



Community Development
Department
Planning Division

City of Arts & Innovation

December 14, 2017

Coastal Commercial Properties
Brett Crowder
1020 Second St, Ste C
Encinitas, CA 92024

SUBJECT: PLANNING CASE: P16-0885, P16-0886, P16-0506 and P17-0874 – Tentative Tract Map (TM-37219), Planned Residential Development, Design Review and Variance for 63 single family detached residences – property located west of Myers Street, north of Primrose Drive and bisected by Muir Avenue

Dear Mr. Crowder:

The Riverside City Planning Commission, at its meeting of December 14, 2017, approved your development related application. Attached are the final conditions of approval. In conjunction with this approval, the City Planning Commission, in accordance with the California Environmental Quality Act (CEQA), determined that this project will not have a significant effect on the environment based on the findings set forth in the case record, and adopted a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (MMRP) pursuant to CEQA Section 21081.6.

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.

There is now a ten-day appeal period ending at 5:00 p.m. on December 26, 2017. If appealed, you will be notified that the case has been scheduled for review by the City Council. If not appealed, the decision of the Planning Commission is final. Should you have any questions regarding this matter, please contact Sean Kelleher, Associate Planner, at (951) 826-5712.

Sincerely,

Ted White
Deputy Director

cc: Public Works, Jeff Hart

**PLANNING COMMISSION
APPROVED CONDITIONS**

Planning Commission Meeting Date: December 14, 2017

PLANNING CASES: **P16-0885** (TM-37219)
 P16-0886 (Planned Residential Development)
 P16-0506 (Design Review)
 P17-0874 (Variance)

CONDITIONS

Planning

1. The property shall be developed substantially as depicted on the site plan except as modified by the approving authority and the following conditions.

Prior to Grading Permit Issuance:

2. **Mitigation Measure BIO-1:** A pre-construction survey for burrowing owls shall be conducted by a qualified biologist within 30 days prior to the start of construction/ground-breaking activities. If no active burrows are detected, then no further action will be required. If an occupied burrow is detected during the burrowing owl breeding season (March 1 to August 31), a protective buffer of 500 feet shall be designated around the active burrow by a qualified biologist to avoid impacting a breeding owl. No work shall occur within 500 feet of the burrow unless a reduced buffer area is determined to be acceptable by a qualified biologist's notification to the City of Riverside. If an occupied burrow is detected during the non-breeding season (September 1 to February 28), the burrowing owl may be passively excluded based on California Department of Fish and Wildlife-approved methods and the burrow can be excavated prior to construction.
3. **Mitigation Measure CUL-1:** Prior to the issuance of the first grading permit, evidence shall be provided to the City Building and Safety Division and Planning Division that a qualified paleontologist has been retained to perform full-time monitoring of any excavations on the project site that have the potential to impact paleontological resources in undisturbed native sediments. The monitor will have the ability to redirect construction activities to ensure avoidance of adverse impacts to paleontological resources. In addition, the project paleontologist may re-evaluate the necessity for paleontological monitoring after examination of the affected sediments during excavation, with approval from the City Building and Safety Division and Planning Division. Any potentially significant fossils observed shall be collected and recorded in conjunction with best management practices and Society for Vertebrate Paleontology professional standards. Any fossils recovered during mitigation should be deposited in an accredited and permanent scientific institution for the benefit of current and future generations. A report documenting the results of the monitoring, including any salvage activities and the significance of any fossils will be prepared and submitted to the appropriate City personnel.

