

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE: 7/3/15

Departmental Concurrence

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

742
A



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
 July 9, 2015

SUBJECT: Approval of the Squaw Mountain Road Bridge Repair Project, Intent to Adopt a Mitigated Negative Declaration and Approval of the Indemnification Agreement with KB Home Coastal Inc., Temescal Canyon Area. District 1; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Squaw Mountain Road Bridge Repair Project based on the findings and conclusions in Environmental Assessment No. 42730; and
2. Approve the Squaw Mountain Road Bridge Repair Project; and
3. Approve and authorize the Chairman of the Board to execute the attached Indemnification Agreement between the County of Riverside and KB Home Coastal. Inc.; and
4. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk for posting within five working days.



Patricia Romo
 Assistant Director of Transportation



Juan C. Perez
 Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Developer funded. There are no General Funds used in this Project. **Budget Adjustment:** N/A
For Fiscal Year: N/A

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: 
 Alex Gann

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.:

District: 1

Agenda Number:

3-76

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the Squaw Mountain Road Bridge Repair Project, Intent to Adopt a Mitigated Negative Declaration and Approval of the Indemnification Agreement with KB Home Coastal Inc., Temescal Canyon Area. District 1; [\$0]

DATE: July 9, 2015

PAGE: 2 of 2

BACKGROUND:

Summary

The Riverside County Transportation Department, acting on behalf of the County as the California Environmental Quality Act (CEQA) Lead Agency, is proposing to repair the Squaw Mountain Road Bridge in cooperation with the adjacent developer that built the structure, KB Home Coastal Inc.,

The Project is located in Temescal Canyon, adjacent to Interstate 15 (I-15) in southwestern Riverside County. The Project site consists of Squaw Mountain Road Bridge where it crosses Coldwater Wash and an adjacent small tributary. These parcels are associated with Track No. 23188, approved by the County's Board of Supervisors in September 1988.

The bridge was constructed as part of KB's Painted Hills Residential Development Project. In December 2011, the Transportation Department conducted an assessment of scour vulnerability of the bridge as part of our inspection process. The existing condition suggested a steady degradation at the bridge site over the past ten years since it was built. The assessment concluded that repairs will be needed before the County could accept dedication of the road and bridge.

The Project applicant, KB Home Coastal Inc., attempted to obtain permits to repair the bridge; however, regulatory agencies would not issue the necessary permits without a CEQA document. In accordance with CEQA, an environmental assessment and Mitigated Negative Declaration was prepared for the Project. The Project applicant funded Transportation Department work and will be funding the proposed bridge repairs. In addition, the Project applicant will enter into an Indemnification Agreement with the County that establishes specific terms concerning the Project applicant's indemnification obligations for the Project and the related CEQA documentation.

Environmental Assessment No. 42730 analyzed the Project's potential significant effect on the environment. Based on the findings and conclusions in Environmental Assessment No. 42730, the Project will not have a significant effect on the environment because potential effects would be mitigated to a less than significant level through the incorporation of the mitigation measures included in Attachment B: Mitigation Monitoring and Reporting Program of the Final Initial Study (IS). Also, the Project does not substantially alter the existing drainage pattern of the area in a manner that would result in flooding, on or off-site, or contribute to any ongoing physical adverse impacts related to drainage. Therefore, a Mitigated Negative Declaration ("MND") was prepared for the Project and circulated for public review from October 7, 2014, to November 6, 2014.

After the Project is completed by the Project applicant, the County will inspect the repairs; and, if satisfied, will move forward with accepting dedication of the road and bridge.

