



## **SUBDIVISION IMPROVEMENT AGREEMENT**

**by and between**

**CITY OF RIALTO**

**and**

**RIALTO FOOTHILL INVESTMENT LLC**

**17272 Newhope St, Suite K, Fountain Valley, CA 92708**

**SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN  
THE CITY OF RIALTO**

**AND**

RIALTO FOOTHILL INVESTMENT LLC

**Agreement Date:** November 12, 2025

**Subdivider Name:** RIALTO FOOTHILL INVESTMENT LLC (hereinafter "Subdivider")

**Subdivision Name:** RIALTO TONWHOMES (hereinafter "Subdivision")

**Tract No.:** \_\_\_\_\_ (**No. of Lots:** \_\_\_\_\_)

**Tentative:** TRACT **Map No.:** 20356 (hereinafter "Approved Tentative Map")

(**Approval Date:** \_\_\_\_\_)

**Improvement Plans Approved On:** \_\_\_\_\_ (hereinafter "Plans")

**Estimated Total Cost of Improvements:** \$ 552,786.04

(Including Off-site Street Improvement and Off-site Sanitary Sewer Improvement )

**Estimated Total Cost of Monumentation:** \$ 50,000 (Based upon the Plans, including Individual lots, subdivision boundary and public improvements)

**Security:**

**Bond Nos.:** 024269157, 024269156

**Surety:** Ohio Casualty Insurance Company

**-OR-**

**Irrevocable Standby Letter of Credit No.:** \_\_\_\_\_

**Financial Institution:** \_\_\_\_\_

**-OR-**

**Cash/Certificate of Deposit, Agreement Dated:** \_\_\_\_\_

**Financial Institution:** \_\_\_\_\_

**Designees for the Service of Written Notice:**

<b>CITY:</b>	<b>SUBDIVIDER:</b>
City Engineer City of Rialto 150 S. Palm Avenue Rialto, CA 92376 Phone: (909) 820-2602	Name: RIALTO FOOTHILL INVESTMENT LLC Address: 17272 Newhope St, Suite K, Fountain Valley, CA 92708 Phone: (714) 791-3771
<b>CITY PROJECT INSPECTOR:</b>	<b>SURETY:</b> The Ohio Casualty Insurance Company
City of Rialto Public Works Department 335 W. Rialto Avenue Rialto, CA 92376 Phone: (909) 421-7294	Name: The Ohio Casualty Insurance Company Address: 175 Berkeley Street Boston, MA 02116 Phone: 888-895-7725

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## SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 12 day of November, 2025, by and between the CITY OF RIALTO, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, ("CITY"), and RIALTO FOOTHILL INVESTMENT LLC, a California Limited Liability Company (Subdivider").

### RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map identified as **Tentative (Tract/Parcel) Map No.** 20356, (the "Map"), located in the City of Rialto, County of San Bernardino, State of California (the "Property"), as described on Exhibit "A". The Map requires Subdivider to comply with certain conditions of approval for the development of the Property (the "Conditions") as described on Exhibit "B".

B. Pursuant to the Conditions, Subdivider, by the Map, has offered for dedication to City for public use of the streets and easements shown on the Map. City desires to accept the streets and easements shown on the Map for public use, and certain other improvements described in this Agreement.

C. Subdivider has delivered to City, and City has approved, plans and specifications and related documents for certain "Works of Improvement" (as hereinafter defined) which are required to be constructed and installed in order to accommodate the development of the Property.

D. Subdivider's agreement to construct and install the Works of Improvement pursuant to this Agreement and its offer of dedication of the streets, easements and other improvements and facilities, as shown on the Map, are a material consideration to City in approving **(Final/Parcel) Map No.** 20356 for the Property and permitting development of the Property to proceed.

### COVENANTS

Based upon the foregoing Recitals which are incorporated herein by reference and in consideration of City's approving the Map for the Property and permitting development of the Property to proceed, Subdivider agrees to timely perform all of its obligations as set forth herein.

#### 1. Construction Obligations.

1.1. Works of Improvement. Subdivider agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer, street lighting, landscaping, utility, and other improvements (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement (said plans and specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is \$ 552,786.04.

1.2. Other Obligations Referenced in Conditions of Tentative Map Approval. In addition to the foregoing, Subdivider shall satisfy all of the Conditions on the Map for the Property. The Conditions associated with the Map are included as Exhibit "B" attached hereto.

1.3. Intent of Plans. The intent of the Plans referenced in Section 1.1 is to prescribe a complete work of improvement which Subdivider shall perform or cause to be performed in a manner acceptable to the City Engineer, (or designee), and in full compliance with all codes and the terms of this Agreement. Subdivider shall complete a functional or operable improvement or facility, even though the Plans may not specifically call out all items of work required for Subdivider's contractor to complete its tasks, incidental appurtenances, materials, and the like. If any omissions are made or information necessary to carry out the full intent and meaning of the Plans, Subdivider or its contractor shall immediately notify its design engineer who will seek approval of the City Engineer for furnishing of detailed instructions. In the event of any doubt or question arising regarding the true meaning of any of the Plans, reference shall be made to the City Engineer whose decision thereon shall be final.

Subdivider recognizes that the Plans consist of general drawings. All authorized alterations affecting the requirements and information given on the Plans shall be in writing and approved by the City Engineer. The Plans shall be supplemented by such working or shop drawings as are necessary to adequately control the work. Without the City Engineer's prior written approval, no change shall be made by Subdivider or its contractor to any plan, specification, or working or shop drawing after it has been stamped as approved.

1.4. Survey Monuments. Before final approval of street improvements, Subdivider shall place survey monuments as shown on **(Final/Parcel) Map No. 20356** in accordance with the provisions of the State Subdivision Map Act and the Subdivision Ordinance of the City of Rialto. Subdivider shall provide security for such obligation as provided in Section 4.1(a)(iii) and, after setting the monuments, Subdivider shall furnish the City Engineer written notice of the setting of said monuments and written proof of having paid the engineer or surveyor for the setting of said monuments.

1.5. Performance of Work. Subdivider shall furnish or cause to be furnished all materials, labor, tools, equipment, utilities, transportation, and incidentals required to perform Subdivider's obligations under this Agreement.

1.6. Changes in the Work. The City Engineer, without invalidating this Agreement and without notification to any of the sureties or financial institutions referenced in Paragraph 4, may order extra work or may make changes by altering or deleting any portion of the Works of Improvement as specified herein or as deemed necessary or desirable by the City Engineer as determined necessary to accomplish the purposes of this Agreement and to protect the public health, safety, or welfare. The City Engineer shall notify Subdivider or its contractor in writing (by Correction Notice) at the time a determination has been made to require changes in the work. No field changes performed or proposed by Subdivider, or its contractor shall be binding on City unless approved in writing by the

City Engineer. The City and Subdivider may mutually agree upon changes to the Works of Improvement, subject to the security requirements in Section 4.

1.7. Defective Work. Subdivider shall cause its contractor to repair, reconstruct, replace, or otherwise make acceptable any work found by the City Engineer to be defective.

1.8. No Warranty by City. The Plans for the Works of Improvement have been prepared by or on behalf of Subdivider or its consultants or contractors, and City makes no representation or warranty, express or implied, to Subdivider or to any other person regarding the adequacy of the Plans or related documents.

1.9. Authority of the City Engineer. In addition to the authority granted to the City Engineer elsewhere in this Agreement, the City Engineer shall have the authority to decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and all questions as to the satisfactory and acceptable fulfillment of the terms of this Agreement by Subdivider and its contractor.

1.10. Documents Available at the Site. Subdivider shall cause its contractor to keep a copy of all approved Plans at the job site and shall give access thereto to the City's inspectors and engineers at all times.

1.11. Inspection. Subdivider shall have an authorized representative on the job site at all times during which work is being done who has full authority to act for Subdivider, or its design engineer, and Subdivider's contractor(s) regarding the Works of Improvement. Subdivider shall cause its contractor to furnish the City with every reasonable facility for ascertaining whether or not the Works of Improvement as performed are in accordance with the requirements and intent of this Agreement, including the Plans. If the City inspector requests it, the Subdivider's contractor, at any time before acceptance of the Works of Improvement, shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Subdivider's contractor shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City Engineer (or designee) shall not be considered as direct control of the individual workmen on the job site. City's inspectors shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement.

The inspection of the work by City shall not relieve Subdivider or its contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

1.12. Compliance With Law; Applicable Standards for Improvements. In addition to the express provisions of this Agreement and the Plans, Subdivider shall cause construction of the Works of Improvement to be completed in accordance with all other applicable federal, state, and local laws, ordinances, rules and regulations. In addition, without limiting the foregoing, the Subdivider shall, at its expense, obtain and comply with the

conditions of all necessary permits and licenses for the construction of the Works of Improvement. The Subdivider shall also give all necessary notices and pay all fees and taxes as required by law.

Subdivider shall construct the improvements in accordance with the City standards in effect at the time of the adoption of the Approved Tentative Map. City reserves the right to protect the public safety or welfare or comply with applicable Federal or State law or City zoning ordinances.

1.13. Suspension of Work. The City Engineer shall have authority to order suspension of the work for failure of the Subdivider's contractor to comply with law pursuant to Section 1.12. In case of suspension of work for any cause whatsoever, Subdivider and its contractor shall be responsible for all materials and shall store them properly if necessary and shall provide suitable interim drainage and/or dust control measures, and erect temporary structures where necessary.

1.14. Erosion and Dust Control and Environmental Mitigation. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters.

1.15. Final Acceptance of Works of Improvement. After Subdivider's contractor has completed all of the Works of Improvement, Subdivider shall then request a final inspection of the work. If items are found by the City's inspectors to be incomplete or not in compliance with this Agreement or any of the requirements contained or referenced herein, City will inform the Subdivider or its contractor of such items. After the Subdivider's contractor has completed these items, the procedure shall then be the same as specified above for the Subdivider's contractor's initial request for final inspection. If items are found by City's inspectors to be incomplete or not in compliance after two (2) "final" inspections, the City may require the Subdivider or its contractor, as a condition to performing further field inspections, to submit in writing a detailed statement of the work performed subsequent to the date of the previous inspection which was found to be incomplete or not in compliance at that time. Subdivider shall be responsible for payment to City Engineer of re-inspection fees in the amount necessary to cover the City's costs for additional final inspections, as determined by the City Engineer.

No inspection or acceptance pertaining to specific parts of the Works of Improvement shall be construed as final acceptance of any part until the overall final acceptance by the City Engineer is made. The City Engineer shall make a certification of completion and acceptance on the Works of Improvement by recordation of a Notice of Acceptance on behalf of the City. Final acceptance shall not constitute a waiver by the City Engineer of defective work subsequently discovered.

The date on which the Works of Improvement will be considered as complete shall be the date of the Notice of Acceptance.

1.16. Vesting of Ownership. Upon recordation of the Notice of Acceptance, ownership of the Works of Improvement shall vest in the City.

1.17. Subdivider's Obligation to Warn Public During Construction. Until recordation of the Notice of Acceptance, Subdivider shall give good and adequate warning to the public of any dangerous condition of the Works of Improvements and shall take reasonable actions to protect the public from such dangerous condition. Until recordation of the Notice of Acceptance, Subdivider shall provide forty-eight (48) hours' advance written notice to all neighboring property owners and tenants affected by Subdivider's operations or construction of the hours, dates and duration of any planned construction activities.

