

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

2013



FROM: TLMA – Planning Department

SUBMITTAL DATE:  
August 26, 2014

**SUBJECT: GENERAL PLAN AMENDMENT NO. 925 and RESOLUTION AMENDING THE RIVERSIDE COUNTY GENERAL PLAN** – Approval of Indemnification Agreement, Intent to Adopt a Mitigated Negative Declaration - Applicant: Lubec Properties, LLC and others - Third/Third Supervisorial District - Location: Northerly of Pat Road, southerly of Scott Road, easterly of Leon Road and westerly of Pourroy Road. REQUEST: The General Plan Amendment proposes to amend the General Plan Foundation Component of the subject site from Rural to Community Development and the Land Use Designation for the subject properties within the application from Rural: Rural Residential (R:RR) (5 Acre Minimum Lot Size) to Community Development: Estate Density Residential (CD:EDR)(2 Acre Minimum) and Low Density Residential (CD:LDR) (1/2 Acre Minimum Lot Size), and a requirement that all lots south of Keller Road include an additional buffer that shall feature reverse frontage lots onto Keller Road and an enhanced setback of 30 feet with enhanced landscaping.

RECOMMENDED MOTIONS:

(CONTINUED ON NEXT PAGE)

JCP:ms

Juan C Perez  
TLMA Director/ Interim Planning  
Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	
SOURCE OF FUNDS: Deposit based funds				Budget Adjustment: N/A	
				For Fiscal Year: N/A	

C.E.O. RECOMMENDATION:

APPROVE

BY:

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- ☐ A-30  
☐ Positions Added  
☐ 4/5 Vote  
☐ Change Order

Prev. Agn. Ref.:

District: 3/3

Agenda Number:

16-3

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: General Plan Amendment No. 925 and Resolution Amending the Riverside County General Plan**

**DATE:** August 26, 2014

**PAGE:** Page 2 of 5

1. **APPROVE** and authorize the Chairman to execute the attached Indemnification Agreement between the County of Riverside and the participating property owners; and,

The Planning Commission recommends that the Board of Supervisors:

2. **ADOPT** a **MITIGATED NEGATIVE DECLARATION** for **ENVIRONMENTAL ASSESSMENT NO. 41748**, based on the findings incorporated in the initial study and the conclusion that the project will not have a significant effect on the environment; and,
3. **APPROVE GENERAL PLAN AMENDMENT NO. 925**, amending the General Plan Foundation Component of the subject site from Rural to Community Development and the Land Use Designation for the subject properties within the application from Rural: Rural Residential (R:RR) (5 Acre Minimum Lot Size) to Community Development: Estate Density Residential (CD:EDR)(2 Acre Minimum) and Low Density Residential (CD:LDR) (1/2 Acre Minimum Lot Size), and a requirement that all lots south of Keller Road include an additional buffer that shall feature reverse frontage lots onto Keller Road and an enhanced setback of 30 feet with enhanced landscaping in accordance with the revised General Plan Land Use Exhibit No. 7; based on the findings and conclusions incorporated in the staff report; and,
4. **ADOPT RESOLUTION NO. 2014 - 223 AMENDING THE RIVERSIDE COUNTY GENERAL PLAN (Third Cycle General Plan Amendments for 2014)** in accordance with the Board's actions taken on GENERAL PLAN AMENDMENT NO. 925 amending the existing Southwest Area Plan (SWAP).

Alternatively, the Planning Department recommends that the Board of Supervisors:

1. **APPROVE** and authorize the Chairman to execute the attached Indemnification Agreement between the County of Riverside and the participating property owners ; and,
2. **ADOPT** a **MITIGATED NEGATIVE DECLARATION** for **ENVIRONMENTAL ASSESSMENT NO. 41748**, based on the findings incorporated in the initial study and the conclusion that the project will not have a significant effect on the environment; and,
3. **APPROVE GENERAL PLAN AMENDMENT NO. 925**, amending the General Plan Foundation Component of the subject site from Rural to Community Development and the Land Use Designation for the subject properties within the application from Rural: Rural Residential (R:RR) (5 Acre Minimum Lot Size) to Community Development: Estate Density Residential (CD:EDR)(2 Acre Minimum) and Low Density Residential (CD:LDR) (1/2 Acre Minimum Lot Size), and a requirement that all lots south of Keller Road include an additional buffer that shall feature reverse frontage lots onto Keller Road and an enhanced setback of 30 feet with enhanced landscaping in accordance with the revised General Plan Land Use Exhibit No. 9; based on the findings and conclusions incorporated in the staff report; and,
5. **ADOPT RESOLUTION NO. 2014 - 225 AMENDING THE RIVERSIDE COUNTY GENERAL PLAN (Third Cycle General Plan Amendments for 2014)** in accordance with the Board's actions taken on GENERAL PLAN AMENDMENT NO. 925 amending the existing Southwest Area Plan (SWAP).

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: General Plan Amendment No. 925 and Resolution Amending the Riverside County General Plan**

**DATE:** August 26, 2014

**PAGE:** Page 3 of 5

**BACKGROUND:**

The application as proposed requested a General Plan Amendment to amend the General Plan Foundation Component of the subject site from Rural to Community Development and the General Plan Land Use designation of the subject site from Rural Residential (R:RR) (5 Acre Minimum Lot Size) to Low Density Residential (CD:LDR) (1/2 Acre Minimum Lot Size).

**Revised Project Description**

The project description, pursuant to the direction of the Planning Commission, is being revised by staff to read the following:

The General Plan Amendment proposes to change the the General Plan Foundation Component of the subject site from Rural to Community Development and the Land Use Designation for the subject property from Rural: Rural Residential (R:RR) (5 Acre Minimum Lot Size) to Community Development: Estate Density Residential (CD:EDR)(2 Acre Minimum), and Low Density Residential (CD:LDR) (1/2 Acre Minimum Lot Size), and a requirement that all lots south of Keller Road include an additional buffer that shall feature reverse frontage lots onto Keller Road and an enhanced setback of 30 feet with enhanced landscaping.

This revised description is reflected in the recommendations above. The revised project description is consistent with the analysis in the Environmental Assessment (EA) and conclusions of the Mitigated Negative Declaration because the revised project description is less intensive than the project as analyzed in the EA.

**Initiation**

The General Plan Initiation Process (GPIP) was before the Planning Commission on February 3, 2010 and before the Board of Supervisors on May 18, 2011. The project was initiated by the Board. Staff supported the initiation throughout the process.

**Planning Commission Hearing summary**

The first Planning Commission hearing was on June 18, 2014. The Commission continued the item requesting a community meeting be held.

On July 8, 2014 a Community Meeting was held. Commissioner John Petty, the applicant, planning staff, and approximately 50 people attended the meeting. The intent of the meeting was for additional community input.

On July 16, 2014 the second Planning Commission hearing was held. The item was continued with direction to schedule a meeting between representatives of the opposition, the applicant's representative, planning staff, and Commissioner John Petty. Two meetings were held.

The third and final Planning Commission hearing was held on August 20, 2014. The Commission, by a 5-0 vote, recommended that the Board approve the project, as modified by the Commission. That recommendation is elaborated below.

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: General Plan Amendment No. 925 and Resolution Amending the Riverside County General Plan**

**DATE:** August 26, 2014

**PAGE:** Page 4 of 5

**Planning Commission Recommendation (Exhibit 7)**

The Planning Commission suggested changes to the proposed project which are reflected on the attached Exhibit No. 7. Additionally, the Commission (by a 5-0 vote) recommended the following modifications to the project:

1. The Project properties north of Keller Road be changed to Community Development: Estate Density Residential (CD:EDR)(2 Acre Minimum); and all parcels within the application south of Keller Road be changed to Community Development: Low Density Residential (CD:LDR) (1/2 acre minimum lot size).
2. The Commission also recommended the inclusion of a buffer on the south side of Keller Road. The Commission was concerned with the transition between the proposed Low Density Residential (1/2 acre minimum) south of Keller Road and the larger Estate Density Residential (2 acre minimum) north of Keller Road. The compromise was the inclusion of a buffer requirement, more specifically a requirement that all lots south of Keller Road include an additional buffer that shall feature reverse frontage lots onto Keller Road and an enhanced setback of 30 feet with enhanced landscaping. This requirement has been added to the revised project description contained in this Form 11 and represented graphically on Exhibits 7 and 9.

**Additional Items for Consideration**

1. **Adding Properties to the GPA (Exhibit 8)**

During the August 20th public hearing, Commissioner Petty discussed including additional properties in the proposed project. He raised the concern of creating "islands" and discontinuous land use patterns. He indicated that including adjacent properties to the project would result in better planning. The attached Exhibit 8 was prepared to illustrate Commissioner Petty's comments. There is a concern that adding properties to the project at this time may impact the project's Mitigated Negative Declaration. If the Board desires to change these properties' General Plan Foundation Components and land use designations, it may be done during the County's 2016 General Plan Review Cycle.

2. **Alternative Department Recommendation (Exhibit 9)**

In preparation for the Board of Supervisors hearing, Planning Staff requested that the property owners enter into the attached indemnification agreement. The indemnification agreement clarifies that the property owners will be responsible for all costs and fees associated with any potential litigation resulting from the County's approval of the project, should the project be approved. Normally these matters are addressed through conditions of approval on a project; however, General Plan Amendments do not have conditions of approval so a stand-alone agreement is needed.

Three of the original 25 property owners did not sign the indemnification agreement. It is the opinion of the Department that any party not entering into the indemnification agreement should be removed from the project. Additionally, one of the property owners has requested to be removed from the application since the Planning Commission hearing. As such, staff has prepared General Plan Land Use Exhibit No. 9. This exhibit shows the property remaining in the application after all property requested to be removed by the owners has been removed. Exhibit 9 also removes the property owned by those who did not sign the indemnification agreement. Exhibit 9, therefore, is the Department's alternative recommendation and reflects the Planning Commission's modifications and the final properties to be included in GPA No. 925.