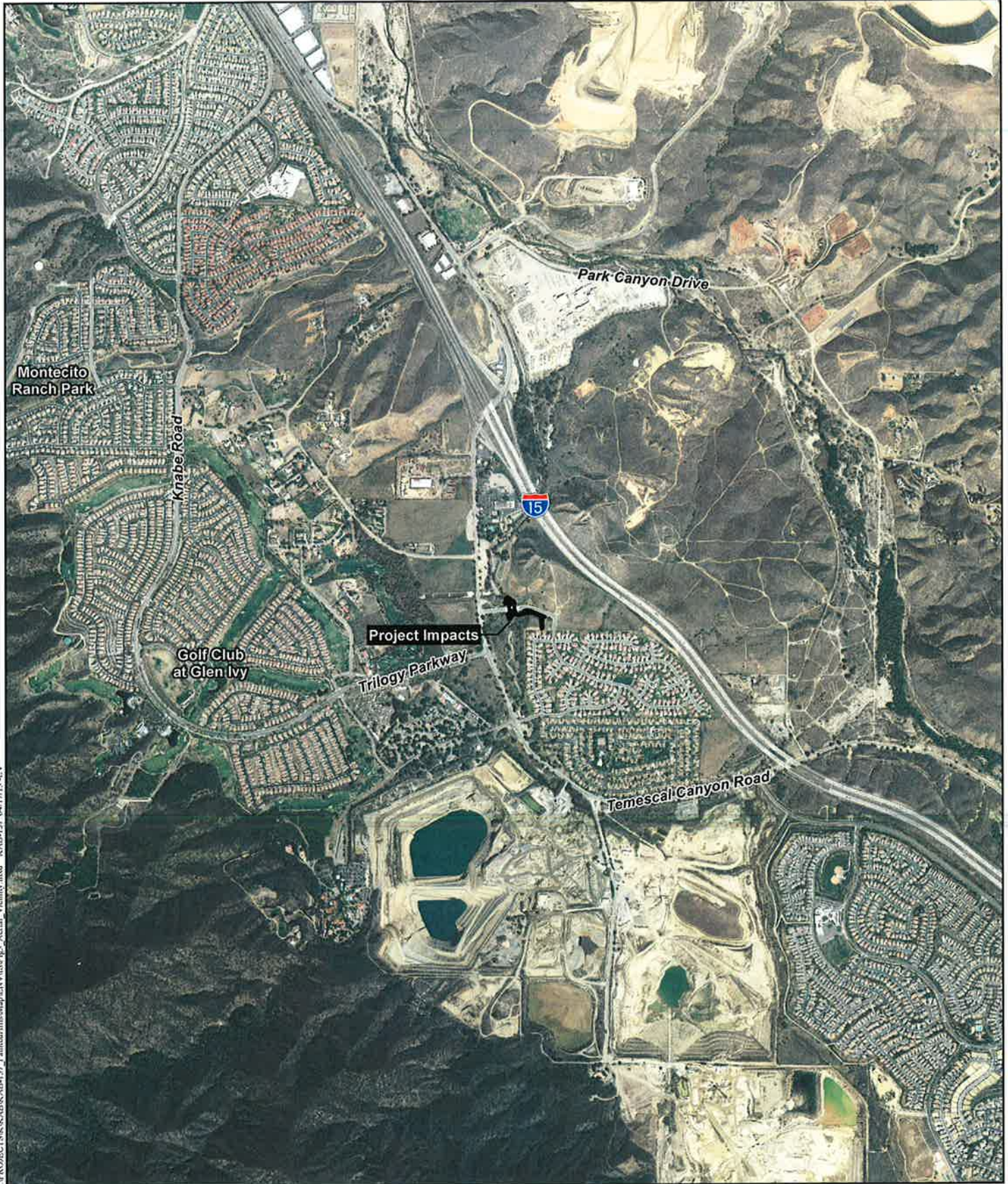
WO No.: ZAB11003

Impact on Residents and Businesses

The proposed Project consists of repairs to an existing bridge to address scouring issues increasing the bridge's useful life.

ATTACHMENTS

- Vicinity Map
- Indemnification Agreement
- Determination of Biologically Equivalent or Superior Preservation Report
- General Biological Resources Assessment Report
- Wetland Mitigation Plan
- Final Initial Study
- Results of Survey



L:\PROJECTS\KAB\KAB-157_PlanoffHillsMap\ENVIS\Fig3_Aerial_Vicinity.mxd KAB-157 04/17/15 -EV

Aerial Photograph - Project Vicinity

SQUAW MOUNTAIN ROAD

INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT ("Agreement"), made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY"), and KB Home Coastal Inc., a California corporation, ("APPLICANT"), relating to the APPLICANT'S indemnification of the COUNTY under the terms set forth herein:

WITNESSETH:

WHEREAS, the Squaw Mountain Road Bridge ("Bridge") is located in the unincorporated area of Riverside County known as Temescal Canyon and was constructed as part of the Painted Hills Residential Development; and,

WHEREAS, the Bridge is located on portions of Assessor's Parcel Numbers 290-050-030, 290-190-028 and 290-190-047; and,

WHEREAS, in 2011, the COUNTY could not accept the offer of dedication for the Bridge because of the Bridge's existing condition; and,

WHEREAS, the APPLICANT has agreed to pay for and repair the Bridge and, if satisfied with the repairs, the COUNTY will move forward with accepting dedication of the Bridge; and,

WHEREAS, compliance with the California Environmental Quality Act ("CEQA") is necessary for regulatory agencies to issue permits necessary for the Bridge's repair ("PROJECT"); and,

WHEREAS, in accordance with CEQA, an Initial Study and Mitigated Negative Declaration were prepared for the PROJECT ("Environmental Documents"); and,

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

WHEREAS, in the event a judicial challenge is commenced against the PROJECT and its associated Environmental Documents, the COUNTY has requested and the APPLICANT 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 Documents ("LITIGATION"); and,

WHEREAS, this Agreement is entered into by the COUNTY and APPLICANT to establish specific terms concerning APPLICANT's indemnification obligation for the PROJECT and Environmental Documents.

