



Community Development
Department
Planning Division

City of Arts & Innovation

June 27, 2019

Brett Crowder
1020 Second Street
Escondido, CA 92024

SUBJECT: PLANNING CASES P18-0836, P18-0840, P18-0841 and P18-0842 – Planned Residential Development, Tentative Tract Map (TM-37593), Design Review and Variance – Residential Subdivision, Wood Road between Lurin Avenue and Newsom Road, Ward 4

Dear Mr. Crowder:

The Riverside City Planning Commission, at its meeting of June 27, 2019, approved your development related application which is referenced by the above-noted case numbers. 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 would not have a significant effect on the environment and adopted a Mitigated Negative Declaration. A Notice of Determination will be filed with the Riverside County Clerk's Office.

There is an initial 36-month period in which to record this map. Prior to the expiration of the initial 36 months allowed for recordation, a timely written request may be submitted to the Zoning Administrator for a one-year time extension. Up to six additional one-year time extensions may be granted by the Zoning Administrator. Any request for a time extension must be submitted in writing, include the fee, and be received by the Community Development Department prior to the expiration date or the map will be void. Retroactive time extensions for a map are prohibited per State Law.

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 July 8, 2019. 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 Matthew Taylor, Associate Planner, at (951) 826-5944.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mary Kopaskie-Brown', with a large, stylized loop at the end.

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

cc: Public Works, Chris Scully

**PLANNING COMMISSION
APPROVED CONDITIONS**

Planning Commission Meeting Date: June 27, 2019

PLANNING CASES: P18-0836 (Planned Residential Development Permit)

P18-0840 (TM-37593)

P18-0841 (Design Review)

P18-0842 (Variance)

Case-Specific

• **Planning Division**

1. Plans shall conform to the Exhibits attached to this report. Proposed modifications to the approved design shall be submitted to the Planning Division and shall include revised Exhibits and a narrative description of any proposed modifications. The Applicant is advised that an additional application and fee may be required.
2. The proposed project shall be developed and operated substantially as described in the text of this Staff Report and as shown on the plot plan on file with this case, except for any specific modifications that may be required by these conditions of approval.
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. 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.

Prior to Rough Grading Permit Issuance:

- 5. **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.
- 6. **Mitigation Measure BIO-2:** 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 would 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 would 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 would 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:

- a) 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
- b) 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 would not disturb the nest occupants.

7. **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 archaeologist meeting the Secretary of the Interior's Professional Qualification Standards for archaeology is retained and shall conduct a pre-grading archaeology sensitivity training for construction personnel completing grubbing, grading and trenching. This meeting shall include discussion of the types of cultural resources that may be encountered and the proper procedures to enact should an inadvertent discovery be encountered.

The qualified archaeologist shall also provide full-time monitoring of project excavations in the eastern half of the project site to a depth of 5-feet below the ground surface. Monitoring in the western half of the site shall occur on an on-call/spot-check basis. In the event that potential archaeological resources are discovered during excavation, grading, or construction activities, work shall cease within 100 feet of the find until the qualified archaeologist has evaluated the find to determine whether the find constitutes a "unique archaeological resource," as defined in Section 21083.2(g) of the California Public Resources Code. Any resources identified shall be treated in accordance with California Public Resources Code Section 21083.2(g)

8. **Mitigation Measure CUL-2:** Prior to the issuance of the first Grading permit, 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. In the event that potential paleontological resources are inadvertently discovered during ground-disturbing activities, work shall be halted within 50 feet of the find until it can be evaluated by the qualified paleontologist. Construction activities may continue in the other areas of the project site. 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 would be prepared and submitted to the appropriate City personnel.

9. 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; and
 - 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.
 - e) 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.
 - f) Grading Plans for Plan Check review shall be revised to show the exposed height of retaining walls facing Wood Road and Lurin Avenue does not exceed three feet.
 - g) Grading Plans shall incorporate a band of decorative paving at the intersection of each main project driveway with Wood Road.

Prior to Precise Grading Permit Issuance:

10. Tract Map No. 37593 shall be recorded.

During Grading and Construction Activities:

11. 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.

12. 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.
13. The Construction Contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site.
14. 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.
15. 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;
 - 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.
16. The applicant shall be responsible for erosion and dust control during construction phases of the project.
17. 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

18. Construction plans submitted for Plan Check review shall include a copy of these Conditions of Approval.
19. 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.