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: General Plan Amendment No. 925 and Resolution Amending the Riverside County General Plan**

**DATE:** August 26, 2014

**PAGE:** Page 5 of 5

3. Applicants removed from the project (Exhibit 10)

Staff has also prepared Exhibit 10 as a reference to show which properties have been removed and why they were removed.

**Impact on Citizens and Businesses**

The impacts of this project have been evaluated through the environmental review and public hearing process by Planning staff and the Planning Commission Hearing.

**ATTACHMENTS:**

- A. June 18, 2014 Planning Commission Staff Report (there were no staff reports for the July 16, or August 20, 2014 hearings)
- B. June 18, 2014 Memo to Planning Commission with attached letters
- C. July 16, 2014 Memo to Planning Commission with attached letters
- D. August 20, 2014 Memo to Planning Commission with attached letters
- E. Exhibit 7 Planning Commission's Recommendation
- F. Exhibit 8 Potential Additional Properties
- G. Exhibit 9 Department's Alternative Recommendation
- H. Exhibit 10 Removed Properties

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



FROM: TLMA – Planning Department

SUBMITTAL DATE:  
October 28, 2014

**SUBJECT: GENERAL PLAN AMENDMENT NO. 925** – Intent to Adopt a Mitigated Negative Declaration - Applicant: Lubec Properties, LLC and others - Third/Third Supervisorial District - Location: Northerly of Pat Road, southerly of Scott Road, easterly of Leon Road and westerly of Pourroy Road. REQUEST: The General Plan Amendment proposes to amend the General Plan Foundation Component of the subject site from Rural to Community Development and the General Plan Land Use designation of the subject site from Rural Residential (R:RR) (5 Acre Minimum Lot Size) to Low Density Residential (CD:LDR) (1/2 Acre Minimum Lot Size)

**RECOMMENDED MOTION:**

1. **APPROVE** and authorize the Chairman to execute the attached Indemnification Agreement between the County of Riverside and the participating property owners ; and,

(CONTINUED ON NEXT PAGE)

JCP:ms

Juan C Perez  
TLMA Director/ Interim Planning  
Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	
SOURCE OF FUNDS: Deposit based funds				Budget Adjustment:	N/A
				For Fiscal Year:	N/A

**C.E.O. RECOMMENDATION:**

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- ☐ A-30      ☐ Positions Added  
☐ 4/5 Vote      ☐ Change Order

Prev. Agn. Ref.:

District: 3/3

Agenda Number:



**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FORM 11: General Plan Amendment No. 925**

**DATE:** August 26, 2014

**PAGE:** Page 2 of 5

The Planning Commission recommends that the Board of Supervisors:

2. **ADOPT** a **MITIGATED NEGATIVE DECLARATION** for **ENVIRONMENTAL ASSESSMENT NO. 41748**, based on the findings incorporated in the initial study and the conclusion that the project will not have a significant effect on the environment; and,
3. **TENTATIVELY APPROVE GENERAL PLAN AMENDMENT NO. 925**, amending the General Plan Foundation Component of the subject site from Rural to Community Development and the Land Use Designation for the subject properties within the application from Rural: Rural Residential (R:RR) (5 Acre Minimum Lot Size) to Community Development: Estate Density Residential (CD:EDR)(2 Acre Minimum) and Low Density Residential (CD:LDR) (1/2 Acre Minimum Lot Size), and a requirement that all lots south of Keller Road include an additional buffer that shall feature reverse frontage lots onto Keller Road and an enhanced setback of 30 feet with enhanced landscaping in accordance with the revised General Plan Land Use Exhibit No. 7; based on the findings and conclusions incorporated in the staff report, pending final adoption of the Resolution by the Board of Supervisors.

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# **SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FORM 11: General Plan Amendment No. 925**

**DATE:** August 26, 2014

**PAGE:** Page 3 of 5

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**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FORM 11: General Plan Amendment No. 925**

**DATE:** August 26, 2014

**PAGE:** Page 4 of 5

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**ATTACHMENTS:**

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- B. June 18, 2014 Memo to Planning Commission with attached letters**
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**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FORM 11: General Plan Amendment No. 925**

**DATE:** August 26, 2014

**PAGE:** Page 5 of 5

- E.     Exhibit 7 Planning Commission's Recommendation**
- F.     Exhibit 8 Potential Additional Properties**
- G.     Exhibit 9 Department's Alternative Recommendation**
- H.     Exhibit 10 Removed Properties**



**PLANNING COMMISSION  
MINUTE ORDER  
AUGUST 20, 2014**

**I. AGENDA ITEM 2.1**

**GENERAL PLAN AMENDMENT NO. 925** – Adopt a Mitigated Negative Declaration - Applicant: Lubec Properties, LLC - Third/Third Supervisorial District - Location: Northerly of Pat Road, southerly of Scott Road, easterly of Leon Road and westerly of Pourroy. (Legislative)

**II. PROJECT DESCRIPTION:**

The General Plan Amendment proposes to amend the General Plan Foundation Component of the subject site from Rural to Community Development and the General Plan Land Use designation Rural Residential (RUR:RR) (5 Acre Minimum Lot Size) to Low Density Residential (CD:LDR) (1/2 Acre Minimum Lot Size). Continued from June 18, 2014.

**III. MEETING SUMMARY:**

The following staff presented the subject proposal:

Project Planner: Matt Straite at (951) 955-8631 or email [mstraite@rctlma.org](mailto:mstraite@rctlma.org).

Spoke in favor of the proposed project:

- Dave Jeffers, Representative
- Andy Domenigoni, Neighbor

Spoke in opposition of the proposed project:

- Dennis Tuffin, Neighbor, 34155 Winchester Rd., Winchester 92596 (951) 897-5713
- Grant Becklund, Neighbor, 30911 Garbani Rd., Winchester 92596 (951) 288-0601

**IV. CONTROVERSIAL ISSUES:**

None

**V. PLANNING COMMISSION ACTION:**

PUBLIC HEARING IS **CLOSED**

Motion by Commissioner Petty, 2<sup>nd</sup> by Commissioner Sloman

A vote of 5-0

**APPROVED PLANNING COMMISSION RESOLUTION NO. 2014-03**; and,

**RECOMMENDS TO THE BOARD OF SUPERVISORS TAKE THE FOLLOWING ACTIONS:**

- **ADOPTION OF A MITIGATED NEGATIVE DECLARATION**; and,
- **APPROVAL OF GENERAL PLAN AMENDMENT NO. 925** as modified at hearing and subject to the adoption of the resolution.

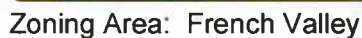
**CD** The entire discussion of this agenda item can be found on CD. For a copy of the CD, please contact Mary Stark, TLMA Commission Secretary, at (951) 955-7436 or email at [mcstark@rctlma.org](mailto:mcstark@rctlma.org).



**GPA00925**

## RECOMMENDED GENERAL PLAN

Exhibit 7



Author: Vinnie Nguyen



DISCLAIMER: On October 7, 2003, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different types of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department offices in Riverside at (951) 955-3200 (Western County), or in Indio at (760) 863-8277 (Eastern County) or website at <http://www.ltrm.co.riverside.ca.us/index.htm>