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

1. **Indemnification.** APPLICANT, 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 or its Environmental Documents 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.** APPLICANT and the COUNTY shall reasonably cooperate in all aspects of the LITIGATION. 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.

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. APPLICANT shall pay the attorneys' fees and costs of the legal firm retained by APPLICANT to represent the COUNTY in the LITIGATION. Failure by APPLICANT to pay such attorneys' fees and costs may be treated as a default of APPLICANT's obligations 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, APPLICANT shall initially deposit with the COUNTY's Transportation Department the total amount of Twenty Thousand Dollars (\$20,000). APPLICANT 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 Transportation Department and the

Riverside County Clerk of the Board associated with the LITIGATION. Within ten (10) days of written notice from COUNTY, APPLICANT 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 APPLICANT any funds remaining on deposit 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: Melissa Cushman
3960 Orange Street, Suite 500
Riverside, CA 92501

APPLICANT:
Ron Mertz
KB Home
25152 Springfield Court, Suite 180
Valencia, CA 91355

7. **Default and Termination.** This Agreement is not subject to termination, except by mutual agreement or as otherwise provided herein. In the event of a default of APPLICANT's obligations under this Agreement, COUNTY shall provide written notification to APPLICANT of such alleged default and APPLICANT shall have ten (10) days after receipt of written notification to cure any such alleged default. If APPLICANT 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, such default shall be considered a breach of this Agreement and the COUNTY may seek any and all available remedies at law or in equity and may also, in its sole discretion, settle the LITIGATION.

In the event of a default, APPLICANT 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 APPLICANT, 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.

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.

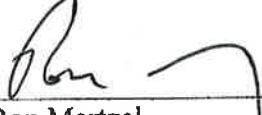
IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed by their authorized representatives as of the date written.

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

By: _____
Name: Marion Ashley
Title: Chairman, Board of Supervisors

Dated: _____

APPLICANT:
KB Home Coastal Inc.
a California corporation

By:  _____
Name: Ron Mertz
Title: Vice President, Land and Forward Planning

Dated: 7/8/15

FORM APPROVED COUNTY COUNSEL
BY:  _____ DATE 7/29/15
MICHELLE CLACK



LSA ASSOCIATES, INC.
20 EXECUTIVE PARK, SUITE 200
IRVINE, CALIFORNIA 92614

949.553.0666 TEL
949.553.8076 FAX

BERKELEY
CARLSBAD
FORT COLLINS

FRESNO
PALM SPRINGS
PT. RICHMOND

RIVERSIDE
ROCKLIN
SAN LUIS OBISPO

December 31, 2013

Mike Freeman
KB Home
36310 Inland Valley Drive
Wildomar, California 92595

Subject: Results of the Archaeological Survey of the Approximately 1-Acre KB Home Squaw Mountain Road Bridge Repair Project Area of Potential Effects, Located South of the City of Corona in Riverside County, California

Dear Mr. Freeman:

This letter presents the results of the archaeological survey conducted by LSA Associates, Inc. (LSA) for the KB Home 1-acre Squaw Mountain Road Bridge Repair Project (project) located south of the City of Corona (City) in Riverside County (County), California. The survey was completed as a requirement of the United States Army Corps of Engineers to determine whether the bridge repair work would impact any previously recorded archaeological sites within the Area of Potential Effects (APE). LSA qualified professional archaeologist Ivan Strudwick conducted the survey on December 17, 2013.

PROJECT LOCATION AND DESCRIPTION

The project is an irregularly shaped approximately 1-acre area located beneath the Squaw Mountain Road bridge over Coldwater Creek. This locale is in the Temescal Valley area on the east side of the Santa Ana Mountains, 5 miles northeast of Santiago Peak. The project is located along the east side of Temescal Canyon Road, west of Temescal Wash and Interstate 15 (I-15), approximately 1.25 miles northeast of Glen Ivy Hot Springs, 7 miles south-southeast of Corona, and 10 miles north of Lake Elsinore (Figures 1 and 2 [Attachments A and B]). The project extends along the bottom of Coldwater Creek 150 feet north and 125 feet south of the Squaw Mountain Road bridge (Figure 2). The project also includes the bottom of the creek under the bridge, an area measuring 75 by 75 feet. The project extends east of Coldwater Creek 475 feet along the south side of Squaw Mountain Road in an area measuring between 10 and 50 feet wide. The project also includes a narrow drainage south of Squaw Mountain Road that begins 400 feet east of Coldwater Creek. This area measures 20 to 45 feet wide and 200 feet north to south.