1.18. Injury to Public Improvements, Public Property or Public Utility. Until recordation of the Notice of Acceptance of the Works of Improvement, Subdivider assumes responsibility for the care and maintenance of, and any damage to, the Works of Improvements. Subdivider shall replace or repair all Works of Improvements, public property, public utility facilities, and surveying or subdivision monuments and benchmarks which are destroyed or damaged for any reason, regardless of whether resulting from the acts of the Subdivider, prior to the recordation of the Notice of Acceptance. Subdivider shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Neither the City, nor any officer or employee thereof, shall be liable or responsible for any accident, loss or damage, regardless of cause, occurring to the work or Works of Improvements prior to recordation of the Notice of Acceptance of the work or improvements.

## 2. Time for Performance.

2.1. Commencement and Completion Dates. Subject to Sections 2.2 and 2.3 below, Subdivider shall (i) commence with construction and installation of the Works of Improvement thirty (30) days following City's approval of the Plans ("Commencement Date"); and (ii) complete or cause to be completed all of the Works of Improvement two (2) years after the Commencement Date. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the Works of Improvement hereunder may be extended for a period or periods not exceeding two (2) years. Extensions shall be executed in writing by the City Engineer. The City Engineer in his or her sole discretion determines whether or not the Subdivider has established good cause for an extension. As a condition of such extension, the City Engineer may require Subdivider to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the City Engineer. If Subdivider requests and is granted an extension of time for completion of the improvements, City may apply the standards in effect at the time of the extension.

2.2. Phasing Requirements. Notwithstanding the provisions of Section 2.1, the City reserves the right to control and regulate the phasing of completion of specific Works of Improvement as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities. In addition to whatever other remedies the City may have for Subdivider's failure to satisfy such phasing requirements, as the same now exist or may be amended from time to time, Subdivider acknowledges City's right to withhold the issuance of further building permits on the Property until such phasing requirements are satisfied. Prior to issuance of building permits, Subdivider shall provide satisfactory evidence that all applicable requirements that are a condition to issuance of building permits have been satisfied. Such requirements may include the payment of fees, construction of improvements, or both. Final inspections or issuance of Certificates of Occupancy may be withheld from the Subdivider by the City, if, upon a determination by the City Engineer, completion of specific Works of Improvements or other requirements associated with the development of the Property have not been completed to the City Engineer's satisfaction.

2.3. Force Majeure. Notwithstanding the provisions of Section 2.1, Subdivider's time for commencement and completion of the Works of Improvement shall be extended for the period of any enforced delay caused due to circumstances beyond the control and without the fault of Subdivider, including to the extent applicable adverse weather conditions, flood, earthquakes, strikes, lockouts, acts or failures to act of a public agency (including City), required changes to the scope of work required by City, and similar causes; provided, however, that the period of any enforced delay hereunder shall not include any period longer than five (5) days prior to City's receipt of a written notice from Subdivider or its contractor detailing the grounds for Subdivider's claim to a right to extend its time for performance hereunder. The City Engineer shall evaluate all claims to Force Majeure and the City Engineer's decision shall be final.

2.4. Continuous Work. After commencement of construction of the Works of Improvement (or separate portion thereof), Subdivider shall cause such work to be diligently pursued to completion and shall not abandon the work for a consecutive period or more than thirty (30) days, events of Force Majeure excepted.

2.5. Reversion to Acreage. In addition to whatever other rights City may have due to Subdivider's failure to timely perform its obligations hereunder, Subdivider recognizes that City reserves the right to revert the Property to acreage subject to the limitations and requirements set forth in California Government Code Section 66499.11 through Section 66499.20.1. In this regard, Subdivider agrees that if the Works of Improvement have not been completed on or before the later of two (2) years from the date of this Agreement or within the time allowed herein, whichever is the later, and if City thereafter initiates proceedings to revert the Property to acreage, pursuant to Government Code Section 66499.16, Subdivider hereby consents to such reversion to acreage and agrees that any improvements made by or on behalf of Subdivider shall not be considered in determining City's authority to revert the Property to acreage.

3. Labor.

3.1. Labor Standards. This Agreement is subject to, and Subdivider agrees to comply with, all of the applicable provisions of the Labor Code including, but not limited to, the wage and hour, prevailing wage, worker compensation, and various other labor requirements in Division 2, Part 7, Chapter 1, including section 1720 to 1740, 1770 to 1780, 1810 to 1815, 1860 to 1861, which provisions are specifically incorporated herein by reference as set forth herein in their entirety. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of the Works of Improvement.

3.2. Nondiscrimination. In accordance with the California Fair Employment and Housing Act ("FEHA"), California Government Code Section 12940 *et seq.*, Subdivider agrees that Subdivider, its agents, employees, contractors, and subcontractor performing any of the Works of Improvement shall not discriminate, in any way, against any person on the basis of race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of this Agreement.

3.3. Licensed Contractors. Subdivider shall cause all of the Works of Improvement to be constructed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed. All of Subdivider's contractors and subcontractors shall obtain a valid City of Rialto business license prior to performing any work pursuant to this Agreement. Subdivider shall provide the City Engineer with a list of all of its contractors and subcontractors prior to initiating any work, and all valid Contractor's licenses and business licenses issued thereto as a condition of constructing the Works of Improvements.

3.4. Worker's Compensation. Subdivider shall cause every contractor and subcontractor performing any of the Works of Improvement to carry Workers' Compensation Insurance as required by the Labor Code of the State of California and shall cause each such contractor and subcontractor to submit to City a Certificate of Insurance verifying such coverage prior to such contractor or subcontractor entering onto the job site.

4. Security.

4.1. Required Security.

(a) At the time Subdivider executes this Agreement, Subdivider shall furnish to City the following bonds, letters of credit, instruments of credit (assignment of deposit account) or other security acceptable to City in its sole and absolute discretion and satisfying the requirements of the applicable provisions of this Section 4 below (hereinafter "Security Instruments"):

(i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of \$552,786.04 equal to 100% of the estimated construction cost referenced in Section 1.1.

(ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to \$552,786.04 equal to 100% of the estimated construction cost referenced in Section 1.1.

(iii) A Security Instrument guaranteeing the payment of the cost of setting monuments as required in Section 1.4 in the amount of \$50,000.00 equal to 100% of the cost thereof.

This Agreement shall not be effective for any purpose until such Security Instruments are supplied to and approved by City in accordance herewith.

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of \$55,279.00 equal to 10% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

4.2. Form of Security Instruments. All Security Instruments shall be in the amounts required under Section 4.1 (a) or 4.1(b), as applicable, shall meet the following minimum requirements and otherwise shall be in a form provided by City or otherwise approved by the City Attorney:

(a) Bonds. For Security Instruments provided in the form of bonds, any such bond must be issued and executed by an insurance company or bank authorized to transact surety business in the State of California. Any insurance company acting as surety shall have a minimum rating of A-IX, as rated by the current edition of Best's Key Rating Guide published by A.M. Best's Company, Oldwick, New Jersey, 08858. Any bank acting as surety shall have a minimum rating of AA, as rated by Moody's or Standard & Poor's.

(b) Letters of Credit. For Security Instruments which are letters of credit, any letter of credit shall be an original separate unconditional, irrevocable, negotiable and transferable commercial letter of credit issued by a financial institution with offices in the State of California acceptable to City. Any such letter of credit shall specifically permit City to draw on same by unilateral certification of the City Engineer of the City that Subdivider is in default under its payment or performance obligations hereunder or in the event Subdivider fails to deliver a replacement letter

of credit not less than thirty (30) days prior to the date of expiration of any such letter of credit and shall further be subject to the provisions of Section 4.4.

(c) Instrument of Credit. For Security Instruments which are Instruments of Credit, any Instrument of Credit shall be an assignment of deposit account assigning as security to City all of Subdivider's interest in funds on deposit in one or more bank accounts with financial institutions acceptable to City.

(d) General Requirements for all Security Instruments.

(i) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the City of Rialto, State of California (and the Security Instrument shall so provide).

(ii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Subdivider's completing the Works of Improvement, in accordance with Section 2.1 (other than Instruments of Credit, which shall have no defined term or expiration date).

(iii) Each Security Instrument shall provide that changes may be made in the Works of Improvement pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.

(iv) If the Subdivider seeks to replace any security with another security, the replacement shall: (1) comply with all the requirements for security in this Agreement; (2) be provided by the Subdivider to the City Engineer; and (3) upon its written acceptance by the City Engineer, be deemed a part of this Agreement. Upon the City Engineer's acceptance of a replacement security, the former security may be released by the City.

4.3. Subdivider's Liability. While no action of Subdivider shall be required in order for City to realize on its security under any Security Instrument, Subdivider agrees to cooperate with City to facilitate City's realization under any Security Instrument, and to take no action to prevent City from such realization of any Security Instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Subdivider shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute security as City shall require satisfying the requirements in this Section 4.

4.4. Letters of Credit.

(a) In the event a letter of credit is given pursuant to Section 4.2(b), City shall be entitled to draw on any such letter of credit if a replacement letter of credit

(expiring in not less than one (1) year, unless City agrees to a lesser term in City's sole and absolute discretion) is not delivered not less than thirty (30) days prior to the expiration of the original letter of credit, such substitute letter of credit being in the same amount and having the terms and conditions as the initial letter of credit delivered hereunder, issued by a financial institution acceptable to City as of the date of delivery of the replacement letter of credit.

(b) In the event of draw by the City on a letter of credit, the City may elect, in its sole and absolute discretion, to apply any such funds drawn to the obligations secured by such letter of credit or to hold such funds in an account under the control of the City, with no interest accruing thereon for the benefit of the Subdivider. If the City elects to hold the funds in an account pursuant to the foregoing, City may thereafter at any time elect instead to apply such funds as provided in the foregoing. Subdivider agrees and hereby grants City a security interest in such account to the extent required for City to realize on its interests therein and agrees to execute and deliver to City any other documents requested by City in order to evidence the creation and perfection of City's security interest in such account.

4.5. Release of Security Instruments. The City shall release all Security Instruments consistent with Government Code Sections 66499.7 and 66499.8 and as follows:

(a) City shall release the Faithful Performance Security Instrument and Labor and Materials Security Instrument when all of the following have occurred:

(i) Subdivider has made written request for release and provided evidence of satisfaction of all other requirements in this Section 4.5;

(ii) the Works of Improvement have been accepted;

(iii) Subdivider has delivered the Maintenance and Warranty Security Instrument; and

(iv) after passage of the time within which lien claims are required to be made pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. If lien claims have been timely filed, City shall hold the Labor and Materials Security Instrument until such claims have been resolved, Subdivider has provided a statutory bond, or otherwise as required by applicable law.

(b) City shall release the Maintenance and Warranty Security Instrument upon Subdivider's written request upon the expiration of the warranty period, and settlement of any claims filed during the warranty period.

(c) The City may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorney's fees.

5. Cost of Construction and Provision of Inspection Service.

5.1. Subdivider Responsible for All Costs of Construction. Subdivider shall be responsible for payment of all costs incurred for construction and installation of the Works of Improvement. In the event Subdivider is entitled to reimbursement from City for any of the Works of Improvement, such reimbursement shall be subject to a separate Reimbursement Agreement to be entered into between Subdivider and City prior to construction of the Works of Improvement.

5.2. Payment to City for Cost of Related Inspection and Engineering Services. Subdivider shall compensate City for all of City's costs reasonably incurred in having its authorized representative make the usual and customary inspections of the Works of Improvement. In addition, Subdivider shall compensate City for all design, plan check, evaluating any proposed or agreed-upon changes in the work. The procedures for deposit and payment of such fees shall be as established by the City. In no event shall Subdivider be entitled to additional inspections or a final inspection and acceptance of any of the Works of Improvement until all City fees and charges have been fully paid, including without limitation, charges for applicable penalties and additional required inspections.

