

**AUTHORITY:**

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity,  
corporate and politic, in its capacity as housing successor to the former  
Redevelopment Agency for the County of Riverside

By: \_\_\_\_\_  
Heidi Marshall,  
Deputy Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

GREGORY P. PRIAMOS  
COUNTY COUNSEL

By: \_\_\_\_\_  
Jhaila R. Brown, Deputy County Counsel

Insert

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

## Exhibit "A"

All that certain real property in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

PARCEL A: (APN: 169-100-055-1 AND 169-100-057-3)

PARCEL 2 OF PARCEL MAP NO. 34696, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 226, PAGES 95 TO 99, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED IN GRANT DEEDS RECORDED APRIL 22, 2008 AS INSTRUMENT NO. 2008-0199763 OF OFFICIAL RECORDS AND SAID PORTIONS AS SHOWN ON PAGES 9 AND 10 AS CONVEYED BY BOOK 137 OF RECORD OF SURVEYS PAGES 99-113, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B: (APN: 169-070-035-1 formerly APN 169-070-003)

THE WESTERLY 4 FEET OF THAT PORTION OF LOT 3 OF LA BONITA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 12 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT;  
THENCE NORTH ON THE WEST LINE OF SAID LOT TO A POINT IN THE SOUTH LINE OF THE NORTH 5 ACRES OF SAID LOT, CONVEYED TO HARRY O. NORTHRUP AND WIFE, BY DEED FILED FOR RECORD NOVEMBER 25, 1924 IN BOOK 621, PAGE 334 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
THENCE EAST ON THE SOUTH LINE OF SAID NORTH 5 ACRES, 165 FEET;  
THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT TO THE SOUTH LINE OF SAID LOT;  
THENCE WEST ON SAID SOUTH LINE, 165 FEET TO THE POINT OF BEGINNING.

**ATTACHMENT NO. 11**

**AGREEMENT CONTAINING COVENANTS  
(INCLUDING RESALE RESTRICTIONS)**

[BEHIND THIS PAGE]

OFFICIAL BUSINESS  
Document entitled to free  
recording per Government  
Code Section 6103

Recording Requested by and When  
Recorded Return to:

HOUSING AUTHORITY OF  
THE COUNTY OF RIVERSIDE  
5555 Arlington Avenue  
Riverside, California 92504  
Attn: Mervyn Manalo

---

Space above this line for Recorder's use only

AGREEMENT CONTAINING COVENANTS  
(INCLUDING RESALE RESTRICTIONS)

THIS AGREEMENT CONTAINING COVENANTS ("Agreement") is entered into as of \_\_\_\_\_, 2015, by and between the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Housing Authority for the County of Riverside (herein referred to as "Authority") and HABITAT FOR HUMANITY RIVERSIDE, INC., a California nonprofit public benefit corporation (herein referred to as "Owner").

A. Owners owns fee title interest to that certain real property (the "Property") located in the City of Jurupa Valley, County of Riverside, State of California, legally described in the "Legal Description" attached hereto as **Exhibit A** and incorporated herein by this reference.

B. Authority and Owner entered into that certain Disposition and Development Agreement ("DDA") dated \_\_\_\_\_ and recorded in the Official Records of the Recorder's Office of the County of Riverside ("Official Records") on \_\_\_\_\_ as Document No. \_\_\_\_\_, relating to, among other things, the sale of the property by the Authority to Owner and the construction thereon of twenty six (26) single family homes ("Units"), with related infrastructure, parking, common areas and certain open space improvements, as more specifically described in the DDA ("Project"). The term "DDA" as used herein shall mean, refer to and include the DDA, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto (which are hereby incorporated herein by this reference) or other documents expressly incorporated by reference in the DDA. Any capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the DDA.

C. Pursuant to the DDA, each of the Units shall be sold to and occupied by qualified lower income first time homebuyers, with a preference for veterans, for an affordable sales price that does not exceed an Affordable Housing Cost for a period of no less than forty-five (45) years from the date the Release of Construction Covenants is recorded in the Official Records.

D. Authority and Owner desire to memorialize Owner's obligation to construct and sell the Units, and maintain the affordability thereof, pursuant to the DDA, as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner, on behalf of itself and its successors, assigns, and each successor in interest or any part thereof, hereby declares as follows:

1. Development of the Property. Owner covenants and agrees for itself, its successors and assigns and every successor in Owner's interest in the Property or any part thereof, that Owner, its successors and assigns, shall develop and construct, or cause the development and construction, of the Improvements on Property in accordance with the provisions of the DDA, including, but not limited to the Scope of Development (**Attachment No. 6** to the DDA), consisting of twenty (26) new residential single-family units, eight (8) of which shall be 4-bedroom homes with a minimum of 1,500 square feet, and eighteen (18) of which shall be 3-bedroom homes with a minimum of 1,300 square feet (collectively the "Restricted Units"), with related infrastructure, parking, common areas and open space improvements.

2. Use of the Property. Owner, on behalf of itself and its successors, assigns, and each successor in interest to Owner's interest in the Property or any part thereof, hereby covenants and agrees as follows:

a. Owner covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that Owner, such successors and such assignees shall use the Property only for the uses specified in the DDA, and this Agreement. No change in the use of the Property shall be permitted without the prior written approval of the Authority.

b. Notwithstanding the generality of subsection (a), above, Owner, its successors and assigns, shall use the Property only for the uses permitted in this Agreement, specifically including the following: residential for sale housing consisting of the Restricted Units, with related infrastructure, parking, common areas and open space improvements.

c. Residential Uses. For a period of forty-five years (45) commencing on the date the Authority records the Release of Construction Covenants for the Improvements in the Official Records ("Covenant Period"), Owner on behalf of itself and its successors, assigns, and each successor in interest to Owner's interest in the Property or any part thereof, hereby covenants and agrees as follows:

(1) Affordability shall be restricted as follows:

A. 100% of the Restricted Units shall be sold to and occupied exclusively by "lower income households" (as that term is defined in Health and Safety Code Section 50079.5) who are "First Time Homebuyers" (as that term is defined in the DDA) for an Affordable Sale Price (including a Down Payment) such that their total housing cost is as follows, for lower income households whose gross incomes exceed the maximum income for very low income households and do not exceed 70% of the area median income adjusted for family size, the product of 30% times 70% of the area median income adjusted for family size appropriate for the unit. In addition,

for any lower income household that has a gross income that equals or exceeds 70% of the area median income adjusted for family size, the housing cost shall not exceed 30% of the gross income of the household. The aforementioned affordability restrictions shall also apply in the event of a resale of a Restricted Unit after an initial sale.

B. As used herein, the term, "area median income" means the median income of the Riverside-San Bernardino-Ontario Standard Metropolitan Statistical Area, adjusted for family size by the United States Department of Housing and Urban Development ("HUD") pursuant to Section 8 of the United States Housing Act of 1937, as determined by HUD and published from time to time by the California Department of Housing and Community Development, and the phrase "adjusted for household size appropriate to the unit" means a household size equal to the number of bedrooms in the unit plus one.

(2) Concurrently with the close of escrow for the initial sale of each Restricted Unit from Owner to a qualified lower income First Time Homebuyer, Owner shall cause such qualified lower income First Time Homebuyer to execute and record in the Official Records (i) an Addendum to Grant Deed substantially conforming in form and substance to Attachment No.5 to the DDA, and (ii) Affordable Housing Resale Restrictions (as defined in the DDA), granting to the Authority, among other things, a first right of refusal in favor of the Authority to the purchased Restricted Unit.

(3) Owner agrees that prior to the sale of the Restricted Units, Owner shall consult with and obtain the approval of the Authority in developing a fair marketing plan for selling the Restricted Units.

(4) Authority and its successors and assigns, shall have the right, but not the obligation, to monitor and enforce the covenants contained herein. Owner covenants that it shall comply with any monitoring program set up by Authority to enforce said covenants. In complying with such monitoring program, Owner or its agent shall prepare and submit to Authority an occupancy report, financial information and income verification documents for each qualified purchaser of Restricted Unit, and all supporting documentation, on forms provided by Owner, setting forth the required information. Authority agrees to accept any form required by any other lender or governmental agency providing similar information. Owner shall pay such costs associated with said monitoring and enforcement efforts as required by the Authority.

(5) No officer, employee, agent, official or consultant of Owner may purchase or occupy any of the Restricted Units.

d. Owner herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that this Agreement is made and accepted upon and subject to the following conditions: There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any

such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property.

e. Owner, its successors and assigns, shall refrain from restricting the rental, sale, or lease of the Property or any portion thereof, on the basis of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry of any person. Every deed, lease, and contract entered into with respect to the Property, or any portion thereof, after the date of this Agreement shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(1) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(2) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(3) In contracts: There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land."

f. Owner shall adopt written selection policies and criteria that meet the following



requirements:

(1) Are consistent with the purpose of providing housing for lower income households that are first time homebuyers, with a preference for veterans.

(2) Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the sale.

(3) Provide for:

(A) The selection of tenants from a written waiting list in the chronological order of their satisfaction of all eligibility requirements, insofar as is practicable; and

(B) The prompt written notification to any rejected applicant of the grounds for any rejection;

(4) To the extent permitted by law, provide first priority in the selection of otherwise eligible tenants to persons displaced by the Housing Authority (if any); and

(5) Carry out the affirmative marketing procedures of the Housing Authority, to provide information and otherwise attract eligible persons from all racial, ethnic and gender groups in the housing market area. Owner and Housing Authority shall cooperate to effectuate this provision during the Owner's sale of the Restricted Units.

3. Maintenance of the Property. Owner, its successors and assigns, shall maintain the Improvements on the Property in the same aesthetic and sound condition (or better) as the condition of the Property at the time of Completion, reasonable wear and tear excepted. This standard for the quality of maintenance of the Property shall be met whether or not a specific item of maintenance is listed below. However, representative items of maintenance shall include frequent and regular inspection for graffiti or damage or deterioration or failure, and prompt repainting or repair or replacement of all surfaces, fencing, walls, equipment, etc., as necessary; emptying of trash receptacles and removal of litter; sweeping of public sidewalks adjacent to the Property, on-site walks and paved areas and washing-down as necessary to maintain clean surfaces; maintenance of all landscaping in a healthy and attractive condition, including trimming, fertilizing and replacing vegetation as necessary; cleaning windows on a regular basis; painting the buildings on a regular program and prior to the deterioration of the painted surfaces; conducting a roof inspection on a regular basis and maintaining the roof in a leak-free and weather-tight condition; maintaining security devices in good working order. In the event Owner, its successors or assigns fails to maintain the Improvements in accordance with the standard for the quality of maintenance, Housing Authority or its designee shall have the right but not the obligation to enter the Property upon prior written notice to Owner, correct any violation, and hold Owner, or such successors or assigns responsible for the cost thereof, and such cost, until paid, shall constitute a lien on the Property; provided, however such lien shall be subordinate to any lien in favor of the Owner's lenders permitted pursuant to the DDA. Owner shall have the right to assign its responsibilities pursuant to this Section 3 to the purchasers of the Restricted Units through inclusion of those obligations in the CC&Rs applicable to the Property or otherwise.

4. Management. Until each of the Restricted Units is sold by Owner to a qualified purchaser, Owner shall be responsible for the operation of the Improvements either by direct management or by contracting its managerial functions to a third party property manager reasonably acceptable to the Housing Authority which property manager will be charged with managing the Improvements on behalf of the Owner. The Housing Authority shall have the right to review and approve any such entity prior to its selection by the Owner. Such approval shall not be unreasonably withheld. Owner shall include in any such property management agreement a provision providing for the termination of the agreement in the event that the property manager violates any federal, state or local health and safety laws and regulations which are not cured within thirty (30) days following the giving of notice of such violations by the Housing Authority or any other governmental entity; provided, however, that in the case of a violation that cannot be cured within such thirty (30) day period, that such cure shall be commenced within thirty (30) days of notification and shall be diligently prosecuted to completion not later than sixty (60) days after notification. Owner, its successors and assigns, upon notice from the Housing Authority, shall pay any costs and fees (including administrative and attorneys' fees) incurred by Housing Authority in connection with responding to or defending any discrimination claim brought by any third party and/or local, state or federal government entity, arising out of or in connection with the DDA and/or this Agreement. Once each Restricted Unit is sold to a qualified purchaser, the aforementioned rights in favor of the Authority and obligations of Owner and a property manager, shall be assigned to the homeowners association and shall be included in the CC&Rs applicable to the Property or otherwise.

5. Covenants Running with the Land. All conditions, covenants and restrictions contained in this Agreement shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by Housing Authority, its successors and assigns, against Owner, its successors and assigns, to or of Owner's interest in the Property, or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof. Housing Authority shall be deemed the beneficiary of the covenants, conditions and restrictions of this Agreement both for and in its own right and for the purposes of protecting the interests of the community. The covenants, conditions, and restrictions shall run in favor of the Housing Authority, without regard to whether the Housing Authority has been, remains, or is an owner of any land or interest therein in the Property. Except as provided in the preceding sentence, the covenants, conditions and restrictions contained in this Agreement shall not benefit nor be enforceable by any other owner of real property except the Housing Authority.

6. Permitted Mortgages. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any mortgage permitted by the DDA.

7. Term. Every covenant and condition and restriction contained in this Agreement shall remain in effect for the Covenant Period, except for the non-discrimination provisions set forth in Section 2.d. and 2.e. which shall remain in effect in perpetuity.

8. Notice and Opportunity to Cure. Prior to exercising any remedies hereunder, Housing Authority shall give Owner notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Owner shall have such period to effect a cure prior to exercise of remedies by Housing Authority. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and Owner (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Owner shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Housing Authority, but in no event no more than sixty (60) days of receipt of such notice of default from the Housing Authority. If Owner fails to take corrective action or to cure the default within a reasonable time, Housing Authority shall give Owner and Owner's lenders written notice thereof, provided Housing Authority receives in writing the aforementioned parties addresses for purposes of notice, whereupon Owner's lender may effect a cure within a reasonable time thereafter in accordance with the foregoing provisions.

9. Enforcement. If a violation of any of the covenants or provisions of this Agreement remains uncured after the respective time period set forth in Section 9 above, Housing Authority and its successors and assigns, without regard to whether Housing Authority or its successors and assigns is an owner of any land or interest therein to which these covenants relate, may institute and prosecute any proceedings at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel specific performance by Owner of its obligations hereunder. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

10. Liens. Nothing herein contained shall be deemed to prohibit Owner from contesting the validity or amounts of any encumbrance, lien, levy or attachment, nor to limit the remedies available to Owner in respect thereto.

11. Sale, Assignment or Transfer of the Project or Property. Except for the sale of a Restricted Unit to a qualified purchaser as permitted in the DDA, Owner hereby covenants and agrees not to sell, transfer, assign or otherwise dispose of the Project, the Property or any portion thereof, without obtaining the prior written consent of the Authority, in its reasonable discretion. Any sale, assignment, or transfer of the Project or Property, shall be memorialized in an assignment and assumption agreement the form and substance of which have been first approved in writing by the Authority in its sole discretion. Such assignment and assumption agreement shall, among other things, provide that the transferee has assumed in writing and in full, and is reasonably capable of performing and complying with Owner's duties and obligations under the DDA, provided, however Owner shall not be released of all obligations under the DDA and this Agreement.

12. Governing Law; Venue; Severability. This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

13. Binding Effect. The rights and obligations of this Agreement shall bind and inure to the benefit of the respective heirs, successors and assigns of the parties.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. The signature pages of one or more counterpart copies may be removed from such counterpart copies and all attached to the same copy of this Agreement, which, with all attached signature pages, shall be deemed to be an original Agreement.

[REMAINDER OF PAGE BLANK]

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Authority and Owner have signed this Agreement as of the dates set opposite their signatures.

**AUTHORITY:**

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside

By: \_\_\_\_\_  
Heidi Marshall, Deputy Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS  
COUNTY COUNSEL

By: \_\_\_\_\_  
Jhaila R. Brown, Deputy County Counsel

**OWNER:**

HABITAT FOR HUMANITY RIVERSIDE, County of Riverside, a California non-profit public benefit corporation

By: \_\_\_\_\_  
Kathy M. Michalak, Executive Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Nicholas D. Adcock, Treasurer

Date: \_\_\_\_\_

Insert

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

EXHIBIT A

LEGAL DESCRIPTION

All that certain real property in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

PARCEL A: (APN: 169-100-055-1 AND 169-100-057-3)

PARCEL 2 OF PARCEL MAP NO. 34696, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 226, PAGES 95 TO 99, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED IN GRANT DEEDS RECORDED APRIL 22, 2008 AS INSTRUMENT NO. 2008-0199763 OF OFFICIAL RECORDS AND SAID PORTIONS AS SHOWN ON PAGES 9 AND 10 AS CONVEYED BY BOOK 137 OF RECORD OF SURVEYS PAGES 99-113, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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THE WESTERLY 4 FEET OF THAT PORTION OF LOT 3 OF LA BONITA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 12 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT;  
THENCE NORTH ON THE WEST LINE OF SAID LOT TO A POINT IN THE SOUTH LINE OF THE NORTH 5 ACRES OF SAID LOT, CONVEYED TO HARRY O. NORTHRUP AND WIFE, BY DEED FILED FOR RECORD NOVEMBER 25, 1924 IN BOOK 621, PAGE 334 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
THENCE EAST ON THE SOUTH LINE OF SAID NORTH 5 ACRES, 165 FEET;  
THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT TO THE SOUTH LINE OF SAID LOT;  
THENCE WEST ON SAID SOUTH LINE, 165 FEET TO THE POINT OF BEGINNING.