Located at an elevation of 1,070 to 1,122 feet above mean sea level, the project and Coldwater Creek drain northward. The project is located on the United States Geological Survey (USGS) *Lake Mathews, California* 7.5-minute quadrangle map (USGS 1988) in Township 5 South, Range 6 West, in the northwest quarter of the northwest quarter of Section 2 and in the northeast quarter of the northeast quarter of Section 3 (Figure 2).

PROJECT BACKGROUND

Previously Recorded Cultural Resources

The APE was previously surveyed in November 1998 by LSA archaeologists Gary King and Ivan Strudwick as part of a 92-acre parcel between Coldwater Creek and I-15, now developed as a residential

housing tract (Strudwick and Bergin 1999). Previously mapped site locations from Strudwick and Bergin (1999) indicate that the western portion of the APE falls within the boundaries of Site CA-RIV-101/H, and that the extreme southeastern portion of the APE is within the boundary of Site CA-RIV-6152/H. Previously recorded site boundaries for these two sites and for nearby Site CA-RIV-2992 are depicted in relation to the current project on Figure 2. Descriptive information concerning the sites is taken from Strudwick and Bergin (1999).

- **CA-RIV-101/H:** This site was first recorded in 1951 and was updated several times between 1951 and 1999. The site has been described as the location of a native village (*Paxavxa*) near Glen Ivy Hot Springs, as the location of a sweat house, as the location of a historic homestead structure, as containing two historic-era human burials, and as containing prehistoric material such as cores, scrapers, bifaces, flakes, and ground stone all within an area measuring approximately 488 by 183 meters in size. While the historic portion of the site was recorded between Temescal Canyon Road and Coldwater Creek, prehistoric material at the site was identified on both the east and west banks of the creek. As depicted on Figure 2, the west portion of the current project along Coldwater Creek is located within the CA-RIV-101/H site boundary.
- **CA-RIV-2992:** This site was first recorded by LSA archaeologists in 1985 (Bonner and Sawyer 1985) as containing flaked and ground stone artifacts in an area northeast of the current project. In 1998, the site was determined to be an extensive habitation (village) site measuring 230 by 105 meters when flaked and ground stone artifacts, animal bone, and worked bone were found to a depth of 70 centimeters during testing (Strudwick and Bergin 1999). As shown on Figure 2, the site is located northeast and outside of the current project.
- **CA-RIV-6152/H:** This site was first recorded during the 1998 fieldwork for the KB Home housing project that now occupies the bluff top on the east side of Coldwater Creek. The site was recorded as an extensive habitation site containing many flaked and ground stone items, animal bone, worked bone, and both fire-affected rock and ground stone features to a depth of 110 centimeters in an area measuring 410 by 260 meters. Exotic items from the site included Coso obsidian and a discoidal fragment. The site location, as shown on Figure 2, just brushes the southeastern edge of the APE.

Cultural Setting

Ethnography. The following brief ethnographic and historic summary of the area is adapted from Strudwick and Bergin (1999). The APE falls within the northern portion of the Luiseño cultural area (Kroeber 1925:648-667, Plate 57; Bean and Shippek 1978:551), an ethnographically recorded region based on linguistic similarities and differences with nearby native groups. To the west were the Gabrielino, to the north the Serrano, and to the east the Cahuilla. The Juaneño, a native group inhabiting the coastal area near Mission San Juan Capistrano, were more closely related and considered to be a linguistically related subgroup of the Luiseño (Kroeber 1925:636; White 1963).

The name Luiseño was applied to those native people living within the “Ecclesiastical jurisdiction of Mission San Luis Rey ... [who shared] an ancestral relationship which is evident in the cosmogony, ... oral tradition, common language, and reciprocal relationship in ceremonies” (Oxendine 1983:8). Oxendine (1983) researched ethnographically recorded Luiseño villages and described them as having documented populations of between 14 and 100 individuals (commonly with about 60 people) within a territory of approximately 30 square miles (Oxendine 1983: 57). She describes Luiseño villages as archaeological sites containing midden, bedrock milling features, prehistoric ceramic sherds, and usually pictographs and Cottonwood style projectile points (Oxendine 1983:4). Preferred village locations were along valley edges at the interface of two or more plant communities, and in locations containing a dependable supply of fresh water, sandy loam sediment, a slope of 9 percent or less, and bedrock with horizontal or slightly

sloping faces. Oxendine (1983:70) also reports that the Luiseño preferred village sites atop elevated landforms such as knolls and ridges. Ethnographically recorded native groups and activities were a continuation of prehistoric occupation and activity that occurred following the end of the Pleistocene Epoch, circa (ca.) 10,000 years before Christ (BC).