4. **Mitigation Measure HAZ-1:** Prior to issuance of construction permits, a certified hazardous materials waste hauler shall remove and dispose of all potentially hazardous materials, wastes, and debris; including the: 55-gallon drums, storage tanks, and motor vehicle parts. Should potentially contaminated soils be identified during clean up or construction activities, soils samples shall be taken and analyzed for contaminants of concern for concentrations above worker safety thresholds established by the Regional Water Quality Control Board (RWQCB). Any soils with chemicals exceeding the RWQCB Environmental Screening Levels (ESLs) for residential uses or hazardous waste limits will be characterized, removed, and disposed of off-site at a licensed hazardous materials disposal facility in compliance with state regulations. All reports and/or documentation associated with the removal will be submitted to the City of Riverside Fire Prevention Division.
5. **Mitigation Measure N-1:** The project's construction plans and grading and building permits issued by the City of Riverside shall include the following requirements:
 - During all excavation and grading on-site, the construction contractors will equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards to reduce construction equipment noise to the maximum extent practicable. The construction contractor will place all stationary construction equipment so that emitted noise is directed away from noise sensitive receptors.
 - The construction contractor will stage equipment and material stockpiles in areas that will create the greatest distance between construction-related noise sources and noise sensitive receptors during project construction.
 - The construction contractor will limit haul truck deliveries to the same hours specified for construction equipment.
 - Electrically powered equipment to be used instead of pneumatic or internal combustion powered equipment, where feasible.
 - Unnecessary idling of internal combustion engines (e.g., in excess of 5 minutes) will be prohibited.
 - The use of noise-producing signals, including horns, whistles, alarms, and bells, will be for safety warning purposes only.
6. Tract Map 37219 shall be recorded.
7. A 40-scale precise grading plan shall be submitted to the Planning Division and include the following:
 - 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;

- Compliance with City adopted interim erosion control measures;
- Compliance with any applicable recommendations of qualified soils engineer to minimize potential soil stability problems; and
- Include a note requiring the developer to contact Underground Service Alert at least 48 hours prior to any type of work within pipeline easement.
- The project shall abide by the SCAQMD's Rule 403 concerning Best Management Practices for construction sites in order to reduce emissions during the construction phase. Measures may include:
 - i. Development of a construction traffic management program that includes, but is not limited to, rerouting construction related traffic off congested streets, consolidating truck deliveries, and providing temporary dedicated turn lanes for movement of construction traffic to and from site;
 - ii. Suspend all grading activities when wind speeds exceed 25 miles per hour.
 - iii. 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;
 - iv. Sweep streets at the end of the day if visible soil material is carried onto adjacent paved public roads;
 - v. Wash off trucks and other equipment leaving the site;
 - vi. Replace ground cover in disturbed areas immediately after construction; and
 - vii. Keep disturbed/loose soil moist at all times.

During Grading and Construction Activities:

8. **Mitigation Measure BIO-2:** In order to avoid impacts on nesting birds and raptors (common or special status), construction activities should be scheduled during the non-breeding season (generally between July 1 and February 28/29 for nesting birds; between July 1 and January 31 for nesting raptors), to the extent practicable. If project timing requires that construction activities be conducted during the breeding season (generally between March 1 and June 30 for birds; between February 1 and June 30 for raptors); prior to issuance of a grading permit, a pre-construction survey or multiple surveys shall be conducted by a qualified biologist no more than 72 hours prior to disturbance to confirm the absence of active nests. If no active nests are found, no further measures will be necessary.

If the biologist finds an active nest in or adjacent to the construction area and determines that the nest may be impacted, the biologist will identify an appropriate buffer zone around the nest, depending on the sensitivity of the species and the nature of the construction

activity. The active site will be protected until nesting activity has ended to ensure compliance with the Migratory Bird Treaty Act and the California Fish and Game Code. To protect any nest site, the following restrictions to construction activities shall be required until nests are no longer active, as determined by a qualified biologist: (1) clearing limits shall be established within a buffer around any occupied nest (the buffer shall be 300–500 feet for raptors), unless otherwise determined by a qualified biologist and (2) access and surveying shall be restricted within the buffer of any occupied nest, unless otherwise determined by a qualified biologist. Construction and/or encroachment into the buffer area around a known nest shall only be allowed if the biologist determines that the proposed activity will not disturb the nest occupants.