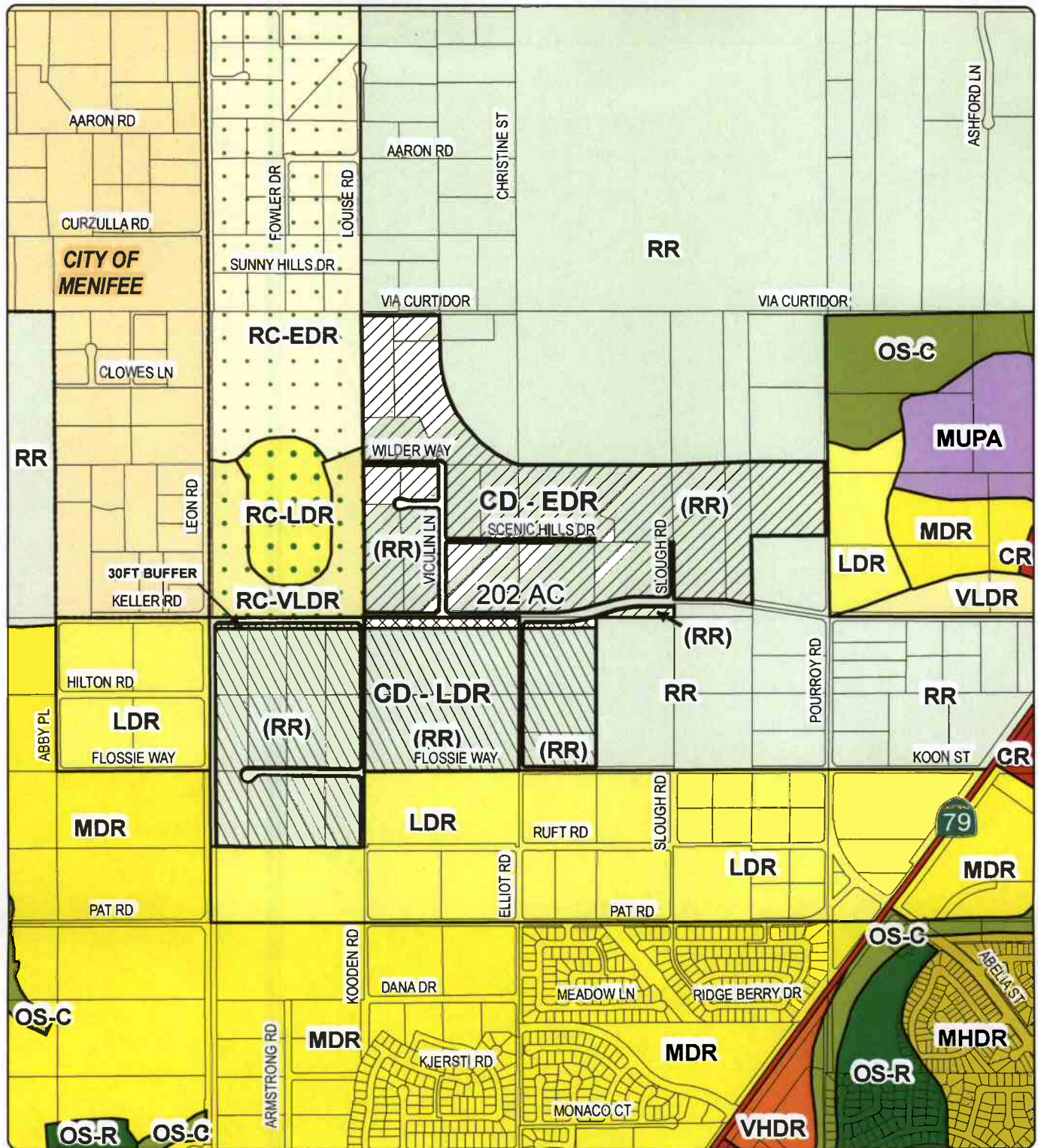
# RIVERSIDE COUNTY PLANNING DEPARTMENT

**GPA00925**

## RECOMMENDED GENERAL PLAN

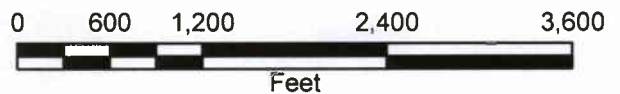
Supervisor Stone  
District: 3

Date Drawn: 09/11/2014  
Exhibit 8



Zoning Area: French Valley

Author: Vinnie Nguyen



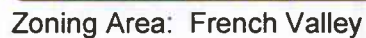
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**GPA00925**

## RECOMMENDED GENERAL PLAN

## Exhibit 9



Author: Vinnie Nguyen



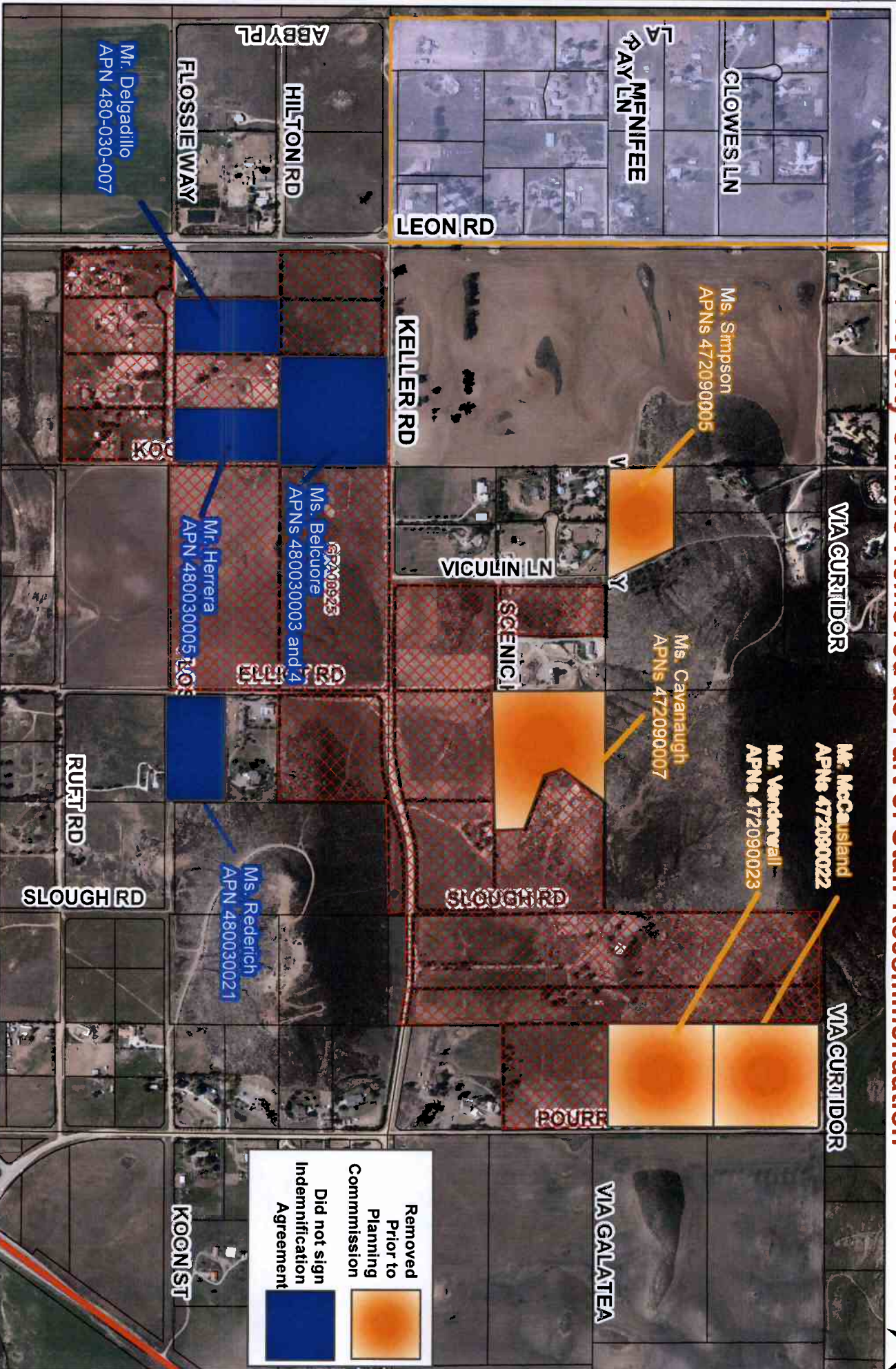
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# RIVERSIDE COUNTY PLANNING DEPARTMENT GPA925

## Property Owners Removed as Part of Staff Recommendation



Removed  
Prior to  
Planning  
Commission

Did not sign  
Indemnification  
Agreement

## INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT ("Agreement"), made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY"), and the undersigned property owners (collectively, "PROPERTY OWNER"), relating to the PROPERTY OWNER's indemnification of the COUNTY under the terms set forth herein:

### WITNESSETH:

**WHEREAS**, the PROPERTY OWNER has a legal interest in certain real property in the County of Riverside described as Assessor's Parcel Numbers 472-090-007, 472-090-010, 472-090-017, 472-090-018, 472-090-019, 472-090-020, 472-090-021, 472-090-022, 472-090-023, 472-090-024, 472-090-026, 480-030-001, 480-030-002, 480-030-003, 480-030-004, 480-030-005, 480-030-006, 480-030-007, 480-030-009, 480-030-010, 480-030-011, 480-030-012, 480-030-014, 480-030-015, 480-030-019, 480-030-021 ("PROPERTY"); and,

**WHEREAS**, on February 7, 2008, Lubec Properties, LLC, a California limited liability company ("APPLICANT") filed an application for General Plan Amendment No. 925 ("PROJECT") on behalf of PROPERTY OWNER; and,

**WHEREAS**, judicial challenges of projects requiring discretionary approvals, including, but not limited to, California Environmental Quality Act determinations, are costly and time consuming. Additionally, project opponents often seek an award of attorneys' fees in such challenges; and,

**WHEREAS**, since property owners are the primary beneficiaries of such approvals, it is appropriate that such owners bear the expense of defending against any such judicial challenge, and bear the responsibility of any costs, attorneys' fees and damages which may be awarded to a successful challenger; and,

**WHEREAS**, in the event a judicial challenge is commenced against the PROJECT, the COUNTY has requested and the PROPERTY OWNER has agreed to defend, indemnify and hold harmless the COUNTY, its agents, officers, or employees from any claim, action or proceeding against the COUNTY, its agents, officers, or employees to attack, set aside, void or annul any approval of the COUNTY, its advisory agencies, appeal boards, or legislative body concerning the PROJECT or its associated environmental documentation ("LITIGATION"); and,

**WHEREAS**, this Agreement is entered into by the COUNTY and PROPERTY OWNER to establish specific terms concerning PROPERTY OWNER'S indemnification obligation for the PROJECT.



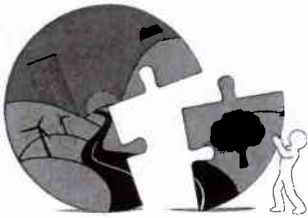
NOW, THEREFORE, it is mutually agreed between COUNTY and PROPERTY OWNER as follows:

1. **Indemnification.** PROPERTY OWNER, at its own expense, shall defend, indemnify and hold harmless the COUNTY, its agents, officers, and employees from and against any claim, action or proceeding brought against the COUNTY, its agents, officers, and employees to attack, set aside, void or annul any approval of the PROJECT including any associated costs, damages, and expenses including, but not limited to, costs associated with Public Records Act requests submitted to the COUNTY related to the PROJECT and an award of attorneys' fees and costs incurred or arising out of the above-referenced claim, action or proceeding brought against the COUNTY ("Indemnification Obligation.")

2. **Defense Cooperation.** PROPERTY OWNER and the COUNTY shall reasonably cooperate in all aspects of the LITIGATION. Except as set forth in Section 7 below, nothing contained in this Agreement, however, shall be construed to limit the discretion of COUNTY, in the interest of the public welfare, to settle, defend, appeal or to decline to settle or to terminate or forego defense or appeal of the LITIGATION. It is also understood and agreed that all litigation pleadings are subject to review, revision and approval by COUNTY's Office of County Counsel. The COUNTY shall promptly notify PROPERTY OWNER of any LITIGATION and the parties shall fully cooperate in the defense.

