



Community Development  
Department  
Planning Division

*City of Arts & Innovation*

June 10, 2021

Nolan Leggio  
10621 Civic Center Dr  
Rancho Cucamonga, CA 91730

SUBJECT: PLANNING CASES - P20-0013, P20-0014, P20-0016 and P20-0015 – TRACT MAP (TM-37732), PLANNED RESIDENTIAL DEVELOPMENT, VARIANCE AND DESIGN REVIEW – SOUTH SIDE OF LURIN AVENUE AND WEST OF BARTON STREET, WARD4

Dear Mr. Leggio:

The Riverside City Planning Commission, at its meeting of June 10, 2021, 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.

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 June 21, 2021. 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 Veronica Hernandez, Senior Planner, at (951) 826-3965, [vhernandez@riversideca.gov](mailto:vhernandez@riversideca.gov).

Sincerely,

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

cc: Public Works, Chris Scully

**PLANNING COMMISSION  
APPROVED CONDITIONS**

Planning Commission Meeting Date: June 10, 2021

**PLANNING CASE:**    **P19-0013** (Tract Map No. 37732)  
                              **P19-0014** (Planned Residential Development)  
                              **P19-0015** (Design Review)  
                              **P20-0016** (Variance)

**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 the proposed modifications. The applicant is advised that an additional application and fee may be required.
2. The subject property shall be developed and operated substantially as described in the text of this report and as shown on the project plans on file with this case except for any specific modifications that may be required by these conditions of approval.

**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 plans, will be required prior to sign permit issuance.

*Prior to Map Recordation:*

3. **Mitigation Measure BIO-9:** The Project Applicant, prior to final tract map approval, shall provide the *Preliminary Jurisdictional Delineation and Determination* analysis to the U.S. Army Corps of Engineers (USACE) for their review to determine if any federal jurisdictional waters exist on site. If federal jurisdictional waters are determined to occur on the Project site, the Project Applicant shall implement mitigation measures required in the USACE review of the proposed Project. Final tract maps for the proposed Project shall not be approved by the City of Riverside until a determination of federal jurisdictional waters occurs on the Project site.
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 street and private driveways.
  - b) The CC&Rs shall be irrevocably written and recorded so that the maintenance 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) 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.
  - d) Maintenance of private streets.
  - e) Vehicles parked on a residential driveway shall not encroach onto the sidewalk or private street.
  - f) Graffiti shall be removed within 24 hours of complaint.

- g) A gate shall be installed on Lot E along Lurin Avenue.
- h) All letter lots shall be maintained by the HOA.

