



Community Development  
Department  
Planning Division

RECEIVED  
NOV 16 2006  
Public Works

November 9, 2006

Ruben Salazar  
8590 Cypress  
Riverside, CA 92503

SUBJECT: P06-0893 (TM-33925), Situated on the southerly side of Cypress Avenue and on the westerly side of Robinson Avenue

Dear Applicant:

At its meeting of November 9, 2006, the City Planning Commission **Approved Planning Case P06-0893 (TM-33925)**, subject to the attached conditions.

There is now a fifteen-day appeal period from the date of the Planning Commission's decision. Appeals must be received in writing along with the required fee by 5:00 p.m. on November 27, 2006 in the Planning Division of the Community Development Department. If not appealed, the Planning Commission's decision is final.

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

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

Should you have any questions concerning this notice please call Travis Randel, at (951) 826-5932.

Sincerely,

Craig Aaron  
Deputy Planning Director

c: Public Works Dept. - Rob Van Zanten  
IW Consulting Engineers, Inc., 3544 University Avenue, Riverside, 92501

## APPROVED CONDITIONS

P06-0893 (TM-33925)

PLANNING COMMISSION HEARING DATE: November 9, 2006

### CONDITIONS

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

#### Case Specific

##### ● **Planning**

1. The Commission makes the necessary findings in the applicant's favor to grant the following variances. As justification, the applicant's and staff's written justifications are referenced:
  - a. to allow Lot 5 to have a lot width of approximately 53 feet where a minimum lot width of 100 feet is required for newly created lots within the RR – Rural Residential Zone; and,
  - b. to allow Lot 5 to have a lot area of approximately 7,547 square feet where a minimum lot area of 20,000 square feet is required for newly created lots within the RR – Rural Residential Zone.
2. \* Should cultural, historical or archeological items be found during grading and construction activity, the construction and grading of this project all activity shall be halted in the vicinity of the find and diverted until a qualified archeologist meeting the Secretary of the Interior standards can evaluate the nature and significance of the find. If human remains are uncovered, the applicant shall contact the County Coroner's Office.
3. \*Potential construction related noise impacts shall be limited by compliance with the City's Noise Ordinance (Title 7), which limits construction noise that would disturb a residential neighborhood 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.
4. **Advisory:** Large animal keeping on Lots 1-4 shall be in accordance with Section 19.18 of the Zoning Code.

#### *Prior to Grading Permit Issuance:*

5. \* The future precise grading plan(s) shall be submitted for Planning Division review and approval. The grading plan(s) shall comply with all grading standards in the adopted Grading Ordinance (Title 17) and be in

substantial compliance with the preliminary grading information shown on the Tentative Tract Map exhibit for this project. The grading plan shall include the following:

- a. Clearly indicate the precise location of all cut and fill slopes;
- b. Clearly indicate edge conditions adjacent to existing single family residences and/or other uses; retaining walls may be required to insure no negative impacts occur;
- c. Indicate that grading operations will be restricted to 7:00 a.m. to 7:00 p.m. weekdays, and 8:00 a.m. to 5:00 p.m. Saturdays. No construction noise is permitted on Sundays or federal holidays;
- d. Indicate an interim erosion control program to be certified by the project engineer subject to Public Works Department review and approval; and
- e. The applicant/developer shall be responsible for erosion and dust control during both the grading and construction phases of the project; and
- f. Manufactured slope ratios shall not exceed a maximum of 2:1.

*Prior to Map Recordation*

6. \*A deed notice shall be required for Lot 2 indicating that a portion of the lot is located within the Airport Compatibility Zone D zone of the Riverside Municipal Airport.
7. \* An avigation easement/deed notice shall be dedicated to the Airport Operator.
8. A waiver of vehicular access shall be recorded to restrict additional driveway cuts along the Cypress Avenue frontage of lots 1 and 2.
9. The applicant shall prepare and record a Covenant subject to the approval of the Planning Division and City Attorney's Office indicating that the future owners of lots 1-4 shall be responsible for the long term maintenance of "A" Street.
10. The applicant shall prepare and record a Covenant subject to the approval of the Planning Division and City Attorney's Office indicating that large animal keeping shall be prohibited on Lot 5.

- ~~11.~~ The approximately 20'X30' modified hammer head turnaround on Lot 1 shall be placed within an emergency vehicle access easement.
12. Street names shall be reviewed and approved by the Planning Division.

*Prior to Issuance of a Building Permit for lots 1-4*

13. TM 33925 shall be recorded and grading plans approved.
14. \* Landscape/irrigation plans for all manufactured slopes in excess of 5 feet in vertical height and for "street" trees along "A" Street shall be submitted for review and approval of Planning Division staff.
15. \* Payment of Multi-Species Habitat Conservation Plan (MSHCP) fees as applicable.
16. \*Prior to the sale of Lot 2, a large airport-related information sign shall be installed on this lot and maintained by the developer. This sign shall be installed in a conspicuous location and shall clearly depict the proximity of the property to the airport and aircraft traffic patterns.
17. \*An informational brochure shall be provided to prospective buyers or renters of lot 2 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 large scale illustration of Exhibit RI-7, 'Compatibility Factors', will suffice).