3. **Representation and Payment for Legal Services Rendered.** COUNTY shall have the absolute right to approve any and all counsel retained to defend COUNTY in the LITIGATION. PROPERTY OWNER shall pay the attorneys' fees and costs of the legal firm retained by APPLICANT to represent the COUNTY in the LITIGATION. Failure by PROPERTY OWNER to pay such attorneys' fees and costs may be treated as an abandonment of the PROJECT and as a default under this Agreement.

4. **Payment for COUNTY's LITIGATION Costs.** Payment for COUNTY's costs related to the LITIGATION shall be made on a deposit basis. LITIGATION costs include any associated costs, fees, damages, and expenses as further described in Section 1 herein as Indemnification Obligation. Within thirty (30) days of receipt of notice from COUNTY that LITIGATION has been initiated against the PROJECT, PROPERTY OWNER shall initially deposit with the COUNTY's Planning Department the total amount of Twenty Thousand Dollars (\$20,000). PROPERTY OWNER shall deposit with COUNTY such additional amounts as COUNTY reasonably and in good faith determines, from time to time, are necessary to cover costs and expenses incurred by the COUNTY, including but not limited to, the Office of County Counsel, Riverside County Planning Department and the Riverside County Clerk of the Board associated with the LITIGATION. Within ten (10) days of written notice from COUNTY, PROPERTY



# RIVERSIDE COUNTY PLANNING DEPARTMENT

**Juan C. Perez**  
*Interim Planning Director*

**DATE: October 20, 2014**

**TO: Clerk of the Board of Supervisors**

**FROM: Planning Department - Riverside Office**

**SUBJECT: General Plan Amendment No. 925**

**(Charge your time to these case numbers)**

**The attached item(s) require the following action(s) by the Board of Supervisors:**

- |   |  |
|---|--|
| <input type="checkbox"/> Place on Administrative Action (Receive & File; EOT)                   | <input checked="" type="checkbox"/> Set for Hearing (Legislative Action Required; CZ, GPA, SP, SPA)        |
| <input type="checkbox"/> Labels provided If Set For Hearing                                     | <input checked="" type="checkbox"/> Publish in Newspaper:  |
| <input type="checkbox"/> 10 Day <input type="checkbox"/> 20 Day <input type="checkbox"/> 30 day | (3rd Dist) Press Enterprise and The Californian  |
| <input type="checkbox"/> Place on Consent Calendar  | <input checked="" type="checkbox"/> Mitigated Negative Declaration   |
| <input type="checkbox"/> Place on Policy Calendar (Resolutions, Ordinances; PNC)                | <input type="checkbox"/> 10 Day <input checked="" type="checkbox"/> 20 Day <input type="checkbox"/> 30 day |
| <input type="checkbox"/> Place on Section Initiation Proceeding (GPIP)                          | <input checked="" type="checkbox"/> Notify Property Owners (app/agencies/property owner labels provided)   |
|   | Controversial: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                         |

**Designate Newspaper used by Planning Department for Notice of Hearing:**  
(3rd Dist) Press Enterprise and The Californian

**Documents to be sent to County Clerk's Office for Posting within five days:**

Notice of Determination  
California Department of Fish & Wildlife Receipt (CFG05097)

**Do not send these documents to the County Clerk for posting until the Board has taken final action on the subject cases.**

**PLEASE SCHEDULE FOR NOVEMBER 25th**

Riverside Office · 4080 Lemon Street, 12th Floor  
P.O. Box 1409, Riverside, California 92502-1409  
(951) 955-3200 · Fax (951) 955-1811

Desert Office · 77-588 Duna Court, Suite H  
Palm Desert, California 92211  
(760) 863-8277 · Fax (760) 863-7040

*"Planning Our Future... Preserving Our Past"*

OWNER shall make such additional deposits. Collectively, the initial deposit and additional deposits shall be referred to herein as the "Deposit."

5. *Return of Deposit.* COUNTY shall return to PROPERTY OWNER any funds remaining on deposit for COUNTY's LITIGATION costs after ninety (90) days have passed since final adjudication of the LITIGATION.

6. *Notices.* For all purposes herein, notices shall be effective when personally delivered, delivered by commercial overnight delivery service, or sent by certified or registered mail, return receipt requested, to the appropriate address set forth below:

COUNTY:  
Office of County Counsel  
Attn: Shellie Clack  
3960 Orange Street, Suite 500  
Riverside, CA 92501

PROPERTY OWNER :  
At the addresses set forth on the  
signature pages hereof

7. *Default and Termination.* The COUNTY and PROPERTY OWNER acknowledge and agree that in the event of LITIGATION, the APPLICANT may unilaterally notify the COUNTY of its desire to abandon the PROJECT, at which time the COUNTY shall immediately use its best efforts to end the LITIGATION by rescinding any PROJECT approvals previously granted and otherwise attempting to make the LITIGATION moot. Except as set forth above, this Agreement is not subject to termination, except by mutual agreement or as otherwise provided herein. In the event of a default of PROPERTY OWNER's obligations under this Agreement, COUNTY shall provide written notification to PROPERTY OWNER of such alleged default and PROPERTY OWNER shall have ten (10) days after receipt of written notification to cure any such alleged default. If PROPERTY OWNER fails to cure such alleged default within the specified time period or otherwise reach agreement with the COUNTY on a resolution of the alleged default, COUNTY may, in its sole discretion, do any of the following or combination thereof:

- a. Deem PROPERTY OWNER's default of PROPERTY OWNER's obligations as abandonment of the PROJECT and as a breach of this Agreement;
- b. Rescind any PROJECT approvals previously granted;
- c. Settle the LITIGATION.

In the event of a default, PROPERTY OWNER shall remain responsible for any costs and attorney's fees awarded by the Court or as a result of settlement and other expenses incurred by the COUNTY related to the LITIGATION or settlement.

8. *COUNTY Review of the PROJECT.* Nothing in this Agreement shall be construed to limit, direct, impede or influence the COUNTY's review and consideration of the PROJECT.

9. *Complete Agreement/Governing Law.* This Agreement represents the complete understanding between the parties with respect to matters set forth herein. This Agreement shall be construed in accordance with the laws of the State of California.

10. *Successors and Assigns.* The obligations specific herein shall be made, and are binding on the successors in interest of the PROPERTY OWNER, whether the succession is by agreement, by operation of law or by any other means.

11. *Amendment and Waiver.* No modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by all parties.

12. *Severability.* If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. *Survival of Indemnification.* The parties agree that this Agreement shall constitute a separate agreement from any PROJECT approval, and if the PROJECT, in part or in whole, is invalidated, rendered null or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Agreement, which shall survive such invalidation, nullification or setting aside.

14. *Interpretation.* The parties have been advised by their respective attorneys, or if not represented by an attorney, represent that they had an opportunity to be so represented in the review of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.

15. *Captions and Headings.* The captions and section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

16. *Jurisdiction and Venue.* Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed in the Courts of Riverside County, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to



any other court or jurisdiction.

17. **Counterparts; Facsimile & Electronic Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. To facilitate execution of this Agreement, the parties may execute and exchange facsimile or electronic counterparts, and facsimile or electronic counterparts shall serve as originals.

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IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed by their authorized representatives as of the date written.

COUNTY:  
COUNTY OF RIVERSIDE,  
a political subdivision of the State of California

By: \_\_\_\_\_  
Jeff Stone, Chairman  
Board of Supervisors

Dated: \_\_\_\_\_

PROPERTY OWNER:

908 S. Granville Ave.  
#5  
Los Angeles, CA 90049

By: <u>Paul M. Artzyan</u> Name: <u>PAUL M. ARTZYAN</u> Title: <u>Member, LUBEC</u> Address: <u>Properties, LLC</u> Dated: <u>10/1/14</u>	By: _____ Name: _____ Title: _____ Address: _____ Dated: _____
By: _____ Name: _____ Title: _____ Address: _____ Dated: _____	By: _____ Name: _____ Title: _____ Address: _____ Dated: _____

FORM APPROVED COUNTY COUNSEL

BY: Michelle Clack 10/28/14  
MICHELLE CLACK DATE

pmf

By: _____ Name: _____ Title: _____ Address: _____  Dated: _____	By: _____ Name: _____ Title: _____ Address: _____  Dated: _____
By: _____ Name: _____ Title: _____ Address: _____  Dated: _____	By: _____ Name: _____ Title: _____ Address: _____  Dated: _____
By: _____ Name: _____ Title: _____ Address: _____  Dated: _____	By: _____ Name: _____ Title: _____ Address: _____  Dated: _____
By: _____ Name: _____ Title: _____ Address: _____  Dated: _____	By: _____ Name: _____ Title: _____ Address: _____  Dated: _____
By: _____ Name: _____ Title: _____ Address: _____  Dated: _____	By: _____ Name: _____ Title: _____ Address: _____  Dated: _____

By: _____ Name: _____ Title: _____ Address: _____  Dated: _____	By: _____ Name: _____ Title: _____ Address: _____  Dated: _____
By: _____ Name: _____ Title: _____ Address: _____  Dated: _____	By: _____ Name: _____ Title: _____ Address: _____  Dated: _____
By: _____ Name: _____ Title: _____ Address: _____  Dated: _____	By: _____ Name: _____ Title: _____ Address: _____  Dated: _____
By: _____ Name: _____ Title: _____ Address: _____  Dated: _____	By: _____ Name: _____ Title: _____ Address: _____  Dated: _____
By: _____ Name: _____ Title: _____ Address: _____  Dated: _____	By: _____ Name: _____ Title: _____ Address: _____  Dated: _____