**ATTACHMENT NO. 13**  
**REQUEST FOR NOTICE**  
**[BEHIND THIS PAGE]**



Recording Requested By:  
RIVERSIDE COUNTY

AND WHEN RECORDED MAIL TO

Riverside County  
Economic Development Agency  
5555 Arlington Avenue  
Riverside, CA 92504  
Attn: DS NAME / Housing Division  
Loan Number: NSP1-file no.

EXEMPT RECORDING FEE CODE 6103

**REQUEST for NOTICE  
UNDER SECTION 2924b CIVIL CODE**

In accordance with Civil Code, section 2924b, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust dated <date the senior lien holder DOT recorded> and recorded as Instrument No. <Senior lien holder DOT recorded instrument number> in book xxxxxx, page xxxxx, Official Records of RIVERSIDE County, California, and describing land therein as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

APN: PARCEL NO.      Property also known as: PROPERTY ADDRESS

Executed by <INSERT BUYER'S NAMES, INSERT VESTING>, as trustor in which <First lender name> is named as Beneficiary, and <First Deed of Trust/Senior lien holder TRUSTEE>, as Trustee, be mailed to Riverside County Economic Development Agency -Neighborhood Stabilization Program 1 Homebuyer at 5555 Arlington Avenue, Riverside, CA 92504.

**NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.**

Dated \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE } S.S.

On \_\_\_\_\_ before me,  
\_\_\_\_\_ a Notary Public,  
personally appeared \_\_\_\_\_ who proved  
to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to  
me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed  
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of  
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature \_\_\_\_\_

RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY

\_\_\_\_\_  
Tom Fan/Principal Development Specialist

(This area for official notarial seal)

Loan No. FILE NO

**ATTACHMENT NO. 14**  
**ESCROW AGREEMENT**  
**[BEHIND THIS PAGE]**

## ESCROW AGREEMENT

(Jurupa Valley Enriched Veterans Neighborhood Project)

THIS ESCROW AGREEMENT ("Agreement") is entered into on \_\_\_\_\_, 2015 by and between the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside (hereinafter called the "**Authority**") and HABITAT FOR HUMANITY RIVERSIDE, INC., a California nonprofit public benefit corporation (hereinafter called "**Developer**"). Authority and Developer are collectively referred to herein as the "Parties" and individually as "Party."

### RECITALS

WHEREAS, Authority is a California housing authority acting under the California Housing Authorities Law, Part 2 of Division 24 of the Health and Safety Code (the "Housing Authorities Law");

WHEREAS, Authority owns fee title to the subject property located 420 feet north of Mission Boulevard at the terminus of Amarillo Street with Assessor's Parcel Numbers 169-100-055, 169-100-057 and 169-070-035, which consists of approximately 5.6 acres as described in the legal description attached hereto as **Exhibit A** and incorporated herein by this reference ("Property");

WHEREAS, Authority desires to convey the Property to Developer for the purpose of developing and constructing 26 single-family homes, which shall be affordable to Lower Income First Time Homebuyers ("Project") as more particularly set forth in the Disposition and Development Agreement ("DDA"). All capitalized terms not defined herein shall have the meaning ascribed to such term set forth in the DDA; and

WHEREAS, in connection with the DDA of the Property by Authority to Developer, the Parties desire to set forth the escrow terms relating to such sale, as more specifically discussed below.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. **Escrow.**

Developer agrees to open an escrow for the conveyance of the Property with Title Company or such other escrow company, escrow department of a bank, or escrow department of a title insurance company first approved by Authority and Developer (the "Escrow Agent"), no later than the applicable dates established in the Schedule of Performance (Attachment No. 3 to the DDA).

This Agreement shall constitute the joint escrow instructions of Developer and Authority with respect to the conveyance of the Property, and a duplicate original of this Agreement and the executed DDA shall be delivered to the Escrow Agent upon the opening of the escrow.

Authority and Developer shall provide such additional escrow instructions as shall be necessary to close the escrow with respect to the conveyance of the Property, and consistent with this Agreement and the DDA. The Escrow Agent hereby is empowered to act under such instructions,

and upon indicating its acceptance thereof in writing, delivered to Authority and to Developer within five (5) days after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

Upon receipt by the Escrow Agent of all executed and acknowledged documents, as required by this Agreement and the DDA, the Escrow Agent shall record all documents in accordance with Section 3 below, when the Property can be vested in Developer in accordance with the terms and provisions of the DDA. The Escrow Agent shall buy, affix and cancel any transfer stamps required by law. Any insurance policies governing the Property or any portion thereof are not to be transferred.

Developer shall pay in escrow to the Escrow Agent the following fees, charges and costs promptly after the Escrow Agent has notified Developer of the amount of such fees, charges and costs, but not earlier than one (1) day prior to the Closing Date (as defined in the DDA) for conveyance of the Property from the Authority to Developer:

1. Escrow fees;
2. Recording fees;
3. Notary fees;
4. Premiums for the title insurance policy or policies ordered by Developer;
5. Ad valorem taxes and any other taxes, assessments or impositions of any kind, if any, attributable to Authority's ownership of the Property prior to conveyance of the Property; and
6. State, county, city or other documentary stamps and transfer taxes, if any.

The Escrow Agent is authorized to:

1. Pay, and charge Developer, for any fees, charges and costs payable under this Section 1. Before such payments are made, the Escrow Agent shall notify Authority and Developer of the fees, charges and costs necessary to clear title and convey the Property;
2. Disburse funds and deliver the DDA and other documents to the parties entitled thereto when the conditions of the escrow have been fulfilled by Authority and Developer; and
3. Record any instruments delivered through the escrow if necessary or proper to vest the applicable interests in Developer and Authority in accordance with the terms and provisions of this Agreement and the DDA.

All funds received in the escrow shall be deposited by the Escrow Agent in an interest bearing account for the benefit of the depositing party as directed by the depositing party.

If any escrow is not in condition to close on or before the closing date, either party who then shall have fully performed the acts to be performed before the closing date may, in writing, demand the return of its money, papers or documents. No demand for return shall be recognized until ten (10) days after the Escrow Agent shall have mailed copies of such demand to the other party at the address of its principal place of business. Objections, if any, shall be raised by written notice to the Escrow Agent and to the other party within the ten- (10) day period. If any objections are raised within the ten- (10) day period, the Escrow Agent is authorized to hold the money, paper and documents until instructed by mutual agreement of the parties or, upon failure thereof, by a court of

competent jurisdiction. Notwithstanding the foregoing, the termination rights of Authority and Developer and other rights and remedies on default are governed by the termination and default terms of the DDA, and no demand for such return shall affect such rights or remedies. If no such demands are made, the escrow shall be closed as soon as possible.

The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both Authority and Developer affected thereby, or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

Any amendments to these escrow instructions shall be in writing and signed by both Authority and Developer. At the time of any amendment the Escrow Agent shall agree to carry out its duties as escrow agent under such amendment.

All communications from the Escrow Agent to Authority or Developer shall be directed to the addresses and in the manner established in Section 17.6 of the DDA for notices, demands and communications between Authority and Developer.

The liability of the Escrow Agent under this Agreement and the DDA is limited to performance of the obligations imposed upon it in this Agreement.

2. **Title Insurance.**

Concurrently with the recordation of the DDA, Title Company shall provide and deliver to Developer a Title Insurance Policy (as defined in the DDA), issued by the Title Company insuring that the Property interest to be conveyed is vested in Developer in the condition required by Section 2.2.3 of the DDA ("Property Title Policy"). The Title Company shall provide Authority with a copy of the Property Title Policy. The Property Title Policy shall be in the amount specified by Developer. Developer shall pay for all premiums for all title insurance policies and coverage and special endorsements with respect to the Property.

3. **Recordation of Documents.**

Authority and Developer, respectively, agree to perform all acts necessary to achieve recordation and delivery of documents in sufficient time for escrow to be closed in accordance with the foregoing provisions.

a. The following documents shall be recorded in the following order ("Recorded Documents"):

| <b>Order of Recordation</b> | <b>Document Name</b>                 |
|-----------------------------|--------------------------------------|
| 1 <sup>st</sup>             | Agreement Containing Covenants       |
| 2 <sup>nd</sup>             | Notice of Affordability Restrictions |
| 3 <sup>rd</sup>             | Senior Loan Security Instruments     |
| 4 <sup>th</sup>             | Junior Loan Security Instruments     |

b. All documents to be recorded shall be recorded in the Official Records of the County of Riverside.

c. In the event that Developer subdivides the Property estate into a vertical subdivision, the Recorded Documents shall be recorded against each parcel that comprises the vertical subdivision in the same order as set forth under subsection (a), above.

[Remainder of page Intentionally Blank]

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**AUTHORITY:**

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside

By: \_\_\_\_\_  
Heidi Marshall, Deputy Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

GREGORY P. PRIAMOS  
COUNTY COUNSEL

By: \_\_\_\_\_  
Jhaila R. Brown, Deputy County Counsel

**DEVELOPER:**

HABITAT FOR HUMANITY RIVERSIDE, County of Riverside, a California non-profit public benefit corporation

By: \_\_\_\_\_  
Kathy M. Michalak, Executive Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Nicholas D. Adcock, Treasurer

Date: \_\_\_\_\_

**ATTACHMENT NO. 16**

**RIGHT OF ENTRY**

**[BEHIND THIS PAGE]**

## RIGHT OF ENTRY AGREEMENT

This Right of Entry (“ROE”) Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public body, corporate and politic in the State of California, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside, hereinafter called “Authority,” and HABITAT FOR HUMANITY RIVERSIDE, INC., a California nonprofit public benefit corporation, hereinafter called “Developer.” Authority and Developer are sometimes collectively referred to as “Parties.”

### RECITALS

A. Authority is the owner of certain real property described in the area detail sheets in Exhibit “A” attached hereto and incorporated herein by reference (“Property”) and has the right to grant to Developer permission to enter upon and use the Property.

B. Developer desires to obtain Authority’s permission to enter upon and use the Property, on a temporary basis, for predevelopment work on the Authority’s Property.

C. Authority desires to accommodate Developer’s request for permission to enter upon Authority’s Property, on a temporary basis, for predevelopment work on the Authority’s Property.

NOW, THEREFORE, County and Developer do hereby agree as follows:

### AGREEMENT

1. Right of Entry. Authority hereby grants to Developer and its agents, employees and contractors the temporary right to enter onto the Property for predevelopment work.

2. Term. The term of this Right of Entry shall commence on the date this ROE Agreement is executed by all Parties hereto (“Effective Date”). This ROE shall terminate two (2) years from the Effective Date of this Agreement. The term may be extended by written notice to Developer in the sole and absolute discretion of Authority. This ROE is subordinate to all prior or future rights and obligations of Authority in the Property, except that Authority shall



grant no rights inconsistent with the reasonable exercise by Developer of its rights under this ROE.

3. Reserved

4. Notice of work. Prior to any entry upon the Property for any of the purposes hereinabove set forth, Developer shall notify the authorities in charge named below by written and/or oral notice at least twenty-four (24) hours prior to commencement of entry and work.

Name: Mervyn Manalo

Address: 5555 Arlington Avenue, Riverside, CA 92504

Phone: (951) 343-5495

Email: mmanalo@rivcoeda.org

5. Liens. Developer shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', material man's contractors' or subcontractors' liens with the regard to Developer's actions upon the Property. Developer agrees to hold Authority harmless for any loss or expense, including reasonable attorneys' fee, arising from any such liens which might be file against the Property.

6. Indemnification. Developer shall indemnify and hold harmless the Authority, County of Riverside, its Agencies, Boards, Districts, Special Districts and Departments, their respective directors, officers, Board of Commissioners, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any act or omission of Developer, its officers, employees, contractors, subcontractors, agents or representatives arising out of or in any way relating to or in any way connected with Developer's use of the premises or this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. Developer shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Authority, County of Riverside, its

Agencies, Boards, Districts, Special Districts and Departments, their respective directors, officers, Board of Commissioners, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions. The obligations set forth in this paragraph shall survive the termination of this agreement.

With respect to any action or claim subject to indemnification herein by Developer, Developer shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Authority; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Developer's indemnification to Authority as set forth herein.

Developer's obligation hereunder shall be satisfied when Developer has provided to Authority the appropriate form of dismissal relieving Authority from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Developer's obligations to indemnify and hold harmless the Authority herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve Developer from indemnifying the Authority to the fullest extent allowed by law.

7. Insurance. Without limiting or diminishing Developer's obligation to indemnify or hold the Authority harmless, Developer shall procure and maintain or cause to be procured and maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. In respects to the insurance section, the Authority herein refers to the Housing Authority of the County of Riverside, County of Riverside, its Agencies, Boards, Districts, Special Districts and Departments, their respective directors, officers, Board of Commissioners, elected and appointed officials, employees, agents and representatives as Additional Insureds.

7.1 Workers' Compensation. If Developer has employees as defined by the

State of California, Developer shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

7.2 Commercial General Liability. Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Developer's performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

7.3 Vehicle Liability. If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Developer shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

7.4 General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the Authority Risk Manager. If the Authority's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) Developer must declare its insurance self-insured retention for

each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the Authority Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the Authority, and at the election of the Country's Risk Manager, Developer's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the Authority, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) Developer shall cause Developer's insurance carrier(s) to furnish the Authority with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the Authority Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the Authority prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the Authority receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *Developer shall not commence operations until the Authority has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that

Developer's insurance shall be construed as primary insurance, and the Authority's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of the Agreement; or, there is a material change in the scope of entry or permitted activities under this Agreement; or, the term of this Agreement, including any extensions thereof, exceeding five (5) years; the Authority reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the Authority Risk Manager's reasonable judgment, the amount or type of insurance carried by Developer has become inadequate.

6) Developer shall pass down the insurance obligations contained herein to all tiers of contractors and subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the Authority.

8) Developer agrees to notify Authority of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

8. Compliance with Laws. Developer shall, in all activities undertaken pursuant to this ROE, comply and cause its contractors, agents, and employees to comply with all federal, state, and local laws, statutes, orders, ordinances, rules, regulations, plans, policies, and decrees. Without limiting the generality of the foregoing, Developer, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for any activities Developer desires to conduct or have conducted pursuant to this ROE.

9. Inspection. Authority and its representatives, employees, agents or independent contractors may enter and inspect the Property or any portion thereof or any improvements thereon at any time and from time to time at reasonable times to verify Developer's compliance

with the terms and conditions of this ROE.

10. Not Real Property Interest. It is expressly understood that this ROE is not exclusive and does not in any way whatsoever grant or convey any permanent easement, lease, fee or other real property interest in the Property to Developer.

11. Protection and Restoration of the Property. Developer shall protect the Property, including all improvements and the natural resources thereon, at all times at Developer's sole cost and expense, and Developer shall strictly adhere to the following restrictions:

11.1 Developer may not place or dump garbage, trash or refuse anywhere upon or within the Property, except for self-contained trash receptacles that are maintained to Authority's satisfaction by Developer;

11.2 Developer may not commit or create, or suffer to be committed or created, any waste, hazardous condition and/or nuisance to occur upon the Property;

11.3 Developer may not cut, prune or remove any native trees or brush upon the Property, except for the elimination of safety hazards without first obtaining written permission by the Authority;

11.4 Developer may not disturb, move or remove any rocks or boulders upon the Property except for the elimination of safety hazards without first obtaining written permission by the Authority;

11.5 Developer must exercise due diligence in the protection of the Property against damage or destruction by fire, vandalism or other cause.

Upon the termination or revocation of this ROE, but before its relinquishment to Authority, Developer shall, at its own cost and expense, remove any debris generated by its use and Property shall be left in a neat condition. Developer agrees not to damage Property in the process of performing the permitted activities.

12. Public safety. Developer shall, or cause its contractors or subcontractors to take any and all other necessary and reasonable steps to protect the public from harm due to the work.

13. Entire agreement. This ROE Agreement is the result of negotiations between the Parties hereto. The Parties further declare and represent that no inducement, promise or agreement not herein expressed has been made to them and this ROE contains the entire agreement of the Parties, and that the terms of this agreement are contractual and not a mere recital. Any ambiguity in the Agreement or any of its provisions shall not be interpreted against the Party drafting the agreement.

14. Warranty of Authority. The undersigned represents that it has the authority to, and does, bind the person or entity on whose behalf and for whom it is signing this ROE and the attendant documents provided for herein, and this agreement and said additional documents are, accordingly, binding on said person or entity.

15. Assignment. This ROE shall not, nor shall any interest herein be assigned, mortgaged, hypothecated, or transferred by Developer, whether voluntary or involuntary or by operation of law, nor shall Developer let or sublet or grant any license of permit with respect to the use and occupancy of the Property or any portion thereof.

16. Choice of Law. This Right of Entry Agreement will be governed and construed by the laws of the State of California.

17. Modification. The agreement shall not be changed, modified, or amended except upon the written consent of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Right of Entry Agreement on the date as first above written.