20. **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 benches and/or decorative potted plants to preclude vehicular through traffic on the East and West Promenades;
 - b) Provide enhanced landscape treatment at the corners of Street A and Wood Road and Lurin Avenue and Wood Road. Enhancements may include signage monumentation, enhanced wall or pilaster materials, large specimen plantings or container groupings; water features or public art;
 - c) Landscaping throughout the bioretention basins on both sides of Wood Road shall provide a tiered effect and consist of a mix of plant materials for full coverage; and
 - d) Landscaping along Lurin Avenue shall provide a tiered effect and consist of a mix of plant materials to soften the view of the wall from the street.
21. **Fence and Wall Plan:** Revise the submitted fence and wall plan such that the plan provided incorporates the following changes:
- a) Retaining walls shall match the materials of the block walls along the sides and front of the project site.

Prior to Release of Utilities and/or Occupancy:

22. 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 Matthew Taylor, Associate Planner at (951) 826-5944 or mtaylor@riversideca.gov to schedule the final inspection at least one week prior to needing the release of utilities.

Standard Conditions:

23. 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.
24. 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.

25. 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.
26. 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.
27. 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**

Contact Margaret Albanese at 951-826-5455 or malbanese@riversideca.gov with questions regarding the following Fire Department conditions:

28. 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.
29. Public fire hydrants shall be spaced a maximum of 350 feet apart on Wood Road and Lurin Avenue.
30. All private fire hydrants shall be spaced a maximum of 500 feet apart.
31. Minimum of a 1 inch water meter for the fire sprinkler systems.
32. 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
33. Requirements for construction shall follow the currently adopted California Building Code and California Fire Code with City of Riverside amendments.
34. Construction plans shall be submitted and permitted prior to construction.
35. Fire Department access shall be maintained during all phases of construction.

36. 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.
37. 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. Fire access turning radius shall comply with fire department bulletin number B-16-001.

- **Parks, Recreation & Community Services Department**

Contact Randy McDaniel at 951-826-2000 or Alisa Sramala at 951-826-2021 with questions regarding the following PRCSD Conditions:

38. Developer shall supply Parks and Recreation with a full set of plans for plan check for Rough Grading, Precise Grading, Street Improvement, Utilities, and Building Permit.

Prior to Map Recordation

39. Dedicate Multi-purpose Recreational Trail Easements/rights- of-way, designated for non-motorized use as required to implement the City's Multi-purpose Recreational Trails System Master Plan. (RMC Chapter 13.13 Section 13.18.020)
40. A copy of the tract map plans showing the multi-purpose trail easement dedication shall be provided to the PRCSD for review and approval.
41. A surety and construction agreement shall be prepared by Public Works or PRCSD to be executed/posted to guarantee the required trail improvements.
42. Developer shall make payment of all applicable Park Development Impact fees (regional/reserve and trail fees) for all recorded ROW, private landscape or private street lots.
43. Developer shall establish a Master Property Owners Association (MPOA), a Home Owners Association (HOA) or other approved mechanism.
 - a) Mechanism shall ensure that maintenance of multi-purpose trail is provided for in-perpetuity.
 - b) Recorded tract map shall include the condition for maintenance by approved entity.
 - c) City Attorney and Planning Division Approval is required.

Prior to Grading/Street Improvement Permit Issuance

44. Submit a copy of the Grading and Street Improvement Plans to PRCSD for review, approval and permit issuance. The plans that will be used to grade and construct the trail improvements shall include the Parks, Recreation, and Community Services Department Trail Grading and Construction Specifications Section 02211, as well as project specification information from the PRCSD standard trail details. Obtain Separate Public Park Improvement Permit and Inspection Card. Public Park Permit Requirements:
 - a) Permit scope of work includes all Improvements constructed by Developer on trail easements or other PRCSD conditioned improvements.

- b) Protect trail infrastructure from graffiti and remove graffiti within 72 hours of notification.
- c) Grade trails 2%-4% w/ ADA compliant cross slope. No trail slope shall exceed 7%.
- d) All improvements shall be constructed per CBC, City Public Park Improvement Standard specifications and details and Standard Specifications for Public Works Construction. (RMC Chapter 13.13 Section 13.18.020).