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
Dated: _____	Dated: _____

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COUNTY OF RIVERSIDE,  
a political subdivision of the State of California

By: \_\_\_\_\_  
Jeff Stone, Chairman  
Board of Supervisors

Dated: \_\_\_\_\_

**PROPERTY OWNER:**

By: <u>Valoy CAVANAUGH</u> Name: <u>Mrs. Valoy Cavanaugh</u> Title: <u>owner</u> Address: <u>104 Deborah Ct</u> <u>Upland, Ca. 91784</u> Dated: <u>Oct 3, 2014</u>	By: _____ Name: _____ Title: _____ Address: _____ Dated: _____
By: _____ Name: _____ Title: _____ Address: _____ Dated: _____	By: _____ Name: _____ Title: _____ Address: _____ Dated: _____

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**COUNTY:**  
COUNTY OF RIVERSIDE,  
a political subdivision of the State of California

By: \_\_\_\_\_  
Jeff Stone, Chairman  
Board of Supervisors

Dated: \_\_\_\_\_

**PROPERTY OWNER:**

By: <u>Ignacio Cordero</u> Name: <u>IGNACIO CORDERO</u> Title: <u>OWNER</u> Address: <u>28265 ROWLING RD</u> <u>HEMEN CO. 92544</u> Dated: _____	By: <u>Maria de la Paz Cordero</u> Name: <u>MARIA DE LA PAZ CORDERO</u> Title: <u>OWNER</u> Address: <u>28265 ROWLING RD</u> <u>HEMEN CO 92544</u> Dated: _____
By: _____ Name: _____ Title: _____ Address: _____ Dated: _____	By: _____ Name: _____ Title: _____ Address: _____ Dated: _____



<p>By: <u>Annie</u>            Name: <u>Annie</u>            Title: _____            Address: <u>1001 California St.</u>  <u>Huntington Beach CA 92648</u>            Dated: <u>9/23/14</u></p>	<p>By: <u>Ngan Tran</u>            Name: <u>Ngan Tran</u>            Title: _____            Address: <u>1001 California St.</u>  <u>Huntington Beach CA 92648</u>            Dated: <u>09/26/14</u></p>
<p>By: <u>TRO NGUYEN</u>            Name: <u>TRO NGUYEN</u>            Title: <u>OWNER</u>            Address: <u>15802 LAS FLORES ST.</u>  <u>WESTMINSTER, CA 92683</u>            Dated: <u>9/26/14</u></p>	<p>By: <u>ANH TRAN NGUYEN (FORMERLY ANH TRAN)</u>            Name: <u>ANH TRAN NGUYEN (FORMERLY ANH TRAN)</u>            Title: <u>OWNER</u>            Address: <u>15802 LAS FLORES ST.</u>  <u>WESTMINSTER, CA 92683</u>            Dated: <u>9/26/14</u></p>
<p>By: <u>MARCO POLO VELASCO</u>            Name: <u>MARCO POLO VELASCO</u>            Title: <u>OWNER</u>            Address: <u>8442 TERN CIRCLE</u>  <u>HUNTINGTON BEACH CA 92646</u>            Dated: <u>9/27/14</u></p>	<p>By: <u>MARICID VELASCO</u>            Name: <u>MARICID VELASCO</u>            Title: <u>OWNER</u>            Address: <u>32400 SAN MARCO DR.</u>  <u>TEMECULA, CA 92592</u>            Dated: <u>09/27/14</u></p>
<p>By: <u>HAT DAVIS</u>            Name: <u>HAT DAVIS</u>            Title: <u>OWNER</u>            Address: <u>10661 SHERRILL ST</u>  <u>ANAHEIM, CA 92804</u>            Dated: <u>9/28/14</u></p>	<p>By: <u>LISA LEE</u>            Name: <u>LISA LEE</u>            Title: <u>OWNER</u>            Address: <u>1890 PLAZA DEL AMO</u>  <u>TORRANCE, CA 90501</u>            Dated: <u>9/28/14</u></p>
<p>By: _____            Name: _____            Title: _____            Address: _____            Dated: _____</p>	<p>By: _____            Name: _____            Title: _____            Address: _____            Dated: _____</p>

any other court or jurisdiction.

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**COUNTY:**  
COUNTY OF RIVERSIDE,  
a political subdivision of the State of California

By: \_\_\_\_\_  
Jeff Stone, Chairman  
Board of Supervisors

Dated: \_\_\_\_\_

**PROPERTY OWNER:**

By: <u>Clara Asimakopoulou</u> Name: <u>Clara Asimakopoulou</u> Title: <u>owner</u> Address: <u>39908 Via Castana</u> <u>Murrieta, CA 92563</u> Dated: <u>9-30-14</u>	By: <u>Clara Asimakopoulou Family Trust</u> Name: _____ Title: _____ Address: _____ Dated: _____
By: _____ Name: _____ Title: _____ Address: _____ Dated: _____	By: _____ Name: _____ Title: _____ Address: _____ Dated: _____

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**COUNTY:**

COUNTY OF RIVERSIDE,

a political subdivision of the State of California

By: \_\_\_\_\_  
 Jeff Stone, Chairman  
 Board of Supervisors

Dated: \_\_\_\_\_

**PROPERTY OWNER:**

By: <u>Angela Carmelo Livingston</u> Name: <u>Angela Carmelo Livingston</u> Title: <u>Trustee</u> Address: <u>2262 SALT AIR DR.</u> <u>SANTA ANA, CA</u> <u>92705</u> Dated: <u>10/9/14</u>	By: _____ Name: _____ Title: _____ Address: _____ _____ Dated: _____
By: _____ Name: _____ Title: _____ Address: _____ _____ Dated: _____	By: _____ Name: _____ Title: _____ Address: _____ _____ Dated: _____

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By: \_\_\_\_\_  
Jeff Stone, Chairman  
Board of Supervisors

Dated: \_\_\_\_\_

**PROPERTY OWNER:**

By: _____ Name: _____ Title: _____ Address: _____ Dated: _____	By: <u>VINTAGE PLAZA LTD</u> Name: <u>DALE M. L.</u> Title: <u>VP</u> Address: <u>7 CORPORATE PLAZA</u> <u>NEWPORT BEACH, CA</u> Dated: <u>10/8/14</u> <u>472-010-019</u> - 020-021
By: _____ Name: _____ Title: _____ Address: _____ Dated: _____	By: _____ Name: _____ Title: _____ Address: _____ Dated: _____

ATT: PAUL ATTYAH

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COUNTY:  
COUNTY OF RIVERSIDE,  
a political subdivision of the State of California

By: \_\_\_\_\_  
Jeff Stone, Chairman  
Board of Supervisors

Dated: \_\_\_\_\_

PROPERTY OWNER:

By: <u>[Signature]</u> Name: <u>RICHARD POLIQUIN</u> Title: _____ Address: <u>1000 ALBERTA AVE</u> <u>TUSTIN CA 92780</u> Dated: <u>10-10-14</u>	By: <u>[Signature]</u> Name: <u>LAURIE POLIQUIN</u> Title: <u>Owner</u> Address: <u>1331 W. Bay Ave</u> <u>Newport Beach 92663</u> Dated: <u>10-10-14</u>
By: _____ Name: _____ Title: _____ Address: _____ Dated: _____	By: _____ Name: _____ Title: _____ Address: _____ Dated: _____

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**COUNTY:**  
COUNTY OF RIVERSIDE,  
a political subdivision of the State of California

By: \_\_\_\_\_  
Jeff Stone, Chairman  
Board of Supervisors

Dated: \_\_\_\_\_

**PROPERTY OWNER:**

By: <u>Russell L Goodwin</u> Name: <u>Russell L Goodwin</u> Title: <u>OWNER</u> Address: <u>31130 Flossie Way</u> <u>Winchester, CA 92596</u> Dated: <u>10-7-14</u>	By: _____ Name: _____ Title: _____ Address: _____ Dated: _____
By: _____ Name: _____ Title: _____ Address: _____ Dated: _____	By: _____ Name: _____ Title: _____ Address: _____ Dated: _____



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COUNTY:  
COUNTY OF RIVERSIDE,  
a political subdivision of the State of California

By: \_\_\_\_\_  
Jeff Stone, Chairman  
Board of Supervisors

Dated: \_\_\_\_\_

**PROPERTY OWNER:**

By: <u>Charles W. Shores</u> Name: <u>CHARLES W. SHORES</u> Title: <u>HOME OWNER</u> Address: <u>31085 FLOESSIE WAY</u> <u>WINCHESTER, CA 92596</u> Dated: <u>10-12-14</u>	By: <u>Sharilyn Shores</u> Name: <u>Sharilyn Shores</u> Title: <u>Homeowner</u> Address: <u>31085 FLOESSIE WAY</u> <u>Winchester, Ca 92596</u> Dated: <u>10-12-14</u>
By: _____ Name: _____ Title: _____ Address: _____ Dated: _____	By: _____ Name: _____ Title: _____ Address: _____ Dated: _____

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COUNTY:  
COUNTY OF RIVERSIDE,  
a political subdivision of the State of California

By: \_\_\_\_\_  
Jeff Stone, Chairman  
Board of Supervisors

Dated: \_\_\_\_\_

**PROPERTY OWNER:**

By: <u>Amanda Warren Trust</u> Name: <u>Amanda Warren</u> Title: <u>Living Trust</u> Address: <u>31125 Flossie Way</u> <u>Winchester, CA 92596</u> Dated: <u>10/12/14</u>	By: _____ Name: _____ Title: _____ Address: _____ Dated: _____
<u>Amanda Warren Trust</u> <u>Amanda Warren</u> <u>Living Trust</u> Dated: _____	By: _____ Name: _____ Title: _____ Address: _____ Dated: _____