**AUTHORITY:**

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside

By: \_\_\_\_\_  
Heidi Marshall, Deputy Executive Director

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

GREGORY P. PRIAMOS  
COUNTY COUNSEL

By: \_\_\_\_\_  
Jhaila R. Brown, Deputy County Counsel

**DEVELOPER:**

HABITAT FOR HUMANITY RIVERSIDE, County of Riverside, a California non-profit public benefit corporation

By: \_\_\_\_\_  
Kathy M. Michalak, Executive Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Nicholas D. Adcock, Treasurer

Date: \_\_\_\_\_



**EXHIBIT A**

DESCRIPTION/DEPICTION OF THE PROPERTIES

[ON FOLLOWING PAGES]

## LEGAL DESCRIPTION

All that certain real property in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

PARCEL A: (APN: 169-100-055-1 AND 169-100-057-3)

PARCEL 2 OF PARCEL MAP NO. 34696, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 226, PAGES 95 TO 99, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

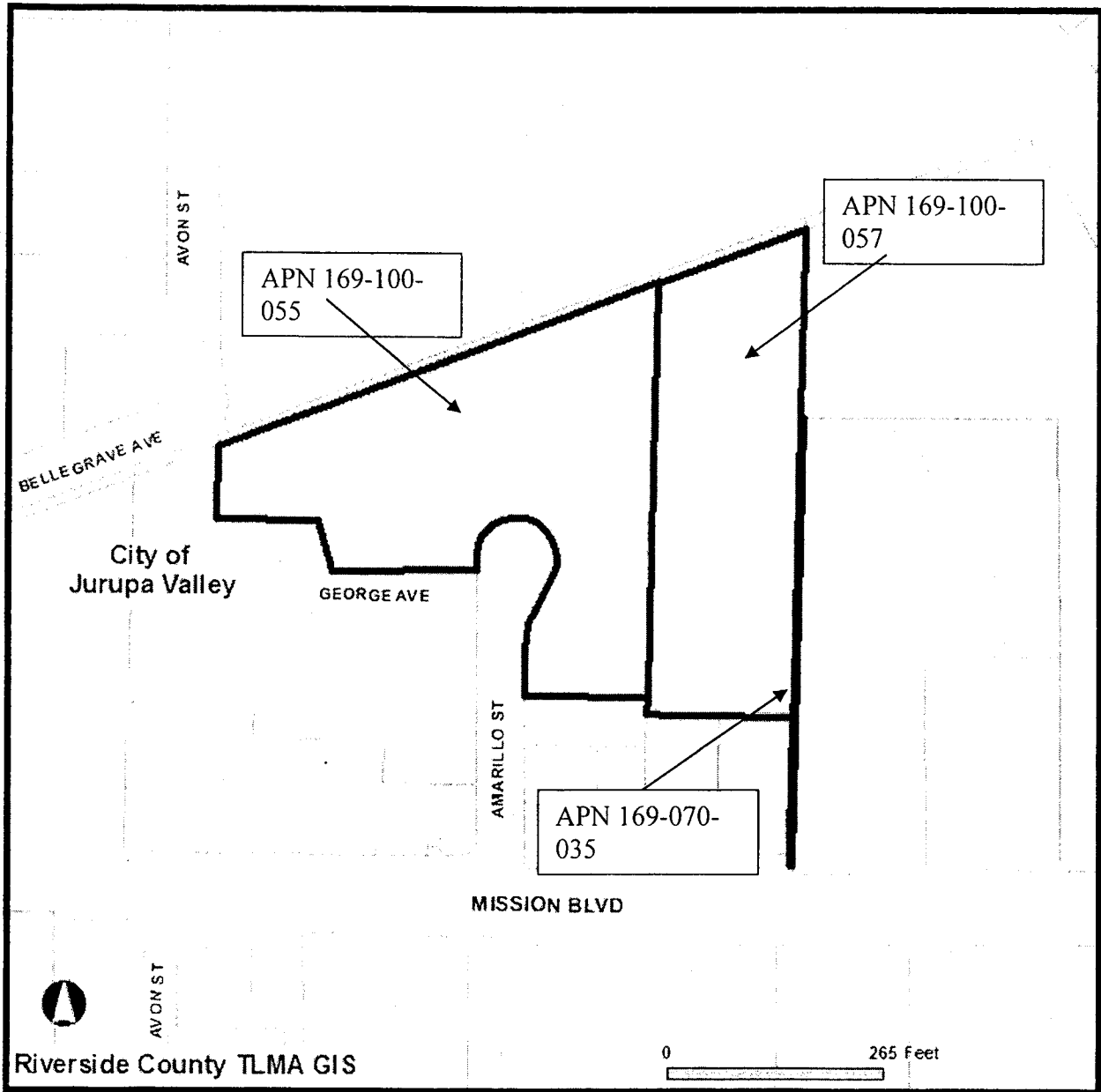
EXCEPTING THEREFROM THOSE PORTIONS CONVEYED IN GRANT DEEDS RECORDED APRIL 22, 2008 AS INSTRUMENT NO. 2008-0199763 OF OFFICIAL RECORDS AND SAID PORTIONS AS SHOWN ON PAGES 9 AND 10 AS CONVEYED BY BOOK 137 OF RECORD OF SURVEYS PAGES 99-113, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B: (APN: 169-070-035-1 formerly APN 169-070-003)

THE WESTERLY 4 FEET OF THAT PORTION OF LOT 3 OF LA BONITA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 12 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT;  
THENCE NORTH ON THE WEST LINE OF SAID LOT TO A POINT IN THE SOUTH LINE OF THE NORTH 5 ACRES OF SAID LOT, CONVEYED TO HARRY O. NORTHRUP AND WIFE, BY DEED FILED FOR RECORD NOVEMBER 25, 1924 IN BOOK 621, PAGE 334 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
THENCE EAST ON THE SOUTH LINE OF SAID NORTH 5 ACRES, 165 FEET;  
THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT TO THE SOUTH LINE OF SAID LOT;  
THENCE WEST ON SAID SOUTH LINE, 165 FEET TO THE POINT OF BEGINNING.

Property  
Site Map  
APNs: 169-100-055, 169-100-057 and 169-070-035  
Acres: 5.6



**ATTACHMENT NO. 17**

**FORM OF RELEASE OF CONSTRUCTION COVENANTS**

**[BEHIND THIS PAGE]**

OFFICIAL BUSINESS  
Document entitled to free recording  
per Government Code Section 6103

Recording Requested By and  
When Recorded Mail to:

Housing Authority of the  
County of Riverside  
5555 Arlington Avenue  
Riverside, CA 92504  
Attn: Mervyn Manalo

Attention:

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**RELEASE OF CONSTRUCTION COVENANTS  
(Jurupa Valley Enriched Veterans Neighborhood Project)**

WHEREAS, the Housing Authority of the County of Riverside, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside ("Authority") has entered into an Disposition and Development Agreement with Habitat for Humanity Riverside, Inc., a California nonprofit public benefit corporation ("Developer") dated \_\_\_\_\_, 2015 and recorded in the Official Records of the Recorder's Office of the County of Riverside on \_\_\_\_\_ as Document No. \_\_\_\_\_ ("DDA") relating to the sale of certain real property in the City of Jurupa Valley, County of Riverside and State of California described as set forth in Exhibit "A" attached hereto and incorporated herein by this reference ("Property"), for the specific purpose of constructing and developing certain improvements on the Property (the "Project") in accordance with the terms and conditions contained in the DDA. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the DDA;

WHEREAS, pursuant to the DDA, upon the completion of the Improvements (as defined in the DDA) and the request of the Developer, the Authority is required to issue for recordation a Release of Construction Covenants ("Release") acknowledging the completion of the construction and development required by the DDA relating to the Improvements, releasing certain obligations and rights of the Developer and the Authority set forth in the DDA;

WHEREAS, the Developer has completed the construction and development required by the DDA relating to the Property as required by the DDA and has requested that the Authority issue the Release; and

WHEREAS, Authority has inspected and determined that the construction and development required by the DDA relating to the Property has been satisfactorily completed and now desires to issue the Release pursuant to the terms and conditions of the DDA.

NOW THEREFORE, it is hereby acknowledged and certified by the Authority that:

1. The construction and development of the Property is in substantial compliance with the plans, drawings and related documents referred to in the DDA.
2. The Developer is in full compliance with the terms of Section 3.22 of the DDA.
3. All Authority rights pursuant to Section 5.9 (a) of the DDA providing the Authority the right to terminate the DDA in the event of an uncured default prior to completion of the Improvements are no longer enforceable or binding against the Developer and/or its successors and assigns.
4. The issuance and recording of this Release shall cancel and release any rights, remedies or controls that the parties would otherwise have or be entitled to exercise under the DDA with respect to the Property as a result of a default in or breach of any provision thereof prior to completion of the construction and development of the Property, and the respective rights and obligations of the parties with reference to the Property (or any portion thereof) shall thereafter be limited to those provided by the terms of the DDA, Agreement Containing Covenants, Grant Deed, and any other documents and/or instruments executed by Developer and Authority that survive the issuance and recordation of this Release.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the Authority has executed this Release this \_\_\_\_ day of

\_\_\_\_\_.

**AUTHORITY:**

HOUSING AUTHORITY OF THE COUNTY  
OF RIVERSIDE, a public entity, corporate and  
politic, in its capacity as housing successor to the  
former Redevelopment Agency for the County  
of Riverside

By: \_\_\_\_\_  
Heidi Marshall, Deputy Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

GREGORY P. PRIAMOS  
COUNTY COUNSEL

By: \_\_\_\_\_  
Jhaila R. Brown, Deputy County Counsel

EXHIBIT A  
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THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT TO THE SOUTH LINE OF SAID LOT;  
THENCE WEST ON SAID SOUTH LINE, 165 FEET TO THE POINT OF BEGINNING.



Insert

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

266A

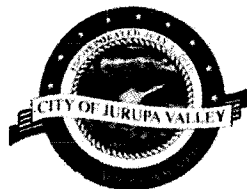
# Initial Study Checklist/ Mitigated Negative Declaration

## City of Jurupa Valley Master Application 1463:

*General Plan Amendment 1403  
Change of Zone 1404  
Tentative Tract Map 36720  
Site Development Permit 31456*

*for*

*Property Located 420 feet North of Mission Boulevard at the Terminus of Amarillo Street.*



City of Jurupa Valley  
8304 Limonite Avenue Suite "M"  
Jurupa Valley, CA 92509  
Contact: Annette Tam, Associate Planner  
(951) 332-6464  
[Atam@jurupavalley.org](mailto:Atam@jurupavalley.org)

### **Applicant:**

Habitat for Humanity  
2180 Iowa Avenue  
Riverside, CA 92506  
Contact: Kathy Michalak  
(951)787-6754 Ext. 115  
[KMichalak@habitatriverside.org](mailto:KMichalak@habitatriverside.org)

**Public Review Draft: December 29, 2014**

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## MASTER APPLICATION 1463 SUMMARY

### **A. General Plan Amendment (GPA1403)**

GPA 1403 seeks to modify the underlying General Plan land use designations for the subject property from Highest Density Residential, High Density Residential, and Commercial Retail to Medium High Density Residential to allow residential development at 4.9 dwelling units per gross acre.

### **B. Change of Zone (CZ1401)**

CZ 1404 seeks to modify the underlying zoning designations for the subject property from R-3-525, R-3-4,000, & R-3 (General Residential) to R-6 (Residential Incentive) to allow a Planned Residential Development with a minimum lot size of 5,000 square feet.

### **C. Tentative Tract Map (TTM 36720)**

TTM 36720 proposes to subdivide the 5.3 gross acre site into 26 single-family residential lots with a minimum lot size of 5,000 square feet, a small neighborhood park (less than one acre) and a pocket park (named "Recognition Tree Park" in the Development Plan), as well as roadways and other supporting infrastructure.

### **D. Site Development Permit (SDP 31456)**

SDP 31456 proposes a Planned Residential Development in the R-6 zone. Planned Residential Development is a permitted use with an approved Site Development Permit. The overall development includes 26 single-family homes with open space and outdoor recreational facilities for the residents.

## **1.0. INTRODUCTION**

### **1.1 Purpose of an Initial Study Checklist**

The California Environmental Quality Act (CEQA) requires that before a public agency makes a decision to approve a project that could have one or more adverse effects on the physical environment, the agency must inform itself about the project's potential environmental impacts, give the public an opportunity to comment on the environmental issues, and take feasible measures to avoid or reduce potential harm to the physical environment.

The purpose of an Initial Study Checklist is to provide a preliminary analysis of a proposed action to determine whether a Negative Declaration, Mitigated Negative Declaration, or an Environmental Impact Report should be prepared for a project. An Initial Study Checklist also enables an applicant or the City of Jurupa Valley to modify a project, mitigating adverse impacts in lieu of preparing an Environmental Impact Report, thereby potentially enabling the project to qualify for a Negative Declaration or a Mitigated Negative Declaration.

The Initial Checklist Study provides a factual basis for a Negative Declaration, Mitigated Negative Declaration, or serves to focus an Environmental Impact Report on the significant effects of a project.

### **1.2 Purpose of a Mitigated Negative Declaration**

A Mitigated Negative Declaration is a written statement by the City of Jurupa Valley that the Initial Study Checklist identified potentially significant environmental effects of the project but the project is revised or mitigation measures are required to eliminate or mitigate impacts to less than significant levels.

### **1.3 Initial Study Checklist/Mitigated Negative Declaration Document**

This document in its entirety is an Initial Study Checklist/Mitigated Negative Declaration prepared in accordance with the California Environmental Quality Act (CEQA), including all criteria, standards, and procedures of CEQA (California Public Resource Code Section 21000 et seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Section 15000 et seq.).

### **1.4 Public Review and Processing of the Initial Study Checklist/Mitigated Negative Declaration**

This Initial Study Checklist/Mitigated Negative Declaration and a Notice of Intent to adopt the Mitigated Negative Declaration was distributed to the following entities for a 20-day public review period:

- 1) Organizations and individuals who have previously requested such notice in writing to the City of Jurupa Valley;
- 2) Responsible and trustee agencies (public agencies that have a level of discretionary approval over some component of the proposed Project); and
- 3) The Riverside County Clerk.

The Notice of Intent also will be noticed to the general public in the *Riverside County Record*, which is a primary newspaper of circulation in the areas affected by the Project.

The *Notice of Intent* identifies the location(s) where the Initial Study Checklist/Mitigated Negative Declaration and its associated Mitigation Monitoring Reporting Program and technical reports are available for public review. During the 20-day public review period, comments on the adequacy of the Initial Study Checklist/Mitigated Negative Declaration document may be submitted to the City of Jurupa Valley Planning Department.

Following the 20-day public review period, the City of Jurupa Valley Planning Department will review any comment letters received during to determine whether any substantive comments were provided that may warrant revisions or recirculation to the Initial Study Checklist/Mitigated Negative Declaration document. If recirculation is not required (as defined by CEQA Guidelines §15073.5(b)), written and/or oral responses will be provided to the City of Jurupa Valley Planning Commission for review as part of their deliberations concerning the Project.

For this Project, the Jurupa Valley Planning Commission has the authority to recommend, conditionally recommend, or not recommend the Project for approval to the Jurupa Valley City Council. The Jurupa Valley City Council has exclusive authority to approve, conditionally approve, or deny the Project. Accordingly, public hearings will be held before the Jurupa Valley Planning Commission and City Council to consider the proposed Project, any comments received and make a determination on the adequacy of this Initial Study Checklist/Mitigated Negative Declaration.

At the conclusion of the public hearing process, the City Council will take action to approve, conditionally approve, or deny the proposed Project. If approved, the City Council will adopt findings relative to the Project's environmental effects as disclosed in the Initial Study Checklist/Mitigated Negative Declaration and a *Notice of Determination* will be filed with the Riverside County Clerk.

### **1.5 Initial Study Checklist/Mitigated Negative Declaration Findings and Conclusions**

Section 3.0 of this document contains the Environmental Checklist/Initial Study that was prepared for the proposed Project pursuant to CEQA and City of Jurupa Valley requirements.

The Initial Study Checklist determined that implementation of the proposed Project would result in **no impacts or less than significant** environmental impacts to the environment under the following issue areas:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Geology and Soils
- Greenhouse Gas Emission
- Hydrology and Water Quality
- Hazards and Hazardous Materials
- Mineral Resources
- Noise

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- Population and Housing
- Public Services
- Recreation
- Transportation/Traffic, and
- Utilities and Service Systems

The Initial Study Checklist determined that the proposed Project would result in **potentially significant effects** to the following issue areas, but the Project Applicant will incorporate mitigation measures that would avoid or mitigate effects to a point where clearly no significant environmental impacts on the environment would occur:

- Biological Resources
- Cultural Resources
- Land Use and Planning

The Initial Study Checklist determined that, with the incorporation of mitigation measures, there is no substantial evidence, in light of the whole record before the Lead Agency (City of Jurupa Valley), that the Project as revised may have a significant effect on the environment. Therefore, based on the findings of the Initial Study Checklist, the City of Jurupa Valley determined that a Mitigated Negative Declaration is the appropriate CEQA determination for the Project pursuant to CEQA Guidelines § 15070(b).



## 2.0 PROJECT BACKGROUND

### 2.1 Project Location

The City of Jurupa Valley covers approximately 43.5 square miles within the County of Riverside. The City is bordered by the City of Fontana and County of San Bernardino to the north, City of Norco to the south, City of Eastvale to the west, and City of Riverside to the east. (Refer to Exhibit 1, *Regional Vicinity Map*). Specifically, the property is located approximately 420 feet north of Mission Boulevard at the terminus of Amarillo Street. (Refer to Exhibits 1 and 2).

The Project site includes the following Assessor Parcel Numbers:

- 169-100-055
- 169-100-057
- 169-070-035

### 2.2 Existing Site Conditions/Environmental Setting

CEQA Guidelines §15125 establishes requirements for defining the environmental setting to which the environmental effects of a proposed project must be compared. The environmental setting is defined as "...the physical environmental conditions in the vicinity of the project, as they exist at the time the Notice of Preparation is published, or if no Notice of Preparation is published, at the time the environmental analysis is commenced..." (CEQA Guidelines §15125[a]).

In the case of the proposed Project, the Initial Study Checklist determined that a Mitigated Negative Declaration is the appropriate form of CEQA compliance document, which does not require a Notice of Preparation. Thus, the environmental setting for the proposed Project is the approximate date that the Project's Initial Study Checklist commenced in June 2014.

The Project site consists of approximately 5.3 gross acres. The site is primarily rough-graded land with a minimal amount of non-native ruderal vegetation. Topography of the site is relatively flat. The average elevation of the site is 768-776 feet above mean sea level and slopes to the southwest. Primary access to the site is provided from Amarillo Street off Mission Boulevard. Surrounding land uses are shown on Table 1.