6. Acceptance of Offers of Dedication. The City Council shall pass as appropriate resolution or resolutions accepting all offers of dedication shown on the Map for the Property, with acceptance to become effective upon completion and acceptance by City of the Works of Improvement. Such resolution(s) shall authorize the City Clerk to execute the Certificate made a part of the Map regarding said acceptance of the offer of dedication.

7. Warranty of Work. Subdivider shall guarantee all Works of Improvement against defective materials and workmanship for a period of one (1) year from the date of final acceptance. If any of the Works of Improvement should fail or prove defective within said one (1) year period due to any reason other than improper maintenance, or if any settlement of fill or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Subdivider, within fifteen (15) days after written notice of such defects, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing. Should Subdivider fail to remedy defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by Subdivider. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law.

8. Default.

8.1. Default by Subdivider. Default by Subdivider shall include, but not be limited to:

(a) Subdivider's failure to timely commence construction of Works of Improvement under this Agreement;

- (b) Subdivider's failure to timely complete construction of the Works of Improvement;
- (c) Subdivider's failure to perform substantial construction work for a period for 20 consecutive calendar days after commencement of the work;
- (d) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within 30 days;
- (e) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (f) Subdivider's failure to perform any other obligation under this Agreement.

8.2. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Subdivider's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Subdivider. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Subdivider's default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Works of Improvement in accordance with the plans. In the event the Subdivider fails to cure any default under this Agreement within 20 days after the City mails a notice of such default to the Subdivider and the Subdivider's surety, Subdivider authorizes the City to perform the obligation for which Subdivider is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the Works of Improvement, by contract or by any other method City deems appropriate, at the expense of the Subdivider. In such event, City, without liability for doing so, may complete the Works of Improvement using any of Subdivider's materials, appliances, plans and other property that are at the work site and that are necessary to complete the Works of Improvement.

8.3. Notice of Violation. The Subdivider's failure to comply with the terms of this Agreement constitutes Subdivider's consent for the City to file a notice of violation against all the lots in the Subdivision, or to rescind or otherwise revert the Subdivision to acreage. Subdivider specifically recognizes that the determination of whether a reversion to acreage or rescission of the Subdivision constitutes an adequate remedy for default by the Subdivider shall be within the sole discretion of the City.

8.4. Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Subdivider hereunder, the Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of the City. Additionally, any remedy specifically provided in this Agreement shall be in addition to,

and not exclusive of, City's right to pursue any other administrative, legal, or equitable remedy to which it may be entitled.

8.5. Attorney's Fees and Costs. In the event that Subdivider fails to perform any obligation under this Agreement, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Subdivider's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

8.6. Waiver. No waiver by the City of any breach or default by the Subdivider shall be considered valid unless in writing, and no such waiver by the City shall be deemed a waiver of any subsequent breach or default by the Subdivider.

9. Indemnity/Hold Harmless. City or any officer, employee or agent thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement. Subdivider further agrees to protect, defend, indemnify and hold harmless City, its officials, boards and commissions, and members thereof, agents, and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability or loss arising out of the sole active negligence of the City, its officials, boards, commissions, the members thereof, agents and employees, including all claims, demands, causes of action, liability or loss because of or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other improvements. Recordation of the Notice of Acceptance by the City of the Works of Improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by the City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by Subdivider submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After recordation of the Notice of Acceptance, the Subdivider shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect; however, Subdivider shall not be responsible for routine maintenance. The provisions of this paragraph shall remain in full force and effect for ten (10) years following the recordation of the Notice of Acceptance by the City of the Works of Improvements. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving or reviewing any work or construction. The improvement security shall not be required to cover the provisions of this Paragraph.

Subdivider shall reimburse the City for all costs and expenses, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs, incurred by City in enforcing this Section.

10. Subdivider's Indemnity of Project Approval. Subdivider shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, advisory agency, appeal board, or legislative body concerning the Subdivision. The City shall promptly notify the Subdivider of any claim, action, or proceeding and cooperate fully in the defense of any such claim, action, or proceeding. In the event City fails to promptly notify the Subdivider of any claim, action, or proceeding, or if the City fails to cooperate in the defense, the Subdivider shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this Section prohibits the City from participating in the defense of any claim, action, or proceeding if City bears its own attorney's fees and costs and defends the action in good faith. Subdivider shall not be required to pay or perform any settlement unless the settlement is approved by the Subdivider.

11. Insurance Requirements.

11.1. Subdivider, at Subdivider's sole cost and expense and for the full term of this Agreement and any extensions thereto, shall obtain and maintain all of the following minimum insurance requirements in a form approved by the City's authorized designee for Risk Management prior to commencing any work:

(a) Commercial General Liability policy with a minimum combined single limit of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, personal injury, and property damage arising out of or in connection with the activities of Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for the following:

- (i) Premises-operations; including X, C, and U coverage;
- (ii) Owners' and contractors' protection;

- (iii) Independent contractors;
  - (iv) Blanket contractual;
  - (v) Ongoing operations;
  - (vi) Products -completed operations hazard; and
  - (vii) Personal and advertising injury
- (b) Commercial Business Auto policy with a minimum \$1 million per occurrence, combined single limit, for bodily injury and property damage, providing all of the following minimum coverage:
- (i) Coverage shall apply to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement; and
  - (ii) Any and all mobile equipment including cranes which are not covered under the above Commercial Business Auto policy shall have said coverage provided under the Commercial General Liability policy.
- (c) Workers Compensation and Employers' Liability policy in accordance with the laws of the State of California and providing coverage for any and all employees of the Subdivider:
- (i) This policy shall provide coverage for Workers' Compensation (Coverage A); and
  - (ii) This policy shall provide coverage for \$1,000,000 Employers' Liability (Coverage B).
  - (iii) Pursuant to Labor Code section 1861, Subdivider by executing this Agreement certifies: *"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."*
  - (iv) Subdivider shall cause each contractor and subcontractor to provide adequate Workers' Compensation and Employer's Liability Insurance for the protection of employees not otherwise protected.
  - (v) Prior to commencement of work, the Subdivider shall file with the City's Risk Manager a Certificate of Insurance or certification of permission to self-insure workers' compensation conforming to the requirements of the Labor Code.

(d) Endorsements. All of the following endorsements are required to be made a part of each of the above-required policies as stipulated below:

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

a. Additional Insureds. The City of Rialto, its officials, officers, employees, agents and independent contractors shall be named as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

b. Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Rialto, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Rialto, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

c. Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Rialto, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Rialto, its officials, officers, employees, agents and independent contractors.

(e) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days' prior written notice to Subdivider ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to:

(i) Provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and

(ii) Cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(f) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been approved by City; nor shall Subdivider allow

any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(g) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 11, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(h) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a "B+; VII" in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(i) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(j) Proof of Coverage. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section. Subdivider's insurance company(ies) shall mail all required certificates of insurance and endorsements to:

City of Rialto  
Risk Management  
150 S. Palm Avenue  
Rialto, CA 92376

12. Environmental Warranty.

12.1. Prior to the acceptance of any dedications or Works of Improvement by City, Subdivider shall provide City with a written warranty in a form substantially similar to Exhibit "C" attached hereto and incorporated herein by reference, that:

(a) Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

(b) Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated shall use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this Agreement, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

(c) Subdivider has not caused or permitted the release of and has no knowledge of the release or presence of any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(d) Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated.

12.2. Subdivider shall give prompt written notice to City of:

(a) Any proceeding or investigation by any federal, state or local governmental

(b) authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(c) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

(d) Subdivider's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

13. General Provisions.

13.1. Successors and Assigns. This Agreement shall be binding upon all successors and assigns to Subdivider's right, title, and interest in and to the Property and any portion thereof. Subdivider hereby consents to City recording this Agreement as official records of San Bernardino County, affecting fee title interest to the Property to provide constructive notice of the rights and obligations incurred by Subdivider in the City's approval of this Agreement. In the event the Property is subsequently conveyed by Subdivider to a third party prior to completion of the Works of Improvement, whereby the third party is intended to assume Subdivider's responsibilities with regard to this Agreement, (the "Replacement Subdivider"), the rights and obligations of this Agreement shall transfer to the Replacement Subdivider; however, the Security Instruments required pursuant to Section 4 of this Agreement, and furnished by Subdivider as a condition of the City's approval of this Agreement, shall remain Subdivider's responsibility to maintain until such time as Subdivider and its Replacement Subdivider enter into a Transfer and Assignment of Subdivision Agreement, (the "Transfer Agreement"), to acknowledge the transfer of fee title to the Property from the Subdivider to its Replacement Subdivider, and to acknowledge the rights and obligations associated with this Agreement upon the Replacement Subdivider, including Replacement Subdivider's responsibility to furnish replacement Security Instruments meeting the City's approval pursuant to Section 4 of this Agreement. Until such time as a Transfer Agreement, meeting the City's approval, is executed by Subdivider and its Replacement Subdivider, and replacement Security Instruments meeting City's approval are furnished by the Replacement Subdivider, Subdivider retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement.

13.2. No Third Party Beneficiaries. This Agreement is intended to benefit only the parties hereto and their respective successors and assigns. Neither City nor Subdivider intend to create any third party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

13.3. No Vesting Rights. Performance by the Subdivider of this Agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

13.4. Subdivider is Not Agent of City. Neither Subdivider nor Subdivider's agents, contractors, or subcontractors are agents or contractors of the City in connection with the performance of Subdivider's obligations under this Agreement.

13.5. Time of the Essence. Time is of the essence of Subdivider's performance of all of its obligations under this Agreement.

13.6. Notices. Unless otherwise specified in this Agreement, all notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notice shall be provided to the persons listed on Pages 1 and 2 of this Agreement by the parties for this purpose.

Either party may provide a new designated representative and/or address by written notice as provided in this Section.

13.7. No Apportionment. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements pursuant to the provisions of the City ordinances providing, therefore. Nor shall anything in the Agreement commit City to any such apportionment.

13.8. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

13.9. Captions. The captions of this Agreement are for convenience and reference only and shall not be used in the interpretation of any provision of this Agreement.

13.10. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

13.11. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

13.12. Entire Agreement; Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof, except as may be expressly provided herein. All waivers of the provisions of this Agreement must be in writing and signed by an authorized representative of the party to be charged, and all amendments hereto must be in writing and signed by the appropriate representatives of both parties.

13.13. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

14. Authority. The persons executing this Agreement on behalf of the parties warrant the:
- (i) Party is duly organized and existing;
  - (ii) They are duly authorized to execute and deliver this Agreement on behalf of said party;

(iii) By so executing this Agreement, such party is formally bound to the provisions of this Agreement; and

(iv) The entering into of this Agreement does not violate any provisions of any other Agreement to which said party is bound.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the City and the Subdivider have caused this Agreement to be executed the day and year first above written.

**CITY OF RIALTO, CALIFORNIA**

**SUBDIVIDER**

By: \_\_\_\_\_  
Tanya Williams  
City Manager

By: \_\_\_\_\_  
Title: Manager

**APPROVED BY THE CITY COUNCIL**

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

**Agreement No.:** \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Barbara McGee  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Eric S. Vail  
City Attorney

**RECOMMENDED:**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of OrangeOn 11/12/2025 before me,Natalie Tang, a notary public  
Here Insert Name and Title of the Officer

personally appeared

Loan P. Nguyen  
Name(s) of Signer(s)

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 they 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 \_\_\_\_\_

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

Real property in the City of Rialto, County of San Bernardino, State of California, described as follows:

PARCEL 1: (APN: 0128-071-02-0-000 (AFFECTS LOT 198) AND APN: 0128-071-03-0-000 (AFFECTS LOT (235))

LOTS 198 AND 235 OF TRACT NO. 2346, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 33, PAGE 55](#) OF MAPS, RECORDS OF SAID COUNTY.