9. 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.
10. 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.
11. The Construction Contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site.
12. 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.
13. To reduce construction related particulate matter air quality impacts of projects the following measures shall be required:
 - the generation of dust shall be controlled as required by SCAQMD Rule 403;
 - i. 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;
 - ii. The project contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards;
 - iii. Sweep streets at the end of the day if visible soil material is carried onto adjacent paved public roads;
 - iv. Wash off trucks and other equipment leaving the site;
 - v. Keep disturbed/loose soil moist at all times;
 - vi. Suspend all grading activities when wind speeds exceed 25 miles per hour; and

vii. Enforce a 15 mile per hour speed limit on unpaved portions of the construction site.

14. The applicant shall be responsible for erosion and dust control during construction phases of the project.
15. To reduce diesel emissions associated with construction, construction contractors shall provide temporary electricity to the site to eliminate the need for diesel-powered electric generators, or provide evidence that electrical hook ups at construction sites are not cost effective or feasible.

Prior to Building Permit Issuance

16. 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:
 - 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.
 - 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&R shall clearly state that the HOA officers are responsible for the enforcement of the on-street parking prohibition and are personally liable for any penalties, including citations, for the failure to follow through with their responsibilities.
 - Mechanical maintenance and "known-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.
 - 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.
 - 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.

- Vehicles parked on a residential driveway shall not encroach onto the sidewalk or private street.
 - Graffiti shall be removed within 24 hours of complaint.
 - The HOA shall maintain the basins, parkway and landscape along the project's frontage, common open space, private street, curbs, gutters, and sidewalk.
 - 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.
17. 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 preventer possible, be painted green, and consist of some form of screening including but not limited to berming, landscaping, and/or installation of a screen wall.
18. **Site Plan:** Revise the submitted Site Plan such that the plan provided incorporates the following change:
- A minimum 20 foot front yard setback shall be provided on Lots 10 and 19.
19. **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 Conceptual Landscape Plan such that the plan provided incorporates the following change:
- Fast growing vines shall be planted along the perimeter block walls and walls adjacent to the common open space areas.
20. **Fence and Wall Plan:** Revise the submitted fence and wall plan such that the plan provided incorporates the following changes:
- Walls along the project perimeter shall be split face, with a decorative cap;
 - Retaining walls shall match the materials of the block walls along the sides and front of the project site; and
 - The height of walls within the front setback shall be reduced to a maximum height of three feet.

21. 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. All on-site lighting shall provide a minimum intensity of one foot-candle and a maximum intensity of ten foot-candles at ground level throughout the areas serving the public and used for parking, with a ratio of average light to minimum light of four to one (4:1). The light sources shall be shielded to minimize 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.

Prior to Release of Utilities and/or Occupancy:

22. **Mitigation Measure T-1:** Prior to issuance of occupancy permit, the proposed project shall install signage on the minor street approaches (northbound and southbound approaches) of the Myers Street/Magnolia Avenue intersection which would restrict left-turn and through movements (i.e., right-turn only) in both directions during the a.m. and p.m. peak hours (7-9 a.m. and 4-6 p.m.). Vehicles that would make these movements (12 vehicles in the a.m. peak hour and 7 vehicles in the p.m. peak hour in the northbound direction; and, 3 vehicles in both peak hours in the southbound direction) would be re-routed to the intersections of Roosevelt Street/Magnolia Avenue and Muir Avenue/Magnolia Avenue where U-turns are permitted during the peak hours to access either westbound Magnolia Avenue and northbound Myers Street, or eastbound Magnolia Avenue and southbound Myers Street, respectively.
23. Install the landscape and irrigation per the approved plans and submit the completed "Certificate of Substantial Completion" (Appendix C of the Water Efficient Landscaping and Irrigation Ordinance Summary and Design Manual) signed by the Designer/auditory responsible for the project. Contact Sean P. Kelleher, Associate Planner at (951) 826-5712 or skelleher@riversideca.gov to schedule the final inspection at least one week prior to needing the release of utilities.