**Table 1. Existing Land Uses**

| Location | Existing Use                      |
|----------|-----------------------------------|
| Site     | Vacant                            |
| North    | Mobile Home Park                  |
| South    | Commercial Businesses/Residence   |
| East     | Mobile Home Park/Church/Vacant    |
| West     | Mission Village Senior Apartments |

*Source: Field Inspection, June 2014*

### **2.3 Existing General Plan Land Use and Zoning Designations**

The City of Jurupa Valley is an incorporated city of Riverside County, California. Prior to its incorporation, the area was governed by Riverside County. On March 8, 2011, voters approved a ballot measure designated "Measure A" to incorporate the area into its own city. As a result, the City of Jurupa Valley became an incorporated city on July 1, 2011.

City of Jurupa Valley Ordinance Nos. 2011-01 and 2011-10 adopted all ordinances and resolutions of the County of Riverside in effect as of July 1, 2011 (including land use ordinances and resolutions), to remain in full force and effect as City Ordinances. As such, development activities that occur in the City of Jurupa Valley are regulated by the Riverside County General Plan ("City of Jurupa Valley Plan"), including the Jurupa y Area Plan and applicable portions of the Eastvale Area Plan, and *Riverside County Zoning Ordinance* (Ordinance No. 348) and Subdivision Ordinance (Ordinance No. 460) that were in effect on July 1, 2011, unless otherwise superseded by a City ordinance or resolution.

The General Plan is divided into a number of Area Plans that provide additional guidance for development and more specific land use designations under each Foundation Component category. Thus, each property has a Foundation Component land use designation and a more descriptive Area Plan designation. The Foundation Component designation for the Project site is Community Development.

The Area Plan (i.e. General Plan) land use designations currently assigned to the Project site are Highest Density Residential (20 dwelling units per acre), High Density Residential (8-14 dwelling units per acre), and Commercial Retail. The Highest Density Residential designation applies to approximately 25% of the site and the High Density Residential designation applies to approximately 75% of the site. The Commercial Retail designation applies to a narrow strip of land located on the eastern boundary of the Project site and is approximately 2,178 square feet in size and is most likely a parcel previously used for access.

**Policy Areas**

Policy Areas apply to portions of the General Plan that contain special or unique characteristics that merit detailed attention and focused planning policies. The Project site is located within the *Mission Boulevard Policy Area* which states: “Vacant and/or aging buildings along with numerous vacant lots are scattered throughout many of the commercially designated commercial corridors in Jurupa, including those along Mission Boulevard in Glen Avon. This policy area is intended to facilitate optimum development of these infill properties and stimulate economic development of the communities served by Mission Boulevard.”

A summary of the existing General Plan land use and zoning designations for the Project site and surrounding properties is provided in Table 2.

**Table 2. Existing General Plan and Zoning Designations**

| <b>Location</b>   | <b>General Plan Designation</b>  | <b>Zoning Designation</b>                                      |
|---|--|--|
| Site  | Highest Density Residential (20 du's per gross acre), High Density Residential (8-14 du's per gross acre), and Commercial Retail | R-3-525, R-3-4,000, & R-3 (General Residential)                |
| North   | Medium High Density Residential (5-8 du's per gross acre)  | R-D (Regulated Development Area)                               |
| South   | Highest Density Residential (20 du's per gross acre) and Commercial Retail   | R-3-525, R-3-4,000 & C-1/C-P (General Commercial)              |
| East  | Medium High Density Residential (5-8 du's per gross acre) and Commercial Retail  | R-D(Regulated Development Area) & C-1/C-P (General Commercial) |
| West  | Highest Density Residential (20 du's per gross acre) and Commercial Retail   | R-3-525 & C-1/C-P (General Commercial)                         |
| <i>Source: City of Jurupa Valley-General Plan Land Use Map, City of Jurupa Valley-Existing Zoning Map</i> |  |  |

**2.4 Project Description**

The Project Applicant, Habitat for Humanity, submitted the following applications to the City of Jurupa Valley, which comprise the proposed Project: General Plan Amendment (GPA 1403) Change of Zone (CZ 1404) Tentative Tract Map (TTM 36692), and Site Development Permit (SDP 31456). Collectively, the City of Jurupa Valley refers to these applications as Master Application (MA) No. 1463. In addition, due to the use of former Redevelopment Low and Moderate Income Housing Funds to acquire the property, this is an affordable housing project. Pursuant to Health and Safety Code 33334.3, housing developed on the property must remain available at affordable housing cost to, and occupied by, persons and families of low income for a period of not less than 45 years. Disposition and Development Agreement No. HASA2-15-001 by and between the Housing Authority of the County of Riverside (“Authority”) and Habitat for Humanity Riverside proposes to convey land owned by Authority to Habitat for Humanity Riverside for the development and construction of 26 affordable single-family homes to carry out Authority’s obligation to eliminate blight and provide safe and decent affordable housing.

The Project's application materials are on file with the City of Jurupa Valley Planning Department (8304 Limonite Avenue, Suite "M," Jurupa Valley, CA 92509) and are hereby incorporated by reference.

**A. General Plan Amendment (GPA1403)**

GPA 1403 seeks to modify the underlying General Plan land use designations for the subject property from Highest Density Residential, High Density Residential, and Commercial Retail to Medium High Density Residential to allow residential development at 4.9 dwelling units per gross acre.

**B. Change of Zone (CZ1401)**

CZ 1404 seeks to modify the underlying zoning designations for the subject property from R-3-525, R-3-4,000, & R-3 (General Residential) to R-6 (Residential Incentive) to allow a Planned Residential Development with a minimum lot size of 5,000 square feet.

**C. Tentative Tract Map (TTM 36720)**

TTM 36720 proposes to subdivide the 5.3 gross acre site into 26 single-family residential lots with a minimum lot size of 5,000 square feet, a small neighborhood park (less than one acre) and a pocket park (named "Recognition Tree Park" in the Development Plan), as well as roadways and other supporting infrastructure.

The above land uses and other on-site improvements are further described as follows:

*Single-Family Residential*

Residential lot sizes range from 5,001 square feet to 9,905 square feet. However, the majority of the lot sizes are within the 5,005 square foot range. The Project proposes a density of 4.9 dwelling units per gross acre.

*Neighborhood Park*

The Neighborhood Park is approximately 22,500 sq. ft. (0.52 of an acre) (SIZE WILL CHANGE) in size. The park includes a turf area, a half-court basketball court, a child's playground, and barbeque areas.

*Pocket Park "Recognition Tree Park"*

The pocket park is a place for reflection and recreation. A monument that honors the veterans will be installed in the park. The park will also include gardens and an area for dogs. The design of the Dog Park provides running and play space for dogs (lawn space), and also a buffer to Avon Street to the north-west.

*On-Site Street Improvements*

Access to the Project site is from Amarillo Street, which is an existing improved roadway within a 60-foot right-of-way. Amarillo Street connect to proposed Street "D."

Interior streets are proposed to be improved as Private Streets with a 56 foot right-of-way. Improvements include 2 travel lanes, curb, gutter and sidewalk.

**On-Site Utility and Drainage Improvements**

Water and sewer service to the Project site will be provided by the Jurupa Community Services District. Water is available to serve the Project site from an existing 12-inch diameter water line in Mission Boulevard. Sewer service is available for the Project site from an existing 8-inch sewer line in Mission Boulevard.

Water runoff from Lots 8-26 will be conveyed to the interior streets of the Project site and then directed into the bio-retention areas located in the Neighborhood Park and the Recognition Tree Park. Water runoff from Lots 1-7 will be directed into bi-swales located along the street frontage for each of these lots. Ultimately the water runoff is discharged into the storm drain system in Amarillo Street and then Mission Boulevard.

**D. Site Development Permit (SDP 31456)**

SDP 31456 proposes a Planned Residential Development in the R-6 zone. Planned Residential Development is a permitted use with an approved Site Development Permit. The overall development includes 26 single-family homes with open space and outdoor recreational facilities for the residents.

**E. Off-Site Improvements**

No off-site improvements are proposed. All street, utility, and drainage improvements will connect to existing systems located adjacent to the Project boundaries.

**F. Construction Schedule**

Houses will be constructed based on market demand and absorption. Construction is expected to commence sometime in 2015 and would occur in several general phases... The Project Applicant expects the following time durations for the construction process, which would be somewhat sequential but overlap in some cases:

- Site Preparation: 35-days
- Grading: 60 days
- Building Construction: 180 days
- Architectural Coatings: 86 days
- Paving: 10 days

### Earthwork and Grading

Earthwork and grading details are based on proposed Tentative Tract Map 36720. The Project proposes 5,132 cubic yards (c.y.) of cut and 5,132 c.y. of fill. Because the site is relatively flat and existing grades are generally the same as the surrounding roadways and adjacent properties, no import or export of soil is required and the site will balance on-site.

### **G. Operational Characteristics**

The proposed Project would be operated as a residential community. As such, typical operational characteristics include residents and visitors traveling to and from the site, leisure and maintenance activities occurring on individual residential lots and in the on-site recreational facilities and general maintenance of common areas. Low levels of noise and a moderate level of artificial exterior lighting typical of a residential community is expected.

### Future Population

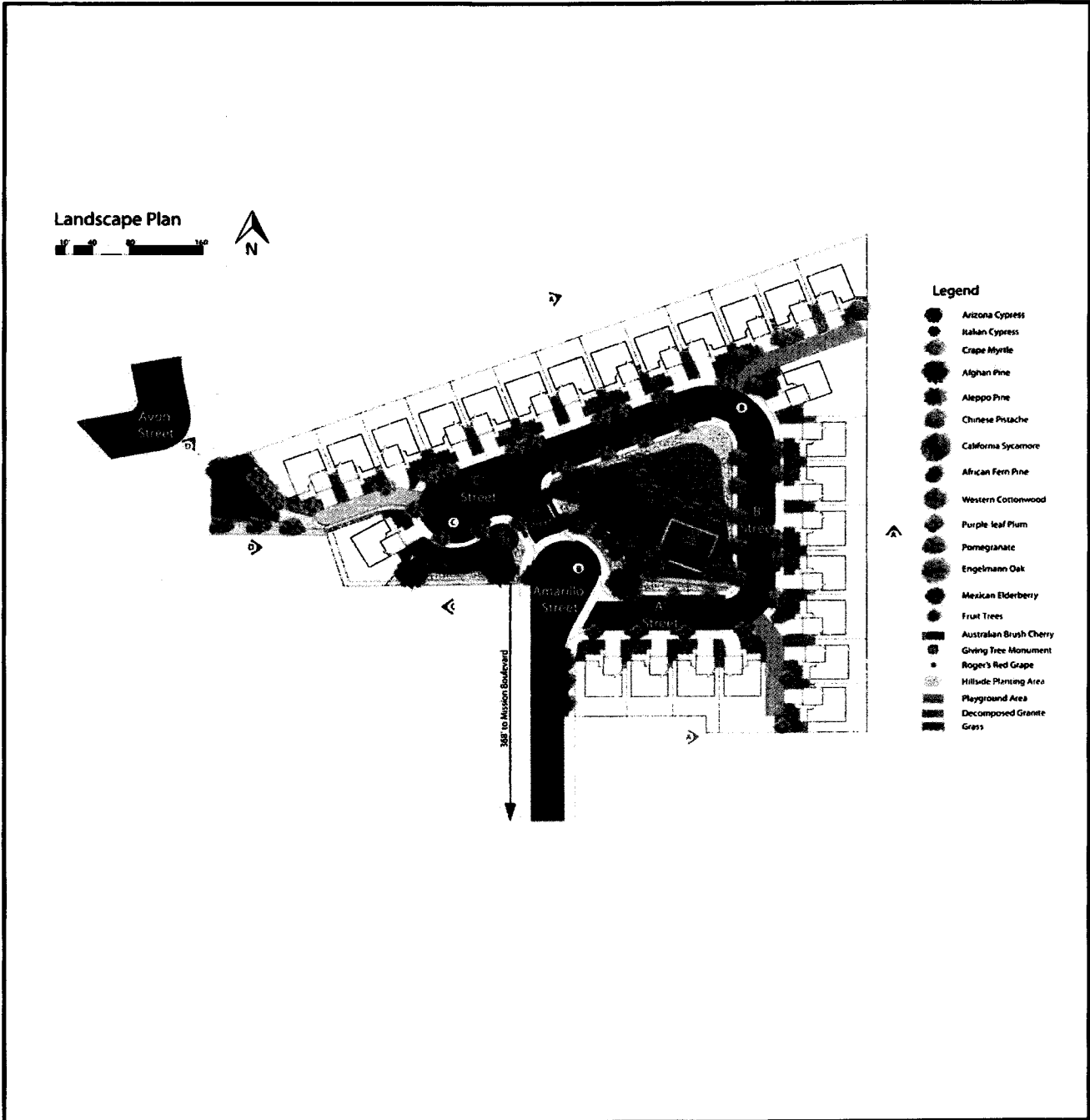
The Project would be developed with 26 single-family detached residential homes. Pursuant to population estimates prepared by the State Department of Finance, single-family detached units within the City are occupied by an average of 3.88 persons per dwelling unit (State of California, Department of Finance, E-5 Population and Housing Estimates for Cities, Counties and the State — January 1, 2011- 2014). Therefore, using population generation estimates provided by the State, the proposed Project could increase the City of Jurupa Valley's population by up to 101 new residents if all the new residents currently reside outside the City limits.

The *General Plan* land use designations currently assigned to the Project site are Highest Density Residential (20 dwelling units per acre), High Density Residential (8-14 dwelling units per acre), and Commercial Retail. The Commercial Retail designation applies to a narrow strip of land located on the eastern boundary of the Project site and is approximately 2,178 square feet in size and is most likely a parcel previously used for access. This area is not used for calculating the population estimates.

If the Project site were built out in accordance with its existing *General Plan* land use designations, a maximum of 68 residential dwelling units could be constructed on the property. (Highest Density Residential @25% = 0.81 acres x 20 units = 16 units; High Density Residential @ 75% = 2.43 acres x 14 units = 34 units; and Medium High Density Residential = 2.27 acres x 8 units = 18 units for a total of 68 units). The Project proposes 26 residential dwelling units which is below the maximum permitted under the *General Plan*.



|                                    |   |                         |
|------------------------------------|---|-------------------------|
| <p><b>Habitat for Humanity</b></p> | <p><b>Location Map</b><br/><b>Aerial Photo</b><br/>APNs 169-100-055,057,169-070-035</p> | <p><b>Exhibit 1</b></p> |
|------------------------------------|---|-------------------------|



**Habitat for Humanity**

**Illustrative Lot Layout**

**Exhibit 2**



### 3.0 INITIAL STUDY/ENVIRONMENTAL CHECKLIST

#### Evaluation Format

This Initial Study Checklist has been prepared in compliance with the California Environmental Quality Act (CEQA) Guidelines. The Project is evaluated based on its potential effect on seventeen (17) environmental factors categorized as follows, as well as Mandatory Findings of Significance:

- |                                     |  |
|-------------------------------------|--|
| 1. Aesthetics                       | 10. Land Use & Planning                |
| 2. Agriculture & Forestry Resources | 11. Mineral Resources                  |
| 3. Air Quality                      | 12. Noise                              |
| 4. Biological Resources             | 13. Population & Housing               |
| 5. Cultural Resources               | 14. Public Services                    |
| 6. Geology & Soils                  | 15. Recreation                         |
| 7. Greenhouse Gas Emissions         | 16. Transportation & Traffic           |
| 8. Hazards & Hazardous Materials    | 17. Utilities & Service Systems        |
| 9. Hydrology & Water Quality        | 18. Mandatory Findings of Significance |

Each factor is analyzed by responding to a series of questions pertaining to the impact of the Project on the particular factor in the form of a checklist. This Initial Study Checklist provides a manner to analyze the impacts of the Project on each factor in order to determine the severity of the impact and determine if mitigation measures can be implemented to reduce the impact to less than significant without having to prepare an Environmental Impact Report.

CEQA also requires Lead Agencies to evaluate potential environmental effects based to the fullest extent possible on scientific and factual data (CEQA Guidelines §15064[b]). A determination of whether or not a particular environmental impact will be significant must be based on substantial evidence, which includes facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts (CEQA Guidelines §15064f[5]).

The effects of the Project are then placed in the following four categories, which are each followed by a summary to substantiate why the Project does not impact the particular factor with or without mitigation. If "Potentially Significant Impacts" that cannot be mitigated are determined, then the Project does not qualify for a Mitigated Negative Declaration and an Environmental Impact Report must be prepared:

| <b><i>Potentially Significant Impact</i></b>  | <b><i>Less Than Significant Impact with Mitigation Incorporated</i></b>   | <b><i>Less Than Significant Impact</i></b>   | <b><i>No Impact</i></b>  |
|---|---|--|--|
| Potentially significant impact(s) have been identified or anticipated that cannot be mitigated to a level of insignificance. An Environmental Impact Report must therefore be prepared. | Potentially significant impact(s) have been identified or anticipated, but mitigation is possible to reduce impact(s) to a less than significant category. Mitigation measures must then be identified. | No "significant" impact(s) identified or anticipated. Therefore, no mitigation is necessary. | No impact(s) identified or anticipated. Therefore, no mitigation is necessary. |

Throughout the impact analysis in this Initial Study Checklist, reference is made to the following:

- **Plans, Policies, Programs (PPP)** – These include existing regulatory requirements such as plans, policies, or programs applied to the Project based on the basis of federal, state, or local law currently in place which effectively reduce environmental impacts.
- **Project Design Features (PDF)** – These measures include features proposed by the Project that are already incorporated into the Project’s design and are specifically intended to reduce or avoid impacts (e.g., water quality treatment basins).
- **Mitigation Measures (MM)** – These measures include requirements that are imposed where the impact analysis determines that implementation of the proposed Project would result in significant impacts. Mitigation measures are proposed to reduce impacts to less than significant levels. In accordance with the requirements of *CEQA*.