TOGETHER WITH THE NORTH 40 FEET OF THE THORENSEN STREET, ADJOINING LOT 235 ON THE SOUTH, BY RESOLUTION NO. 444 OF THE CITY OF RIALTO, A CERTIFIED COPY OF WHICH RECORDED MAY 20, 1955, IN [BOOK 3649, PAGE 434](#), OF OFFICIAL RECORDS.

PARCEL 2: (APN: 0128-071-09-0-000)

LOT 1 OF TRACT NO. 2431, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 34, PAGE 70](#) OF MAPS, RECORDS OF SAID COUNTY.

TOGETHER WITH THE NORTH 40 FEET OF THORENSEN STREET, ADJOINING LOT 1 ON THE SOUTH, BY RESOLUTION NO. 444 OF THE CITY OF RIALTO, A CERTIFIED COPY OF WHICH RECORDED MAY 20, 1955 IN [BOOK 3649, PAGE 434](#), OF OFFICIAL RECORDS OF SAID COUNTY.

**EXHIBIT "B"**

**TENTATIVE TRACTMAP 20356 CONDITIONS OF APPROVAL**

The Conditions issued to Subdivider for development of the Property follow this page.

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WHEREAS, the applicant, Keystone DCS, Inc., requests to develop a seventy (70)-unit townhome complex comprised of half rental units and half ownership units. The proposed project includes ten (10) three-story buildings, four (4) two and three-story buildings, and four (4) two-story buildings. The maximum building height is 33'-8". The proposed residential units would consist of two (2) to four (4) bedroom units, ranging between 1,439 square feet to 2,001 square feet. Each unit will include a two (2) car garage. The project includes a tot lot playground area, recreational pool, and barbeque area for residential use. The pool and barbeque area would include an in-ground pool and Jacuzzi, firepits and barbeque grill areas, shaded cabanas, and pool-side lounge areas. The project site consists of approximately 4.53 gross acres of land (APNs: 0128-071-02, -03, AND 09) located at the corner of Foothill Boulevard and Larch Avenue within the Residential-High Density (R-HD) Zone of the Foothill Boulevard Specific Plan ("Project"); and

WHEREAS, per Table 3.1 (Permitted Uses) of the Foothill Boulevard Specific Plan, the establishment of a multi-family development within the R-HD zone requires a precise plan of design, and the applicant has agreed to apply for a precise plan of design (“PPD No. 2020-0007”); and

-1-

1 public testimony; discussed the proposed PPD No. 2020-0007; and closed the public hearing;  
2 and

3 WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

4 NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Rialto as  
5 follows:

6 SECTION 1. The Planning Commission hereby specifically finds that all of the facts set  
7 forth in the recitals above of this Resolution are true and correct and incorporated herein.

8 SECTION 2. Based on substantial evidence presented to the Planning Commission during  
9 the public hearing conducted with regard to PPD No. 2020-0007, including written staff reports,  
10 verbal testimony, site plans, other documents, and the conditions of approval stated herein, the  
11 Planning Commission hereby determines that PPD No. 2020-0007 satisfies the requirements of  
12 Table 3.1 (Permitted Uses) of the Foothill Boulevard Specific Plan pertaining to the findings  
13 which must be made precedent to granting a conditional development permit, which findings are as  
14 follows:

- 15 1. The proposed development is in compliance with all city ordinances and regulations,  
16 unless in accordance with an approved variance; and

17 *This finding is supported by the following facts:*

18 APNs 0128-071-02, -03, and 09 have a zoning designation of R-HD within the Foothill  
19 Specific Plan. In accordance with Table 3.1 (Permitted Uses) of the Foothill Boulevard  
20 Specific Plan, the Project, as conditioned herein, will comply with the City ordinances  
21 regulations including those of the Residential- High Density (R-HD) zone. The R-HD  
22 zone allows for the development and operation of a seventy (70)-unit townhome  
23 development, as proposed by the Project. Additionally, the Project meets all the required  
24 development standards of the R-HD zone including, but not limited to, required building  
25 setbacks, parking, landscaping, building height, floor area ratio, etc.

- 26 2. The site is physically suitable for the proposed development, and the proposed  
27 development will be arranged, designed, constructed, and maintained so that it will not  
28 be unreasonably detrimental or injurious to property, improvements, or the health, safety  
or general welfare of the general public in the vicinity, or otherwise be inharmonious  
with the city's general plan and its objectives, zoning ordinances or any applicable  
specific plan and its objectives; and

*This finding is supported by the following facts:*

1 The project site is a relatively flat, rectangular-shaped piece of land comprised of three  
2 (3) parcels. The parcels are 4.53± gross acres with approximate dimensions of 693 feet  
3 (east-west) by 295 feet (north-south) at the widest extents. The property is undeveloped  
4 and covered by vegetation. To the north of the project site are several single-family  
5 residences and townhomes, to the east of the site of the project is a shopping center, to  
6 the south are Single-Family Residences, and to the west is a San Bernardino County  
7 Facility. The zoning of the project site is Residential-High Density (R-HD) within the  
8 Foothill Boulevard Specific Plan. The properties to the north are zoned Residential-  
9 High Density (R-HD) and the properties to the east are zoned Residential- High Density  
10 (R-HD), the property to the west is zoned Residential-Mixed Use (R-MU), and properties  
11 to the south are zoned High-Density Multiple Family Zone (R-4) and Single-Family  
Residential (R-1C). The proposed development is consistent with the R-HD zoning  
designation. The most sensitive uses near the project site are the single-family residences  
to the north and south of the project site. The project is not expected to negatively impact  
any uses since measures, such as landscape buffering, increased setbacks, and the  
installation of solid walls will be implemented. As a result, the Project is not likely to  
cause any detrimental or injurious problems.

- 12 3. The proposed development will not unreasonably interfere with the use or enjoyment of  
13 neighboring property rights or endanger the peace, health, safety, or welfare of the  
14 general public; and

15 *This finding is supported by the following facts:*

16 The Project's effects will be minimized through the implementation of the Conditions of  
17 Approval contained herein, such as extensive landscaping, concrete screen walls, decorative  
18 paving, and enhanced architectural features. The Site contains approximately 4.53 gross  
19 acres, is fairly level, and is adjacent to a major public street, all of which will be able to  
20 accommodate the proposed use. The Project will have one (1) point of access along Larch  
21 Avenue to the west of the project site. In addition, driveways on the north and south of  
22 the project site will provide for emergency access. Each driveway will connect to a  
drive-aisle system that loops around the interior of the property. Access to the driveways  
will be provided via new half-width street improvements along Foothill Boulevard. In  
addition, the buildings will have 140 parking spaces and 16 guest parking spaces required  
under Table 3-4 (Parking Standards) of the Foothill Boulevard Specific Plan and Chapter  
18.58 (Off-Street Parking) of the Rialto Municipal Code.

- 23 4. The proposed development will not substantially interfere with the orderly or  
24 planned development of the City of Rialto.

25 *This finding is supported by the following facts:*

26 The Project is consistent with the R-HD zone of the Foothill Boulevard Specific Plan and  
27 the logical addition to the existing higher-density development to the north of the Site. The  
28 design of the Project will ensure a continuation of the public improvements and aesthetics  
present in the surrounding area. The City staff have reviewed the design of the Project to

1 ensure compliance with all health, safety, and design requirements to ensure the project will  
2 enhance the infrastructure and aesthetics of the local community.

3 SECTION 3. Keystone DCS, Inc. is hereby granted PPD No. 2020-0007 to allow the  
4 development of seventy (70) townhomes comprised of eighteen (18) two- and three-story buildings  
5 comprised of ten (10) buildings that contain thirty (36) three-story units, four (4) buildings that  
6 contain sixteen (16) two- and three-story units, and four (4) buildings that contain eighteen (18)  
7 two-story units. The proposed residential units would consist of three to four-bedroom, ranging  
8 between 1,439 square feet to 2,001 square feet, each floor plan will have a washer and dryer and  
9 will have 100 square-foot patios. The project site consists of 4.53± acres of land (APNs: 0128-071-  
10 02, -03, AND 09) located at the corner of Foothill Boulevard and Larch Avenue within the  
11 Residential-High Density (R-HD) Zone of the Foothill Boulevard Specific Plan.

12 SECTION 4. Based on the findings within the Initial Study, staff determined that the  
13 project will not have an adverse impact on the environment, and a Mitigated Negative Declaration  
14 was prepared. The local newspaper published a copy of the Notice of Intent to adopt the Mitigated  
15 Negative Declaration for the project, and the City mailed the notice to all property owners within  
16 660 feet of the project site for a public comment period held from August 8, 2022, to September 7,  
17 2022. The Planning Commission hereby adopts the Mitigated Negative Declaration and directs the  
18 Planning Division to file the necessary documentation with the Clerk of the Board of Supervisors  
19 for San Bernardino County.

20 SECTION 5. PPD No. 2020-0007 is granted to Keystone DCS, Inc., in accordance with the  
21 plans and application on file with the Planning Division, subject to the following conditions:  
22

- 23 1. The approval is granted allowing the development of a seventy (70)-unit townhome  
24 complex comprised of eighteen (18) two- and three-story buildings comprised of ten  
25 (10) buildings that contain 36 three-story units, a mixture of four (4) buildings that  
26 contain 16 two- to three-story units, and four (4) buildings that contain 18 two-story  
27 units. The proposed residential units would consist of three- to four-bedroom units,  
28 ranging between 1,439 square feet to 2,001 square feet. Each floor plan will have a  
washer and dryer and will have 100 square-foot patios. The project site consists of 4.53±  
acres of land (APNs 0128-071-02, -03, and 09) located on the southeast corner of  
Foothill Boulevard and Larch Avenue, as shown on the plans submitted to the Planning  
Division and as approved by the Planning Commission.

2. If the Conditions of Approval specified herein are not satisfied or otherwise completed, the Precise Plan of Design shall be subject to revocation.
2. City inspectors shall have access to the site to reasonably inspect during normal working hours to assure compliance with these conditions and other codes.
3. The applicant shall indemnify, protect, defend, and hold harmless, the City of Rialto, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (collectively, the "City Parties"), from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the Project (collectively, the "Entitlements"), whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure Chapter 1085 or 1094.5, the California Public Records Act, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. This condition to indemnify, protect, defend, and hold the City harmless shall include, but not be limited to (i) damages, fees, and/or costs awarded against the City, if any, and (ii) cost of suit, attorney's fees and other costs, liabilities, and expenses incurred in connection with such proceeding whether incurred by the applicant, Property owner or the City and/or other parties initiating or bringing such proceeding (collectively, subparts (i) and (ii) are the "Damages"). Notwithstanding anything to the contrary contained herein, the Applicant shall not be liable to the City Parties under this indemnity to the extent the Damages incurred by any of the City Parties in such Action(s) are a result of the City Parties' fraud, intentional misconduct or gross negligence in connection with issuing the Entitlements. The applicant shall execute an agreement to indemnify, protect, defend, and hold the City harmless as stated herein within five (5) days of approval of PPD No. 2020-0007.
4. In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedications, reservations, or exactions for this Project, if any, are subject to protest by the applicant at the time of approval or conditional approval of the Project or within 90 days after the date of the imposition of the fees, dedications, reservations, or exactions imposed on the Project.
5. In order to provide enhanced building design in accordance with Chapter 18.61 (Design Guidelines) of the Rialto Municipal Code, the applicant shall provide internal roof

access only for the buildings. The internal roof access shall be identified within the formal building plan check submittal prior to the issuance of building permits.

