPI
City Planner

**CITY COUNCIL
FINAL APPROVED CONDITIONS**

City Council Meeting Date: November 19, 2019

Case Numbers: **P18-0970** (General Plan Amendment)
P18-0971 (Zoning Code Amendment)
P18-0972 (Tentative Tract Map)
P18-0973 (Planned Residential Development)
P18-0974 (Design Review)
P18-0975 (Variance)

Planning Division

1. The subject property shall be developed substantially as described in the text of this report and as shown on the plans on file with this case, except for any specific modifications that may be required by these conditions of approval.
2. Any future modifications to the approved design shall be submitted to the Planning Division for consideration. A separate application and fee may be required.
3. *Advisory:* Signs shall be permitted in accordance with Chapter 19.620 of the Zoning Code. Any new signs shall be subject to separate review and assessment. A separate sign application, including fees and additional sets of plans, will be necessary prior to sign permit issuance.

Prior to Map Recordation:

4. General Plan Amendment (P18-0970) shall be finalized and/or adopted.
5. Zoning Code Amendment (P18-0971) shall be finalized and/or adopted.
6. The applicant shall prepare and record Covenants, Conditions, and Restrictions (CC&Rs) and documents creating a Homeowners Association (HOA), subject to approval of the Planning Division and City Attorney's Office. The CC&Rs/HOA shall contain the following:
 - a. Each buyer shall sign an acknowledgement that he/she has read the Constitution and By-Laws of the HOA and the CC&Rs applying to the development, including any clause pertaining to private streets and private drives.
 - b. The CC&Rs shall be irrevocably written and recorded so that the maintenance and enforcement of the on-street parking prohibition is the responsibility of the HOA for the life of the project. The CC&Rs shall clearly state that the HOA officers are responsible for the enforcement of the on-street parking regulations and are personally liable for any penalties, including citations, for the failure to follow through with their responsibilities.
 - c. Mechanical maintenance and "knock-down" repair of fire hydrants and street lights which meet the specifications of the Public Utilities Department along private streets shall be accomplished by either the City Public Utilities Department or applicable serving utility company, at the expense of the HOA.
 - d. The By-Laws or other appropriate document of the Homeowners' Association shall include the obligations of the Association with respect to maintenance of the private streets.
 - e. The CC&R's shall provide the City with authority to repair and/or maintain the

private streets and/or appurtenances in the event the HOA fails to maintain said streets and/or appurtenances in a manner that provides adequate access at all times so that emergency and utility vehicles can service the properties contiguous or adjacent thereto. Provision shall be made in the CC&R's to enable the City to recover costs of work performed by the City in these streets. The CC&R's shall provide that the HOA grants the City the authority to enter and repair and maintain the private street in the event the HOA defaults in its maintenance responsibilities and the preservation of the public health, safety, and welfare necessitates City maintenance of the private street. Repair costs incurred by the City shall be shared, pro rata, by all parcels and collected as assessments along with County property taxes.

- f. Vehicles parked on a residential driveway shall not encroach onto the sidewalk or private street.
- g. Graffiti shall be removed within 24 hours of complaint.
- h. The HOA shall maintain the stormwater basins, parkway and landscape along the project's frontage, common open space, private street, curbs, gutters, and sidewalk.
- i. Should the City of Riverside enact an ordinance to regulate vehicle traffic on privately owned and maintained roads within the City boundaries, the homeowners association shall grant the City access to install signage to regulate vehicle traffic.

7. **MM HAZ-1:** Riverside County Airport Land Use Commission Conditions: Revise the final map to include the following:

a. The following uses shall be prohibited:

- i. Any use which would direct a steady light or flashing light of red, white, green, or amber color associated with airport operations toward an airport engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.
- ii. Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.
- iii. Any use which would generate smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (Such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflower, and row crops, composting operations, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction and demolition debris facilities, fly ash disposal, and incinerators.)
- iv. Any use which would generate electrical interference that may be detrimental to the operation of airport and/or aircraft instrumentation.
- v. Children's schools, hospitals, and nursing homes.

- b. A Notice of Airport in the Vicinity shall be given to all prospective purchasers of the property and tenants of the dwelling units and shall be recorded as a deed notice. The following statement is required for distribution:

- vi. This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you. Business & Professions Code Section 11010 (b)(13)(A)
- c. An informational brochure shall be provided to prospective purchasers showing the locations of aircraft flight patterns. The frequency of overflights, the typical altitudes of the aircraft, and the range of noise levels that can be expected from individual aircraft overflights shall be described. A copy of the Compatibility Factors exhibit from the Airport Land Use Compatibility Plan shall be included in the brochure.