*Prior to Rough Grading Permit Issuance:*

5. **Mitigation Measure BIO-1:** Prior to the commencement of grading activities, the Applicant shall make the appropriate mitigation fee payment into the MSHCP Stephens' kangaroo rat fee payment program for conservation of Stephens' kangaroo rat-occupied habitats in order to offset the loss of potentially suitable Stephens' kangaroo rat habitat on-site through project implementation.
6. **Mitigation Measure BIO-2:** Prior to on-site vegetation clearance, the Project Applicant shall retain a qualified biologist to conduct a pre- construction nesting bird survey in accordance with the following:
  - The survey shall be conducted no more than three days prior to the initiation of clearance/construction work;
  - If pre-construction surveys indicate that bird nests are not present or are inactive, or if potential habitat is unoccupied, no further mitigation is required.
  - If active nests of birds are found during the surveys, a species-specific no-disturbance buffer zone shall be established by a qualified biologist around active nests until said qualified biologist determines that all young have fledged (i.e., no longer reliant upon the nest).
  - It is recommended that close coordination between the developer of the site, the City of Riverside, the project engineer, and the consulting qualified biologist to consider vegetation clearance outside of the normal bird nesting season (usually February 15 through September 15) to avoid impacts to nesting birds which would potentially violate the Migratory Bird Treaty Act. It should be noted that bird nesting season is increasingly less definitive for some year-round resident species such as hummingbirds and raptors. Further, ground-dwelling birds such as burrowing owls, can be affected nearly any time of the year if present. It is therefore advisable to conduct a pre-construction bird survey no matter the time of year.
  - Removal of vegetation necessitates installation of appropriate Storm Water Pollution Prevention Plan (SWPPP) measures, particularly if grading is not undertaken immediately, therefore careful timing of the project schedule and implementation measures is necessary to avoid water quality impacts
7. **Mitigation Measure BIO-6:** Prior to the issuance of grading permits the removal of Feature 1, which comprises 0.51 acre of riparian/riverine area on the Project site, shall be mitigated at a 2:1 mitigation to impact basis with 1.02 acre of rehabilitation credits at the Riverpark Mitigation Bank. Purchase of these rehabilitation credits shall be required if such credits are available for purchase and are acceptable to all associated agencies including CDFW, RWQCB, and the USACE, if applicable. If these credits are not available or acceptable to the aforementioned agencies, then alternative mitigation shall be identified and approved by each agency.
8. **Mitigation Measure BIO-7: Restoration of Off-site Habitat In an Approved In-Lieu Fee Program or Mitigation Bank.** The Project Applicant shall purchase 1.02 acres of restoration credits through an approved In-Lieu Fee Program or Mitigation Bank in the Santa Ana River Watershed. Purchase of lower-value enhancement credits, if available, shall occur on a 2:1 basis based on the lower relative quality of the 0.51 acre of riparian/riverine habitat that would

be removed from the Project site. Due to the removal of the 0.51 acre of riparian/riverine habitat on site, water quality benefits (from surface flows from the existing neighborhood to the north of the Project site) would be removed. As such, the new WQMP basins proposed for the Project site shall replace and offset the water quality enhancement functions of the existing 0.51-acre riparian/riverine habitat that would be removed due to Project implementation. The Project Applicant shall purchase the restoration credits prior to approval of final tract map.

9. **Mitigation Measure CUL-1:** The determination by the Project Archaeologist, Project Biologist, Developer, City and Consulting Tribe(s) as to the scope, methods, and suitable relocation site(s) for 33-014873/CA-RIV-7928. This Removal and Relocation Plan shall be reviewed and approved by City Staff prior to commencement of work. Relocation shall be mutually agreed upon and completed to the satisfaction of all parties prior to commencement of mass grading. The relocated features will be placed in an area that will be preserved in perpetuity, so that no future disturbances will occur.
10. **Mitigation Measure CUL-2: Archaeological Monitoring.** At least 30 days prior to application for a grading permit and before any grading, excavation, and/or ground disturbing activities take place, the developer/applicant shall retain a Secretary of Interior Standards qualified archaeological monitor to monitor all ground-disturbing activities in an effort to identify any unknown archaeological resources.
  - a) The project archaeologist, in consultation with consulting tribes, the Developer, and the City, shall develop an Archaeological Monitoring Plan to address the details, timing, and responsibility of all archaeological and cultural activities that will occur on the project site. Details in the plan shall include:
    - i. Project grading and development scheduling;
    - ii. The development of a rotating or simultaneous schedule in coordination with the developer/applicant and the project archaeologist for designated Native American Tribal Monitors from the consulting tribes during grading, excavation, and ground-disturbing activities on the site, including the scheduling, safety requirements, duties, scope of work, and Native American Tribal Monitors' authority to stop and redirect grading activities in coordination with all project archaeologists;
    - iii. The protocols and stipulations that the Applicant, tribes, and project archaeologist/paleontologist will follow in the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits, or nonrenewable paleontological resources that shall be subject to a cultural resource evaluation;
    - iv. Treatment and final disposition of any cultural and paleontological resources, sacred sites, and human remains if discovered on the project site; and
    - v. The scheduling and timing of the Cultural Sensitivity Training.
11. **Mitigation Measure HAZ-1:** Prior to issuance of a grading permit, a soil survey conducted by a licensed professional (retained by the applicant and approved by the City) to determine levels of pesticides and or heavy metals shall be conducted on the site. If pesticide or heavy metal levels are not found on the Project site (or are found below the Environmental Protection Agency (EPA) threshold limits for human exposure), then no additional mitigation is required. However, if pesticide or heavy metal levels exceeding the EPA threshold limits for human exposure are found on site, then **Mitigation Measure HAZ-2** would be required