6. The applicant shall construct one (1) ADA-accessible trash enclosure on the project site. The trash enclosure shall provide room for one (1) commercial waste container and one (1) commercial recycling container. The exterior of each trash enclosure shall match the material and base color of the building. Additionally, the trash enclosure shall contain solid steel doors and a flat solid cover. Corrugated metal and chain-link are not acceptable materials to use as a part of the trash enclosure. The location of the trash enclosure shall be identified on the site plan within the formal building plan check prior to the issuance of building permits. An elevation detail for the trash enclosure shall be provided within the formal building plan check submittal prior to the issuance of building permits.
7. Any tubular steel fencing and/or sliding gates shall be painted black prior to the issuance of a Certificate of Occupancy unless specified otherwise herein.
8. All non-glass doors shall be painted to match the color of the adjacent wall before issuing a Certificate of Occupancy.
9. All signage on the building shall comply with Chapter 18.102 (Regulation of Signs and Advertising Structures) of the Rialto Municipal Code.
10. The applicant shall pay all applicable development impact fees in accordance with the current City of Rialto fee ordinance, including any Transportation and Traffic Fair Share Contribution fees, prior to the issuance of any building permit related to the Project.
11. A six (6) foot high decorative block wall shall be constructed along the perimeter of the project site, as approved by the Planning Division.
12. All new walls, including any retaining walls, shall be comprised of decorative masonry blocks or decorative concrete. Decorative masonry block means tan slump stone, tan split-face, or precision block with a stucco, plaster, or cultured stone finish. All decorative masonry walls and pilasters shall include a decorative masonry cap. Decorative concrete means painted concrete with patterns, reveals, and/or trim lines. Pilasters shall be incorporated within all new walls. The pilasters shall be spaced a maximum of fifty (50) feet on-center and shall be placed at all corners and ends of the wall. All pilasters shall protrude a minimum of six (6) inches above and to the side of the wall. All walls and pilasters shall be identified on the site plan, and elevation detail for the walls shall be included in the formal building plan check submittal prior to the issuance of building permits.
13. Decorative pavement shall be provided at all vehicular access points to the site. Decorative pavement means decorative pavers and/or color-stamped concrete. The location of the decorative pavement shall be identified on the Precise Grading Plan prior to the issuance of a grading permit, and it shall also be identified on the site plan within

1 the formal building plan check submittal prior to the issuance of building permits. The  
2 type of decorative pavement shall be identified on the formal Landscape Plan submittal  
3 prior to the issuance of building permits.

4 14. All light standards, including the base, shall be a maximum of twenty-five (25) feet  
5 high, as measured from the finished surface. Lighting shall be shielded and/or directed  
6 toward the site so as not to produce direct glare or "stray light" onto adjacent properties.  
7 All light standards shall be identified on the site plan and a note indicating the height  
8 restriction shall be included within the formal building plan check submittal prior to the  
9 issuance of building permits.

10 15. One (1) fifteen (15) gallon tree shall be provided every ten (10) parking spaces as  
11 consistent with the Foothill Boulevard Specific Plan General Development Standards.  
12 All parking lot tree species shall consist of evergreen broadleaf trees. The trees shall  
13 be identified on the formal Landscape Plan submittal prior to the issuance of building  
14 permits.

15 16. A minimum of one (1) twenty-four (24) inch box tree shall be installed every thirty  
16 (30) feet within the on-site landscape setbacks along Foothill Boulevard. All on-site  
17 tree species shall consist of evergreen broadleaf trees and/or palm trees. The trees  
18 shall be identified on the formal Landscape Plan submittal prior to the issuance of  
19 building permits.

20 17. Parkway treatments shall be provided within the public right-of-way along the entire  
21 project frontage of Foothill Boulevard, in accordance with Exhibit 4.7 of the Foothill  
22 Boulevard Specific Plan. Twenty-four (24) inch box street trees and sixteen (16)  
23 square foot landscaped mesh screens shall be installed within a two-and-one-half (2  
24 ½) foot wide parkway strip along Foothill Boulevard. The street trees and landscape  
25 mesh screens shall be separated by a maximum of twenty (20) feet on center. The  
26 street tree species for Foothill Boulevard is the "Muskogee Crape Myrtle".  
27 Permeable pavers and color-stamped concrete shall be installed within the parkway  
28 strip. The parkway treatments shall be identified on the formal Landscape Plan  
submittal prior to the issuance of building permits.

18. All land not covered by structures, walkways, parking areas, and driveways, unless  
otherwise specified, shall be planted with a substantial amount of trees, shrubs, and  
ground cover. Trees shall be spaced a minimum of thirty (30) feet on-center and shrubs  
and groundcover shall be spaced an average of three (3) feet on-center or less. All  
planter areas shall receive a minimum of two (2) inch-thick layers of brown bark,  
organic mulch, and/or decorative rock upon initial planting. Pea gravel and decomposed  
granite are not acceptable materials to use within planter areas. All planter areas on-site  
shall be permanently irrigated and maintained. The planting and irrigation shall be  
identified on the formal Landscape Plan submittal prior to the issuance of building  
permits.

19. All ground-mounted equipment and utility boxes, including transformers, fire-department connections, backflow devices, etc. shall be surrounded by a minimum of two (2) rows of five (5) gallon shrubs spaced a maximum of twenty-four (24) inches on-center, prior to the issuance of a Certificate of Occupancy.
20. All downspouts on all elevations of the building shall be painted to match the adjacent plaster color.
21. All wrought-iron fencing and sliding gates shall be painted black prior to the issuance of a Certificate of Occupancy.
22. The applicant shall obtain all necessary approvals and operating permits from all Federal, State, and local agencies prior to the issuance of a Certificate of Occupancy.
23. The privileges granted by the Planning Commission pursuant to the approval of this Conditional Development Permit are valid for one (1) year from the effective date of approval. If the applicant fails to commence the project within one year of the said effective date, this conditional development permit shall be null and void and any privileges granted hereunder shall terminate automatically. If the applicant or his or her successor in interest commences the project within one year of the effective date of approval, the privileges granted hereunder will continue inured to the property as long as the property is used for the purpose for which the conditional development permit was granted, and such use remains compatible with adjacent property uses.
24. Enter into a fee credit/reimbursement agreement for frontage improvements required for this Project.
25. A single master Off-site Construction Permit is required for any street, wet utility, landscape and irrigation, and traffic signal improvements within the public right-of-way. To expedite and facilitate improvements in the public right-of-way, the applicant is responsible for submitting a multi-phase master plan traffic control plan which includes all phases of construction in the public right-of-way i.e., sewer, water, overhead, underground, etc. prior to the issuance of an Off-site Construction Permit. Note, to simplify the permitting process, a single master Off-Site Construction Permit shall replace individual Encroachment Permits to be pulled by the developer's contractor.
26. Submit street improvement plans prepared by a registered California civil engineer to the Engineering Division for review. The street improvement plans shall be approved concurrently with any streetlight, landscape and irrigation, and traffic signal plans unless otherwise approved by the City Engineer. The plans shall be approved by the City Engineer prior to the issuance of any building permits.
27. Submit traffic striping and signage plans prepared by a California registered civil engineer or traffic engineer, for review and approval by the City Engineer. All required traffic striping and signage improvements shall be completed concurrently with required

street improvements, to the satisfaction of the City Engineer, and prior to issuance of a building permit. Approved traffic striping and signage plans must include required Class II thermoplastic Bicycle Facilities as referenced on the San Bernardino County Non-Motorized Transportation Plan – June 2018, Figure 5.36, Sheet 5-150.

28. Submit off-site landscaping and irrigation system improvement plans for review and approval concurrently with street improvement plan submittal to the Public Works Department. The median irrigation system, parkway irrigation system, and applicable Specific Plan required landscape easement irrigation system shall be separately metered from the on-site private irrigation to facilitate separate utility bill payment by the City after the required one-year maintenance period via the Landscape and Lighting Maintenance District No. 2. The off-site landscape and irrigation plans must show separate electrical and water meters to be annexed into LLMD2 via a City Council public hearing process. Use of an existing LLMD2 water meter and electrical pedestal is encouraged. The Landscape and Irrigation plans shall be approved concurrently with the Street Improvement plans, including the median portion, applicable easement portion, and/or parkway portion, prior to issuance of a building permit. The landscaping architect must contact the City of Rialto Landscape Contract Specialist at (909) 820-2602 to ensure all landscape and irrigation guidelines are met prior to plan approval. Electrical and water irrigation meter pedestals must not be designed to be installed at or near street intersections or within a raised median to avoid burdensome traffic control set-up during ongoing maintenance. The off-site Landscape and Irrigation plans shall be designed in accordance with the Public Works Landscape Maintenance District Guidelines.
29. All median, applicable landscape easement and parkway landscaping shall be guaranteed for a period of one year from the date of acceptance by the City Engineer. Any landscaping that fails during the one-year landscape maintenance period shall be replaced with similar plant material to the satisfaction of the City Engineer and shall be subject to a subsequent one-year landscape maintenance period. The applicant must contact the City of Rialto Landscape Contract Specialist at (909) 820-2602 to confirm a full twelve (12) months of non-interrupted ongoing maintenance.
30. All proposed trees within the public right-of-way and within 10 feet of the public sidewalk and/or curb shall have City approved deep root barriers installed, as required by the City Engineer.
31. The applicant shall comply with all conditions of approval placed upon PPD No. 2020-007.
32. The applicant shall provide an illuminated address prominently placed on the front of each dwelling unit, prior to the issuance of a Certificate of Occupancy.
33. The applicant shall complete and abide by all mitigation measures contained within the Mitigation Monitoring and Reporting Program associated with Environmental Assessment Review No. 2022-0017 prior to issuance of any Certificate of Occupancy.

34. The applicant shall secure the services of a tribal cultural monitor to be present during all ground-disturbing activities associated with the construction of this project. This matter shall be provided to the Planning Division prior to the issuance of a grading permit.
35. All requirements shall be completed to the satisfaction of the City Engineer prior to issuance of a certificate of occupancy unless otherwise noted.
36. Prior to issuance of a building permit, the developer shall pay all applicable development impact fees in accordance with the current City of Rialto fee ordinance including Transportation Fair Share Contribution fees.
37. Prior to issuance of a building permit, The Precise Grading Plan shall be approved by the City Engineer.
38. Any dry utility improvement construction within the public right-of-way requires a City of Rialto Encroachment Permit.
39. A single master Off-site Construction Permit is required for any street, wet utility, landscape and irrigation, and traffic signal improvements within the public right-of-way. To expedite and facilitate improvements in the public right-of-way, the applicant is responsible for submitting a multi-phase master plan traffic control plan which includes all phases of construction in the public right-of-way i.e., sewer, water, overhead, underground, etc. prior to the issuance of Off-site Construction Permit. Note, to simplify the permitting process, a single master Off-Site Construction Permit shall replace individual Encroachment Permits to be pulled by the developer's contractor.
40. Submit street improvement plans prepared by a registered California civil engineer to the Engineering Division for review. The street improvement plans shall be approved concurrently with any streetlight, landscape and irrigation, and traffic signal plans unless otherwise approved by the City Engineer. The plans shall be approved by the City Engineer prior to the issuance of any building permits.
41. Submit traffic striping and signage plans prepared by a California registered civil engineer or traffic engineer, for review and approval by the City Engineer. All required traffic striping and signage improvements shall be completed concurrently with required street improvements, to the satisfaction of the City Engineer, and prior to issuance of a building permit.
42. GENERAL: Submit off-site landscaping and irrigation system improvement plans for review and approval concurrently with street improvement plan submittal to the Public Works Department. The median irrigation system, parkway irrigation system, and applicable Specific Plan required landscape easement irrigation system shall be separately metered from the on-site private irrigation to facilitate separate utility bill payment by the City after the required one-year maintenance period via the Landscape and Lighting Maintenance District No. 2. The off-site landscape and irrigation plans must show separate electrical and water meters to be annexed into LLMD2 via a City Council public hearing process. Use of an existing LLMD2 water meter and electrical pedestal is encouraged. The Landscape and Irrigation plans shall

1 be approved concurrently with the Street Improvement plans, including the median  
2 portion, applicable easement portion, and/or parkway portion, prior to issuance of a  
3 building permit. The landscaping architect must contact the City of Rialto Landscape  
4 Contract Specialist at (909) 820-2602 to ensure all landscape and irrigation guidelines  
5 are met prior to plan approval. Electrical and water irrigation meter pedestals must  
6 not be designed to be installed at or near street intersections or within a raised median  
to avoid burdensome traffic control set-up during ongoing maintenance. The off-site  
Landscape and Irrigation plans shall be designed in accordance with the Public Works  
Landscape Maintenance District Guidelines.