Prior to Grading Permit Issuance:

- 8. Tract Map No. 37626 shall be recorded.
- 9. **MM BIO-1:** A preconstruction burrowing owl survey shall be completed a maximum of 30 days prior to the start of construction. All areas of the project site shall be included, as well as a visual survey of the undeveloped property around the project site. The results shall be provided as a letter report. If burrowing owls are observed within the project site, additional coordination with the MSHCP and/or CDFW may be required. No burrowing owls may be harmed, and no burrowing owl occupied burrows may be collapsed between February 1 and August 31 to avoid the nesting season.
- 10. **MM BIO-2:** To avoid take of nesting birds, vegetation removal and initial ground disturbance should occur outside the nesting bird breeding season (February 15 through August 1). If project activities occur during the nesting season, a nesting bird survey shall be conducted by a qualified biologist within one (1) week prior to initiating vegetation removal and/or ground disturbing activities. If active nests of protected native species are located, construction work shall be delayed until after the nesting season or until the young are no longer dependent upon the nest site. Construction near an active nest shall be conducted at the discretion of a biological monitor utilizing appropriate buffers and other methods to minimize potential impacts.
- 11. **MM CUL-1:** Prior to grading permit issuance, if there are any changes to project site design and/or proposed grades, the Applicant and the City shall contact interested tribes to provide an electronic copy of the revised plans for review. Additional consultation shall occur between the City, developer/applicant, and consulting tribes to discuss any proposed changes and review any new impacts and/or potential avoidance/preservation of the cultural resources on the project site. The City and the developer/applicant shall make all attempts to avoid and/or preserve in place as many cultural and paleontological resources as possible that are located on the project site if the site design and/or proposed grades should be revised.
- 12. **MM CUL-2: Archaeological and Paleontological Monitoring:** At least 30 days prior to application for a grading permit and before any grading, excavation and/or ground disturbing activities take place, the developer/applicant shall retain a Secretary of Interior Standards qualified archaeological monitor to monitor all ground-disturbing activities in an effort to identify any unknown archaeological resources.

- a. The project archaeologist, in consultation with consulting tribes, the Developer, and the City, shall develop a Cultural Resources Monitoring Plan (CRMP) to address the details, timing, and responsibility of all archaeological and cultural activities that will occur on the project site. Details in the plan shall include:
 - i. Project grading and development scheduling;
 - ii. The retention of Native American Tribal Monitors from the consulting tribes during grading, excavation, and ground-disturbing activities on the site, including the scheduling, safety requirements, duties, scope of work, and Native American Tribal Monitors' authority to stop and redirect grading activities in coordination with all project archaeologists;
 - iii. The protocols and stipulations that the Applicant, tribes, and project archaeologist/paleontologist will follow in the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits, or nonrenewable paleontological resources that shall be subject to a cultural resources evaluation;
 - iv. Treatment and final disposition of any cultural and paleontological resources, sacred sites, and human remains if discovered on the project site; and
 - v. The scheduling and timing of the Cultural Sensitivity Training noted in condition CUL-5.
13. **MM HAZ-2:** Riverside County Airport Land Use Commission Conditions: Revise the Final Water Quality Management Plan (WQMP) to include the following:
 - a. Any new detention basins on the site shall be designed so as to provide for a maximum 48-hour detention period following the conclusion of the storm event for the design storm (may be less, but not more), and to remain totally dry between rainfalls. Vegetation in and around the detentions basin(s) that would provide food or cover for bird species that would be incompatible with airport operations shall not be utilized in project landscaping.
14. **MM NOI-1:** Project construction plans shall specify that no large loaded trucks or dozers (greater than 80,000 pounds) shall operate within 50 feet of occupied off-site sensitive receptors.
15. A 40-scale precise grading plan shall be submitted to the Planning Division 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. Compliance with City adopted interim erosion control measures;
 - c. Compliance with any applicable recommendations of qualified soils engineer to minimize potential soil stability problems;
 - d. Include a note requiring the developer to contact Underground Service Alert at least 48 hours prior to any type of work within pipeline easement; and
 - e. Identification of location, exposed height, material and finish of any proposed retaining walls.