12. **Mitigation Measure HAZ-2:** If the soil survey determines that pesticide or heavy metal levels are found on the Project site that exceed the EPA threshold limits for human exposure, a report of the findings and a Removal Action Plan (RAW) shall be prepared by a qualified licensed professional (retained by the applicant and approved by the City) and submitted to the California Department of Toxic Substances (DTSC) or other appropriate agency for review and approval. The report shall outline the procedures for removing contaminated soils from the Project site down to the level of contamination and for off-site disposal by a licensed contractor at a facility that accepts such contaminated soil. Soil shall not be reused on the Project site and new soil shall be imported from off site and used on the site during Project construction. This measure shall be implemented to the satisfaction of the DTSC and the City of Riverside Community Development Director or designee, and/or Building and Safety Division or designee.
13. **Mitigation Measure CUL-2:** Prior to the issuance of the first grading permit, evidence shall be provided to the City's 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.
14. **Mitigation Measure TRI-1:** Prior to grading permit issuance, if there are any changes to project site design and/or proposed grades, the Applicant and the City shall contact consulting tribes to provide an electronic copy of the revised plans for review. Additional consultation shall occur between the City, developer/applicant, and consulting tribes to discuss any proposed changes and review any new impacts and/or potential avoidance/preservation of the cultural resources on the project site. The City and the developer/applicant shall make all attempts to avoid and/or preserve in place as many cultural and paleontological resources as possible that are located on the project site if the site design and/or proposed grades should be revised. In the event of inadvertent discoveries of archaeological resources, work shall temporarily halt until agreements are executed with consulting tribe, to provide tribal monitoring for ground disturbing activities.
15. **Mitigation Measure TRI-4: Cultural Sensitivity Training:** The Secretary of Interior Standards County certified archaeologist and Native American monitors shall attend the pre-grading meeting with the developer/permit holder's contractors to provide Cultural Sensitivity Training for all construction personnel. This shall include the procedures to be followed during ground disturbance in sensitive areas and protocols that apply in the event that unanticipated resources are discovered. Only construction personnel who have received this training can conduct construction and disturbance activities in sensitive areas. A sign-in sheet for attendees of this training shall be included in the Phase IV Monitoring Report.

16. A 40-scale precise grading plan shall be submitted to the Planning Division and include the following notes:

- 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. The project contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards;
  - iii. A 15 mile per hour speed limit shall be enforced on unpaved portions of the construction site.
  - iv. All grading activities shall be suspended when wind speeds exceed 25 miles per hour.
  - v. 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;
  - vi. Streets shall be swept at the end of the day if visible soil material is carried onto adjacent paved public roads;
  - vii. Trucks and other equipment leaving the site shall be washed;
  - viii. Ground cover in disturbed areas shall be replaced immediately after construction; and
  - ix. Disturbed/loose soil shall be kept moist at all times.
  - x. Grading Plans shall incorporate a band of decorative paving at the intersection of each main project driveway .

*Prior to Precise Grading Permit Issuance:*

17. Tract Map No. 37732 shall be recorded.

*During Grading and Construction Activities:*

18. **Mitigation Measure BIO-8: Construction/Post-Construction Best Management Practices.** Construction/Post-Construction Best Management Practices (BMPs) detailed in the Final Water Quality Management Plan (WQMP) shall be implemented. Such BMPs shall be implemented to maintain the quality of water runoff emanating from the Project site during construction and post-construction activities.