- 7 43. All median, applicable landscape easement and parkway landscaping shall be  
8 guaranteed for a period of one year from the date of acceptance by the City Engineer  
9 acceptance. Any landscaping that fails during the one-year landscape maintenance  
10 period shall be replaced with similar plant material to the satisfaction of the City  
11 Engineer and shall be subject to a subsequent one-year landscape maintenance period.  
The applicant must contact the City of Rialto Landscape Contract Specialist at (909)  
820-2602 to confirm a full twelve (12) months' time of non-interrupted ongoing  
maintenance.
- 12 44. All proposed trees within the public right-of-way and within 10 feet of the public  
13 sidewalk and/or curb shall have City approved deep root barriers installed, as required  
by the City Engineer.
- 14 45. The developer shall apply for the annexation of the underlying property into the City  
15 of Rialto Landscape and Lighting Maintenance District No. 2 ("LLMD 2"). An  
16 application fee of \$5,000 shall be paid at the time of application. Annexation into  
17 LLMD 2 is a condition of acceptance of any new median, landscape easement, and/or  
18 parkway landscaping in the public right-of-way, or any new public street lighting  
19 improvements conditioned on the project and to be maintained by the City of Rialto  
20 post-construction. The developer must apply and complete the LLMD2 annexation  
21 process prior to any issuance of a building permit, Off-site Construction permit, and  
22 prior to the recordation of any applicable Final Tract/Parcel Maps. Due to the  
23 required City Council Public Hearing action, the annexation process takes months,  
24 and as such, the developer is advised to apply for Special District annexation as early-  
25 on in the in the process to avoid any delays with permit issuance.
- 26 46. All new streetlights shall be installed on an independently metered, City-owned  
27 underground electrical system. Using power from an existing LMMD 2 pedestal is  
28 encouraged over installing a new pedestal. The developer shall be responsible for  
applying with Southern California Edison (SCE) for all appropriate service points and  
electrical meters early in the design process to avoid delays in other key milestones.  
New meter pedestals shall be installed, and electrical service paid for by the  
developer. The City shall not pay the charges for electrical service until the landscape  
and irrigation are accepted after the one-year maintenance period and the underlying  
property is annexed into LLMD 2.
47. The developer is responsible for requesting address assignment for any new building,  
irrigation water meter, and electrical pedestal prior to any grading or public  
improvement plan approval. Addresses for irrigation meters must be based upon

approved civil plans. Addresses for electrical pedestals must be based upon approved SCE plans. The main building address shall be included on the Precise Grading Plans and Building Plan set along with the PPD number. The electrical meter pedestal addresses (single or dual) shall be included in the public improvement plans.

48. Construct asphalt concrete paving for streets in two separate lifts. The final lift of asphalt concrete pavement shall be postponed until such time that on-site construction activities are complete, as may be determined by the City Engineer. Paving of streets in one lift prior to completion of on-site construction will not be allowed unless prior authorization has been obtained from the City Engineer. Completion of asphalt concrete paving for streets prior to completion of on-site construction activities, if authorized by the City Engineer, will require additional paving requirements prior to acceptance of the street improvements, including, but not limited to: removal and replacement of damaged asphalt concrete pavement, overlay, slurry seal, or other repairs, as required by the City Engineer.
49. All street cuts for utilities shall be repaired in accordance with City Standard SC-231 within 72 hours of completion of the utility work, and any interim trench repairs shall consist of compacted backfill to the bottom of the pavement structural section followed by placement of standard base course material in accordance with the Standard Specifications for Public Work Construction ("Greenbook"). The base course material shall be placed at the full height of the structural section to be flush with the existing pavement surface and provide a smooth pavement surface until permanent cap paving occurs using an acceptable surface course material.
50. In accordance with City Ordinance No. 1589, adopted to preserve newly paved streets, all street and/or trench cuts in street newly paved or slurry will be subject to moratorium street repair standards as referenced in Section 11.04.145 of the Rialto Municipal Code. Contact the Public Works Department for a list of streets subject to the moratorium.
51. Any utility trenches or other excavations within existing asphalt concrete pavement of off-site streets required by the proposed development shall be backfilled and repaired in accordance with City of Rialto Standard Drawings. The developer shall be responsible for removing, grinding, paving, and/or overlaying existing asphalt concrete pavement of off-site streets as required by and at the discretion of the City Engineer, including pavement repairs in addition to pavement repairs made by utility companies for utilities installed for the benefit of the proposed development (i.e., West Valley Water District, Southern California Edison, Southern California Gas Company, Time Warner, Verizon, etc.). Multiple excavations, trenches, and other street cuts within existing asphalt concrete pavement of off-site streets required by the proposed development may require complete grinding and asphalt concrete overlay of the affected off-site streets, at the discretion of the City Engineer. The pavement condition of the existing off-site streets shall be returned to a condition equal to or better than what existed prior to the construction of the proposed development.
52. In accordance with Chapter 15.32 of the City of Rialto Municipal Code, all existing and new electrical distribution lines of sixteen thousand volts or less and overhead service drop conductors, and all telephone, television cable service, and similar

1 service wires or lines, which are on-site, abutting, and/or transacting, shall be  
2 installed underground. Utility undergrounding shall extend to the nearest off-site  
3 power pole; no new power poles shall be installed unless otherwise approved by the  
4 City Engineer. A letter from the owners of the affected utilities shall be submitted to  
5 the City Engineer prior to the approval of the Grading Plan, informing the City that  
6 they have been notified of the City's utility undergrounding requirement and their  
intent to commence the design of utility undergrounding plans. When available, the  
utility undergrounding plan shall be submitted to the City Engineer identifying all  
above-ground facilities in the area of the project to be undergrounded.

- 7 53. All damaged, destroyed, or modified pavement legends, traffic control devices,  
8 signing, striping, and streetlights, associated with the proposed development shall be  
9 replaced as required by the City Engineer prior to issuance of a Certificate of  
Occupancy.
- 10 54. Construction signing, lighting, and barricading shall be provided during all phases of  
11 construction as required by City Standards or as directed by the City Engineer. As a  
12 minimum, all construction signing, lighting, and barricading shall be in accordance  
with Part 6 Temporary Traffic Control of the 2014 California Manual on Uniform  
Traffic Control Devices or subsequent editions in force at the time of construction.
- 13 55. Upon approval of any improvement plan by the City Engineer, the improvement plan  
14 shall be provided to the City in digital format, consisting of a DWG (AutoCAD  
15 drawing file), DXF (AutoCAD ASCII drawing exchange file), and PDF (Adobe  
Acrobat) formats. Variations of the type and format of the digital data to be submitted  
to the City may be authorized, upon prior approval by the City Engineer.
- 16 56. All drive-thru isles adjacent to the public right-of-way or ingress and egress points of  
17 vehicular access must include Planning Division-approved screening along the  
18 perimeter to prevent blinding oncoming traffic with high-beam headlights during  
nighttime hours of operation.
- 19 57. The public street improvements outlined in these conditions of approval are intended  
20 to convey to the developer an accurate scope of required improvements, however, the  
21 City Engineer reserves the right to require reasonable additional improvements as  
may be determined during the review and approval of street improvement plans  
required by these conditions.
- 22 58. Install CAMUTCD approved "No Stopping" signage along the entire project  
23 frontage.
- 24 59. STREET: Prior to issuance of a building permit, dedicate additional right-of-way  
25 along Foothill Boulevard frontage as may be required to provide a property line at the  
ultimate right-of-way of 55 feet south of the centerline in accordance with the  
Foothill Boulevard Specific Plan.
- 26 60. STREET: Prior to issuance of a building permit, dedicate additional right-of-way as  
27 may be required to provide a property line – corner cutback at the southeast corner of  
28 Foothill Boulevard and Larch Avenue. Nothing shall be constructed or planted in the  
corner cut-off area which does or will exceed 30 inches in height required to maintain  
an appropriate corner sight distance, as required by the City Engineer.

61. STREET: Prior to issuance of a building permit, dedicate a 5 foot-wide easement for landscape purposes along the entire frontage of Foothill Boulevard as required by the Foothill Boulevard Specific Plan or any applicable Specific Plan and in accordance with the City of Rialto Standard Drawings.
62. STREET: Construct an 8-inch curb and gutter along the entire frontage of Foothill Boulevard 48 feet south of the centerline in accordance with the City of Rialto Standard Drawings and the Foothill Boulevard Specific Plan.
63. STREET: Remove existing and construct new pavement with a minimum pavement section of 5 inches asphalt concrete pavement over 6 inches crushed aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, along the entire half-width street frontage in accordance with City of Rialto Standard Drawings. The pavement section shall be determined using a Traffic Index ("TI") of 10. The pavement section shall be designed by a California-registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval. Alternatively, depending on the existing street condition and geotechnical recommendations, a 2" grind and overlay, slurry seal, or other repair can be performed to preserve existing pavement improvements as approved by the City Engineer.
64. STREET: Construct Americans with Disabilities Act (ADA) and California Building Code compliant sidewalk improvements 5 feet wide located adjacent to the right of way line along the entire frontage in accordance with the General Plan, Foothill Boulevard Specific Plan and the City of Rialto Standard Drawings. Join the existing non-compliant sidewalk, if any, outside the project frontage.
65. STREET: Replace any existing non-compliant, damaged, or unsatisfactory sidewalk along the project frontage to the satisfaction of the city engineer.
66. STREET: Construct a commercial driveway approach in accordance with the City of Rialto Standard Drawing No. SC-213 or SC-214. The driveway approach shall be constructed so the top of "X" is at least 5 feet from the property line, or as otherwise approved by the City Engineer. Nothing shall be constructed or planted in the corner cut-off area which does or will exceed 30 inches in height required to maintain an appropriate corner sight distance. If necessary, additional right of way shall be dedicated on-site to construct a path of travel that meets ADA guidelines for the public.
67. STREET: Construct a curb ramp meeting current California State Accessibility standards at the southeast corner of Foothill Boulevard and Larch Avenue in accordance with City of Rialto Standard Drawings. Provide a fully detailed curb return, ramp, and sidewalk approach design of a scale of one-inch equals ten-feet or larger.
68. STREET: Construct a new underground electrical system for public street lighting improvements. New marbelite street light poles with LED light fixtures shall be installed at 300 ft spacing in accordance with the City of Rialto Standard Drawings and as approved by the City Engineer.