During the Pre-Grading Meeting:

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

During Grading and Construction Activities:

17. **MM CUL-3: Inadvertent Archeological/Cultural Resources Find:** If during ground disturbance activities, cultural resources are discovered that were not assessed by the archaeological report(s), environmental assessment conducted prior to project approval, and/or other specific agreements between the City, the Project Applicant and the consulting tribes concerning the discovery, the following procedures shall be followed. Unique cultural resources are defined, for this condition only, as being multiple artifacts in close association with each other, but may include fewer artifacts if the area of the find is determined to be of significance due to its sacred or cultural importance as determined in consultation with the consulting tribes.
- a. All ground disturbance activities within a buffer specified by the Project archaeologist, in consultation with the Native American Tribal Monitors, of the discovered cultural resources shall be halted until a meeting is convened between the developer, the Project archaeologist, and the consulting tribes to discuss the significance of the find.
 - b. At the meeting, the significance of the discoveries shall be discussed. After consultation with the consulting tribes and the Project archaeologist, a decision shall be made, as to the appropriate treatment (documentation, recovery, avoidance, etc.) for the cultural resources.
 - c. Grading or further ground disturbance shall not resume within the area of the discovery until an agreement has been reached by all parties as to the appropriate treatment. Work shall be allowed to continue outside of the buffer area and will be monitored by additional Native American Tribal Monitors, if needed.
 - d. Treatment and disposition of the inadvertently discovered cultural resources shall be consistent with CUL-4 or the Cultural Resources Treatment and Monitoring Agreement entered into with the consulting tribes.
 - e. Pursuant to Public Resources Code Section 21083.2(b) avoidance is the preferred method of preservation for archaeological resources and cultural resources. If the landowner and the consulting tribes cannot come to a consensus on the significance or the mitigation for the archaeological or cultural resources, these issues will be presented to the City Community & Economic Development Director or designee for decision. The City Community & Economic Development Director or designee shall make the determination based on the provisions of the California Environmental Quality Act with respect to archaeological resources, recommendations of the project archeologist and shall consider the cultural and religious principles and practices of the consulting tribes.
18. **MM CUL-4:** In the event that Native American cultural resources are inadvertently discovered during the course of grading for this project, the following procedures will be

carried out for treatment and disposition of the discoveries:

- a. **Temporary Curation and Storage:** During the course of construction, all discovered resources shall be temporarily curated in a secure location on site. If a secure location cannot be identified onsite, the discovered resources may be stored at the offices of the project Archeologist with concurrence with the consulting tribe(s). The removal of any artifacts from the project site will need to be thoroughly inventoried with tribal monitor oversight of the process; and
- b. **Treatment and Final Disposition:** The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and non-human remains as part of the required mitigation for impacts to cultural resources. The Applicant shall relinquish the artifacts through one or more of the following methods and provide the City of Riverside Community and Economic Development Department with evidence of same:
 - i. Preservation-In-Place of the cultural resources, if feasible as determined through coordination between the project archeologist, developer/applicant, and consulting tribal monitor(s). Preservation in place means avoiding the resources, leaving them in the place where they were found with no development affecting the integrity of the resources in perpetuity;
 - ii. Accommodate the process for on-site reburial of the discovered items with the consulting Native American tribes or bands. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloguing and basic recordation have been completed;
 - iii. If preservation in place or reburial is not feasible, a curation agreement with an appropriate qualified repository within Riverside County that meets federal standards per 36 CFR Part 79 and therefore will be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation;
 - iv. If more than one Native American tribe or band is involved with the project and cannot come to a consensus as to the disposition of cultural materials, the developer/applicant shall select a curation facility within Riverside County per 36 CFR Part 79; and
 - v. At the completion of grading, excavation, and ground-disturbing activities on the site, a Phase IV Monitoring Report shall be submitted to the City documenting monitoring activities conducted by the project archaeologist and Native Tribal Monitors within 60 days of completion of grading. This report shall document the impacts to the known resources on the property; describe how each mitigation measure was fulfilled; document the type of cultural resources recovered and the disposition of such resources; provide evidence of the required cultural sensitivity training for the construction staff held during the required pre-grade meeting; and, in a confidential appendix, include the daily/weekly monitoring notes from the archaeologist. All reports produced will be submitted to the City of Riverside, Eastern Information Center, and consulting tribes.