History. During the historic era, the first expedition along the coast was the Gáspar de Portolá expedition of 1769-1770. However, being located on the east side of the Santa Ana Mountains made the natives of Temescal somewhat more remote than natives inhabiting the coastal areas. A well-traveled route used since prehistoric times passed through the Temescal area. Originally, the route was a trail following Coldwater Creek and Temescal Wash. On early maps it is identified as Old Temescal Road, and part of this “old road” followed Temescal Canyon Road. In mission days, it was known as the “Canyon road to the Colorado,” since it entered California from the Colorado River. Near the project site, the route followed the mountains via “... Temecula, Elsinore, Temescal Canyon, Corona, and the Santa Ana River” (Hoover et al. 1962:39). The route through Temescal was also known as the Southern Emigrant Trail, or simply as the Emigrant Trail, and it formed a part of the Southern Overland Trail, a much-traveled route from the east into California during the 1840s and 1850s (Hoover et al. 1962:33).

Portions of the route were used by Pedro Fages in 1782 (Hoover et al 1962:39), and sometime later missionaries from the Los Angeles area used the route from Warner’s Hot Springs to travel to San Gabriel. In 1826, Romualdo Pacheco used the route during a government expedition seeking an official mail route. In 1831, American David E. Jackson came overland from Santa Fe with a party of fur traders along this route (Hoover et al. 1962:33; Hatheway 1989). Beginning in 1849, thousands of people followed the route north to the gold fields during the Gold Rush. As this southern route was the only road into California open all year, it was also used by the Butterfield Stage, which carried mail and passengers from 1858 to 1861 (Hoover et al. 1962:39). Thus, the APE is located along a well-known route used since prehistoric times.

Less than 1,000 feet west of the junction of Squaw Mountain Road with Temescal Valley Road is the site of the first house in Riverside County, which was constructed in 1824 by Don Leandro José Serrano (Hoover et al. 1962:34). The location of this adobe is clearly depicted on the *Lake Mathews, California* USGS (1988) map (Figure 1). In 1769, Serrano was a soldier who came to California with Father Junípero Serra in the Portolá expedition. He was a mayordomo of Pala Chapel, and in 1818, due to his long and faithful service and his influence with the natives, was sent to live on the mission lands in Temescal Valley where many Indians were then living. It was in this valley that Serrano built his first adobe house near a large “Indian Rancheria and ‘sweat house’ ” (Hoover 1962:34-35).

Geological Setting

As depicted on geologic maps (Morton and Weber 2002; Morton and Miller 2006), the local geologic units are separated by Coldwater Creek. West of Coldwater Creek are Late Pleistocene (ca. 2.6 million to 12,000 years ago) to Holocene (ca. post-12,000 years ago) young alluvial valley deposits composed of silt and sand on the valley floor. East of Coldwater Creek are two distinct geologic units. In the south portion of the creek’s east side are very old (Pleistocene) alluvial fan deposits that are indurated and well dissected, and that contain some gravel that occurs in Temescal Valley. In the north portion of the creek’s east side is a small pocket of the Silverado Formation, a Paleocene (66 to 56 million years ago) geologic formation with marine and nonmarine siltstone and sandstone with pebble and boulder conglomerate that also occurs in Temescal Valley. Coldwater Creek itself contains young (Late Pleistocene to Holocene) alluvial fan deposits of sand, gravel, and cobbles from diverse sedimentary units in Temescal Valley that appear to be an admixture of material from both sides of the creek.

Biological Setting

Biologically, the project vicinity contains several biotic communities, including oak woodland, riparian, and coastal sage scrub (Jaeger and Smith 1971). These biotic communities would have provided the plant and animal resources that the local native human population would have used for food and utilitarian purposes. The proximity of the area to these biotic communities and to water in Coldwater Creek creates an environment suitable for establishment of a native village, as described in Oxendine (1983), which helps explain why prehistoric habitation Sites CA-RIV-2992 and CA-RIV-6152/H once existed here.

METHODOLOGY

LSA archaeologist Ivan Strudwick completed an intensive pedestrian survey of the entire APE on December 17, 2013. The survey was conducted beginning at the east end of the parcel and working west. The central portion of the drainage at the project's east end was not surveyed due to the presence of standing water.