Plans, Policies, or Programs (PPP) and the Project Design Features (PDF) were assumed and accounted for in the assessment of impacts for each issue area.

Mitigation Measures (MM) were formulated only for those issue areas where the results of the impact analysis identified significant impacts that could to be reduced to less than significant levels.

All three types of measures described above will be required to be implemented as part of the Project, and will be included in the Mitigation Monitoring and Reporting Program for the Project.

**Environmental Factors Potentially Affected**

The environmental factors checked below would be potentially affected by this Project, involving at least one impact that is a “Potentially Significant Impact” as indicated by the checklist on the following pages.

|  |                                  |  |                                    |
|--|----------------------------------|--|------------------------------------|
|  | Aesthetics                       |  | Land Use and Planning              |
|  | Agriculture and Forest Resources |  | Mineral Resources                  |
|  | Air Quality                      |  | Noise                              |
|  | Biological Resources             |  | Population and Housing             |
|  | Cultural Resources               |  | Public Services                    |
|  | Geology and Soils                |  | Recreation                         |
|  | Greenhouse Gas Emissions         |  | Transportation/Traffic             |
|  | Hazards and Hazardous Materials  |  | Utilities and Service Systems      |
|  | Hydrology and Water Quality      |  | Mandatory Findings of Significance |

Because none of the environmental factors above are “checked”, the Project does not require the preparation of an Environmental Impact Report.

**Determination**

On the basis of this initial evaluation:

I find that the proposed use COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be recommended for adoption.

I find that although the proposal could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the Project have been made by or agreed to by the Project Applicant. A MITIGATED NEGATIVE DECLARATION will be recommended for adoption.

I find that the proposal MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

I find that the proposal MAY have a significant effect(s) on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a "potentially significant impact" or "potentially significant unless mitigated." An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

I find that although the proposed Project could have a significant effect on the environment, because all potentially significant effect (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION, pursuant to all applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures are imposed upon the proposed Project, nothing further is required.



Signature

City of Jurupa Valley

Agency

Thomas G. Merrell, AICP, Planning Director

Printed Name/Title

12/30/14

Date

Habitat for Humanity (MA 1463)  
Initial Study Checklist/Mitigated Negative Declaration  
December 29, 2014

**Appendices (On Compact Disk)**

**Appendix A. Biological Resources Walkover Review**

**Appendix B. Geotechnical Investigation**

**Appendix C. Phase I Environmental Site Assessment**

**Appendix D. Water & Sewer Letter**

**3.1 AESTHETICS**

| <i>Would the Project:</i>  |  | <b>Potentially Significant Impact</b> | <b>Less Than Significant Impact With Mitigation Incorporated</b> | <b>Less Than Significant Impact</b> | <b>No Impact</b> |
|--|--|---------------------------------------|--|-------------------------------------|------------------|
| a. Have a substantial adverse effect on a scenic vista?  |  |                                       |  | ■                                   |                  |
| b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? |  |                                       |  |                                     | ■                |
| c. Substantially degrade the existing visual character or quality of the site and its surroundings?  |  |                                       |  | ■                                   |                  |
| d. Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?                                   |  |                                       |  | ■                                   |                  |

---

**3.1 (a) Have a substantial adverse effect on a scenic vista?**

---

**Determination: Less Than Significant Impact.**

*Sources: General Plan, Jurupa Area Plan, Google Earth, Project Application Materials*

**Plans, Policies, or Programs (PPP)**

The following applies to the Project and would reduce impacts related to scenic vistas. This measure will be included in the Project’s Mitigation Monitoring and Reporting Program:

PPP 3.1-1 As required by the Development Plan for the Project, the proposed residential homes shall be limited to a maximum height limit of 35 feet.

**Project Design Features (PDF)**

There are no Project Design Features applicable to the Project related to this issue.

**Impact Analysis**

The Project site is approximately 5.3 gross acres in size and is located in an area largely characterized by residential and commercial development. To the north, the site is bordered by a residential mobile home park. Several commercial businesses and a residence border the site on the south. A mobile home park, vacant land, and a church border the site to the east. The Mission Village Senior Apartments complex borders the site to the south and west.

The Project proposes to subdivide the 5.3 gross acre site into 26 single-family residential lots, one neighborhood park and pocket park, as well as roadways and other supporting infrastructure.

Landforms visible or periodically visible on clear days from the Project's vicinity include the Jurupa Mountains approximately ½ mile to the north and the Pedley Hills approximately 3.5 miles to the east.

According to the General Plan, scenic vistas are points, accessible to the general public, that provide a view of the countryside. More specifically, a scenic vista is defined as a publically accessible vantage point that provides expansive views of a highly valued landscape. For example, a scenic vista would provide publically accessible vantage points of the Santa Ana River, Jurupa Mountains/Pyrite Canyon, or the Pedley Hills or all three of these features.

As required by PPP 3.1-1 above, the residential structures proposed of the property are restricted to 35 feet in height and would not block or completely obstruct views from surrounding public roadways to the hills and mountains visible in the horizon under existing conditions.

Based on the analysis above, with implementation of PPP 3.1-1, impacts to scenic vistas would be less than significant and no mitigation measures are required.

---

**3.1 (b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?**

---

**Determination: No Impact.**

*Sources: California Department of Transportation "Scenic Highway Program Eligible and Officially Designated Routes," General Plan Figure C-9 - Riverside County Scenic Highways, Google Earth*

**Plans, Policies, or Programs (PPP)**

There are no Plans, Policies, or Programs applicable to the Project related to this issue.

**Project Design Features (PDF)**

There are no Project Design Features applicable to the Project related to this issue.

**Impact Analysis**

Many state highways are located in areas of outstanding natural beauty. California's Scenic Highway Program was created by the Legislature in 1963. Its purpose is to protect and enhance the natural scenic beauty of California highways and adjacent corridors, through special conservation treatment. The state laws governing the Scenic Highway Program are found in the Streets and Highways Code, Sections 260 through 263.

According to the California Department of Transportation, the Project site is not located within a State Scenic Highway. According to the General Plan, the Project site is not adjacent to a County Scenic Highway. Therefore, construction and the long-term operation of the Project would have no impact on scenic resources within a scenic highway and no mitigation measures are required.

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**3.1 (c) Substantially degrade the existing visual character or quality of the site and its surroundings?**

---

**Determination: Less Than Significant Impact.**

*Sources: Project Application Materials, Google Earth*

### **Plans, Policies, or Programs (PPP)**

The following applies to the Project and would reduce impacts related to the visual character and quality of the site and its surroundings. This measure will be included in the Project's Mitigation Monitoring and Reporting Program:

- PPP 3.1-2 As required by the City of Jurupa Valley Subdivision Regulations (Ordinance No. 460, Section 5.3 Planned Developments - Residential, Commercial, and Industrial), floor plans, elevations, landscape plans, wall and fence plans, and other items are required to be submitted with the tentative tract map. The document entitled *Jurupa Valley Veterans Enriched Neighborhood, TTM No. 366720* prepared by Formillus Architecture in conjunction with Gabel, Cook & Associates, Inc. dated November 2014 consists most of the required items by Section 5.3 of Ordinance No. 460. The document serves as the Development Plan for Tentative Tract Map No. 36720 and shall be enforced by the City of Jurupa Valley.

### **Project Design Features (PDF)**

There are no Project Design Features applicable to the Project related to this issue.

### **Impact Analysis**

The Project site is 5.3 acres in size and is primarily rough-graded land with a minimal amount of non-native ruderal vegetation. The Project site is located in an area largely characterized by residential and commercial development. To the north, the site is bordered by a mobile home park. Several commercial businesses and a residence border the site on the south. A mobile home park, vacant land, and a church border the site to the east. The Mission Village Senior Apartments complex borders the site to the south and west.

#### *Construction Impacts*

During the Project's temporary construction period, construction equipment, supplies, and activities would be visible on the subject property from immediately surrounding areas. Construction activities are a common occurrence in the developing Inland Empire region of Southern California and are not considered to substantially degrade the area's visual quality. All construction equipment would be removed from the Project site following completion of the Project's construction activities. For these reasons, the temporary visibility of construction equipment and activities at the Project site would not substantially degrade the visual character of the surrounding area.

#### *Operational Impacts*

Development of the Project site would introduce residential development onto the site. The residential development will consist of single-family detached homes, with related improvements such as roadways, landscaping, walls, street lights, neighborhood park and a pocket park. These improvements would be implemented in accordance with the design standards contained in the

Development Plan prepared for the Project and would be compatible with the development that is adjacent to the Project site.

Based on the analysis above, with implementation of PPP 3.1-2, impacts would be less than significant and no mitigation measures are required.

---

**3.1 (d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?**

---

**Determination: Less Than Significant Impact.**

*Sources: Zoning Design Guidelines, Project Application Materials*

**Plans, Policies, or Programs (PPP)**

The following applies to the Project and would reduce impacts related to light and glare. This measure would be included in the Project's Mitigation Monitoring and Reporting Program:

PPP 3.1-3 As required by the City of Jurupa Valley Design Guidelines, Section II.H, outdoor lighting, other than street lighting, shall be low to the ground or shielded and hooded to avoid shining onto adjacent properties and streets.

**Project Design Features (PDF)**

The following is incorporated into the Project by the applicant, and would reduce impacts related to glare. This measure will be included in the Project's Mitigation Monitoring and Reporting Program:

PDF 3.1-1 As required by the Project's Development Plan, building materials shall consist of stucco exterior with a variety of exterior accent materials (e.g. brick, stone, siding, pre-cast concrete, ceramic tile, timber).

**Impact Analysis**

The proposed Project would increase the amount of light in the area above what is being generated by the vacant site by directly adding new sources of illumination including security and decorative lighting for the proposed houses.

PPP 3.1-3 requires that outdoor lighting, other than street lighting, shall be low to the ground or shielded and hooded to avoid shining onto adjacent properties and streets. PDF 3.1-1 requires that building materials shall consist of stucco exterior with a variety of exterior accent materials (e.g. brick, stone, siding, pre-cast concrete, ceramic tile, timber). These materials are non-reflective and will not contribute to glare.

Based on the analysis above, with implementation of PPP 3.1-3 and PDF 3.1-1, impacts would be less than significant and no mitigation measures are required.



**3.2 AGRICULTURE AND FORESTRY RESOURCES**

| <p><i>In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the Project:</i></p> | <p><b>Potentially Significant Impact</b></p> | <p><b>Less Than Significant Impact With Mitigation Incorporated</b></p> | <p><b>Less Than Significant Impact</b></p> | <p><b>No Impact</b></p> |
|--|--|---|--|-------------------------|
| <p>a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?</p>  |  |   |  | <p>■</p>                |
| <p>b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?</p>  |  |   |  | <p>■</p>                |
| <p>c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?</p>  |  |   |  | <p>■</p>                |
| <p>d. Result in the loss of forest land or conversion of forest land to non-forest use?</p>  |  |   |  | <p>■</p>                |
| <p>e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?</p>  |  |   |  | <p>■</p>                |

---

**3.2 (a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? .**

---

**Determination: No Impact**

*Sources: California Department of Conservation "Farmland Mapping and Monitoring Program: Riverside County Important Farmland 2010", General Plan Multipurpose Open Space Element*

**Plans, Policies, or Programs (PPP)**

There are no Plans, Policies, or Programs applicable to the Project related to this issue.

**Project Design Features (PDF)**

There are no Project Design Features applicable to the Project related to this issue.

**Impact Analysis**

The site does not contain any lands designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance as mapped by the State Department of Conservation Farmland Mapping and Monitoring Program. As such, the Project has no potential to convert such lands to a non-agricultural use and no impact would occur. No mitigation measures are required.

---

**3.2 (b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?**

---

**Determination: No Impact.**

*Sources: Jurupa Valley General Plan Land Use Map, Jurupa Valley Zoning Map, "RCIP General Plan Land Use Designations - Zoning Consistency Guidelines"*

**Plans, Policies, or Programs (PPP)**

There are no Plans, Policies, or Programs applicable to the Project related to this issue.

**Project Design Features (PDF)**

There are no Project Design Features applicable to the Project related to this issue.

**Impact Analysis**

The Project site is zoned R-3-525, R-3-4,000, and R-3 (General Residential). The proposed zoning is R-6 (Residential Incentive). Both of these zoning classifications are not considered agricultural zones.

Pursuant to the California Land Conservation Act of 1965, a Williamson Act Contract enables private landowners to voluntarily enter into contracts with local governments for the purpose of restricting specific parcels of land to agricultural or related open space use. In return, landowners receive lower property tax assessments based upon farming and open space uses as opposed to full

market value. According to the Riverside County Land Information System, the site is not under a Williamson Act Contract. As such, there is no impact. No mitigation measures are required.

---

**3.2 (c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?**

---

**Determination: No Impact.**

*Sources: General Plan Land Use Map, Zoning Map*

**Plans, Policies, or Programs (PPP)**

There are no Plans, Policies, or Programs applicable to the Project related to this issue.

**Project Design Features (PDF)**

There are no Project Design Features applicable to the Project related to this issue.

**Impact Analysis**

The Project site is zoned R-3-525, R-3-4,000, and R-3 (General Residential). The proposed zoning is R-6 (Residential Incentive). No forest land, timberland, or timberland production occurs on the site so zoning for such uses or activities will not be impacted. Therefore, no impacts would occur and no mitigation measures are required.

---

**3.2 (d) Result in the loss of forest land or conversion of forest land to non-forest use?**

---

**Determination: No Impact.**

*Source: Field Survey*

**Plans, Policies, or Programs (PPP)**

There are no Plans, Policies, or Programs applicable to the Project related to this issue.

**Project Design Features (PDF)**

There are no Project Design Features applicable to the Project related to this issue.

### **Impact Analysis**

The Project site consists of vacant land and does not contain forest land. Therefore, no impacts would occur and no mitigation measures are required.

---

**3.2 (e) *Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?***

---

#### **Determination: No Impact.**

*Sources: General Plan Land Use Map, Field Survey*

#### **Plans, Policies, or Programs (PPP)**

There are no Plans, Policies, or Programs applicable to the Project related to this issue.

#### **Project Design Features (PDF)**

There are no Project Design Features applicable to the Project related to this issue.

### **Impact Analysis**

The Project site is approximately 5.3 gross acres in size and is located in an area largely characterized by residential and commercial development. To the north, the site is bordered by a residential mobile home park. Several commercial businesses and a residence border the site on the south. A mobile home park, vacant land, and a church border the site to the east. The Mission Village Senior Apartments complex borders the site to the south and west. There is no land being used for agricultural purposes in the vicinity of the site. As such, the Project would not result in conversion of Farmland to non-agricultural use and no impacts would occur. No mitigation measures are required.

**3.3 AIR QUALITY**

| <i>Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the Project:</i>  | <b>Potentially Significant Impact</b> | <b>Less Than Significant Impact With Mitigation Incorporated</b> | <b>Less Than Significant Impact</b> | <b>No Impact</b> |
|---|---------------------------------------|--|-------------------------------------|------------------|
| a. Conflict with or obstruct implementation of the applicable air quality plan?   |                                       |  | ■                                   |                  |
| b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?  |                                       |  | ■                                   |                  |
| c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? |                                       |  | ■                                   |                  |
| d. Expose sensitive receptors to substantial pollutant concentrations?  |                                       |  | ■                                   |                  |
| e. Create objectionable odors affecting a substantial number of people?   |                                       |  | ■                                   |                  |

***3.3 (a) Conflict with or obstruct implementation of the applicable air quality plan (South Coast Air Quality Management District)?***

**Determination: Less Than Significant Impact.**

*Sources: California Emissions Estimator Model, South Coast Air Quality Management District, Air Quality Management Plan, CEQA Air Quality Handbook, Project Application Materials*

**Plans, Policies, or Programs (PPP)**

There are no Plans, Policies, or Programs applicable to the Project related to this issue.

**Project Design Features (PDF)**

There are no Project Design Features applicable to the Project related to this issue.

**Impact Analysis**

*Federal Air Quality Standards*

Under the Federal Clean Air Act, the Federal Environmental Protection Agency establishes health-based air quality standards that California must achieve. These are called "national ambient air quality standards" and they apply to what are called "criteria pollutants." Ambient (i.e. surrounding) air quality standard establish a concentration above which a criteria pollutant is known to cause adverse health effects to people. The national ambient air quality standards apply to the following criteria pollutants:

- Ozone (8-hour standard)
- Respirable Particulate Matter (PM<sub>10</sub>)
- Fine Particulate Matter (PM<sub>2.5</sub>)
- Carbon Monoxide (CO)
- Nitrogen Dioxide (NO<sub>x</sub>)
- Sulphur Dioxide (SO<sub>2</sub>), and
- Lead.

#### *State Air Quality Standards*

Under the California Clean Air Act, the California Air Resources Board also establishes health-based air quality standards that cities and counties (including Jurupa Valley) must meet. These are called “state ambient air quality standards” and they apply to the following criteria pollutants:

- Ozone (1-hour standard)Ozone
- (8-hour standard)
- Respirable Particulate Matter (PM<sub>10</sub>)
- Fine Particulate Matter (PM<sub>2.5</sub>)
- Carbon Monoxide (CO)
- Nitrogen Dioxide (NO<sub>x</sub>)
- Sulphur Dioxide (SO<sub>2</sub>), and
- Lead

#### *Regional Air Quality Standards*

The City of Jurupa Valley is located within the South Coast Air Basin which is under the jurisdiction of the South Coast Air Quality Management District. The District develops plans and regulations designed to achieve these both the national and state ambient air quality standards described above.