Prior to Grading/Street Improvement permit closeout

- 45. Demonstrate that all trail scope of work has been constructed, installed and approved in conformance with the approved plans, specifications and public park improvement permit. (RMC Chapter 13.13 Section 13.18.020)

Prior to Building Permit Issuance

- 46. Developer shall make payment of all applicable Park Development Impact Fees (local, aquatic, regional/reserve and trail fees) for privately developed areas. (RMC Chapters 16.60, 16.44 and 16.76.).
- 47. Submit a copy of the Site Improvements Plans to PRCSD for review and approval prior to permit issuance. The plans that will be used to grade and construct the trail improvements shall include the Parks, Recreation, and Community Services Department Trail Grading and Construction Specifications Section 02211, as well as project specification information from the PRCSD standard trail details. Obtain Separate Public Park Improvement Permit and Inspection Card. Public Park Permit Requirements:
 - a) Permit scope of work includes all Improvements constructed by Developer on trail easements or other PRCSD conditioned improvements.
 - b) Protect trail infrastructure from graffiti and remove graffiti within 72 hours of notification.
 - c) All improvements shall be constructed per CBC, City Public Park Improvement Standard specifications and details and Standard Specifications for Public Works Construction. (RMC Chapter 13.13 Section 13.18.020).
- 48. Construct recreational trail improvements per Trails Master Plan and Trails Standards for the trail segments along the Wood Road frontage through entire project. (RMC Ch 18.210, Section 18.210.050). Public Trail Requirements:
 - a) 4' high, 2-rail ranch style PVC fence or City approved equal. The Riverside County standard trail fence detail on sheet L5, dated 4/15/2019, needs to be changed to the City of Riverside standard trail fence.
 - b) 4" thick stabilized decomposed granite trail with concrete mow curb on each side, and trail markers.
 - c) Additional Min. 3' wide private landscaped bench is required adj. to engineered slopes.
 - d) Refer to City adopted trail standard for additional information.
 - e) At-grade or above-grade utility fixtures such as utility boxes, cabinets, valves, vaults, and similar, shall not be located within the multipurpose trail. Surface utility fixtures shall be set back from the trail and shall not be located so as to impair sight distance or create a

physical obstacle or hazard. The CAD base information provided by the applicant to the utility providers to use in developing their designs shall show the trail location with a clear label and a note indicating these requirements.

- f) Any utility or irrigation lines run under the trail shall be sleeved as approved by the City of Riverside Parks, Recreation, and Community Services Department

- **Public Works Land Development**

Contact Chris Scully at 951-826-5345 or cscully@riversideca.gov with questions regarding the following Land Development/Engineering conditions:

- 49. 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.
- 50. The 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 markings and sidewalk/ramp improvements to Public Work's satisfaction to facilitate pedestrian crossing.
- 51. Deed for widening Wood Road to 88 feet total width, based on a 44 foot from centerline half street to Public Works specifications.
- 52. Installation of curb and gutter at 32 feet from monument centerline, sidewalk and matching paving on both sides to provide for a total paved width of 64 feet on Wood Road to Public Works specifications.
- 53. Advisory – Project to have sewer service provided by WMWD.
- 54. Off-site improvement plans to be approved by Public Works prior to map recordation.
- 55. A surety prepared by Public Works to be posted to guarantee the required off-site improvements prior to map recordation.
- 56. Deed for widening Lurin Avenue to 33 feet from monument centerline to Public Works specifications.
- 57. Installation of curb and gutter at 20 feet from monument centerline, sidewalk and matching paving on Lurin Avenue to Public Works specifications.
- 58. Removal of pre-existing on-site improvements required.
- 59. Size, number and location of driveways to Public Works specifications.
- 60. Full improvement of interior streets based on private residential street standards.
- 61. Advisory - No security gates shall be allowed now, or in the future.
- 62. 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.

63. 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:
 - a) 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;
 - b) Incorporates the applicable Source Control BMP's as described in the Santa Ana River Region WQMP and provides a detailed description of their implementation;
 - c) Incorporates Treatment Control BMP's as described in the Santa Ana River Region WQMP and provides information regarding design considerations;
 - d) Describes the long-term operation and maintenance requirements for BMP's requiring long-term maintenance; and
 - e) Describes the mechanism for funding the long-term operation and maintenance of the BMP's requiring long-term maintenance.
64. 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.
65. 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.
66. 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.