19. **Mitigation Measure CUL-3:** If human remains are discovered/uncovered/encountered during Project construction activities, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner shall be notified by the City of Riverside of the find immediately. If the remains are determined to be Native American, the County Coroner shall notify the NAHC, which will determine and notify an MLD. With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of notification by the NAHC. The MLD will have the opportunity to offer recommendations for the disposition of the remains
20. **Mitigation Measure TRI-3: Treatment and Disposition of Cultural Resources:** In the event that Native American cultural resources are inadvertently discovered during the course of grading for this project, the following procedures will be carried out for treatment and disposition of the discoveries:
- a) **Consulting Tribes Notified:** within 24 hours of discovery, the consulting tribe(s) shall be notified via email and phone. The developer shall provide the city evidence of notification to consulting tribes. Consulting tribe(s) will be allowed access to the discovery, in order to assist with the significance evaluation.
  - b) **Temporary Curation and Storage:** During the course of construction, all discovered resources shall be temporarily curated in a secure location on site or at the offices of the project archaeologist. The removal of any artifacts from the project site will need to be thoroughly inventoried with tribal monitor oversight of the process; and
  - c) **Treatment and Final Disposition:** The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and non-human remains as part of the required mitigation for impacts to cultural resources. The Applicant shall relinquish the artifacts through one or more of the following methods and provide the City of Riverside Community and Economic Development Department with evidence of same:
    - i. Accommodate the process for on-site reburial of the discovered items with the consulting Native American tribes or bands. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloging and basic recordation have been completed;
    - ii. A curation agreement with an appropriate qualified repository within Riverside County that meets federal standards per 36 CFR Part 79 and therefore will be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation;
    - iii. If more than one Native American tribe or band is involved with the project and cannot come to a consensus as to the disposition of cultural materials, they shall be curated at the Western Science Center or Museum of Riverside by default; and
    - iv. At the completion of grading, excavation, and ground-disturbing activities on the site, a Phase IV Monitoring Report shall be submitted to the City documenting monitoring activities conducted by the project archaeologist and Native Tribal Monitors within 60 days of completion of grading. This report shall document the impacts to the

known resources on the property; describe how each mitigation measure was fulfilled; document the type of cultural resources recovered and the disposition of such resources; provide evidence of the required cultural sensitivity training for the construction staff held during the required pre-grade meeting; and, in a confidential appendix, include the daily/weekly monitoring notes from the archaeologist. All reports produced will be submitted to the City of Riverside, Eastern Information Center, and consulting tribes.

21. 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.
22. 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.
23. The Construction Contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site.
24. 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.
25. The applicant shall be responsible for erosion and dust control during construction phases of the project.
26. 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 Issuance of a Demolition Permit:*

27. **Mitigation Measure HAZ-3:** Prior to issuance of a demolition permit, an LBM and ACM survey shall be completed for demolition of the on-site shed/stable. A report of findings shall be submitted to the City of Riverside Community Development Director or designee, and/or Building and Safety Division, or designee. If the ACM survey is negative and if the LBM survey reveals lead levels below 0.06 milligram per square centimeter or 600 parts per million pursuant to Code of Federal Regulations Chapter 29, Section 1926.62 and Title 8, California Code of Regulations Section 1532.1, no further survey or remedial work is required. However, if ACM are identified within the shed/stable proposed for demolition, **Mitigation Measure HAZ-3** shall apply. Furthermore, if lead levels at or above 0.06 milligram per square centimeter or 600 parts per million are identified, **Mitigation Measure HAZ-4** shall apply. This measure shall be implemented to the satisfaction of the City of Riverside Community Development Director or designee, and/or Building and Safety Division, or designee
28. **Mitigation Measure HAZ-4:** Prior to issuance of a demolition permit for any structure identified to contain ACM, all ACM shall be abated from the demolition site. An Asbestos Notification shall be prepared and submitted to the South Coast Air Quality Management District (SCAQMD) for approval before any asbestos abatement may commence. An asbestos construction and demolition plan shall be provided to the City of Riverside prior to the issuance of a demolition permit. The contractor shall provide disposal tickets from an SCAQMD-approved disposal facility and air clearances prior to final inspection. This measure shall be



implemented to the satisfaction of the City of Riverside Community Development Director or designee, and/or Building and Safety Division, or designee.