19. Construction and operation activities on the property shall be subject to the City's Noise Code (Title 7), which limits construction noise to 7:00 a.m. to 7:00 p.m. weekdays, and 8:00 a.m. to 5:00 p.m. Saturdays. No construction noise is permitted on Sundays or federal holidays.
20. The project shall comply with all existing State Water Quality Control Board and City storm water regulations, including compliance with NPDES requirements related to construction and operation measures to prevent erosion, siltation, transport of urban pollutants, and flooding.
21. The Construction Contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site.
22. The Construction Contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receptors nearest the project site during all project construction.
23. To reduce construction related particulate matter air quality impacts of projects the following measures shall be required:
 - a. The generation of dust shall be controlled as required by SCAQMD Rule 403;
 - b. Trucks hauling soil, dirt or other emissive materials shall have their loads covered with a tarp or other protective cover as determined by the City Engineer;
 - c. The project contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards;
 - d. Sweep streets at the end of the day if visible soil material is carried onto adjacent paved public roads;
 - e. Wash off trucks and other equipment leaving the site;
 - f. Keep disturbed/loose soil moist at all times;
 - g. Suspend all grading activities when wind speeds exceed 25 miles per hour; and
 - h. Enforce a 15 mile per hour speed limit on unpaved portions of the construction site.
24. The applicant shall be responsible for erosion and dust control during construction phases of the project.
25. To reduce diesel emissions associated with construction, construction contractors shall provide temporary electricity to the site to eliminate the need for diesel-powered electric generators, or provide evidence that electrical hook ups at construction sites are not cost effective or feasible.
26. Discovery of Human Remains: In the event that human remains (or any bone that may be human) are discovered at the Project site during grading or earthmoving, the construction contractors, Project Archaeologist, and/or designated Native American Monitor shall immediately stop all activities within 100 feet of the find. The Project proponent shall inform the Riverside County Coroner and the City of Riverside Community & Economic Development Department immediately, and the coroner shall be permitted to examine the remains, as required by California Health and Safety Code Section 7050.5(b) unless more current State law requirements are in effect at the time of the discovery. Section 7050.5 requires that excavation be stopped in the vicinity of discovered human remains until the coroner can determine whether the remains are those of a Native American. If human remains are determined as those of Native

American origin, the Applicant shall comply with the state relating to the disposition of Native American burials that fall within the jurisdiction of the NAHC (PRC Section 5097). The coroner shall contact the NAHC to determine the most likely descendant(s). The MLD shall complete his or her inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the site. The Disposition of the remains shall be overseen by the most likely descendant(s) to determine the most appropriate means of treating the human remains and any associated grave artifacts.

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

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

Prior to Building Permit Issuance:

27. **MM HAZ-3:** Riverside County Airport Land Use Commission Conditions: Revise the plans submitted to Building & Safety to include the following:
 - a. Any outdoor lighting installed shall be hooded or shielded to prevent either the spillage of lumens or reflection into the sky.
 - b. Noise attenuation measures shall be incorporated into the design of the single-family residences, to the extent such measures are necessary to ensure that interior noise levels from aircraft operations are at or below 45 CNEL.
28. Construction plans submitted for Plan Check review shall include a copy of these Conditions of Approval.
29. Construction plans submitted for Plan Check review should specify the location, design and color of all domestic water meters, backflow preventers, and all on- and off-site utility cabinets subject to Planning Division and Public Utilities' review and approval. The visibility of such facilities shall be minimized and include use of the smallest equipment possible, be painted green, and include of some form of screening including but not limited to berming, landscaping, and/or installation of a screen wall.
30. Landscape and Irrigation Plans shall be submitted for Planning staff approval. Design modifications may be required as deemed necessary. Separate applications and filing fees are required. Revise the submitted Landscape Plan and irrigation plans to incorporate the following changes:
 - a. Provide decorative paving at the project entry;
 - b. Provide enhanced landscape treatment at the corners of Street F and Jurupa Avenue, to the satisfaction of staff;
 - c. Provide landscaping with a tiered effect consisting of a mix of plant materials along the east property line in order to soften the proposed retaining wall from the street;
 - d. Landscaping throughout the bioretention basin shall provide a tiered effect and consist of a mix of plant materials for full coverage, to the satisfaction of staff;