#### *Attainment Designation*

An “attainment” designation for an area signifies that criteria pollutant concentrations did not exceed the established standard. In contrast to attainment, a “nonattainment” designation indicates that a criteria pollutant concentration has exceeded the established standard.

Table 3 shows the attainment status of criteria pollutants in the South Coast Air Basin.

**Table 3. Attainment Status of Criteria Pollutants in the South Coast Air Basin.**

| Criteria Pollutant                   | State Designation | Federal Designation |
|--------------------------------------|-------------------|---------------------|
| Ozone – 1 hour standard              | Nonattainment     | No Standard         |
| Ozone – 8 hour standard              | Nonattainment     | Nonattainment       |
| Respirable Particulate Matter (PM10) | Nonattainment     | Nonattainment       |
| Fine Particulate Matter (PM2.5)      | Nonattainment     | Nonattainment       |
| Carbon Monoxide (CO)                 | Attainment        | Attainment          |
| Nitrogen Dioxide (NOx)               | Nonattainment     | Attainment          |
| Sulfur Dioxide (SO2)                 | Attainment        | Attainment          |
| Lead                                 | Attainment        | Attainment          |

*Source: South Coast Air Quality Management District, 2014*

**Air Quality Management Plan**

The South Coast Air Quality Management District is required to produce air quality management plans directing how the South Coast Air Basin’s air quality will be brought into attainment with the national and state ambient air quality standards. The most recent air quality management plan is 2012 Air Quality Management Plan and it is applicable to City of Jurupa Valley. The purpose of the 2012 Air Quality Management Plan is to achieve and maintain both the national and state ambient air quality standards described above.

In order to determine if a project is consistent with the 2012 Air Quality Management Plan, the South Coast Air Quality Management District has established consistency criterion which are defined in Chapter 12, Sections 12.2 and 12.3 of the South Coast Air Quality Management District’s CEQA Air Quality Handbook and are discussed below.

**Consistency Criterion No. 1:** *The proposed project will not result in an increase in the frequency or severity of existing air quality violations or cause or contribute to new violations, or delay the timely attainment of air quality standards or the interim emissions reductions specified in the 2012 Air Quality Management Plan.*

Consistency Criterion No. 1 refers to violations of the California Ambient Air Quality Standards and National Ambient Air Quality Standards. As evaluated under Issues 3.3 (b), (c), and (d), below, the Project would not exceed regional or localized significance thresholds for any criteria pollutant during construction or during long-term operation. Accordingly, the Project’s regional and localized emissions would not contribute substantially to an existing or potential future air quality violation or delay the attainment of air quality standards.

**Consistency Criterion No. 2:** *The proposed project will not exceed the assumptions in the 2012 Air Quality Management Plan.*

The growth forecasts used in the 2012 Air Quality Management Plan to project future emissions levels are based on the projections of the Regional Transportation Model utilized by the Southern California Association of Governments, which incorporates land use data provided by city and county General Plans, as well as assumptions regarding population number, location of population growth, and a regional housing needs assessment.

The General Plan land use designations currently assigned to the Project site are Highest Density Residential (20 dwelling units per acre), High Density Residential (8-14 dwelling units per acre), and Commercial Retail. The Commercial Retail designation applies to a narrow strip of land located on the eastern boundary of the Project site and is approximately 2,178 square feet in size and is most likely a parcel previously used for access. This area is not used for calculating the population estimates.

If the Project site were built out in accordance with its existing *General Plan* land use designations, a maximum of 68 residential dwelling units could be constructed on the property. (Highest Density Residential @25% = 0.81 acres x 20 units = 16 units; High Density Residential @ 75% = 2.43 acres x 14 units = 34 units; and Medium High Density Residential = 2.27 acres x 8 units = 18 units for a total of 68 units). The Project proposes 26 residential dwelling units which is the maximum permitted under the *General Plan*.

The 2012 Air Quality Management Plan relied in part upon the City's General Plan for the growth forecast estimates used in the 2012 Air Quality Management Plan. As such, the Project would not exceed the assumptions in the 2012 Air Quality Management Plan because it does not exceed the growth forecasts contained in the Plan.

For the reasons stated above, the Project would not result in an increase in the frequency or severity of existing air quality violations or cause or contribute to new violations, delay the timely attainment of air quality standards or the interim emissions reductions specified in the 2012 Air Quality Management Plan. In addition, the Project would not exceed the growth assumptions in the 2012 Air Quality Management Plan. As such, the Project would be consistent with the 2012 Air Quality Management Plan and impacts would be less than significant and no mitigation measures are required.

---

**3.3(b) *Violate any air quality standard or contribute substantially to an existing or projected air quality violation?***

---

**Determination: Less Than Significant Impact.**

*Sources: California Emissions Estimator Model, South Coast Air Quality Management District, Air Quality Management Plan, CEQA Air Quality Handbook, Project Application Materials*

**Plans, Policies, or Programs (PPP)**

The following apply to the Project and would reduce impacts related to air quality violations. These measures will be included in the Project's Mitigation Monitoring and Reporting Program:

- PPP 3.3-1      The Project is required to comply with the provisions of South Coast Air Quality Management District Rule 403, "Fugitive Dust." Rule 403 requires implementation of best available dust control measures during construction activities that generate



fugitive dust, such as earth moving and stockpiling activities, grading, and equipment travel on unpaved roads.

- PPP 3.3-2 The Project is required to comply with California Code of Regulations Title 13, Division 3, Chapter 1, Article 4.5, Section 2025, "Regulation to Reduce Emissions of Diesel Particulate Matter, Oxides of Nitrogen and Other Criteria Pollutants from In-Use Heavy-Duty Diesel-Fueled Vehicles" and California Code of Regulations Title 13, Division 3, Chapter 10, Article 1, Section 2485, "Airborne Toxic Control Measure to Limit Diesel-Fueled Commercial Motor Vehicle Idling."
- PPP 3.3-3 The Project is required to comply with the provisions of South Coast Air Quality Management District *Rule 1113, "Architectural Coatings"* and *Rule 431.2, "Sulfur Content of Liquid Fuels."* Adherence to *Rule 1113* limits the release of volatile organic compounds (VOCs) into the atmosphere during painting and application of other surface coatings. Adherence to *Rule 431.2* limits the release of sulfur dioxide (SO<sub>x</sub>) into the atmosphere from the burning of fuel.
- PPP 3.3-4 The Project is required to comply with the provisions of South Coast Air Quality Management District *Rule 1186 "PM<sub>10</sub> Emissions from Paved and Unpaved Roads and Livestock Operations"* and *Rule 1186.1, "Less-Polluting Street Sweepers."* Adherence to *Rule 1186* and *Rule 1186.1* reduces the release of criteria pollutant emissions into the atmosphere during construction.

### **Project Design Features (PDF)**

There are no Project Design Features applicable to the Project related to this issue.

### **Impact Analysis**

As shown in Table 3 above, the South Coast Air Basin, in which the Project is located, is considered to be in "non-attainment" status for several criteria pollutants.

The South Coast Air Quality Management District has developed regional and localized significance thresholds for regulated pollutants. Any project in the South Coast Air Basin with daily emissions that exceed any of the indicated regional or localized significance thresholds would be considered to contribute to a projected air quality violation. The Proposed Project's regional and localized air quality impacts are discussed below.

### ***Regional Impact Analysis***

As with any new development project, the Proposed Project has the potential to generate pollutant concentrations during both construction activities and long-term operation. The following provides an analysis based on the applicable regional significance thresholds established by the South Coast Air Quality Management District in order to meet national and state air quality standards.

**Table 4. South Coast Air Quality Management District Air Quality Regional Significance Thresholds**

| <b>Pollutant</b> | <b>Emissions (Construction)<br/>(pounds/day)</b> | <b>Emissions (Operational)<br/>(pounds/day)</b> |
|------------------|--|---|
| NOx              | 100  | 55  |
| VOC              | 75   | 55  |
| PM10             | 150  | 150   |
| PM2.5            | 55   | 55  |
| SOx              | 150  | 150   |
| CO               | 550  | 550   |
| Lead             | 3  | 3   |

*Source: South Coast Air Quality Management District CEQA Air Quality Significance Thresholds (2009)*

Both construction and operational emissions for the Project were estimated by using the California Emissions Estimator Model which is a statewide land use emissions computer model designed to provide a uniform platform for government agencies to quantify potential criteria pollutant emissions associated with both construction and operations from a variety of land use projects. The model can be used for a variety of situations where an air quality analysis is necessary or desirable such as California Environmental Quality Act (CEQA) documents and is authorized for use by the South Coast Air Quality Management District.

*Construction Related Impacts*

Construction activities associated with the proposed Project will result in emissions of CO, VOCs, NOx, SOx, PM10, and PM2.5. Construction related emissions are expected from the following onsite and offsite construction activities:

- Site Preparation
- Grading
- Building Construction
- Paving
- Architectural Coatings (Painting)

Assumptions for equipment use and duration used to estimate air quality emissions are shown in Table 5.

**Table 5. Construction Equipment by Phase**

| Phase   | Days      | Equipment   |
|---|-----------|---|
| Site Preparation                                    | 35-days   | 3-rubber tire dozers (8-hrs/day),<br>4 tractor/loader/backhoes (8-hrs/day)  |
| Grading   | 60-days   | 1 excavator (8-hrs/day), 1 rubber tire dozer (8-hrs/day),<br>1 grader (8-hrs/day),<br>3 tractor/loader/backhoes (8-hrs/day) |
| Construction  | 180-days. | 1 crane (7-hrs/day), 3 forklifts (8-hrs/day),<br>3 tractor/loader/backhoes (7-hrs/day),<br>1 generator set (8-hrs/day)      |
| Paving  | 10-days   | 2 pavers (8-hrs/day), 2 rollers (8-hrs/day),<br>2 paving equipment (8-hrs/days)   |
| Architectural Coating                               | 86-days.  | 1 Air Compressor (6-hrs/day)  |
| <i>Source: California Emissions Estimator Model</i> |           |   |

Table 6 shows the South Coast Air Quality Management District Regional Thresholds for construction emissions compared to the Project's maximum daily summer emissions *without* utilizing Best Available Control Measures contained in South Coast Air Quality Management District regulatory requirements to present a "worst case scenario."

**Table 6. Maximum Daily Construction Emissions**

| Maximum Daily Emissions  | Emissions (pounds per day) |           |            |            |            |           |
|--|----------------------------|-----------|------------|------------|------------|-----------|
|  | NOx                        | VOC       | CO         | SOx        | PM10       | PM2.5     |
|  | 58.20                      | 11.93     | 44.23      | 0.05       | 21.58      | 12.89     |
| <b>Regional Threshold</b>                                      | <b>100</b>                 | <b>75</b> | <b>550</b> | <b>150</b> | <b>150</b> | <b>55</b> |
| <b>Exceeds Regional Threshold?</b>                             | <b>NO</b>                  | <b>NO</b> | <b>NO</b>  | <b>NO</b>  | <b>NO</b>  | <b>NO</b> |
| <i>Source: SCAQMD and California Emissions Estimator Model</i> |                            |           |            |            |            |           |

As shown in Table 6 above, construction related emissions would not exceed South Coast Air Quality Management District regional construction criteria thresholds. Accordingly, the Project would not emit substantial concentrations of these pollutants during construction and would not contribute to an existing or projected air quality violation, on a direct or cumulative basis.

*Long-Term Regional Operation Related Impacts*

The proposed Project would be operated as a residential community. Typical operation of a residential community would include residents and visitors traveling to and from the proposed residences, parks, and general maintenance activities.

Table 7 shows the South Coast Air Quality Management District Regional Thresholds for operational emissions compared to the Project's maximum daily emissions during the summer months to present a "worst case scenario."

**Table 7. Maximum Daily Operational Emissions**

| Maximum Daily Emissions  | Emissions (pounds per day) |           |            |            |            |           |
|--|----------------------------|-----------|------------|------------|------------|-----------|
|  | NOx                        | VOC       | CO         | SOx        | PM10       | PM2.5     |
|  | 4.17                       | 12.83     | 30.88      | 0.05       | 4.56       | 2.95      |
| <b>Regional Threshold</b>                                      | <b>55</b>                  | <b>55</b> | <b>550</b> | <b>150</b> | <b>150</b> | <b>55</b> |
| <b>Exceeds Regional Threshold?</b>                             | <b>NO</b>                  | <b>NO</b> | <b>NO</b>  | <b>NO</b>  | <b>NO</b>  | <b>NO</b> |
| <i>Source: SCAQMD and California Emissions Estimator Model</i> |                            |           |            |            |            |           |

As shown in Table 7 above, operational related emissions would not exceed South Coast Air Quality Management District regional operational criteria thresholds. Accordingly, the Project would not emit substantial concentrations of these pollutants during operation and would not contribute to an existing or projected air quality violation, on a direct or cumulative basis.

Based on the analysis above, regional air quality impacts would be less than significant and no mitigation measures are required. With implementation of PPP 3.3-1 through PPP 3.3-4, impacts would be further reduced to the maximum extent feasible.

**Localized Impact Analysis**

As previously discussed, the South Coast Air Quality Management District has established that impacts to air quality are significant if there is a potential to contribute or cause localized exceedances of the national and/or state ambient air quality standards. The South Coast Air Quality Management District has established Localized Significance Thresholds which were developed in response to environmental justice and health concerns raised by the public regarding exposure of individuals to criteria pollutants in local communities.

Localized Significance Thresholds are only applicable to the following criteria pollutants: oxides of nitrogen (NOX), carbon monoxide (CO), particulate matter less than 10 microns in aerodynamic diameter (PM10) and particulate matter less than 2.5 microns in aerodynamic diameter (PM2.5). Localized Significance Threshold's represent the maximum emissions from a project that are not expected to cause or contribute to an exceedance of the most stringent applicable national or state ambient air quality standard, and are developed based on the ambient concentrations of that pollutant for each source receptor area and distance to the nearest sensitive receptor.

**Construction-Related Localized Emissions**

Table 8 shows the South Coast Air Quality Management's Localized Significance Thresholds for construction emissions compared to the Project's maximum daily emissions.

**Table 8. Summary of Construction Localized Emissions**

| Construction Activity                               | NOx   | CO    | PM <sub>10</sub> | PM <sub>2.5</sub> |
|---|-------|-------|------------------|-------------------|
| Maximum Daily Emissions                             | 58.15 | 44.19 | 7.31             | 6.8               |
| SCAQMD Localized Threshold                          | 277   | 1,577 | 13               | 8                 |
| Exceeds Threshold?                                  | NO    | NO    | NO               | NO                |
| <i>Source: California Emissions Estimator Model</i> |       |       |                  |                   |

As shown on Table 8, operational emissions would not exceed Localized Significance Thresholds for PM<sub>10</sub> and PM<sub>2.5</sub>.

*Operational-Related Localized Emissions*

Table 9 shows the South Coast Air Quality Management District’s Localized Significance Thresholds compared to the Project’s maximum localized emissions.

**Table 9. Summary of Operational Localized Emissions**

| Operational Activity                                | NOx  | CO    | PM <sub>10</sub> | PM <sub>2.5</sub> |
|---|------|-------|------------------|-------------------|
| Maximum Daily Emissions                             | 3.55 | 20.77 | 3.04             | 1.64              |
| SCAQMD Localized Threshold                          | 270  | 1,577 | 4                | 2                 |
| Exceeds Threshold?                                  | NO   | NO    | NO               | NO                |
| <i>Source: California Emissions Estimator Model</i> |      |       |                  |                   |

As shown on Table 9, operational emissions would not exceed Localized Significance Thresholds for PM<sub>10</sub> and PM<sub>2.5</sub>.

*CO Hot Spots*

CO Hot Spots are typically associated with idling vehicles at extremely busy intersections (i.e., intersections with an excess of 100,000 vehicle trips per day). There are no intersections in the vicinity of the Project site which exceed the 100,000 vehicle per day threshold typically associated with CO Hot Spots. In addition, the South Coast Air Basin has been designated as an attainment area for CO since 2007. Therefore, Project-related vehicular emissions would not create a Hot Spot and would not substantially contribute to an existing or projected CO Hot Spot.

Based on the analysis above, impacts would be less than significant and no mitigation measures are required. With implementation of PPP 3.3-1 through PPP 3.3-4, impacts would be further reduced to the maximum extent feasible.

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**3.3(c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?**

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**Determination: Less Than Significant Impact.**

*Sources: California Emissions Estimator Model, South Coast Air Quality Management District, Air Quality Management Plan, CEQA Air Quality Handbook, Project Application Materials*

**Plans, Policies, or Programs (PPP)**

The following apply to the Project and would reduce impacts related to a cumulatively considerable net increase of any criteria pollutant. These measures will be included in the Project's Mitigation Monitoring and Reporting Program:

- PPP 3.3-1 The Project is required to comply with the provisions of South Coast Air Quality Management District Rule 403, "Fugitive Dust." Rule 403 requires implementation of best available dust control measures during construction activities that generate fugitive dust, such as earth moving and stockpiling activities, grading, and equipment travel on unpaved roads.
- PPP 3.3-2 The Project is required to comply with California Code of Regulations Title 13, Division 3, Chapter 1, Article 4.5, Section 2025, "Regulation to Reduce Emissions of Diesel Particulate Matter, Oxides of Nitrogen and Other Criteria Pollutants from In-Use Heavy-Duty Diesel-Fueled Vehicles" and California Code of Regulations Title 13, Division 3, Chapter 10, Article 1, Section 2485, "Airborne Toxic Control Measure to Limit Diesel-Fueled Commercial Motor Vehicle Idling."
- PPP 3.3-3 The Project is required to comply with the provisions of South Coast Air Quality Management District Rule 1113, "Architectural Coatings" and Rule 431.2, "Sulfur Content of Liquid Fuels." Adherence to Rule 1113 limits the release of volatile organic compounds (VOCs) into the atmosphere during painting and application of other surface coatings. Adherence to Rule 431.2 limits the release of sulfur dioxide (SO<sub>x</sub>) into the atmosphere from the burning of fuel.
- PPP 3.3-4 The Project is required to comply with the provisions of South Coast Air Quality Management District Rule 1186 "PM<sub>10</sub> Emissions from Paved and Unpaved Roads and Livestock Operations" and Rule 1186.1, "Less-Polluting Street Sweepers." Adherence to Rule 1186 and Rule 1186.1 reduces the release of criteria pollutant emissions into the atmosphere during construction.