29. **Mitigation Measure HAZ-5:** Prior to issuance of a demolition permit for any structure identified to contain LBMs, all LBMs shall be abated from the demolition site. A lead construction and demolition plan shall be provided to the City of Riverside prior to the issuance of a demolition permit. The contractor shall provide disposal tickets from an SCAQMD-approved disposal facility and air clearances prior to final inspection. This measure shall be implemented to the satisfaction of the City of Riverside Community Development Director or designee, and/or Building and Safety Division, or designee

*Prior to Building Permit Issuance*

30. **Mitigation Measure BIO-3:** The Project Applicant shall retain a qualified biologist to conduct a 30-day pre-construction survey for burrowing owl. The results of the single one-day survey shall be submitted to the City prior to obtaining a grading permit. If burrowing owl are not detected during the pre-construction survey, no further mitigation is required. If burrowing owl are detected during the pre-construction survey, the Project Applicant and a qualified consulting biologist will be required to prepare and submit for approval a burrowing owl-relocation program.
31. **Mitigation Measure BIO-4:** In accordance with MSHCP provisions limiting the use of exotic and invasive plant species, the Project's landscape plan shall exclude invasive species such as, but not limited to crimson fountain grass (*Pennisetum setaceum*), pampas grass (*Cortaderia selloana*), giant reed (*Arundo donax*), tree of heaven (*Ailanthus altissima*), eucalyptus, and other ornamental landscape elements on the list of exotic invasive plants utilized by the Riverside Conservation Authority which have the potential to spread into adjoining, downstream, or nearby areas.
32. **Mitigation Measure BIO-5:** The Project Applicant shall demonstrate to the City of Riverside that applicable federal and State resource agency permits have been obtained, or that authorization from the agency is not required. These agencies include: U.S. Army Corps of Engineers, California Department of Fish and Wildlife, and the Santa Ana Regional Water Quality Control Board
33. **Mitigation Measure TRA-1:** The Project Applicant shall pay a Project Fair Share fee of 0.16 percent of the \$61,583,924.03 total cost toward the City's bicycle and pedestrian projects and mitigation bank study. The Project Fair Share Cost equates to \$97,078.68 and shall be paid to the City of Riverside by the Project Applicant. The mitigation amount is a maximum and shall be confirmed by the City of Riverside prior to payment. The project will pay the required fair share contribution by the date of issuance of the first grading permit or within one year of entitlement, whichever comes first.
34. Construction plans submitted for Plan Check review shall include a copy of these Conditions of Approval.
35. 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.

36. **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. The following shall be included:
- a) All landscaping fronting onto the perimeter streets shall consist of tiered plant materials, subject to Planning Staff review and approval.
37. **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:*

38. 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 the project planner to schedule the final inspection at least one week prior to needing the release of utilities.

*Standard Conditions:*

39. 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.
40. Planned Residential Development permits, Design Review and Variance, 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.

**PLEASE BE ADVISED THAT THE APPLICANT WILL NOT BE NOTIFIED BY THE PLANNING DIVISION ABOUT THE PENDING EXPIRATION OF THE SUBJECT ENTITLEMENT.**

41. 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.
42. 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.

43. 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**

44. 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. 2016 California Residential Code, Section R313, 2016 California Fire Code, Section 903.2.8 or Riverside Municipal Code, Section 16.32.335.

Minimum of a 1-inch water meter.

45. Requirements for construction shall follow the currently adopted California Building Code and California Fire Code with City of Riverside amendments.
46. Construction plans shall be submitted and permitted prior to construction.
47. Fire Department access shall be maintained during all phases of construction.
48. 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.
49. The Fire Department access roadway shall meet the 80,000-pound load and all-weather surface. Any alternate methods to meet the 80,000-pound load shall be reviewed and approved by the Fire Department. The turning radius shall meet the minimum required 28' inside radius and 48' outside radius.