RESULTS

No archaeological remains were encountered during the intensive pedestrian survey of the APE. The APE consists almost entirely of drainage and in this respect was highly disturbed from episodic runoff, as well as from construction of the road and nearby housing development. Additionally, both sides of Squaw Mountain Road contain introduced, ornamental, nonnative vegetation such as pine trees and bushes adjacent to the road, while native riparian vegetation exists downslope in the bottom of the drainage. Disturbance to the APE includes quantities of trash strewn along the bottom of the drainage east of Coldwater Creek, as well as material such as tires, plastic containers, old sandbags, used cans of spray paint, and graffiti in Coldwater Creek.

The north-south-trending drainage at the east end of the APE contains standing water while Coldwater Creek does not. As a result, riparian vegetation (consisting primarily of willow) is denser in this small, eastern drainage than in Coldwater Creek. Ground visibility in the vicinity of this smaller creek varies from 30 to 100 percent and is a light orange-brown decomposing granitic with some gravel and rock.

Within Coldwater Creek, riparian vegetation is less dense, resulting in ground visibility of 50 to 100 percent. Riparian vegetation in this western area of the project site is sparse willow, mulefat, and some displaced coastal sage species, such as sagebrush and buckwheat. Sediment here is primarily large rock and cobble. Along the banks of the creek are sparse plants such as the aforementioned sagebrush and buckwheat, as well as grass and oak; ground visibility here is 60 to 80 percent. The east bank of Coldwater Creek contains more decomposing granitic material, while the west bank contains more silt and sand. The west bank of the creek just south of Squaw Mountain Road contains a cut measuring as high as 14 feet that exhibits two natural dark organic lenses, one of which is at the top of the cut at the current ground surface and one of which is at a depth of 6 feet. The lower dark organic lens was the ground surface at some time in the distant past. The fact that this dark organic lens is buried beneath 6 feet of alluvial sediment attests to the intensity of episodic flooding along Coldwater Creek.

SUMMARY AND RECOMMENDATIONS

Although cultural resources were not found in the APE, prehistoric and historic resources have been recorded on both sides of Coldwater Creek. Due to the size and extent of these resources, and because the

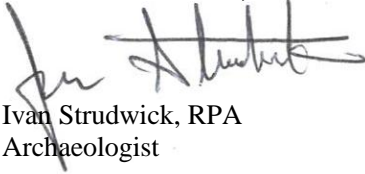
proposed project includes work along the banks outside of the actual Coldwater Creek drainage, it is recommended that a cultural resource monitor be present during ground-disturbing construction activities. If cultural resources are encountered during project construction activities, it is recommended that work in the area of the discovery stop until a professional archaeologist can assess the nature and significance of the find.

Additionally, if human remains are encountered, 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 must be notified of the find immediately. If the remains are determined to be Native American, the County Coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a Most Likely Descendant (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 may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.

If you have any questions concerning the content or intent of this letter, please feel free to contact me at (949) 553-0666.

Sincerely,

LSA ASSOCIATES, INC.



Ivan Strudwick, RPA
Archaeologist

Attachments: A: Figure 1 – Project Location
B: Figure 2 – Area of Potential Effects

REFERENCES

- Bean, Lowell John, and Florence C. Shipek
1978 Luiseño. In R. Heizer ed., *Handbook of North American Indians*, Vol. 8, *California*, pp. 550–563. Smithsonian Institution, Washington, D.C.
- Bonner, Wayne, and Tony Sawyer
1985 State of California Site Record Form for CA-RIV-2992. On file, Eastern Information Center, University of California, Riverside, California 92501.
- Hatheway, Roger G.
1989 The Pomona-Rincon Road and its Place in the Regional Transportation Network. Greenwood and Associates; Infotech Research, Inc. On file, San Bernardino County Archaeological Information Center, San Bernardino County Museum, 2024 Orange Tree Lane, Redlands, California 92374.
- Hoover, Mildred Brooke, Hero Eugene Rensch, and Ethel Grace Rensch
1962 *Historic Spots in California*. Fourth printing revised by R. Teiser. Stanford University Press, Palo Alto, California.

Jaeger, Edmund C., and Arthur C. Smith

1971 *Introduction to the Natural History of Southern California*. University of California Press.

Kroeber, Alfred L.

1925 *Handbook of the Indians of California*. Bureau of American Ethnology Bulletin 78. Washington, D.C.: Smithsonian Institution.

Morton, Douglas M., and F. Harold Weber, Jr.

2002 Geologic Map of the Lake Mathews 7.5' Quadrangle, Riverside County, California. California Division of Mines and Geology. United States Geological Survey.

Morton, Douglas M., and F. K. Miller

2006 Geologic Map of the San Bernardino and Santa Ana 30' x 60' Quadrangles, California. United States Geological Survey.

Oxendine, Joan

1983 The Luiseño Village during the Late Prehistoric Era. Unpublished Ph.D. Dissertation, Department of Anthropology, University of California, Riverside.