*Prior to Occupancy of lots 1-4:*

18. The landscaping along "A" Street shall be installed.
19. No Parking signs shall be posted along both sides of "A" Street.
20. The slope landscaping/irrigation and "street" trees along "A" Street shall be installed by the developer prior to the occupancy of individual residences adjacent to the required improvements.

## **Standard Conditions**

### ● **Planning**

21. In approving this case, it has been determined that there is no evidence before the City that the proposed project will have any potential for adverse effect on wildlife resources and the impacts of the project are found to be de minimis pursuant to Section 711.4 of the Fish and Game Code.
22. There is a thirty-month time limit in which to satisfy the conditions and record this map. Five subsequent one-year time extensions may be granted by the City Planning Commission upon request by the applicant. Application for a one-year time extension must be made prior to the expiration date of the map. No time extension may be granted for applications received after the expiration date of the map.
23. Within 30 days of the approval of the tentative map by the City the developer/subdivider shall execute an agreement, approved by the City Attorney's Office, to defend, indemnify, including reimbursement, and hold harmless the City of Riverside, its agents, officers and employees from any claim, action, or proceeding against the City of Riverside, its agents, officers, or employees to attack, set aside, void, or annul, an approval by the City's advisory agency, appeal board, or legislative body concerning this subdivision, which action is brought within the time period provided for in Section 66499.37 of the Government Code. The City will promptly notify the Developer/subdivider of any such claim, action or proceeding and the City will cooperate in the defense of the proceeding.
24. The applicant shall continually comply with all applicable rules and regulations in effect at the time permit is approved and exercised and which may become effective and applicable thereafter.
25. 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.

### ● **Public Works**

26. 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.
27. Deed for widening Cypress Avenue to 44 feet from monument centerline to Public Works specifications.
28. Installation of curb and gutter at 32 feet from monument centerline, sidewalk and matching paving on Cypress Avenue to Public Works specifications.
29. Installation of curb and gutter at 18 feet from monument centerline, sidewalk and matching paving on Robinson Avenue to Public Works specifications.
30. Installation of sewer laterals to serve this project to Public Works specifications.
31. Off-site improvement plans to be approved by Public Works prior to map recordation.
32. A surety prepared by Public Works to be posted to guarantee the required off-site improvements prior to map recordation.
33. Prior to issuance of a building permit, the applicant shall pay the Transportation Uniform Mitigation Fee (TUMF) in accordance with the fee schedule in effect at the time of issuance.

● **Fire Department**

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

37. Fire Department access is required to be maintained during all phases of construction.
38. Install a residential fire sprinkler system meeting National Fire Protection Association 13D requirements. Plans shall be submitted to and approved by the Fire Dept. prior to installation. RIVERSIDE MUNICIPAL CODE, SECTION 16.32.076.

- **Public Utilities**

39. *Advisory:* All utilities shall be satisfactorily relocated, protected and/or replaced to the specifications of the affected departments and agencies.
40. *Advisory:* Utility easements shall be provided and/or retained to the specifications of the affected departments and agencies.
41. *Advisory:* The provision of water facilities in accordance with the City of Riverside Water Rules.
42. *Advisory:* The provision of utility fees and charges in accordance with the City of Riverside Water Rules.

- **Park and Recreation**

43. Prior to Building Permit Issuance: Payment of all applicable park development fees (local and regional/reserve) as mitigation for the impacts of the project on the park development and open space needs of the City. For questions or concerns regarding this condition contact Senior Administrative Analyst Patti Casillas - 826-2068.
44. Prior to Building Permit Issuance: Payment of Street Tree Plan Check and Inspection Fees as applicable. For questions or concerns regarding this condition contact the Tree Division Staff at 951/351-6126.
45. Prior to Occupancy: The installation (or posting of appropriate sureties with the Park and Recreation Department to guarantee the installation) of new street trees along all public street frontages per City standards. For questions or concerns regarding this condition contact the Tree Division Staff at 951/351-6126.



CITY OF RIVERSIDE DEVELOPMENT  
INDEMNIFICATION AGREEMENT

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

RECITALS

A. The Applicant is the owner of that certain real property ("Property") located within the City of Riverside, County of Riverside, California. The Property is more particularly described in the legal description attached hereto as Exhibit "A" and incorporated herein by this reference.

B. The Applicant has applied to the City for certain development approvals for the Property under Planning Case No. P06-0893 (TM-33925), a proposal to \_\_\_\_\_, on the Property located at \_\_\_\_\_ (the "Project").

C. As a condition of approval to Planning Case No. P06-0893 (TM-33925), the City has required that the Applicant execute this Agreement, to defend, indemnify, including reimbursement, and hold harmless the City, its agents, officers and employees from any claim, action, or proceeding against the City, its agents, officers or employees, to attack, void or annul an approval by the City's advisory agency, appeal board, or legislative body concerning the Project.