#### **Parks, Recreation & Community Services**

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

#### **Public Works – Land Development**

51. 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.
52. Installation of curb and gutter at 32 feet from monument centerline, sidewalk, and matching paving on Mariposa Road to Public Works specifications.
53. Installation of curb and gutter at 20 feet from monument centerline, sidewalk, and matching paving on Lurin Avenue to Public Works specifications.
54. Installation of curb and gutter at 32 feet from monument centerline, sidewalk, and matching paving on Barton Avenue to Public Works specifications.

**Advisory:** Project to have sewer service provided by WMWD, will serve letter required.

55. Off-site improvement plans to be approved by Public Works prior to map recordation.

56. A surety prepared by Public Works to be posted to guarantee the required off-site improvements prior to map recordation.
57. Storm Drain construction will be contingent on engineer's drainage study.
58. 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.

59. 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.
60. 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.
61. 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.

62. 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
63. On all plans, provide linear footage labels along all parcel lines. PLANT 24" box size Trees (species TBD) in PUBLIC RIGHT-OF-WAY between curb and sidewalk with root barriers along all hardscape and deep root automatic irrigation system. Schedule site inspection after fine grading and hardscape installation is completed at least two working days prior, for Tree Inspector to determine precise locations for new plantings. No planting to occur prior to scheduled site inspection. Planting, staking, irrigation, root barriers to Landscape & Forestry specifications.
64. Size, number, and location of driveways to Public Works specifications.
65. Full improvement of interior streets based on private residential street standards.

#### **Public Utilities – Electric**

66. 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.
67. The provision of utility easements, water, streetlights, and electrical underground and/or overhead facilities and fees in accordance with the rules and regulations of the appropriate surveyor.
68. 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.
69. Developer is responsible for all trenching, installation of conduit and sub-structures required to provide power to the site. In addition to installing streetlights, stub & cap spare conduits along property frontage.
70. Plot existing electrical distribution facilities on the original site plan.
71. Extend underground primary backbone system to site.
72. Provide electrical easements per underground utility design. Easements will be acquired during the electric design process.
73. A more decorative private streetlight can be provided by developer but will be required be metered. RPU will provide an electric service to a meter pedestal.
74. If developer decides to go with RPU standard streetlights, they will be billed at appropriate rate per light (unmetered billing for energy and maintenance).
75. New transformer shall be pad mounted. Provide space for transformers, switches, and pad-junction cabinets.

76. If Photovoltaic (PV) systems are installed, RPU will require separate PV production meters for each service.

**Riverside Transit Agency**

77. A sidewalk in compliance with American Disabilities Act requirements shall be provided on Lurin Avenue and Barton Street.

CITY OF RIVERSIDE DEVELOPMENT  
INDEMNIFICATION AGREEMENT  
P \_\_\_\_\_

THIS INDEMNIFICATION AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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 located at \_\_\_\_\_, within the City of Riverside, County of Riverside, State of California ("Property"). 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. \_\_\_\_\_, consisting of a proposal to \_\_\_\_\_, on the Property ("Project").

C. As a condition of approval to Planning Case No. \_\_\_\_\_, 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. \_\_\_\_\_ and shall terminate one year after the satisfaction of all required conditions under said Planning Case or upon the expiration of any statute of limitations to challenge the Project, whichever is later.

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 any related decision, or the adoption of any California Environmental Quality Act Documents or any other environmental documents which relate to the Project. This indemnification shall include, but is not limited to, all damages, costs, expenses, settlements, attorney fees or expert witness fees that may be awarded to the prevailing party, or agreed to in a settlement, 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's Planning Division and has provided to the City Planner 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 the Riverside County Superior Court, 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:  
City Attorney

By\_\_\_\_\_

Rev: June 2020