**Project Design Features (PDF)**

There are no Project Design Features applicable to the Project related to this issue.

**Impact Analysis**

If an area is in nonattainment for a criteria pollutant, then the background concentration of that pollutant has historically been over the ambient air quality standard. It follows if a project exceeds the regional threshold for that nonattainment pollutant, then it would result in a cumulatively considerable net increase of that pollutant and result in a significant cumulative impact.

As discussed in Issue 3.3(b) above, the Project would not exceed the regional or localized significance thresholds for construction or operational activities. The Project would comply with

South Coast Air Quality Management District Rule 403 (fugitive dust control) during construction, as well as all other adopted Air Quality Management Plan emissions control measures. Per South Coast Air Quality Management District rules and mandates, as well the California Environmental Quality Act requirement that impacts be mitigated to the maximum extent feasible, these same requirements would also be imposed on all projects within the South Coast Air Basin area, which would include all related projects.

Based on the analysis above impacts would be less than significant and no mitigation measures are required. With implementation of PPP 3.3-1 through PPP 3.3-4, impacts would be further reduced to the maximum extent feasible.

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**3.3(d) Expose sensitive receptors to substantial pollutant concentrations?**

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**Determination: Less Than Significant Impact.**

*Sources, South Coast Air Quality Management District, CALLEMod*

**Plans, Policies, or Programs (PPP)**

The following apply to the Project and would reduce impacts related to substantial pollutant concentrations to sensitive receptors. These measures will be included in the Project's Mitigation Monitoring and Reporting Program:

- PPP 3.3-1 The Project is required to comply with the provisions of South Coast Air Quality Management District Rule 403, "Fugitive Dust." Rule 403 requires implementation of best available dust control measures during construction activities that generate fugitive dust, such as earth moving and stockpiling activities, grading, and equipment travel on unpaved roads.
- PPP 3.3-2 The Project is required to comply with California Code of Regulations Title 13, Division 3, Chapter 1, Article 4.5, Section 2025, "Regulation to Reduce Emissions of Diesel Particulate Matter, Oxides of Nitrogen and Other Criteria Pollutants from In-Use Heavy-Duty Diesel-Fueled Vehicles" and California Code of Regulations Title 13, Division 3, Chapter 10, Article 1, Section 2485, "Airborne Toxic Control Measure to Limit Diesel-Fueled Commercial Motor Vehicle Idling."
- PPP 3.3-3 The Project is required to comply with the provisions of South Coast Air Quality Management District Rule 1113, "Architectural Coatings" and Rule 431.2, "Sulfur Content of Liquid Fuels." Adherence to Rule 1113 limits the release of volatile organic compounds (VOCs) into the atmosphere during painting and application of other surface coatings. Adherence to Rule 431.2 limits the release of sulfur dioxide (SO<sub>x</sub>) into the atmosphere from the burning of fuel.
- PPP 3.3-4 The Project is required to comply with the provisions of South Coast Air Quality Management District Rule 1186 "PM<sub>10</sub> Emissions from Paved and Unpaved Roads and Livestock Operations" and Rule 1186.1, "Less-Polluting Street Sweepers." Adherence to Rule 1186 and Rule 1186.1 reduces the release of criteria pollutant emissions into the atmosphere during construction.

### **Project Design Features (PDF)**

There are no Project Design Features applicable to the Project related to this issue.

### **Impact Analysis**

Sensitive receptors (i.e., children, senior citizens, and acutely or chronically ill people) are more susceptible to the effects of air pollution than the general population. Land uses that are considered sensitive receptors typically include residences, schools, playgrounds, childcare centers, hospitals, convalescent homes, and retirement homes. To the north, the site is bordered by a residential mobile home park. Several commercial businesses and a residence border the site on the south. A mobile home park, vacant land, and a church border the site to the east. The Mission Village Senior Apartments complex borders the site to the south and west. The residential uses adjacent to the site are considered sensitive receptors.

As indicated above under the discussion of Issue 3.3 (b)), the Project would not exceed any of the South Coast Air Quality Management District's Localized Significance Thresholds during near-term construction or long-term operation. In addition, the Project would not create a CO Hot Spot. Accordingly, Project-related localized emissions would not expose sensitive receptors to substantial pollutant concentrations during construction or long-term operation, and impacts would be less than significant. With implementation of PPP 3.3-1 through PPP 3.3-4, impacts would be further reduced to the maximum extent feasible.

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### **3.3 (e) Create objectionable odors affecting a substantial number of people?**

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#### **Determination: Less Than Significant Impact.**

*Source: CEQA Air Quality Handbook, Project Application Materials*

### **Plans, Policies, or Programs (PPP)**

The following applies to the Project and would reduce impacts related to objectionable odors. This measure will be included in the Project's Mitigation Monitoring and Reporting Program:

PPP 3.3-5      The Project is required to comply with the provisions of South Coast Air Quality Management District Rule 402 "Nuisance." Adherence to Rule 402 reduces the release of odorous emissions into the atmosphere.

### **Project Design Features (PDF)**

There are no Project Design Features applicable to the Project related to this issue.

### **Impact Analysis**

According to the South Coast Air Quality Management District CEQA Air Quality Handbook, land uses associated with odor complaints typically include agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting, refineries, landfills, dairies, and fiberglass molding. The Project does not include any the above identified uses and therefore would not produce objectionable odors during operation.



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Construction activities both onsite and offsite could produce odors from equipment exhaust, application of asphalt, and/or the application of architectural coatings. However, any odors emitted during construction would be temporary, short-term, and intermittent in nature, and would cease upon completion of construction activities.

Based on the analysis above impacts would be less than significant and no mitigation measures are required. With implementation of PPP 3.3-5, impacts would be further reduced to the maximum extent feasible.

**3.4 BIOLOGICAL RESOURCES**

| <i>Would the Project:</i>  | Potentially Significant Impact | Less Than Significant Impact With Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------|---|------------------------------|-----------|
| a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? |                                | ■   |                              |           |
| b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?   |                                |   |                              | ■         |
| c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?   |                                |   |                              | ■         |
| d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?   |                                |   |                              | ■         |
| e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?  |                                |   |                              | ■         |
| f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?   |                                | ■   |                              |           |

---

**3.4(a)** *Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*

---

**Determination: Less Than Significant with Mitigation Incorporated.**

*Source: Biological Resources Walkover Review (Appendix A)*

### **Plans, Policies, or Programs (PPP)**

The following applies to the Project and would reduce impacts related to impacts to candidate, sensitive, or special status species. This measure will be included in the Project's Mitigation Monitoring and Reporting Program:

PPP 3.4-1      The Project is required to pay mitigation fees pursuant to the Western Riverside County Multiple Species Habitat Conservation Plan (MHSCP) Plan.

### **Project Design Features (PDF)**

There are no *Project Design Features* applicable to the Project related to this issue.

### **Impact Analysis**

The project area is almost entirely covered by disturbed, ruderal vegetation. Sporadic ornamental plant and tree species were also found on site. No indication of habitat conducive to sensitive species was noted due to the highly disturbed nature of the site. No large burrows were found in the area and the particularly dense ruderal vegetation suggest poor habitat for burrowing owl. However, their presence cannot be ruled out because burrowing owls have been known to occupy disturbed sites. Mitigation is required.

### **Mitigation Measures (MM)**

***MM-BIO-1: Pre-Construction Burrowing Owl Survey.*** Within 30 calendar days prior to grading, a qualified biologist shall conduct a survey of the Project's proposed impact footprint and make a determination regarding the presence or absence of the burrowing owl. The determination shall be documented in a report and shall be submitted, reviewed, and accepted by the City of Jurupa Valley Planning Department prior to the issuance of a grading permit and subject to the following provisions:

- a. *In the event that the pre-construction survey identifies no burrowing owls in the impact area, a grading permit may be issued without restriction.*
- b. *In the event that the pre-construction survey identifies the presence of at least one individual but less than three (3) mating pairs of burrowing owl, then prior to the issuance of a grading permit and prior to the commencement of ground-disturbing activities on the property, the qualified biologist shall passively or actively relocate any burrowing owls. Passive relocation, including the required use of one-way doors to exclude owls from the site and the collapsing of burrows, will occur if the biologist determines that the proximity and availability of alternate habitat is suitable for successful passive relocation. Passive relocation shall follow California Department of Fish and Wildlife relocation protocol. If proximate alternate habitat is not present as determined by the biologist, active relocation shall follow California Department of Fish and Wildlife relocation protocol. The biologist shall confirm in writing to the Planning Department that the species has fledged or been relocated prior to the issuance of a grading permit.*

With implementation of Mitigation Measure BIO-1, impacts related to candidate, sensitive, or special status species are less than significant.

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**3.4(b)** *Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?*

---

**Determination: No Impact.**

*Source: Biological Resources Walkover Review (Appendix A)*

**Plans, Policies, or Programs (PPP)**

There are no Plans, Policies, or Programs applicable to the Project related to this issue.

**Project Design Features (PDF)**

There are no Project Design Features applicable to the Project related to this issue.

**Impact Analysis**

The Project site is almost entirely covered by disturbed, ruderal vegetation. Sporadic ornamental plant and tree species were also found on site. No indication of riparian habitat or other sensitive natural communities was noted due to the highly disturbed nature of the site. As such, there is no impact and no mitigation measures are required.

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**3.4(c)** *Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*

---

**Determination: No Impact.**

*Source: Biological Resources Walkover Review (Appendix A)*

**Plans, Policies, or Programs (PPP)**

There are no Plans, Policies, or Programs applicable to the Project related to this issue.

**Project Design Features (PDF)**

There are no Project Design Features applicable to the Project related to this issue.

**Impact Analysis**

Based on a field survey, the Project site does not contain any wetlands. As such, there are no impacts and no mitigation measures are required.

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**3.4(d)** *Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*

---

**Determination: No Impact.**

*Source: Biological Resources Walkover Review (Appendix A)*

**Plans, Policies, or Programs (PPP)**

There are no Plans, Policies, or Programs applicable to the Project related to this issue.

**Project Design Features (PDF)**

There are no Project Design Features applicable to the Project related to this issue.

**Impact Analysis**

The Project site consists of approximately 5.3 gross acres and is predominantly surrounded by existing development. The project site is almost entirely covered by disturbed, ruderal vegetation. Sporadic ornamental plant and tree species were also found on site. No indication of wildlife was noted due to the highly disturbed nature of the site. As such, there are no impacts and no mitigation measures are required.

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**3.4(e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?**

---

**Determination: No Impact.**

*Source: Biological Resources Walkover Review (Appendix A)*

**Plans, Policies, or Programs (PPP)**

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

**Project Design Features (PDF)**

There are no Project Design Features applicable to the Project relating to this issue.

**Impact Analysis**

The project site is almost entirely covered by disturbed, ruderal vegetation. Sporadic ornamental plant and tree species were also found on site. No species of trees are required to be preserved. There are no other ordinances in place protecting biological resources that are applicable to the Project. As such, there are no impacts and no mitigation measures are required.

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**3.4(f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?**

---

**Determination: Less Than Significant Impact with Mitigation Incorporated.**

*Source: Biological Resources Walkover Review (Appendix A), WRMSHCP.*

The following applies to the Project and would reduce impacts relating to conflicting with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. This measure would be included in the Project's *Mitigation Monitoring and Reporting Program*:

PPP 3.4-2 The project is required to comply with the Western Riverside County Multiple Species Habitat Conservation Plan (MHSCP) Plan.

### **Project Design Features (PDF)**

There are no Project Design Features applicable to the Project relating to this issue.

### **Impact Analysis**

The Project site is located within the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). The MSHCP, a regional Habitat Conservation Plan was adopted on June 17, 2003. The intent of the MSHCP is to preserve native vegetation and meet the habitat needs of multiple species, rather than focusing preservation efforts on one species at a time. The MSHCP provides coverage (including take authorization for listed species) for special-status plant and animal species, as well as mitigation for impacts to sensitive species.

Based on the Biological Resources Walkover Review and a review of the Western Riverside County Multiple Species Habitat Conservation Plan:

- The Project site is not located within an MSHCP Criteria Area (area proposed for conservation).
- The Project site does not contain MSHCP riparian/riverine areas or vernal pools.
- The Project site does not will not impact any MSHCP Narrow Endemic Plant Species.
- The Project site is not required to comply with the Urban/Wildland Interface Guidelines.
- No large burrows were found in the area and the particularly dense ruderal vegetation suggest poor habitat for burrowing owl. However, their presence cannot be ruled out because burrowing owls have been known to occupy disturbed sites. Mitigation is required.

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**Mitigation Measures (MM)**

*Mitigation Measure BIO-1 under Issue 3.4(a) above shall apply.*

With implementation of Mitigation Measure BIO-1, impacts related to conflicts with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan are less than significant.

### 3.5 CULTURAL RESOURCES

| <i>Would the Project:</i>   | Potentially Significant Impact | Less than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|--------------------------------|--|------------------------------|-----------|
| a. Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines §15064.5?    |                                |  |                              | ■         |
| b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines §15064.5? |                                | ■  |                              |           |
| c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?                       |                                | ■  |                              |           |
| d. Disturb any human remains, including those interred outside of formal cemeteries?  |                                |  | ■                            |           |

---

**3.5(a) Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines § 15064.5?**

---

**Determination: No Impact.**

Source: Riverside County Environmental Assessment No. 41196

**Plans, Policies, or Programs (PPP)**

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

**Project Design Features (PDF)**

There are no Project Design Features applicable to the Project relating to this issue.

**Impact Analysis**

Historic resources generally consist of buildings, structures, improvements, and remnants associated with a significant historic event or person(s) and/or have a historically significant style, design, or achievement. Damaging or demolition of historic resources is typically considered to be a significant impact. Impacts to historic resources can occur through direct impacts, such as destruction or removal, and indirect impacts, such as a change in the setting of a historic resource.

CEQA Guidelines §15064.5(a) clarifies that historical resources include the following:

1. A resource listed in, or determined to be eligible by the State Historical Resources Commission, for listing in the California Register of Historical Resources.



2. A resource included in a local register of historical resources, as defined in section 5020.1(k) of the Public Resources Code or identified as significant in an historical resource survey meeting the requirements [of] section 5024.1(g) of the Public Resources Code.

3. Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California.

The Project site was part of Tentative Parcel Map No. 34696 which was approved by Riverside County on March 11, 2008 and subsequently recorded. Parcel Map No. 34696 subdivided 9.98 gross acres into 2 residential parcels. Parcel 1 with 4.17 gross (3.95 net) acres and Parcel 2 with 5.81 gross (5.65 net) acres.

Parcel 1 of Parcel Map No. 34696 was developed with the Mission Village Senior Apartments. Parcel 2 (which is the Project site) was graded but not included as part of the apartment complex. The site is vacant and contains no structures.

Environmental Assessment No. 41196 was approved as part of Parcel Map No. 34696 and covered the Project site. Environmental Assessment No. 41196 determined that the proposed Project would not alter or destroy an historic site based on a Phase I Archaeological Survey Report prepared by L & L Environmental, Inc., dated June 15, 2007.

Therefore, there will be no impact to historical resources as a result of the Project and no mitigation measures are required.

---

**3.5(b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines § 15064.5?**

---

**Determination: Less Than Significant Impact with Mitigation Incorporated.**

*Source: Riverside County Environmental Assessment No. 41196*

**Plans, Policies, or Programs (PPP)**

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

**Project Design Features (PDF)**

There are no *Project Design Features* applicable to the Project relating to this issue.

### **Impact Analysis**

Archaeological sites are locations that contain resources associated with former human activities, and may contain such resources as human skeletal remains, waste from tool manufacture, tool concentrations, and/or discoloration or accumulation of soil or food remains.

The Project site was part of Tentative Parcel Map No. 34696 which was approved by Riverside County on March 11, 2008 and subsequently recorded. Parcel Map No. 34696 subdivided 9.98 gross acres into 2 residential parcels. Parcel 1 with 4.17 gross (3.95 net) acres and Parcel 2 with 5.81 gross (5.65 net) acres.

Parcel 1 of Parcel Map No. 34696 was developed with the Mission Village Senior Apartments. Parcel 2 (which is the Project site) was graded but not included as part of the apartment complex. The site is vacant and contains no structures.

Environmental Assessment No. 41196 was approved as part of Parcel Map No. 34696 and covered the Project site. Environmental Assessment No. 41196 determined that the Project would have a less than significant impact with mitigation based on a Phase I Archaeological Survey Report prepared by L & L Environmental, Inc., dated June 15, 2007. Therefore, the following mitigation measure is required.