Standard Conditions:

24. 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.
25. 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.

26. 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.
27. 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.
28. 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

29. Requirements for construction shall follow the currently adopted California Building Code and California Fire Code with City of Riverside amendments.
30. Construction plans shall be submitted and permitted prior to construction.
31. Fire Department access shall be maintained during all phases of construction.
32. All required hydrants shall be in service and fire flow available prior to building permit release by the Fire Department. Violation of this requirement may result in citations that require a court appearance to be issued.
33. Access roadways shall be a minimum of twenty (20) feet in unobstructed width with a minimum vertical clearance of thirteen feet, six inches (13'6"). Grade differential shall not exceed twenty (20) percent.

Shall comply with our fire department turning radius requirements.

Access roadways in excess of one hundred and fifty (150) feet in length shall be provided with a provision for turn around. Such provisions shall be of a design approved by the Fire Department.

34. 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.

Parks, Recreation & Community Services – Park Planning

35. Developer shall make payment of all applicable Park Development Impact Fees (local, aquatic, regional/reserve and trail fees) per RMC Chapters 16.60, 16.44 and 16.76.

Public Works

36. 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.
37. Storm Drain construction will be contingent on engineer's drainage study. Proposed on-site storm drain to be privately maintained (by HOA) to the proposed junction structure in the alley where it shall become publicly owned and maintained from said point downstream.
38. *Advisory - Off-site drainage to be adequately addressed. Damming of upstream drainage not allowed and must be either conveyed or allowed to "flow through" project.
39. 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.
40. *Advisory – Existing 18" Trunk Sewer Main located within Muir Street. Upon street vacation sewer main to remain in existing location and be located within a 30' non-buildable easement.
41. Lot line adjustment to reflect Tentative Tract Map No. 37219 border to be recorded concurrently with Final Map.
42. Off-site improvement plans to be approved by Public Works prior to map recordation.
43. A surety prepared by Public Works to be posted to guarantee the required off-site improvements prior to map recordation.
44. Full improvement of interior streets based on private residential street standards.
45. *Advisory - No security gates shall be allowed now, or in the future.

46. 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.

47. 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:

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;

Incorporates the applicable Source Control BMP's as described in the Santa Ana River Region WQMP and provides a detailed description of their implementation;

Incorporates Treatment Control BMP's as described in the Santa Ana River Region WQMP and provides information regarding design considerations;

Describes the long-term operation and maintenance requirements for BMP's requiring long-term maintenance; and

Describes the mechanism for funding the long-term operation and maintenance of the BMP's requiring long-term maintenance.

48. 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 (C,C&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.

49. 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.

50. Prior to building or grading permit closeout or the issuance of a certificate of occupancy or certificate of use, the applicant shall:

Demonstrate that all structural BMP's described in the project-specific WQMP have been constructed and installed in conformance with approved plans and specifications;

Demonstrate that applicant is prepared to implement all non-structural BMP's described in the approved project-specific WQMP; and

Demonstrate that an adequate number of copies of the approved project-specific WQMP are available for the future owners/ occupants.

51. Trash collection service will not be provided on common drives. Areas shall be provided along private streets to accommodate the placement of containers for automated collection. On-street parking shall be prohibited (if allowed) on collection days as required to ensure access to the trash containers. Keypad activation of the security gates is required to allow access to the site for collection service.

52. Project to install private street signage at both north and south entries to Public Works Specifications.

53. Dedication of public and emergency access easement over the private streets on the Final Map to Public Works Specifications.

54. Final Map to be recorded prior to issuance of a building permit.

55. At the intersections of Muir St (soon to be vacated) with the newly created private east/west roadways:

Project shall install all-way stop sign traffic control with signage, pavement markings, pavement legends per the provisions of the CA MUTCD 2014 Revision 2 (or most current revision at the time of plan approval).