Strudwick, Ivan H., and Kathleen Ann Bergin

1999 Archaeological Survey, Testing, and Evaluation of Sites CA-RIV-101/H, CA-RIV-2992, CA-RIV-6152/H, and CA-RIV-2993 for the Temescal Summit Project, Riverside County, California. LSA Associates, Inc. On file, Eastern Information Center, University of California, Riverside, California 92501.

White, Raymond C.

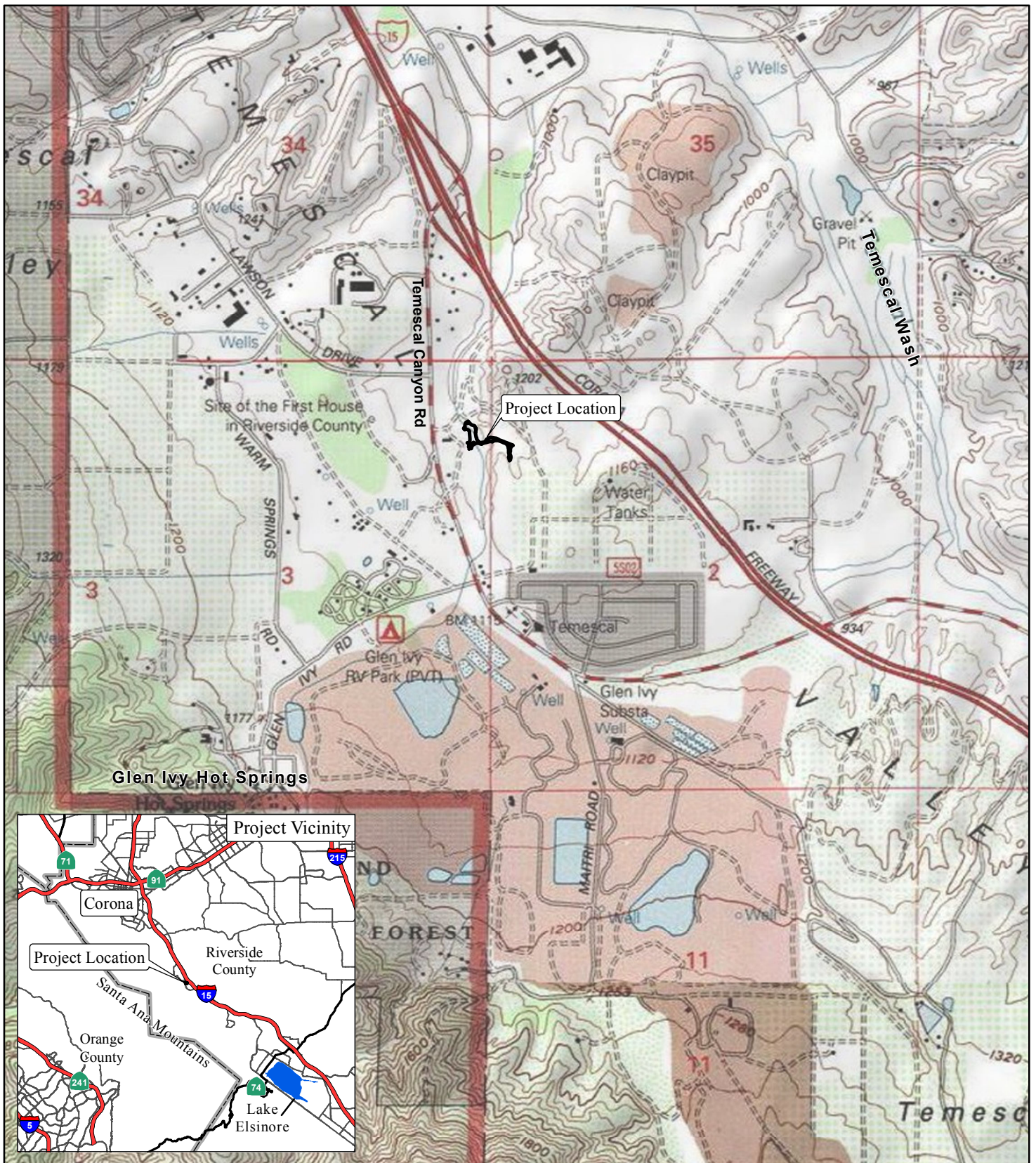
1963 Luiseño Social Organization. Berkeley and Los Angeles: University of California Publications in American Archaeology and Ethnology 48(2):91–194.

United States Geological Survey (USGS)

1988 *Lake Mathews, California 7.5' quadrangle map*. United States Geological Survey, Denver, Colorado 80225.