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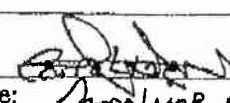
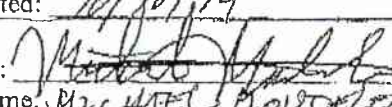
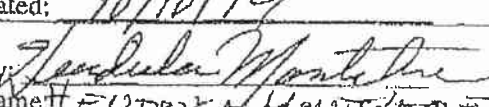
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By: \_\_\_\_\_  
Jeff Stone, Chairman  
Board of Supervisors

Dated: \_\_\_\_\_

**PROPERTY OWNER:**

<p>By: </p> <p>Name: <u>EVERETT FAULK</u></p> <p>Title: <u>OWNER</u></p> <p>Address: _____</p>	<p>By: </p> <p>Name: <u>Darlene Faulk</u></p> <p>Title: <u>OWNER</u></p> <p>Address: _____</p>
<p>Dated: <u>10/10/14</u></p>	<p>Dated: <u>10/10/14</u></p>
<p>By: </p> <p>Name: <u>EUDREA MONTELEONE</u></p> <p>Title: <u>OWNER</u></p> <p>Address: <u>35245 BRIGGS RD</u> <u>MURRIETA, CA 92563</u></p>	<p>By: </p> <p>Name: <u>EUDREA MONTELEONE</u></p> <p>Title: <u>OWNER</u></p> <p>Address: <u>35245 BRIGGS RD</u> <u>MURRIETA, CA 92563</u></p>
<p>Dated: <u>10/11/14</u></p>	<p>Dated: <u>10/11/14</u></p>

20

any other court or jurisdiction.

17. **Counterparts; Facsimile & Electronic Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. To facilitate execution of this Agreement, the parties may execute and exchange facsimile or electronic counterparts, and facsimile or electronic counterparts shall serve as originals.

18. **Effective Date.** The effective date of this Agreement is the date the parties sign the Agreement. If the parties sign the Agreement on more than one date, then the last date the Agreement is signed by a party shall be the effective date.

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed by their authorized representatives as of the date written.

**COUNTY:**

COUNTY OF RIVERSIDE,

a political subdivision of the State of California

By: \_\_\_\_\_  
Jeff Stone, Chairman  
Board of Supervisors

Dated: \_\_\_\_\_

**PROPERTY OWNER:**

By: <u>[Signature]</u> Name: <u>JOHN P. FAULK</u> Title: <u>OWNER</u> Address: <u>31492 FLOSSIE WAY</u> <u>WINCHESTER, CA 92596</u> Dated: <u>10-3-14</u>	By: <u>[Signature]</u> Name: <u>Elizabeth Faulk</u> Title: <u>OWNER</u> Address: <u>31492 Flossie Way</u> <u>Winchester, CA 92596</u> Dated: <u>10-3-14</u>
By: _____ Name: _____ Title: _____ Address: _____ Dated: _____	By: _____ Name: _____ Title: _____ Address: _____ Dated: _____

any other court or jurisdiction.

17. **Counterparts; Facsimile & Electronic Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. To facilitate execution of this Agreement, the parties may execute and exchange facsimile or electronic counterparts, and facsimile or electronic counterparts shall serve as originals.

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**COUNTY:**  
COUNTY OF RIVERSIDE,  
a political subdivision of the State of California

By: \_\_\_\_\_  
Jeff Stone, Chairman  
Board of Supervisors

Dated: \_\_\_\_\_

**PROPERTY OWNER:**

By: <u>[Signature]</u> Name: <u>CARLOS CELLA</u> Title: <u>OWNER</u> Address: <u>18266 SANTA CARLOTTA</u> <u>FOUNTAIN VALLEY CA</u> <u>92708</u> Dated: <u>10/1/14</u>	By: <u>[Signature]</u> Name: <u>ZULMA CELLA</u> Title: <u>OWNER</u> Address: <u>18266 SANTA CARLOTTA</u> <u>FOUNTAIN VALLEY CA</u> <u>92708</u> Dated: <u>10/1/14</u>
By: _____ Name: _____ Title: _____ Address: _____ Dated: _____	By: _____ Name: _____ Title: _____ Address: _____ Dated: _____

any other court or jurisdiction.

17. **Counterparts; Facsimile & Electronic Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. To facilitate execution of this Agreement, the parties may execute and exchange facsimile or electronic counterparts, and facsimile or electronic counterparts shall serve as originals.

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IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed by their authorized representatives as of the date written.

COUNTY:  
COUNTY OF RIVERSIDE,  
a political subdivision of the State of California

By: \_\_\_\_\_  
Jeff Stone, Chairman  
Board of Supervisors

Dated: \_\_\_\_\_

**PROPERTY OWNER:**

By: <u>Boyd CARYILL</u> Name: <u>Boyd CARYILL</u> Title: <u>OWNER</u> Address: <u>275 W. Ridge St</u> <u>Perth CA 92571</u> Dated: <u>9/29/14</u>	By: _____ Name: _____ Title: _____ Address: _____ Dated: _____
By: _____ Name: _____ Title: _____ Address: _____ Dated: _____	By: _____ Name: _____ Title: _____ Address: _____ Dated: _____





*Juan C. Perez*  
*Interim Planning Director*

# **RIVERSIDE COUNTY**

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# **PLANNING DEPARTMENT**

## **Memorandum**

To: Planning Commission

From: Matt Straite, project planner

**RE: Additional Information for Agenda Item No. 2.1- GPA925**

### *Additional Information*

The following additional letters (attached) were received since the staff report was published-

In opposition

- The Endangered Habitats League has requested that their July 10, 2014 letter be resubmitted to the Commission for consideration.
  - Planning responses were previously included in the July 16<sup>th</sup> Memo to the Planning Commission.
- City of Menifee 7-16-14
  - The letter indicates that the property near the site in the City of Menifee are designated for 2 ½ acre lots and that the community in this area has consistently voiced their opposition to change. However, if the community is defined as the area bound by Highway 79, the hills to the north and south, and the City limits, then most of the community is a party to the application, and thus desiring the change. The letter also argues that the general Plan encourages protection of rural communities, which is true. However, this community has voiced a desire for change, and the General Plan allows for change.
  - The City letter also explains that the topography is not suited in some areas to ½ acre lots. The lot design of future subdivisions could take topography into account and create ½ acre lots in these areas even with the current topography.
  - The City letter explains that the MSHCVP speaks to the conservation of rural areas. The project went through the HANS process and was determined to be consistent with the MSHCP by the Environmental Programs Division of Planning.
  - The City letter inquired about the projects consistency with General Plan Policy SWAP 23.5, requiring conservation of certain species. Implementation of this policy will be administered at the project level, with an implementing use or subdivision case when details such as areas of disturbance are more clear. At this stage it is too speculative to determine specific locations that should or should not be a specific Land Use. Conservation can be achieved in any land use designation.
- Mr. Victor Cantu email dated 7-27-14
  - Mr Cantu is the owner of 472-090-008 or 31650 Scenic Hill Drive. His email indicates that he no longer wishes to be a party to the application.

Riverside Office • 4080 Lemon Street, 12th Floor  
P.O. Box 1409, Riverside, California 92502-1409  
(951) 955-3200 • Fax (951) 955-1811

Desert Office • 77-588 El Duna Court, Suite H  
Palm Desert, California 92211  
(760) 863-8277 • Fax (760) 863-7555

# ENDANGERED HABITATS LEAGUE

DEDICATED TO ECOSYSTEM PROTECTION AND SUSTAINABLE LAND USE



July 10, 2014

*VIA ELECTRONIC MAIL*

Riverside County Planning Commission  
County of Riverside  
4080 Lemon St., 9<sup>th</sup> Floor  
Riverside, CA 92501

**RE: Item 3.1, GPA 903; Item 3.4, GPA 945D; Item 3.5, GPA 925 (July 16, 2014)**

Dear Chair and Commission Members:

The Endangered Habitats League (EHL) appreciates the opportunity to submit written testimony.

**Item 3.1, GPA 903**

With the furnishing of information on MSHCP consistency, EHL now has no position on this proposal for commercial development but notes that development within municipal spheres of influence should generally be deferred to an orderly annexation process.

**Item 3.4, GPA 945D**

With the modification of this proposal and the apparent addressing of staff's initial concerns, EHL now has no position.

**Item 3.5 GPA 925 - *OPPOSITION***

This 203-acre proposal is part of a complex of parcels that now form a Rural Separator. Urban conversion is being recommended despite the absence of an absorption study showing that any additional urban land is actually needed. At its heart, this proposal is piecemeal parcel-by-parcel sprawl, without even the veneer of a community-focused specific plan. It is wholly automobile dependent and bereft of merit from a "smart growth" perspective. Because the property is within the sphere of influence of the City of Murrieta, any urbanization should occur via orderly annexation.

The proposed General Plan findings for the project are either bogus or simply disheartening. Regarding consistency with the Riverside County Vision, the staff report states, "The General Plan envisioned the area as rural." By definition then, conversion

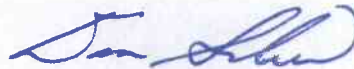
from the Rural Foundation to the Community Foundation is inconsistent with the rural vision. One half-acre lots constitute *suburban* development.

The second finding regards new circumstances. How the preservation of nearby open space justifies the creation of development is unclear. And the approval of another piecemeal development project nearby (SP 380) might just as well justify the creation of a strong boundary for the remaining rural separator via denial this request. If the justification for new development is simply "sprawl begets sprawl" then Riverside County has not improved its planning at all over the past decades.