56. Project shall install "Road Ends 100 FT" signage, CA MUTCD sign code W31A(CA) at a point 100 feet from the newly installed stop limit lines.

57. At the northerly and southerly terminations of the recreational area / easement, the project shall install removable concrete bollards accessible by City and RPU staff to facilitate maintenance of sewer & water facilities. Bollards shall have retroreflective elements to maintain nighttime visibility, and will serve as a deterrent for vehicular traffic. Bollards shall, at a minimum, be rated to stop a 7000lb vehicle at a speed of 30 MPH.

Public Utilities – Electric

- 58. 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.
- 59. 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.
- 60. 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.
- 61. Developer is responsible for all trenching, installation of conduit and sub-structures required to provide power to the site.
- 62. Plot existing electrical distribution facilities on the original site plan.
- 63. Blanket PUE required on all parcels.

Public Utilities – Water

- 64. No decorative pavement will be allowed over public water facilities.
- 65. Provide sufficient easement behind curb to allow for water meter and fire hydrant installation and maintenance.
- 66. Site plan shows bulbs at the intersections that protrude over the proposed waterline. Waterline must be located per water department standards with appropriate separation from other utilities and curb/gutter.

CITY OF RIVERSIDE DEVELOPMENT
INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT ("Agreement") is made this ____ day of _____, 201_, 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. P16-0885, P16-0886, P16-0506 and P17-0874, a proposal to _____, on the Property located at _____ (the "Project").

C. As a condition of approval to Planning Case Nos. P16-0885, P16-0886, P16-0506 and P17-0874, 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. P16-0885, P16-0886, P16-0506 and P17-0874 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_____

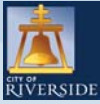
Printed Name_____

Title_____

APPROVED AS TO FORM:

Deputy City Attorney

Rev: 08/19/11



NOTICE OF DETERMINATION

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

☒ County Clerk
County of Riverside
2720 Gateway Drive
Riverside, CA 92507
(909) 486-7000

From: (Public Agency)

City of Riverside
Community Development
Department, Planning Division
3900 Main Street, 3rd Floor
Riverside, CA 92522
(909) 826-5371

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

State Clearinghouse Number: *(if submitted to State Clearinghouse)* n/a

Project Title: P16-0885, P16-0886, P16-0506 and P17-0874

Project Applicant: Coastal Commercial Properties

Project Location (include County): property is located west of Myers Street, north of Primrose Drive and bisected by Muir Avenue, in the City and County of Riverside

Project Description: **PLANNING CASES P16-0885 (TM), P16-0886 (PRD), P16-0506 (DR), AND P17-0874 (VR)**: Proposal by Brett Crowder, on behalf of Coastal Commercial Properties, to consider the following entitlements for a planned residential development on 9.30 acres: 1) a Tentative Tract Map (TM-37219) to subdivide ten parcels into 63 residential lots; 2) a Planned Residential Development Permit for 63 single family detached residences; 3) a Design Review of project plans; and 4) a Variance to allow reduced setbacks along the project perimeter of lot 10. The property is located west of Myers Street, north of Primrose Drive and bisected by Muir Avenue, in the R-1-7000 – Single-Family Residential Zone and R-1-7000-SP– Single-Family Residential and Specific Plan (Magnolia Avenue) Overlay Zones, in Ward 5. The Planning Division of the Community & Economic Development Department has determined that the proposed project will not have a significant effect on the environment and is recommending that a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program be adopted.

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

1. The project [☐ will ☒ will not] have a significant effect on the environment.
2. ☐ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
☒ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation Measures [☒ were ☐ were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [☒ was ☐ was not] adopted for this project.
5. A Statement of Overriding Considerations [☐ was ☒ was not] adopted for this project.
6. Findings [☒ were ☐ were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the Negative Declaration is available to the General Public at the City of Riverside, Community Development Department, Planning Division, 3900 Main Street, Riverside.

Signature: _____ Title: Deputy Director
Ted White

Date: _____ Date Received for filing at OPR: _____