- e. All plant materials within the bioretention basin shall be selected from the approved Bioretention Plant List. Lomandra 'Platinum Beauty' shall be replaced with an acceptable species, to the satisfaction of staff;
 - f. Landscaping along Tyler Street and Jurupa Avenue shall provide a tiered effect and consist of a mix of plant materials to soften the view of the buildings and picket fence from the street; and
 - g. For every 500 feet of disturbed lot area (including the area under the roof), one tree, four 5-gallon shrubs, or 50 square feet of native groundcover shall be planted.
31. **Fence and Wall Plan:** Revise the submitted fence and wall plan such that the plan provided incorporates the following changes:
- a. All solid walls shall be constructed of decorative masonry with a decorative cap, to the satisfaction of staff; and
 - b. The tubular steel fence surrounding the detention basin shall incorporate decorative pilasters with a decorative cap, to the satisfaction of staff.
32. **Photometric/Lighting Plan:** An exterior lighting plan shall be submitted with building permit plans review and approval. Photometric plans shall include the following:
- a. A photometric study and manufacturer's cut sheets of all exterior lighting on the new buildings and within the common open space areas shall be submitted with the exterior lighting plan.
 - b. The light sources shall be shielded to minimize offsite glare, shall not direct light skyward and shall be directed away from adjacent properties and public right-of-ways. If lights are proposed to be mounted on buildings, down-lights shall be utilized. Light poles shall not exceed 14 feet in height, including the height of any concrete or other base material.
33. Roof and building mounted equipment shall be fully screened from the public right-of-way. Screening material shall be at least as high as the proposed roof mounted equipment and shall be architecturally integrated with the proposed structure.
34. Ground mounted equipment shall be fully screened from the public right-of-way.
35. Plans submitted for Staff review shall specify the location, design and color of all domestic water meters, backflow preventers, detector check assemblies, utility cabinets and other ground-mounted equipment subject to Planning Division and Public Utilities review and approval. The visibility of such facilities shall be minimized through means including but not limited to relocation, berming, landscaping, and/or installation of a screen wall.

Prior to Release of Utilities and/or Occupancy:

- 36. Install the landscape and irrigation per the approved plans and submit the completed "Certificate of Substantial Completion" (Appendix C of the Water Efficient Landscaping and Irrigation Ordinance Summary and Design Manual) signed by the Designer/auditory responsible for the project. Call the Case Planner at (951) 826-5371 to schedule the final inspection at least one week prior to needing the release of utilities. Additional plant material may be required upon final inspection if better coverage is needed.

Standard Conditions:

- 37. There is a 36-month time limit in which to satisfy the conditions and record this map. Six subsequent one-year time extensions may be granted by the Community & Economic Development Director upon request by the applicant. Application for a one-year time extension must be made prior to the expiration date of the map. No time extension may

be granted for applications received after the expiration date of the map.

38. Planned Residential Development permits and Design Review, related to an implementing subdivision, may be granted time extensions by the Community & Economic Development Director or their designee up to a total of six years beyond the original approval expiration date prior to issuance of any building permits. Once a building permit has been issued the planned residential development will be considered vested and time extensions are no longer needed. At the exhaustion of Community & Economic Development Director approved extensions, the original Approving or Appeal Authority following a public hearing noticed pursuant to Section 19.670.030 (Notice of Hearing for Discretionary Actions Requiring a Public Hearing), may grant one final permit extension of up to two years. A public hearing notification fee is required of the applicant in such case in addition to a time extension fee.
39. Within 30 days of approval of this case by the City, the developer shall execute an agreement approved by the City Attorney's Office to defend, indemnify, including reimbursement, and hold harmless the City of Riverside, its agents, officers and employees from any claim, action, or proceeding against the City of Riverside, its agents, officers, or employees to attack, set aside, void, or annul, an approval by the City's advisory agency, appeal board, or legislative body concerning this approval, which action is brought within the time period provided for in Section 66499.37 of the Government Code. The City will promptly notify the developer of any such claim; action or proceeding and the City will cooperate in the defense of the proceeding.
40. This project shall fully and continually comply with all applicable conditions of approval, State, Federal and local laws in effect at the time the permit is approved and exercised and which may become effective and applicable thereafter, and in accordance with the terms contained within the staff report and all testimony regarding this case. Failure to do so will be grounds for Code Enforcement action, revocation or further legal action.
41. Enumeration of the conditions herein shall not exclude or excuse compliance with all applicable rules and regulations in effect at the time this permit is exercised.

Fire Department

42. A residential fire sprinkler system meeting National Fire Protection Association 13D is required. Attached garages are required to be protected by an automatic fire sprinkler system. Plans shall be submitted to and approved by the Fire Department prior to installation. 2013 California Residential Code, Section R313, 2013 California Fire Code, Section 903.2.8 or Riverside Municipal Code, Section 16.32.080.