EHL appreciates the inclusion in the hearing packet of the MSHCP HANS documentation as well as the setting aside of land during project design for Criteria Cell compliance. We understand that site-specific surveys will be undertaken at later stages of project review, as allowed by County Resolution 2013-111. The applicant and any future owners or developers should understand that changes in project design may be necessary upon completion of these various surveys in order to comply with the MSHCP.

Thank you for your consideration.

Yours truly,

A handwritten signature in blue ink, appearing to read "Dan Silver", is positioned above the printed name.

Dan Silver, MD  
Executive Director



**Scott A. Mann**  
Mayor

**Wallace W. Edgerton**  
Deputy Mayor

**John V. Denver**  
Councilmember

**Thomas Fuhrman**  
Councilmember

**Greg August**  
Councilmember

July 16, 2014

Matt Straite, Project Planner  
Riverside County TLMA  
12<sup>th</sup> Floor Planning Department  
4080 Lemon Street  
Riverside, CA 92501

RE: General Plan Amendment No. 925

Dear Mr. Straite,

The Community Development Department has become aware of General Plan Amendment No. 925 through Planning Commission Agenda postings. The Community Development Department is concerned with the general plan amendment request due to incompatibility with existing rural residential uses located to the west of the project site in the City of Menifee. The general plan amendment would allow for the development of half-acre lots. The existing rural residential lots to the west of the project site within the City of Menifee are designated for two acre minimum lot sizes and properties surrounding the site within the County of Riverside are predominately designated for five acre minimum lot sizes. These residential uses comprise a well established rural area of our community which has consistently voiced the desire to remain rural and maintain large lot sizes. The existing land use designation of the project site, Rural: Rural Residential – 5 acre minimum is compatible and consistent with the existing properties surrounding the site and within our City. The Riverside County General Plan encourages protection of existing rural communities, such as the area encompassing the project site.

In addition, the existing general plan land use of Rural Residential seems appropriate due to the site's topography. There is steep terrain on several of the parcels included in the amendment. The Rural Residential land use designation helps to minimize development of those hillsides because only one home is allowed for every five (5) acres. The Low Density Residential land use designation would allow one dwelling unit for every ½ acre. In addition, the County does not have an ordinance for Hillside Development Standards, so the larger lot sizes required under the current land use designation helps to reduce impacts to scenic vistas and hillsides.

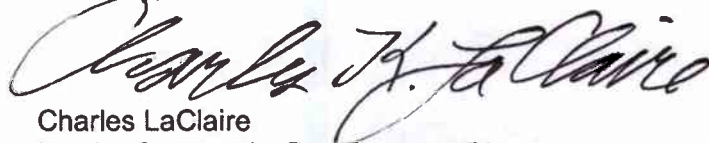
The majority of the properties included in the General Plan Amendment proposal are within Multi-Species Habitat Conservation Plan (MSHCP) Criteria Cells and there are MSHCP conserved properties adjacent to the site. The Riverside County's General Plan states that the Rural areas are valuable in providing important wildlife habitat and habitat linkages. The general plan amendment to allow more density in this area could negatively affect the implementation of the MSHCP.

The project site is located within the Southwest Area Plan. The Southwest Area Plan, contains policy SWAP 23.5, requiring conservation of a large block of habitat containing clay soils east of Interstate 215 and south of Scott Road for the Quino checkerspot butterfly and other narrow endemic species such as Munz's onion, California Orcutt grass and spreading navarretia. How will the proposed amendment be consistent with this policy?

The City of Menifee's Community Development Department is opposed to any project that would result in the development of an incompatible land use adjacent to the existing rural residential properties. In our opinion, the approval of the proposed amendment would not be consistent with the Riverside County General Plan or the Multi-Species Habitat Conservation Plan.

Thank you again for the opportunity to provide comments. We formally request to receive any hearing notice regarding this project. Notices can be sent to my attention at 29714 Haun Road, Menifee, CA 92586.

Sincerely,

A handwritten signature in black ink, reading "Charles J. LaClaire". The signature is fluid and cursive, with the first name "Charles" being the most prominent.

Charles LaClaire  
Interim Community Development Director  
Community Development Department



**From:** [Straite, Matt](#)  
**To:** [Straite, Matt](#)  
**Subject:** FW: FW: 925, Land Use Application Issue  
**Date:** Wednesday, August 06, 2014 9:04:40 PM

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Matt Straite  
Riverside County Planning Department  
951-955-8631

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**From:** bpavic2006@gmail.com [bpavic2006@gmail.com] on behalf of Victor Cantu [vcantu@nbpc1613.org]  
**Sent:** Friday, August 01, 2014 2:44 PM  
**To:** Straite, Matt  
**Subject:** Fwd: FW: 925, Land Use Application Issue

Please see message below.

----- Forwarded message -----

**From:** Randy Williams <[rwilliamsonline@msn.com](mailto:rwilliamsonline@msn.com)>  
**Date:** Friday, August 1, 2014  
**Subject:** FW: 925, Land Use Application Issue  
**To:** Victor Cantu <[bpavic2006@gmail.com](mailto:bpavic2006@gmail.com)>, "[vcantu@nbpc1613.org](mailto:vcantu@nbpc1613.org)" <[vcantu@nbpc1613.org](mailto:vcantu@nbpc1613.org)>

Victor, can you send the email below directly to [mstraite@rctlma.org](mailto:mstraite@rctlma.org) , Thanks, Randy

---

**Date:** Sun, 27 Jul 2014 21:51:17 -0700  
**Subject:** Land Use Application Issue  
**From:** [vcantu@nbpc1613.org](mailto:vcantu@nbpc1613.org)  
**To:** [rwilliamsonline@msn.com](mailto:rwilliamsonline@msn.com)

To Whom It May Concern:

My name is Victor Cantu and I am the owner of the property at 31650 Scenic Hills Dr, Winchester CA. I would like to make it known that I do not want to be part of the application process involving the land use of my property. If I am listed I would like my name removed.

Sincerely,

//Signed  
Victor Cantu

--

**Victor Cantu**

***Treasurer/Local 1613***

40575 California Oaks Rd  
D2-147

Murrieta, CA 92562

Ph: 800-620-1613

Fx: 800-620-1613 x810

Cell: 951-813-9812

Email: [vcantu@nbpc1613.org](mailto:vcantu@nbpc1613.org)

August 11, 2014

Riverside County Planning  
4080 Lemon Street 12<sup>th</sup> Floor  
Riverside, CA 92501

Victor Cantu  
31650 Scenic Hills Dr.  
Winchester, CA 92596

To Whom It May Concern:

My name is Victor Cantu and I am the owner of the property at 31650 Scenic Hills Dr., Winchester, CA. I would like to make it known that I do not want to be part of the application process involving the land use of my property. If I am listed I would like my name removed please.

Sincerely,



Victor Cantu

Attn: Matt Straite

## GPA925 MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation measures were incorporated into this project to reduce environmental impacts identified in the project in Environmental Assessment No. 41748, resulting in a Mitigated Negative Declaration. Pursuant to Section 15097 (c), a written monitoring and reporting program has been compiled to verify implementation of adopted mitigation measures. "Monitoring" refers to the ongoing or periodic process of project oversight. "Reporting" refers to the written compliance review that will be presented to the responsible parties included in the table below. Any project implementing development within the limits of GPA925 (or any area with General Plan classifications changed in conjunction with GPA925 hearings) will be required to report to the County that these have been satisfied. The following table provides the required information which includes identification of the potential impact, the various mitigation measures, applicable implementation timing, identification of the agencies responsible in implementation, and the monitoring/reporting method for each mitigation measure identified.

Impact Category	Mitigation Measure	Implementation Timing	Responsible Party	Monitoring/Reporting Method
Land Use/Planning	GPA925 MM1: Any implementing project within the limits of General Plan Amendment No. 925 will be required to process a zone change application to assure consistency with the General Plan.	Prior to implementing project approval	Project Proponent and Planning	A Change of Zone application must accompany any future subdivision or use case
Transportation /Traffic	<p>GPA925 MM2: The project has been determined to be consistent with the Highway 79 Policy Area pursuant to the following (applied to the subsequent implementing project) or as approved by the TLMA Director:</p> <ul style="list-style-type: none"> <li>Prior to building permit issuance of any implementing project, the applicant shall participate in any adopted fee program established by the County intended to address the Highway 79 Policy Area. In the event an adopted fee program is not established, the implementing project shall satisfy one the conditions below or the applicant may voluntarily participate in providing a fee, as</li> </ul>	Prior to implementing project approval and/or prior to building permit issuance	Project Proponent	A report or fee must be submitted by any implementing project proponent



Impact Category	Mitigation Measure	Implementation Timing	Responsible Party	Monitoring/ Reporting Method
	<p>approved by the TLMA Director, that the County can use to build additional transportation infrastructure or acquire open space to offset the project's incremental impacts on the Highway 79 Policy Area. If the Highway 79 policies are amended, the applicant shall be entitled to, at the applicant's request, the benefit of having this mitigation amended in a corresponding fashion with the requirement of possible further CEQA action/review. If the Highway 79 policies are repealed, this mitigation shall automatically terminate.</p> <ul style="list-style-type: none"> <li>• Prior to approval of the implementing project(s), for existing residential Land Use Designations the applicant shall demonstrate to the satisfaction of the Director of Transportation consistency with the Highway 79 Policy Area by demonstrating that the allowable number of units have been determined utilizing the most recent edition of the ITE (Institute of Transportation Engineers) Trip Generation in consideration of (a) transportation demand management (TDM) measures; (b) product types; (c) transportation improvements; or (d) a combination of (a), (b) and (c), such that the project is generating equal to or less than the average daily vehicle trips that would have been generated if the project were constructed at a density of 9% below the midpoint of the density dictated by the existing General Plan Land Use designation at the time of the proposed project change which was Rural: Rural Residential (R:RR). This mitigation does not apply to implementing projects which</li> </ul>			

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Impact Category	Mitigation Measure	Implementation Timing	Responsible Party	Monitoring/ Reporting Method
	propose a non-residential land use development. If the Highway 79 policies are amended, the applicant shall be entitled to, at the applicant's request, the benefit of having this mitigation amended in a corresponding fashion with the requirement of possible further CEQA action/review. If the Highway 79 policies are repealed, this mitigation shall automatically terminate.			