69. Construct a 16-foot wide raised and landscaped median island along the centerline of Foothill Boulevard, in accordance with City Standards and the Foothill Boulevard Specific Plan as approved by the City Engineer. The median nose width shall be constructed at [4] feet wide and shall have stamped concrete or other approved material. The left turn pockets shall be designed in accordance with Section 405 of the current edition of the Caltrans Highway Design Manual, and/or as approved by the City Engineer.
70. Development of the site is subject to the requirements of the National Pollution Discharge Elimination System (NPDES) Permit for the City of Rialto, issued by the Santa Ana Regional Water Quality Control Board, Board Order No. R8-2010-0036. Pursuant to the NPDES Permit, the developer shall ensure the development of the site incorporates post-construction Best Management Practices (BMPs) in accordance with the Model Water Quality Management Plan (WQMP) approved for use for the Santa Ana River Watershed. The developer is advised that applicable Site Design BMPs will be required to be incorporated into the final site design, pursuant to a site-specific WQMP submitted to the City Engineer for review and approval.
71. The minimum pavement section for all on-site pavements shall be 2 inches asphalt concrete pavement over 4 inches crushed aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or equal. If an alternative pavement section is proposed, the proposed pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval.
72. Prior to issuance of a certificate of occupancy or final City approvals, provide certification from Rialto Water Services to demonstrate that all water and/or wastewater service accounts have been documented.
73. Submit a Precise Grading Plan prepared by a California registered civil engineer to the Engineering Division that conforms to the requirements of the California Building Code for review and approval. The Precise Grading Plan shall be approved by the City Engineer prior to the issuance of a building permit.
74. Prior to commencing with any grading, the required erosion and dust control measures shall be in place. In addition, the following shall be included if not already identified:
- a. Perimeter screened fencing
  - b. Contractor information signage including contact information along [Street Name] and [Street Name]
  - c. Post dust control signage with the following verbiage: i. Project Name, WDID No., IF YOU SEE DUST COMING FROM THIS PROJECT CALL: NAME (XXX) XXX-XXX, If you do not receive a response, Please call the AQMD at 1-800-CUT-SMOG
75. Submit a Water Quality Management Plan identifying site-specific Best Management Practices (BMPs) in accordance with the Model Water Quality Management Plan (WQMP) approved for use for the Santa Ana River Watershed. The site specific WQMP shall be submitted to the City Engineer for review and approval with the Precise Grading Plan. A WQMP Maintenance Agreement shall be required, obligating the property owner(s) to appropriate operation and maintenance

obligations of on-site BMPs constructed pursuant to the approved WQMP. The WQMP shall be approved prior to grading plan approval. The Maintenance Agreement shall be approved prior to issuance of a building permit and final/parcel map recordation, unless otherwise allowed by the City Engineer.

76. A Notice of Intent (NOI) to comply with the California General Construction Stormwater Permit (Water Quality Order 2009-0009-DWQ as modified September 2, 2009) is required via the California Regional Water Quality Control Board online SMARTS system. A copy of the executed letter issuing a Waste Discharge Identification (WDID) number shall be provided to the City Engineer prior to the issuance of a grading or building permit. The developer's contractor shall prepare and maintain a Storm Water Pollution Prevention Plan (SWPPP) as required by the General Construction Permit. All appropriate measures to prevent erosion and water pollution during construction shall be implemented as required by the SWPPP.
77. A Geotechnical/Soils Report prepared by a California-registered Geotechnical Engineer shall be required for and incorporated as an integral part of the grading plan for the proposed development. A copy (including PDF) of the Geotechnical/Soils Report shall be submitted to the Engineering Division with the first submittal of the Precise Grading Plan.
78. All stormwater runoff passing through the site shall be accepted and conveyed across the property in a manner acceptable to the City Engineer. For all stormwater runoff falling on the site, on-site retention or other facilities approved by the City Engineer shall be required to contain the increased stormwater runoff generated by the development of the property. Provide a hydrology study to determine the volume of increased stormwater runoff due to the development of the site, and to determine the required stormwater runoff mitigation measures for the proposed development. Hydrology studies shall be prepared in accordance with the San Bernardino County Hydrology Manual and Rialto drainage criteria. Final retention basin sizing and other stormwater runoff mitigation measures shall be determined upon review and approval of the hydrology study by the City Engineer and may require redesign or changes to site configuration or layout consistent with the findings of the final hydrology study. The volume of increased stormwater runoff to retain on-site shall be determined by comparing the existing pre-developed condition and proposed developed condition, using the 100-year frequency storm. The final hydrology study shall be approved prior to the issuance of a grading permit.
79. Direct release of on-site nuisance water or stormwater runoff shall not be permitted to the adjacent public streets. Provisions for the interception of nuisance water from entering adjacent public streets from the project site shall be provided through the use of a minor storm drain system that collects and conveys nuisance water to landscape or parkway areas, and in only a stormwater runoff condition, pass runoff directly to the streets through parkway or under sidewalk drains.
80. Provide rough grade certification, engineered-fill certification, and compaction report for all building pads in conformance with the approved Precise Grading Plan, to the Engineering Division prior to issuance of a building permit.

- 1 81. Provide dirt grade certification prior to placement of aggregate base and rock grade  
2 certification prior to placement of asphalt concrete.
- 3 82. Prior to issuance of a certificate of occupancy or final City approvals, demonstrate  
4 that all structural BMPs have been constructed and installed in conformance with  
5 approved plans and specifications, as identified in the approved WQMP, and provide  
6 a WQMP certification.
- 7 83. Remove all graffiti within 24 hours pre-construction, during construction, and after a  
8 Certificate of Occupancy is issued.
- 9 81. The applicant shall connect the project to the City of Rialto sewer system and apply for a  
10 sewer connection account with Rialto Water Services.
- 11 82. Domestic water service to the underlying property is provided by Rialto Water District.  
12 The applicant shall be responsible for coordinating with Rialto Water District and  
13 complying with all requirements for establishing domestic water service to the property.  
14 The design must include fire hydrants along Foothill Boulevard.
- 15 83. The applicant shall install a new domestic water line lateral connection to the main water  
16 line within Foothill Boulevard, pursuant to the Rialto Water District requirements. A  
17 water line plan shall be approved by Rialto Water Services prior to the issuance of  
18 building permits.
- 19 84. The applicant shall provide certification from the Rialto Water Services District that  
20 demonstrates that all water and/or wastewater service accounts for the project are  
21 documented, prior to the issuance of a Certificate of Occupancy or final inspection  
22 approval from the Public Works Engineering Division.
- 23 85. The applicant shall submit a Water Quality Management Plan identifying site-specific  
24 Best Management Practices ("BMPs") in accordance with the Model Water Quality  
25 Management Plan ("WQMP") approved for use for the Santa Ana River Watershed. The  
26 site specific WQMP shall be submitted to the City Engineer for review and approval  
27 with the Precise Grading Plan. A WQMP Maintenance Agreement shall be required,  
28 obligating the property owner(s) to appropriate operation and maintenance obligations  
of on-site BMPs constructed pursuant to the approved WQMP. The WQMP and  
Maintenance Agreement shall be approved prior to issuance of a building permit, unless  
otherwise allowed by the City Engineer. The development of the Site is subject to the  
requirements of the National Pollution Discharge Elimination System (NPDES) Permit  
for the City of Rialto, issued by the Santa Ana Regional Water Quality Control Board,  
Board Order No. R8-2010-0036. Pursuant to the NPDES Permit, the Applicant shall  
ensure the development of the site incorporates post-construction Best Management  
Practices ("BMPs") in accordance with the Model Water Quality Management Plan  
("WQMP") approved for use for the Santa Ana River Watershed. The Applicant is  
advised that applicable Site Design BMPs will be required to be incorporated into the  
final site design, pursuant to a site specific WQMP submitted to the City Engineer for  
review and approval.

- 1 86. Prior to issuance of a certificate of occupancy or final City approvals, the applicant shall  
2 demonstrate that all structural BMPs have been constructed and installed in  
3 conformance with approved plans and specifications, and as identified in the approved  
4 WQMP.
- 5 87. Direct release of on-site nuisance water or stormwater runoff shall not be permitted to  
6 the adjacent public streets. Provisions for the interception of nuisance water from  
7 entering adjacent public streets from the project site shall be provided through the use of  
8 a minor storm drain system that collects and conveys nuisance water to landscape or  
9 parkway areas, and in only a stormwater runoff condition, pass runoff directly to the  
10 streets through parkway or under sidewalk drains. All on-site and off-site designs must  
11 comply with NPDES stormwater regulations.
- 12 88. The original improvement plans prepared for the proposed development and approved  
13 by the City Engineer (if required) shall be documented with record drawing "as-built"  
14 information and returned to the Engineering Division prior to issuance of a final  
15 certificate of occupancy. Any modifications or changes to approved improvement plans  
16 shall be submitted to the City Engineer for approval prior to construction.
- 17 89. The applicant shall adhere to the City Council-approved franchise agreements and  
18 disposal requirements during all construction activities, in accordance with Section 8.08  
19 (Refuse Collection of the City of Rialto Municipal Code).
- 20 90. A Notice of Intent (NOI) to comply with the California General Construction  
21 Stormwater Permit (Water Quality Order 2009-0009-DWQ as modified September 2,  
22 2009) is required via the California Regional Water Quality Control Board online  
23 SMARTS system. A copy of the executed letter issuing a Waste Discharge  
24 Identification (WDID) number shall be provided to the City Engineer prior to the  
25 issuance of a grading or building permit. The developer's contractor shall prepare and  
26 maintain a Storm Water Pollution Prevention Plan (SWPPP) as required by the General  
27 Construction Permit. All appropriate measures to prevent erosion and water pollution  
28 during construction shall be implemented as required by the SWPPP.
91. All stormwater runoff passing through the site shall be accepted and conveyed across the  
property in a manner acceptable to the City Engineer. For all stormwater runoff falling  
on the site, on-site retention or other facilities approved by the City Engineer shall be  
required to contain the increased stormwater runoff generated by the development of the  
property. Provide a hydrology study to determine the volume of increased stormwater  
runoff due to the development of the site, and to determine the required stormwater  
runoff mitigation measures for the proposed development. Hydrology studies shall be  
prepared in accordance with the San Bernardino County Hydrology Manual and Rialto  
drainage criteria. Final retention basin sizing and other stormwater runoff mitigation  
measures shall be determined upon review and approval of the hydrology study by the  
City Engineer and may require redesign or changes to site configuration or layout  
consistent with the findings of the final hydrology study. The volume of increased  
stormwater runoff to retain on-site shall be determined by comparing the existing pre-

1 developed condition and proposed developed condition, using the 100-year frequency  
2 storm.

3 92. Remove all graffiti within 24 hours pre-construction, during construction, and after a  
4 Certificate of Occupancy is issued.

5 93. Prior to commencing with any grading, the applicant shall implement the required  
6 erosion and dust control measures. In addition, the following shall be included if not  
7 already identified:

8 a. 6-foot-high tan-colored perimeter screened fencing

9 b. Contractor information signage including contact information along the street  
10 frontages of Foothill Boulevard.

11 c. Post dust control signage with the following verbiage: "Project Name, WDID No.,  
12 IF YOU SEE DUST COMING FROM THIS PROJECT CALL: NAME (XXX)  
XXX-XXX, If you do not receive a response, please call the AQMD at 1-800-CUT-  
SMOG/1-800-228-7664".

13 94. The applicant shall remove any graffiti within 24 hours, before, during, and post-  
14 construction.

15 95. The applicant shall submit full architectural and structural plans with all mechanical,  
16 electrical, and plumbing plans, structural calculations, truss calculations (may be  
17 provided in a deferred submittal as determined by the Community Development  
18 Director), and layout, rough grading plans approved by Public Works Engineering,  
19 Water Quality Management Plan, Erosion Control Plan, Stormwater Pollution  
Prevention Plan, and Title 24 Energy Calculations to the Building Division for plan  
check and review, prior to the issuance of building permits.

20 96. The applicant shall provide a Scope of Work on the title page of the architectural plan  
21 set. The Scope of Work shall call out all work to be permitted (ex. Main structure,  
perimeter walls, trash enclosure, etc.).

22 97. The applicant shall design the structures in accordance with the 2019 California  
23 Building Code, 2019 California Mechanical Code, 2019 California Plumbing Code, the  
24 2019 California Electrical Code, 2019 Residential Code, and the 2019 California Green  
Buildings Standards adopted by the State of California.