Minimum of a 1 inch water main is required for the fire sprinkler system.

43. All private fire hydrants shall be installed and in service prior to releases of building permits. Fire hydrants shall be spaced a maximum of 500 feet and provide a minimum fire flow of 500 gpm.
44. Provide for fire department access to the gate. "Knox" key devices are available for use in the city. Contact the Fire Department for applications and details.

An "Infrared Automatic Gate System" is required for all electric gates. Contact the Fire Prevention Division for information.

Parks, Recreation & Community Services – Park Planning

45. Developer shall make payment of all applicable Park Development Impact Fees (local, aquatic, regional/reserve and trail fees) for privately developed areas.

Public Utilities – Electric

46. 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.
47. 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 surveyor.
48. Provisions for electrical Utility equipment to provide power to the site is the responsibility of the developer. Please make sure that all clearances are maintained and location of the equipment is approved by the Utility.
49. Developer is responsible for all trenching, installation of conduit and sub-structures required to provide power to the site.
50. Plot existing electrical distribution facilities on the original site plan.
51. Plot location of proposed transformers, switch, PJC, and panel locations.
52. Advisory: Point of connection is from Idyllwild Lane.

Public Utilities – Water

53. Applicant shall record a covenant and agreement stating that they are responsible for restoration of any decorative pavement placed over waterline easement in the event it is disturbed for utility maintenance.

Public Works – Land Development

Prior to case finalization, unless otherwise noted:

54. 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.
55. Storm Drain construction will be contingent on engineer's drainage study.
56. Installation of sewers and sewer laterals to serve this project to Public Works specifications. Onsite sewer mains shall be public facilities. A minimum 20 foot wide sewer easement is required for the length of the onsite sewer mains.
57. Off-site improvement plans to be approved by Public Works prior to map recordation.
58. A surety prepared by Public Works to be posted to guarantee the required off-site improvements prior to map recordation.
59. Full improvement of interior streets based on private residential street standards.
60. All security gates or facilities proposed now or in the future will be located on-site and adequate stacking space and vehicle turn-around area will have to be provided to Public Works specifications.
61. Prior to final inspection for the development project, the applicant shall pay the Transportation Uniform Mitigation Fee (TUMF) in accordance with the fee schedule in effect at the time of payment. If the project improvements include qualifying right-of-way dedications and/or street improvements to a TUMF regional arterial roadway as identified on the Regional System of Highways and Arterials, the developer may have the option to enter into a Credit/ Reimbursement Agreement with the City and Western Riverside Council of Governments (WRCOG) to recover costs for such work based on unit costs as determined by WRCOG.

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

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

for lots fronting Jurupa Avenue (Including side and reverse frontage).

67. Planting of 24" Box Size Street Trees required along Tyler Street and Jurupa Avenue with root barrier along hardscapes. Typical spacing is approximately 30 feet, Street Tree Inspector will spot for planting when final grading and construction is completed.
68. Installation of automatic irrigation system to provide deep-root watering to trees is required.
69. Tyler Street at Jurupa Avenue: Project shall install an edge-lit, pedestrian actuated crossing/warning sign system, with advance signage (for a total of 4 edge-lit warning signs) and all necessary pavement marking and sidewalk/ramp improvements to Public Works' satisfaction.
70. The project driveway access at Jurupa Avenue will restrict left-turn-out movements. The project shall construct necessary median improvements to facilitate left-turn-in movements and restrict left-turn-out movements on Jurupa Avenue.
71. Advisory: The Homeowners Association (HOA) shall be responsible for landscape maintenance along Jurupa Avenue parkway frontage and entry.

**CITY OF RIVERSIDE DEVELOPMENT
INDEMNIFICATION AGREEMENT**

This INDEMNIFICATION AGREEMENT ("Agreement") is made this ____ day of _____, 2019, by a _____, a _____, ("Applicant"), in favor of the City of Riverside, a California charter city and municipal corporation ("City").

RECITALS

A. The Applicant is the owner or developer of that certain real property ("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 Nos. P18-0970, P18-0971, P18-0972, P18-0973, P18-0974 and P 18-0975, a proposal to _____, _____ on the Property located at _____ (the "Project").

C. As a condition of approval to Planning Case Nos. P18-0970, P18-0971, P18-0972, P18-0973, P18-0974 and P 18-0975, 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 Nos. P18-0970, P18-0971, P18-0972, P18-0973, P18-0974 and P 18-0975 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.

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

Rev: 08/19/11