**Juan C. Perez**  
*Interim Planning Director*

# **RIVERSIDE COUNTY**

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# **PLANNING DEPARTMENT**

## **MEMO**

To: Planning Commission

From: Matt Straite, project planner

**RE: ADDITIONAL INFORMATION FOR AGENDA ITEM 3.3- GPA925**

### *Additional Information*

The following additional letters have been received since the staff report was published-

#### In support

- Attyah 5/20/14 (applicant)
- Cavananugh 5/24/14 (applicant)
- Belcuore 6/2/14 (applicant)
- Ladd 6/4/14- owns 40 acres near the project site
- Poliquin 6/6/14 (applicant)
- Lee 6/9/14 (applicant)
- Davis 6/10/14 (applicant)
- Le 6/14/14 (applicant)

#### In opposition

- Stevens, Sorum, and Romberger 6-13-14
  - The letter does not contain any project specific questions, it is more concerned with the political representation of the people in the county process. The letter suggests that the General Plan Land Use designations should not change. This requires no response from Planning.
- Endangered Habitats League 6-18-14
  - This letter suggests that an absorption study be done. The letter also suggests that the project is automobile dependent and not smart growth. The letter continues by suggesting that sprawl development is justification for more sprawl development. The project was bordered on the south by higher density development. To the north, the site is bound by topography and conservation cells that acts as a natural barrier. Previously Highway 79 acted as a barrier between rural property on the west and urban development on the east. Once urban development was approved on the west side of Highway 79 (SP380) the previous natural borders that regulated development have changed. A 'spot' change to a higher density Land Use designation would not have made sense in this rural area; however, with the nature of development changing (approval of SP380) and with bulk of property

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Palm Desert, California 92211  
(760) 863-8277 • Fax (760) 863-7555

owners in the rural area requesting a large scale change at the same time (over 200 acres), a slight increase in density, that maintains the rural character, can be supported in the opinion of staff. Staff did not consider half acre development sprawl development. The ½ acre lots will maintain character and help transmission the area from the urban uses surrounding the site to the south and east to the open spaces to the west.

#### *Additional Findings and Analysis*

Because the proposed project is changing from one foundation to another, certain findings are required. The foundation findings are included in the staff report. However, because the Land Use designation itself is also changing (from Rural Residential to Low Density Residential) findings are required for that change as well. The five required findings for the Land Use change are:

- a. The proposed change does not involve a change in or conflict with:
  - (1) The Riverside County Vision.
  - (2) Any General Plan Principal.
- b. The proposed change does not involve a change in or conflict with any Foundation Component Designation in the General Plan.
- c. The proposed amendment would either contribute to the achievement of the purposes of the General Plan or, at a minimum would not be detrimental to them.
- d. The change would not create an internal inconsistency among the elements of the General Plan.
- e. That there are new conditions or special circumstances that were disclosed during the review process that were unanticipated in preparing the General Plan and subsequently justify modifying the General Plan.

Two of these were addressed in the staff report: a(1) and e. The three additional required for the designation change are analyzed here:

A(2): The General Plan allows for changes to the Land Use Designations. The proposed change is consistent with the principals of the General Plan contained in Appendix B of the General Plan. There are 15 planning principals in the Appendix, the project is consistent with all principals that can be addressed by a General Plan change (some are County wide, others are project specific). Specifically, Principal 1,C discusses the different maturity rates of different communities. This community, in the opinion of staff, is ready for this increase in density for the many reasons outlined in this memo and in the staff report, partly demonstrated by the number of applicants/ community members. Principal 1,G discusses the efficient use of the land, and explains that higher density should be appropriate for the area. For the reasons outlined in this memo and the staff report, the density proposed by this development is appropriate at this time. Principal 2,A, discussing environmental protection, and B, discussing habitat preservation and the need for MSHCP consistency, are addressed in the MSHCP review of the project and through the CEQA document. Principal 4,A,1 discusses the need for a variety of housing options and densities, this change will promote a greater diversity on lot sizes in this area. Principal 4,A,3 and 4 discusses the need to distribute density in a rational way. This community, in the opinion of staff, is ready for this increase in density for the many reasons outlined in this memo and in the staff report. These principals explain that density should transmission between communities. This



proposed change will foster a transition. Principal 6,3 explains that in areas where rural character is clearly established, its nature is such that intensification is impractical, and its current residents/property owners strongly prefer a continued rural lifestyle, should be retained as rural in the General Plan. First, the half acre lots proposed are rural, so the character of the rural area will be retained. Second, the change proposed is for over 200 acres, and comprised of several property owners indicating their desire for the change, and thus consistency with this Principal. Principals in 8 pertain to the certainty system. Because this application was submitted in the permitted 5 year window, the project is consistent with this Principal.

B: Upon approval, the foundation will be consistent. Because this application was submitted in the permitted 5 year window, the project is consistent with the certainty principal.

C: As outlined in the consistency with the principals above, the project is consistent with the purposes of the General Plan.

D: The project would not create an internal inconsistency within the general Plan. The project was reviewed against the policies of the General Plan, and found to be consistent with them.

As such, the following findings are hereby included with the findings contained in the staff report for the project:

19. The project is consistent with the vision and principals of the General Plan.
20. The project will increase housing and density options in this area of the County.
21. The project will aid in transition between urban development and large lots to the north.
22. The MSHCP and the hills to the north of the site act as natural barriers to the area.
23. The proposed project will contribute to the achievement of the purposes of the General Plan and not create any inconsistencies.
24. Over 200 acres and all of the property owners within those 200 acres, representing a significant number of community members, desire the change proposed.

Karen Attyah  
Ste. 9A Bond Street, Cape Town, 8001, South Africa  
+27 (0) 72 305 4748

May 20, 2014

Riverside County Planning Department  
Attn: Mr. Matt Straite  
P.O. Box 1409  
Riverside, CA 92502-1409

Re: GPA 925 (Planning Commission meeting date: 6/18/14)

Dear Mr. Straite:

I am a landowner/ applicant in GPA 925, scheduled for a hearing on June 18, 2014. I am writing to express my strong support for this General Plan Amendment application. The APN number of my property is 480-030-014.

I am a resident of Cape Town, South Africa. Unfortunately, I am unable to make the trip to the United States to attend the June 18<sup>th</sup> meeting. Please accept this letter as an expression of my strong support of the GPA. In addition, I have asked my brother, Paul Attyah, to represent me at the hearing if there are any questions.

My family has owned our property in Winchester for approximately 30 years. My late parents purchased it from the Pourroy/ Hansen families when my siblings and I were young children. I wanted to let the Commission know that two generations of my family have been involved in the Winchester area for a long time, and we are strongly in favor of the GPA.

Thank you for your consideration.

Sincerely,

  
Karen Attyah  
[karenattyah@gmail.com](mailto:karenattyah@gmail.com)

May 24, 2014

Riverside County Planning Department  
Attn: Mr. Matt Straite  
P.O. Box 1409  
Riverside, CA 92502-1409

Re: GPA 925 (Planning Commission meeting date: 6/18/14; item 3.3)

Dear Mr. Straite:

I am a landowner in GPA 925, scheduled for a hearing on June 18, 2014. I am writing to express my support of the General Plan Amendment. My APN number is 472-090-007.

For reasons of health, I am unable to drive to Riverside to attend the meeting. As such, I wanted to write to you and let you know that I am strongly in favor of the GPA.

Thank you for your consideration.

Sincerely,



Valoy Cavanagh  
104 Deborah Court  
Upland, CA 91784  
(909) 981-5471

[valoyc@hotmail.com](mailto:valoyc@hotmail.com)

June 2, 2014

Grace Belcuore  
31145 Keller Rd  
Winchester, CA 92596

Matt Straite  
Riverside County Planning Department  
P.O. Box 1409  
Riverside, CA 92502-1409  
RE: GPA 925

Dear Mr. Straite,

I am the owner of APNS: 480-030-003 and 480-030-004 in Winchester, CA. I am an applicant in the GPA 925. I want the Planning Commission to know in the upcoming meeting, June 18, 2014 that I support the GPA.

I am sorry but I cannot attend the meeting in person.

Sincerely,

A handwritten signature in cursive script, appearing to read 'G Belcuore', written in dark ink.

Grace Belcuore

# Ladd L. Penfold

P. O. Box 999  
Temecula, CA 92593  
951.676.2083 ofc \*\* 951.676.8827 fax

June 4, 2014  
Riverside County Planning Department  
Attn: Mr. Matt Straite  
P.O. Box 1409  
Riverside, CA 92502-1409

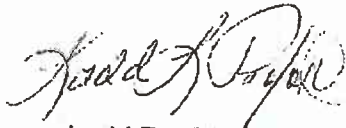
Re: GPA 925 - Planning Commission meeting date: 6/18/14; item 3.3

Dear Mr. Straite:

I am a landowner in Winchester with properties in the immediate vicinity of General Plan Amendment 925. As you know, a hearing is set on June 18<sup>th</sup> for this GPA application. My APN numbers are: 480030028-7, 480030022-1, 480030027-6 and 472090027-3, totaling just over 40 acres.

I am writing to express my support for GPA 925, as well as for continued development in the area.

Sincerely,



Ladd Penfold  
Owner - Developer - Builder