### **Mitigation Measures (MM)**

***MM- CR-1: Archaeological Monitoring.*** *Prior to the issuance of a grading permit, the Project Proponent shall provide evidence to the City that the previous grading on the Project site was monitored by a qualified archaeologist and any subsurface cultural resources were appropriately treated. If no such evidence is provided, then the Project Proponent shall implement the following program:*

- a) A qualified archaeological monitor shall be retained by the Project Proponent to conduct monitoring of all grading and trenching activities and has the authority to halt and redirect earthmoving activities in the event that suspected archaeological resources are unearthed during Project construction.*
- b) Appropriate Native American representative(s) shall be allowed to monitor and have received or will receive a minimum of 15 days advance notice of grading activities. During grading operations in previously undisturbed soils, a professional archaeological monitor shall observe the grading operation until such time as monitor determines that there is no longer any potential to uncover buried cultural deposits. If the monitor suspects that an archaeological resource may have been unearthed, the monitor shall immediately halt and redirect grading operations in a 100-foot radius around the find to allow identification and evaluation of the suspected resource. If the monitor determines that the suspected resource is potentially significant, the archaeologist shall notify the appropriate Native American Tribe(s) and invite a tribal representative to consult on the resource evaluation. In consultation with the appropriate Native American Tribe(s), the archaeological monitor shall evaluate the suspected resource and make a determination of significance pursuant to California Public Resources Code Section 21083.2. If the resource is significant, Mitigation Measure CR-2 shall apply.*

***MM- CR-2: Treatment Plan.*** *If a significant archaeological resource(s) is discovered on the property, ground disturbing activities shall be suspended 100 feet around the resource(s). The archaeological monitor and a representative of the appropriate Native American Tribe(s), the Project Proponent, and the City Planning Department shall confer regarding mitigation of the discovered resource(s). A treatment plan shall be prepared and implemented by the archaeologist to protect the identified archaeological resource(s) from damage and destruction. The treatment plan shall contain a research design and data recovery program necessary document the size and content of the discovery such that the resource(s) can be evaluated for significance under CEQA criteria. The research design shall list the sampling procedures appropriate to exhaust the research potential of the archaeological resource(s) in accordance with current professional archaeology standards (typically this sampling level is two (2) to five (5) percent of the volume of the cultural deposit). The treatment plan shall require monitoring by the appropriate Native American Tribe(s) during data recovery excavations of archaeological resource(s) of prehistoric origin, and shall require that all recovered artifacts undergo laboratory analysis. At the completion of the laboratory analysis, any recovered archaeological resources shall be processed and curated according to current professional repository standards. The collections and associated records shall be donated to an appropriate curation facility, or, the artifacts may be delivered to the appropriate Native American Tribe(s) if that is recommended by the City of Jurupa Valley. A final report containing the significance and treatment findings shall be prepared by the archaeologist and submitted to the City of Jurupa Valley Planning Department and the Eastern Information Center.*

With implementation of Mitigation Measures CR-1 and CR-2, impacts will be less than significant.

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**3.5(c)      *Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?***

---

**Determination: Less Than Significant Impact with Mitigation Incorporated.**

*Sources: Riverside County Land Information System*

**Plans, Policies, or Programs (PPP)**

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

**Project Design Features (PDF)**

There are no Project Design Features applicable to the Project relating to this issue.

**Impact Analysis**

Paleontological resources are the preserved fossilized remains of plants and animals. Fossils and traces of fossils are preserved in sedimentary rock units, particularly fine- to medium grained marine, lake, and stream deposits, such as limestone, siltstone, sandstone, or shale, and in ancient soils. They are also found in coarse-grained sediments, such as conglomerates or coarse alluvium sediments. Fossils are rarely preserved in igneous or metamorphic rock units. Fossils may occur throughout a sedimentary unit and, in fact, are more likely to be preserved subsurface, where they have not been damaged or destroyed by previous ground disturbance, amateur collecting, or natural causes such as erosion.

According to the Riverside County Land Information System, the Project Site is located in a "High Sensitivity (High A) area for paleontological resources. As noted in the response to Issue 3.5 (a) above, the Project site has been graded and the potential for paleontological resources to be present at the Project site is considered low. Regardless, there is a potential to uncover paleontological resources during additional excavation and/or grading activities on the Project site. Therefore, the following mitigation measure is required.

**Mitigation Measures (MM)**

***MM- CR-3: Paleontological Monitoring.*** *Prior to the issuance of grading permits, the Project Proponent shall provide evidence to the City that the previous grading on the Project site was monitored by a qualified paleontologist and that no further paleontological monitoring is required. If no such evidence is provided, then the Project Proponent shall implement the following program:*

- a) A qualified paleontologist shall be on-site at the pre-construction meeting to discuss monitoring protocols.*
- b) The qualified paleontologist shall be empowered to temporarily halt or redirect grading activities paleontological resources are discovered.*
- c) In the event of a paleontological discovery the monitor shall flag the area and notify the construction crew immediately. No further disturbance in the flagged area shall occur until the qualified paleontologist has cleared the area.*
- d) The qualified paleontologist shall quickly assess the nature and significance of the find. If the specimen is not significant it shall be quickly removed and the area cleared.*
- e) If the discovery is significant the qualified paleontologist shall notify the Project proponent and the City immediately.*
- f) In consultation with the Project proponent and the City, the qualified paleontologist shall develop a plan of mitigation which shall include salvage excavation and removal of the find, removal of sediment from around the specimen (in the laboratory), research to identify and categorize the find, curation in the find a local qualified repository, and preparation of a report summarizing the find.*

Based on the analysis above, with implementation of Mitigation Measure CR-3, impacts will be less than significant.

---

***3.5(d) Disturb any human remains, including those interred outside of formal cemeteries?***

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**Determination: Less Than Significant Impact.**

*Sources: California Health and Safety Code §7050.5, Public Resources Code §5097 et. seq.*

**Plans, Policies, or Programs (PPP)**

The following applies to the Project and would reduce impacts relating to disturbing human remains. This measure will be included in the Project's Mitigation Monitoring and Reporting Program:

PPP 3.5-1      The project is required to comply with the applicable provisions of California Health and Safety Code §7050.5 as well as Public Resources Code §5097 et. seq.

**Project Design Features (PDF)**

There are no Project Design Features applicable to the Project relating to this issue.

**Impact Analysis**

The Project site does not contain a cemetery and no known formal cemeteries are located within the immediate site vicinity. As noted in the response to Issue 3.5 (a) above, the Project site has been graded and the potential for uncovering human remains at the Project site is considered low. Nevertheless, the remote potential exists that human remains may be unearthed during grading and excavation activities associated with Project construction.

In the event that human remains are discovered during Project grading or other ground disturbing activities, the Project would be required to comply with the applicable provisions of California Health and Safety Code §7050.5 as well as Public Resources Code §5097 et. seq. California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin. Pursuant to California Public Resources Code Section 5097.98(b), remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made by the Coroner.

If the Coroner determines the remains to be Native American, the California Native American Heritage Commission (NAHC) must be contacted and the NAHC must then immediately notify the "most likely descendant(s)" of receiving notification of the discovery. The most likely descendant(s) shall then make recommendations within 48 hours, and engage in consultations concerning the treatment of the remains as provided in Public Resources Code Section 5097.98.

Based on the analysis above, with implementation of PPP 3.5-1, impacts would be less than significant and no mitigation measures are required.

**3.6 GEOLOGY AND SOILS**

| <b>Would the Project:</b>  | <b>Potentially Significant Impact</b> | <b>Less than Significant With Mitigation Incorporated</b> | <b>Less Than Significant Impact</b> | <b>No Impact</b> |
|--|---------------------------------------|---|-------------------------------------|------------------|
| a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:   |                                       |   |                                     |                  |
| 1) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. |                                       |   | ■                                   |                  |
| 2) Strong seismic ground shaking?  |                                       |   | ■                                   |                  |
| 3) Seismic-related ground failure, including liquefaction?   |                                       |   | ■                                   |                  |
| 4) Landslides?   |                                       |   |                                     | ■                |
| b. Result in substantial soil erosion or the loss of topsoil?  |                                       |   | ■                                   |                  |
| c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on-site or offsite landslide, lateral spreading, subsidence, liquefaction or collapse?  |                                       |   | ■                                   |                  |
| d. Be located on expansive soil, as defined in the Uniform Building Code, creating substantial risks to life or property?  |                                       |   | ■                                   |                  |
| e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?   |                                       |   |                                     | ■                |

**3.6 (a) (1) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.**

**Determination: Less Than Significant Impact.**

Source: Riverside County Land Information System, Geotechnical Evaluation (Appendix B)

**Plans, Policies, or Programs (PPP)**

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

### **Project Design Features (PDF)**

There are no Project Design Features applicable to the Project relating to this issue.

### **Impact Analysis**

The Project site is not located within any Alquist-Priolo Earthquake Fault Zones, and no known faults underlie the site. The nearest mapped fault is located approximately 9 miles to the southwest of the Project site (Chino-Central fault). Because there are no faults located on the Project site, there is no potential for the Project to expose people or structures to adverse effects related to ground rupture. No mitigation measures are required.

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### **3.6 (a) (2) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: Strong seismic ground shaking?**

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**Determination: Less Than Significant Impact.**

*Source: Geotechnical Evaluation for Tract 36720 (Appendix B)*

### **Plans, Policies, or Programs (PPP)**

The following apply to the Project and would reduce impacts relating to seismic ground shaking. These measures will be included in the Project's Mitigation Monitoring and Reporting Program:

- PPP 3.6-1 The project is required to comply with the California Building Standards Code and City Building Code to preclude significant adverse effects associated with strong seismic ground shaking.
- PPP 3.6-2 The project is required to comply with the site-specific ground preparation and construction recommendations contained in Geotechnical Evaluation for Tract 36720, Project No. 1195-CR3, GeoTek Inc., June 23, 2014.

### **Project Design Features (PDF)**

There are no Project Design Features applicable to the Project relating to this issue.

### **Impact Analysis**

The Project site is located in a seismically active area of Southern California and is expected to experience moderate to severe ground shaking during the lifetime of the Project. This risk is not considered substantially different than that of other similar properties in the southern California area. As a mandatory condition of Project approval, the Project would be required to construct the proposed structures in accordance with the *California Building Standards Code* also known as California Code of Regulations Title 24 and the City Building Code as well as the Project's *Geotechnical Evaluation*.

Based on the analysis above, with implementation of PPP 3.6-1 and PPP 3.6-2, impacts would be less than significant and no mitigation measures are required.

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**3.6 (a) (3) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: Seismic-related ground failure, including liquefaction?**

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**Determination: Less Than Significant Impact.**

*Source: Geotechnical Evaluation for Tract 36720 (Appendix B)*

**Plans, Policies, or Programs (PPP)**

The following apply to the Project and would reduce impacts relating to seismic ground shaking. These measures will be included in the Project's Mitigation Monitoring and Reporting Program:

PPP 3.6-1 The project is required to comply with the California Building Standards Code and City Building Code to preclude significant adverse effects associated with strong seismic ground shaking.

PPP 3.6-2 The project is required to comply with the site-specific ground preparation and construction recommendations contained in Geotechnical Evaluation for Tract 36720, Project No. 1195-CR3, GeoTek Inc., June 23, 2014.

**Project Design Features (PDF)**

There are no Project Design Features applicable to the Project relating to this issue.

**Impact Analysis**

Liquefaction is a phenomenon in which loose, saturated, relatively cohesion-less soil deposits lose shear strength during strong ground motions. The factors controlling liquefaction are:

- Seismic ground shaking of relatively loose, granular soils that are saturated or submerged can cause soils to liquefy and temporarily behave as a dense fluid. For liquefaction to occur, the following conditions have to occur: Intense seismic shaking;
- Presence of loose granular soils prone to liquefaction; and
- Saturation of soils due to shallow groundwater.

Based on the analysis above, with implementation of PPP 3.6-1 and PPP 3.6-2, impacts would be less than significant and no mitigation measures are required.

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**3.6 (a) (4) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: Landslides?**

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**Determination: No Impact.**

*Source: Geotechnical Evaluation for Tract 36720 (Appendix B)*



**Plans, Policies, or Programs (PPP)**

There are no Plans, Policies, or Programs applicable to the Project relating to this issue.

**Project Design Features (PDF)**

There are no Project Design Features applicable to the Project relating to this issue.

**Impact Analysis**

Generally, a landslide is defined as the downward and outward movement of loosened rock or earth down a hillside or slope. Landslides can occur either very suddenly or slowly, and frequently accompany other natural hazards such as earthquakes, floods, or wildfires. Landslides can also be induced by the undercutting of slopes during construction, improper artificial compaction, or saturation from sprinkler systems or broken water pipes.

The Project site is generally level without significant slopes. As such, the site is not considered susceptible to seismically induced landslides. There are no impacts and no mitigation measures are required.

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**3.6(b) Result in substantial soil erosion or the loss of topsoil?**

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**Determination: Less Than Significant Impact.**

*Sources: Project Application Materials,*

**Plans, Policies, or Programs (PPP)**

The following applies to the Project and would reduce impacts related to soil erosion. This measure will be included in the Project's Mitigation Monitoring and Reporting Program:

PPP 3.9-2 Prior to grading permit issuance, the Project Proponent shall prepare a *Stormwater Pollution Prevention Plan*. Project contractors shall be required to ensure compliance with the Stormwater Pollution Prevention Plan and permit periodic inspection of the construction site by City of Jurupa Valley staff or its designee to confirm compliance.

*Note: A comprehensive discussion of erosion can be found in Section 3.9, Hydrology and Water Quality.*

**Project Design Features (PDF)**

There are no Project Design Features applicable to the Project relating to this issue.

**Impact Analysis**

Soils in the project area have already been disturbed by previous mass grading. Therefore, the loss of topsoil is not a potential impact.

Soils in the project area are particularly prone to erosion during the grading phase, especially during heavy rains. Reduction of the erosion potential can be accomplished through implementation of a Storm Water Pollution Prevention Plan, which specifies best management practices for temporary erosion controls. Such measures typically include temporary catchment basins and/or sandbagging to control runoff and contain sediment transport within the Project site. Impacts are less than significant and no mitigation measures are required.

Based on the analysis above, with implementation of PPP 3.9-2, impacts would be less than significant.

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**3.6(c)** *Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on-or offsite landslide, lateral spreading, subsidence, liquefaction or collapse?*

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**Determination: Less Than Significant Impact.**

*Source: Geotechnical Evaluation for Tract 36720 (Appendix B)*

#### **Plans, Policies, or Programs (PPP)**

The following apply to the Project and would reduce impacts relating to an unstable geologic unit. These measures will be included in the Project's Mitigation Monitoring and Reporting Program:

- PPP 3.6-1 The project is required to comply with the California Building Standards Code and City Building Code to preclude significant adverse effects associated with strong seismic ground shaking.
- PPP 3.6-2 The project is required to comply with the site-specific ground preparation and construction recommendations contained in Geotechnical Evaluation for Tract 36720, Project No. 1195-CR3, GeoTek Inc., June 23, 2014.

#### **Project Design Features (PDF)**

There are no Project Design Features applicable to the Project relating to this issue.

#### **Impact Analysis**

The Project site is flat and gently sloping and contains no substantial natural or man-made slopes. There is no evidence of on-site landslides on or near the Project site, nor are there any exposed boulders that could result in rock fall hazards. As such, there will no impacts associated with landslides and rock fall hazards.

Based on the Riverside County Land Information System, the Project site is "susceptible" to subsidence. However, the Project's Geotechnical Evaluation indicates that the site's subsidence and collapse potential would be attenuated through removal of near surface soils down to a depth of three (3) to five (5) feet and replacement with properly compacted fill, which is included as a recommendation in the Project's Geotechnical Evaluation.

Lateral spreading is primarily associated with liquefaction hazards. As noted above under Issue 3.6(a) (3), the potential for liquefaction at the Project site is "negligible." Therefore, impacts associated with lateral spreading would be less than significant. Also refer to responses 3.6(a) (2) through 3.6(a) (4) above.

Based on the analysis above, with implementation of PPP 3.6-1 and PPP 3.6-2, impacts would be less than significant and no mitigation measures are required.

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**3.6(d) *Be located on expansive soil, as defined in the Uniform Building Code, creating substantial risks to life or property?***

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**Determination: Less than Significant Impact.**

*Source: Geotechnical Evaluation for Tract 36720 (Appendix B)*

**Plans, Policies, or Programs (PPP)**

The following apply to the Project and would reduce impacts relating to expansive soils. These measures will be included in the Project's Mitigation Monitoring and Reporting Program:

PPP 3.6-1 The project is required to comply with the California Building Standards Code and City Building Code to preclude significant adverse effects associated with strong seismic ground shaking.

PPP 3.6-2 The project is required to comply with the site-specific ground preparation and construction recommendations contained in Geotechnical Evaluation for Tract 36720, Project No. 1195-CR3, GeoTek Inc., June 23, 2014.

**Project Design Features (PDF)**

There are no Project Design Features applicable to the Project relating to this issue.

**Impact Analysis**

Expansive soils are those that undergo volume changes as moisture content fluctuates; swelling substantially when wet or shrinking when dry. Soil expansion can damage structures by cracking foundations, causing settlement and distorting structural elements.

The *Geotechnical Investigation* prepared for the Project indicates that older alluvial materials consisting of silty sand and clayey sand were encountered in all of the exploratory borings. Based on the results of the laboratory testing performed on a soil sample of these materials, these materials possess a "very low" expansion potential.

Based on the analysis above, with implementation of PPP 3.6-1 and PPP 3.6-2, impacts would be less than significant and no mitigation measures are required.

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**3.6(e) *Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?***

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Habitat for Humanity (MA 1463)  
Initial Study Checklist/Mitigated Negative Declaration  
December 29, 2014

**Determination: No Impact.**

*Source: Project Application Materials*

**Plans, Policies, or Programs (PPP)**

There are no Plans, Policies, Programs, or Standard Conditions applicable to the Project relating to this issue.

**Project Design Features (PDF)**

There are no Project Design Features applicable to the Project relating to this issue.

**Impact Analysis**

The Project does not propose the use of septic tanks or alternative waste water disposal systems. The Project would install domestic sewer infrastructure and connect to the Jurupa Community Service District's existing sewer conveyance and treatment system. As such, there are no impacts and no mitigation measures are required.