- **Public Works Street Trees**

Contact Guy Tanaka at 951-826-2310 or gtanaka@riversideca.gov with questions regarding the following Street Trees conditions:

- 67. Planting of 24" Box Size (species to be determined) required along Wood Road with root barrier along hardscapes. Typical spacing is approximately 35 feet, Street Tree Inspector will spot for planting when final grading and construction is completed.
- 68. Planting of 24" Box Size trees (species to be determined) required along Lurin Avenue with root barrier along hardscapes. Typical spacing is approximately 35 feet, Street Tree Inspector will spot for planting when final grading and construction is completed.
- 69. Installation of automatic irrigation system to provide deep-root watering to trees is required.

- **Public Works Solid Waste**

Contact Archie Washington at 951-351-6125 or awashington@riversideca.gov with questions regarding the following Street Trees conditions:

- 70. 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.

- **Public Utilities Electric Division**

Contact Addie Revuelta at 951-351-6125 or awashington@riversideca.gov with questions regarding the following Street Trees conditions:

- 71. 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.
- 72. Blanket Public Utility Easement required on all parcels.
- 73. 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.
- 74. 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.

75. Developer is responsible for all street lights, trenching, installation of conduit and sub-structures required to provide power to the site.
76. The point of connection for this site is at Cole Avenue or at Obsidian Drive. Typical line extension will be required.
77. Plot existing electrical distribution facilities on the original site plan.
78. Blanket PUE required on all parcels.
79. Provide utility composite plan showing all proposed services.
80. Vaults will not be used within the tract (PJC will be required)– Vault will be required in the street.
81. Existing overhead poles to be relocated by Southern California Edison.

- **Western Municipal Water District**

Contact the Development Services Department at 951-571-7100 with questions regarding the following WMWD conditions:

82. Applicant must have obtained all necessary permits and approvals for the construction and operation of the Proposed Project from the appropriate regulatory authorities.
83. Applicant must agree to comply with the requirements of Western's Rules And Regulations Governing Water Service And Water Users, and Regulations for Wastewater Discharge and Sanitary Sewer System Use, as the same may be revised from time to time ("Rules and Regulations"), including without limitation:
 - a) Provide and/or pay for connection facilities, as well as certain additional facilities that will be necessary to accommodate Applicant's proposed water usage while maintaining resiliency within Western's distribution system, including the upsizing of pipelines and installation of pressure reduction and pump stations;
 - b) Provide and/or pay for connection facilities, as well as certain additional facilities that will be necessary to accommodate Applicant's proposed wastewater discharge, including the upsizing of pipelines and installation of sewer lift stations;
 - c) Payment of all applicable costs and fees, including system impact fees (subject to the application of appropriate credits for additional facilities provided by the Applicant); and
 - d) Agree that all water use is subject to curtailment during times of drought or other water availability limitations in accordance with the Rules and Regulations.
84. Western is the water and sewer service agency. Facilities sufficient to serve the project will need to be planned and installed, or other arrangements made in collaboration with Western.

- **Riverside Transit Agency**

Contact the Joe Forgiarini at 951-565-5166 or jforgiarini@riversidetransit.com with questions regarding the following RTA conditions:

85. RTA requires the bus stops at Wood Road adjacent to Proposed Project to be maintained and brought up to ADA-compliant condition, with 20' x 8' pads available at each location to

facilitate future installation of bus stop amenities (bench, shelter, trash receptacle). The stops should be located between the estate entrance and Lurin Avenue. RTA also requires a pedestrian crossing facility to be provided to allow residents and transit riders safe passage across Wood Road.

CITY OF RIVERSIDE DEVELOPMENT
INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT ("Agreement") is made this ____ day of _____, 2019, by 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. P18-0836, P18-0840, P18-0841 and P18-0842, a proposal to

_____ on the Property located at _____ (the "Project").

C. As a condition of approval to Planning Case Nos. P18-0836, P18-0840, P18-0841 and P18-0842, 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. P18-0836, P18-0840, P18-0841 and P18-0842 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