NOW, THEREFORE, in accordance with the recitals set forth above and as consideration for the approval of development entitlements stated herein, the City and Applicant agree as follows:

1. Incorporation of Recitals. The parties agree that the Recitals constitute the factual basis upon which the City and the Applicant have entered into this Agreement. The City and the Applicant each acknowledge the accuracy of the Recitals and agree that the Recitals are incorporated into this Agreement as though fully set forth at length.

2. Term. The term of this Agreement commences upon approval of Planning Case No. P06-0893 (TM-33925) and shall terminate one year after the satisfaction of all required conditions under said Planning Case.

3. Indemnification. The Applicant agrees to indemnify and hold harmless the City, its agents, officers, council members, employees, boards, commissions and their members and the City Council from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of such litigation being to attack, set aside, void or annul any



approval of the Project or related decision, or the adoption of any environmental documents or negative declaration which relates to the Project. This indemnification shall include, but is not limited to, all damages, costs, expenses, attorney fees or expert witness fees that may be awarded to the prevailing party, and costs of suit, attorneys' fees, and other costs, liabilities and expenses arising out of or in connection with the approval of the application or related decision, whether or not there is concurrent, passive or active negligence of the part of the City, its agents, officers, council members, employees, boards, commissions and their members and the City Council.

4. City Notification. City shall promptly notify the Applicant of any claim, action, or proceeding concerning the Project and the City shall cooperate fully in the defense of the matter. Applicant shall promptly retain counsel, at its own cost, to represent the City in any such action. Said counsel, if approved by the City, can jointly represent the City and Applicant. However, the City reserves the right, at its own option, to choose its own attorney to represent the City, its officers, employees, and agents in the defense of the matter. Any costs and attorney's fees incurred by the City for its separate counsel, shall be paid for by the Applicant.

5. Settlement. The Applicant shall not be required to pay or perform any settlement unless the settlement is approved by the Applicant.

6. Severability. If for any reason, any portion of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

7. Assignability Limitations. This Agreement may be assigned by the Applicant to any successor in interest for the Project, only after Applicant has first notified the City Planning Department and has provided to the City Planning Director a signed acceptance of the assignment by the assignee.

8. Nonwaiver of Rights or Remedies. The failure of the City to exercise any right or remedies available to it pursuant to this Agreement, shall not constitute a waiver of that party's right to enforce that right or to seek that remedy in the future. No course of conduct or act of forbearance on any one or more occasions by any party to this Agreement shall preclude that party from asserting any right or remedy available to it in the future. No course of conduct or act of forbearance on any one or more occasions shall be deemed to be an implied modification of the terms of this Agreement.

9. City Authority. Notwithstanding anything in this Agreement to the contrary, the City retains all authority and discretion granted to it by law to either approve, disapprove or modify any of the proposed uses of the Property and/or Project in accordance with City ordinances and the approved General Plan.

10. No Oral Modifications. This Agreement represents the entire understanding of the City and the Applicant and supersedes all other prior or contemporaneous written or oral agreements pertaining to the subject matter of this Agreement. This Agreement may be

modified, but only by a writing signed by both the City and the Applicant. All modifications to this Agreement must be approved by the City Council of the City of Riverside.

11. Binding Upon Successors. This Agreement and each of its terms shall be binding upon the City, the Applicant and their respective officers, elected officials, employees, agents, contractors, and permitted successors and assigns.

12. Legal Challenges. Nothing herein shall be construed to require City to defend any third party claims and suits challenging any action taken by the City with regard to any procedural or substantive aspect of the City's approval of the Project, the environmental process, or the proposed uses of the Property. The City shall retain sole and absolute discretion on whether or not it will defend any action filed which challenges the Project, or whether it will take any other course of action on the Project. The Applicant may, however, in its sole and absolute discretion, appear as real party in interest in any third party action or proceeding, and in such event, the City may defend such action or proceedings at City's sole and absolute discretion. This City shall have the absolute right to retain such legal counsel as the City deems necessary and appropriate to represent its interests.

13. Attorneys' Fees. In the event that any action or proceeding, including arbitration, is commenced by either the City or the Applicant against the other to establish the validity of this Agreement or to enforce any one or more of its terms, the prevailing party in any such action or proceeding shall be entitled to recover from the other, in addition to all other legal and equitable remedies available to it, its actual attorneys' fees and costs of litigation, including, without limitation, filing fees, service fees, deposition costs, arbitration costs and expert witness fees, including actual costs and attorneys' fees on appeal.

14. Jurisdiction and Venue. This Agreement is executed and is to be performed in the City of Riverside, Riverside County, California, and any action or proceeding brought relative to this Agreement shall be heard in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

15. Headings. The headings of each Section of the Agreement are for the purposes of convenience only and shall not be construed to either expand or limit the express terms and language of each Section.

16. Representations of Authority. Each party signing this Agreement on behalf of a party which is not a natural person hereby represents and warrants that all necessary legal prerequisites to that party's execution of this Agreement have been satisfied and that he or she has been authorized to sign this Agreement and bind the party on whose behalf he or she signs.

[Signatures on following page.]

IN WITNESS WHEREOF, the Applicant has caused this Indemnification Agreement to be executed the date first written above.

APPLICANT:

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy City Attorney

Document5  
Rev: 01/12/05