ATTACHMENT A

FIGURE 1 – PROJECT LOCATION



LSA

LEGEND

Area of Potential Effects (APE)



0 1000 2000
FEET

SOURCE: USGS 7.5' Quad - Lake Matthews (1988)

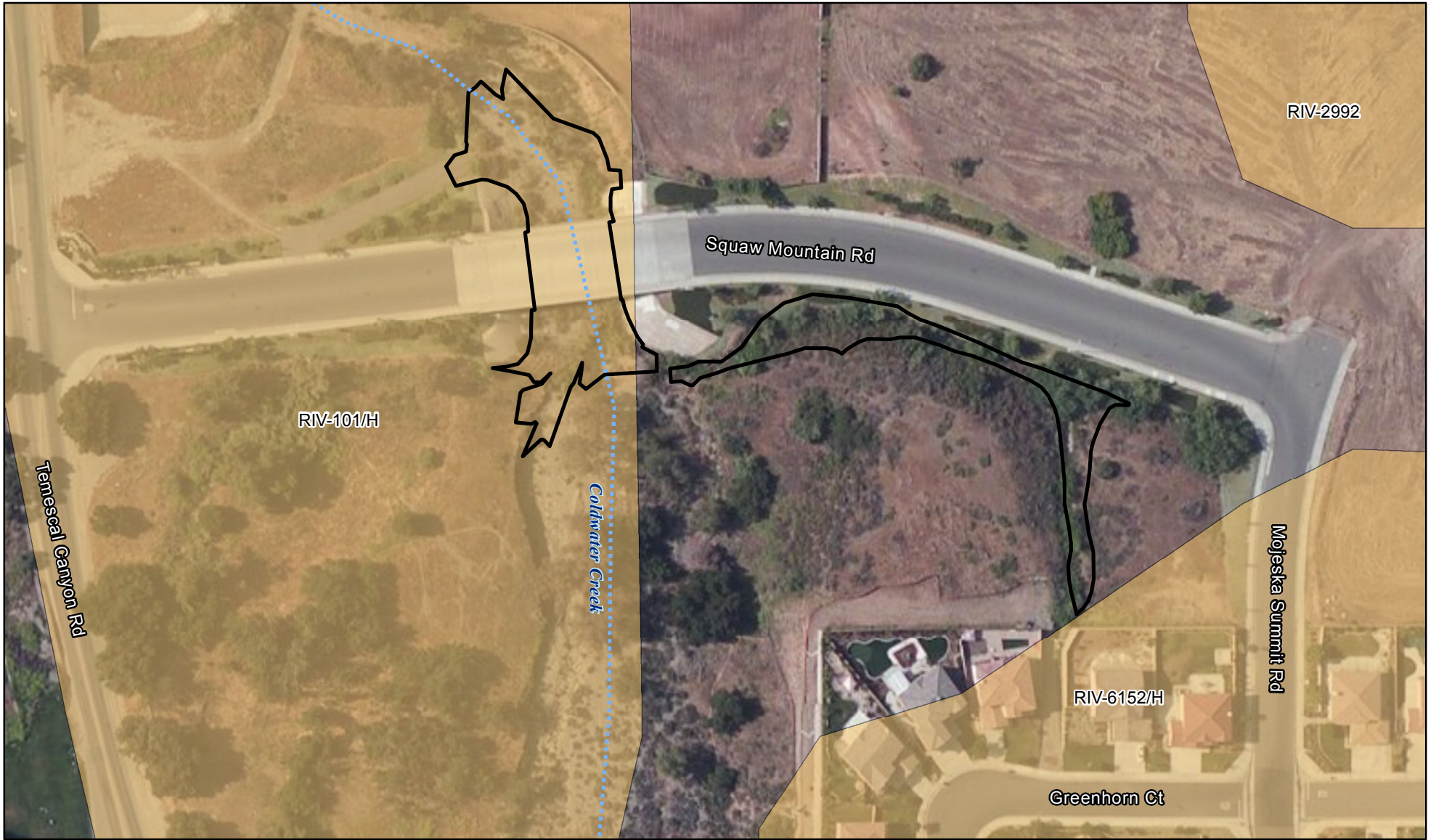
F:\KBH1301\GIS\Archaeo_Proj_Location.mxd (12/23/2013)

FIGURE 1

Squaw Mountain Road
Project Location



ATTACHMENT B

FIGURE 2 – AREA OF POTENTIAL EFFECTS



L S A

LEGEND

-  Area of Potential Effects (APE)
-  Previously Recorded Cultural Resource



SOURCE: ESRI (2013)

I:\KBH1301\GIS\Archaeo_Proj_Aerial.mxd (12/23/2013)

FIGURE 2

Squaw Mountain Road
Area of Potential Effects