25 98. The applicant shall design the structures to withstand an ultimate wind speed of 130  
26 miles per hour, exposure C, and seismic zone D.

27 99. The applicant shall submit fire sprinkler, fire alarm systems, and fire hydrant plans to the  
28 Building Division for plan review concurrently with building plans and shall be

1 approved prior to the issuance of a building permit but may be provided in a deferred  
2 submittal as determined by the Community Development Director.

3 100. The applicant shall obtain an Electrical Permit from the Building Division for any  
4 temporary electrical power required during construction. No temporary electrical power  
5 will be granted to a project unless one of the following items is in place and approved by  
6 the Building Division: (A) Installation of a construction trailer or (B) Security fencing  
7 around the area where the electrical power will be located.

8 101. The applicant shall install temporary construction fencing and screening around the  
9 perimeter of the project site. The fencing and screening shall be maintained at all times  
10 during construction to protect pedestrians.

11 102. The applicant shall install any required temporary construction trailer on private  
12 property. No trailers are allowed to be located within the public right-of-way. The  
13 trailer shall be removed prior to the issuance of a Certificate of Occupancy.

14 103. The applicant shall design and construct accessible paths of travel from the building's  
15 accessible entrances to the public right-of-way, accessible parking, and the trash  
16 enclosure. Paths of travel shall incorporate (but not be limited to) exterior stairs,  
17 landings, walks and sidewalks, pedestrian ramps, curb ramps, warning curbs, detectable  
18 warning, signage, gates, lifts, and walking surface materials, as necessary. The  
19 accessible route(s) of travel shall be the most practical direct route between accessible  
20 building entrances, site facilities, accessible parking, public sidewalks, and the  
21 accessible entrance(s) to the site, California Building Code, (CBC) Chapter 11, Sec, 11A  
22 and 11B.

23 104. Prior to issuance of a Building Permit, all of the following must be in place on the Site:  
24 a portable toilet with a hand wash station, temporary construction fencing, and signage  
25 on each adjacent street saying "If there is any dust or debris coming from this site please  
26 contact (superintendent number here) or the AQMD if the problem is not being  
27 resolved" or something similar to this.

28 105. The applicant shall provide temporary toilet facilities for the construction workers. The  
toilet facilities shall always be maintained in a sanitary condition. The construction of  
toilet facilities of the non-sewer type shall conform to ANSI Z4.3.

106. The applicant shall underground all on-site utilities to the new proposed structures,  
prior to the issuance of a Certificate of Occupancy, unless prior approval has been  
obtained by the utility company or the City.

107. Prior to the issuance of Building Permits, site grading final and pad certifications shall  
be submitted to the Building Division, which include elevation, orientation, and  
compaction. The certifications are required to be signed by the engineer of record.

- 1 108. The applicant shall provide proof of payment to the Rialto Unified School District for  
2 all required school fees, prior to the issuance of a building permit.
- 3 109. Site facilities such as parking open or covered, recreation facilities, and trash dumpster  
4 areas, and common use areas shall be accessible per the California Building Code,  
5 Chapter 11.
- 6 110. The applicant shall place a copy of the Conditions of Approval herein on the building  
7 plan check submittal set and include the PPD number on the right bottom corner cover  
8 page in 20-point bold, prior to the issuance of a building permit.
- 9 111. The applicant shall ensure that a minimum of 65% of all construction and demo debris  
10 shall be recycled using an approved City of Rialto recycling facility during construction.  
11 Copies of receipts for recycling shall be provided to the City Inspector and a copy shall  
12 be placed in the office of the construction site.
- 13 112. The developer is responsible for requesting address assignment for any new building,  
14 irrigation water meter, and electrical pedestal. Addresses for irrigation meters must be  
15 based upon approved civil plans. Addresses for electrical pedestals must be based upon  
16 approved SCE plans. The main building address shall be included on the Precise  
17 Grading Plans and Building Plan set along with the PPD number. The electrical meter  
18 pedestal addresses (single or dual) shall be included in the public improvement plans.
- 19 113. Construct asphalt concrete paving for streets in two separate lifts. The final lift of  
20 asphalt concrete pavement shall be postponed until such time that on-site construction  
21 activities are complete, as may be determined by the City Engineer. Paving of streets in  
22 one lift prior to completion of on-site construction will not be allowed unless prior  
23 authorization has been obtained from the City Engineer. Completion of asphalt concrete  
24 paving for streets prior to completion of on-site construction activities, if authorized by  
25 the City Engineer, will require additional paving requirements prior to acceptance of the  
26 street improvements, including, but not limited to: removal and replacement of damaged  
27 asphalt concrete pavement, overlay, slurry seal, or other repairs, as required by the City  
28 Engineer.
114. In accordance with City Ordinance No. 1589, adopted to preserve newly paved streets,  
all street and/or trench cuts in street newly paved or slurry will be subject to moratorium  
street repair standards as referenced in Section 11.04.145 of the Rialto Municipal Code.  
Contact the Public Works Department for a list of streets subject to the moratorium.
115. Any utility trenches or other excavations within existing asphalt concrete pavement of  
off-site streets required by the proposed development shall be backfilled and repaired in  
accordance with the City of Rialto Standard Drawings. The developer shall be  
responsible for removing, grinding, paving, and/or overlaying existing asphalt concrete  
pavement of off-site streets as required by and at the discretion of the City Engineer,  
including pavement repairs in addition to pavement repairs made by utility companies  
for utilities installed for the benefit of the proposed development (i.e., Rialto Water

District, Southern California Edison, Southern California Gas Company, Time Warner, Verizon, etc.). Multiple excavations, trenches, and other street cuts within existing asphalt concrete pavement of off-site streets required by the proposed development may require complete grinding and asphalt concrete overlay of the affected off-site streets, at the discretion of the City Engineer. The pavement condition of the existing off-site streets shall be returned to a condition equal to or better than what existed prior to the construction of the proposed development.

116. The applicant shall install a water supply system capable of providing the required fire flow for the proposed type of development as per requirements of the applicable California Fire Code current edition. On site, fire hydrants shall be installed by a C-16 licensed contractor as required prior to the construction phase of the development. Plans for the on-site water system shall be approved by the Fire Department prior to the issuance of building permits. Provide 12 gage locator wire non-insulated, taped above the fire service main for all underground fire lines.

117. The applicant shall install an engineered automatic sprinkler system in each residential structure. Plans for such a system shall be submitted for review and approval by the Fire Department prior to the issuance of any building permit (may be provided in a deferred submittal as determined by the Community Development Director.)

118. Prior to issuance of Building Permits, on-site water service shall be installed and approved by the responsible agency. On site, fire hydrants shall be approved by the Fire Department. No flammable materials will be allowed on the site until the fire hydrants are established and approved.

119. The applicant shall comply with all applicable requirements of the California Fire Code and Chapter 15.28 (Fire Code) of the Rialto Municipal Code.

120. At the discretion of the Rialto Police Department, the applicant shall illuminate all walkways, passageways, and locations where pedestrians are likely to travel with a minimum of 1.5-foot candles (at surface level) of light during the hours of darkness. Lighting shall be designed/constructed in such a manner as to automatically turn on at dusk and turn off at dawn.

121. The applicant shall design/construct all lighting fixtures and luminaries, including supports, poles, and brackets, in such a manner as to resist vandalism and/or destruction by hand.

122. The applicant shall provide an illuminated channel letter address prominently placed on the building to be visible to the front of the location, prior to the issuance of a Certificate of Occupancy.

123. At the discretion of the Rialto Police Department, the applicant shall install exterior security cameras at the location that cover the entire Site, prior to the issuance of a

Certificate of Occupancy. The security cameras shall be accessible to the Rialto Police Department via the FusionONE web application.

124. The applicant shall install Knox boxes immediately adjacent to all vehicle gates as well as the main entrance of the building and at least one (1) rear entrance on the building to facilitate the entry of safety personnel. The Knox boxes shall be installed in such a manner as to be alarmed, resist vandalism, removal, or destruction by hand, and be fully recessed into the building. The Knox boxes shall be equipped with the appropriate keys, for each required location, prior to the first day of business. The Knox-Box placement shall be shown on the formal building plan review submittal prior to the issuance of a building permit.

125. The applicant shall provide an audible alarm within the building, prior to the issuance of a Certificate of Occupancy. The building shall be alarmed in such a way as to emit a continuous audible notification until reset by responsible personnel (e.g. alarmed exit device/crash bar).

126. The applicant or General Contractor shall identify each contractor and subcontractor hired to work at the job site on a Contractor Sublist form and return it to the Business License Division with a Business License application and the Business License tax fee based on the Contractors tax rate for each contractor.

127. Prior to the issuance of a Certificate of Occupancy, the applicant shall pay a business license tax based on the applicable tax rate pertaining to the proposed use.

128. The applicant/developer shall comply with the mitigation measures identified in the CEQA Mitigation Monitoring and Reporting Program (MMRP) attached as Exhibit (?) as approved by the Planning Commission.

129. All Conditions of Approval and Mitigation Monitoring and Reporting Program (MMRP) contained herein shall be incorporated into all applicable final construction plans and a copy of these conditions shall be placed on a sheet in the final building and grading plans prior to issuance of any building or grading permits.

1 SECTION 6. The Chairman of the Planning Commission shall sign the passage and adoption of  
2 this resolution and thereupon the same shall take effect and be in force.

3 PASSED, APPROVED, AND ADOPTED this 22nd day of February 2023.  
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6 JOHN PEUKERT, VICE-CHAIR  
7 CITY OF RIALTO PLANNING COMMISSION  
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1 SECTION 6. The Chairman of the Planning Commission shall sign the passage and adoption of  
2 this resolution and thereupon the same shall take effect and be in force.

3 PASSED, APPROVED, AND ADOPTED this 22nd day of February 2023.  
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5   
6 JERRY GUTIERREZ, CHAIR  
7 CITY OF RIALTO PLANNING COMMISSION  
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1 STATE OF CALIFORNIA )  
2 COUNTY OF SAN BERNARDINO ) ss  
3 CITY OF RIALTO )  
4

5 I, Kimberly Dame, Administrative Analyst of the City of Rialto, do hereby certify that the  
6 foregoing Resolution No. **2023-15** was duly passed and adopted at a regular meeting of the Planning  
7 Commission of the City of Rialto held on the 22nd day of February, 2023.

8 Upon motion of Commissioner Dale Estvander, second by Vice-Chair John Peukert,  
9 foregoing Resolution No. **2023-15** was duly passed and adopted.

10  
11 Vote on the motion:

12 AYES: 5 (Gutierrez, Peukert, Estvander, Gilbert, Gonzalez)

13 NOES: 0

14 ABSTENTION: 0

15 ABSENT: 0  
16

17 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of  
18 Rialto this 22nd day of February, 2023.

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22 \_\_\_\_\_ Kimberly Dame  
23 Administrative Analyst  
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1        SECTION 1. The Planning Commission hereby specifically finds that all of the facts set forth  
2 in the recitals above of this Resolution are true and correct and incorporated herein.

3        SECTION 2. Based on substantial evidence presented to the Planning Commission during  
4 the public hearing conducted with regard to TTM No. 20356, including written staff reports, verbal  
5 testimony, project plans, other documents, and the conditions of approval stated herein, the Planning  
6 Commission hereby determines that TTM No. 20356 satisfies the requirements of Government Code  
7 Sections 66473.5 and 66474 and Section 17.16.070 of the Rialto Municipal Code pertaining to the  
8 findings which must be made precedent to granting a tentative map. The findings are as follows:

- 9            1.        That the proposed tentative tract map is consistent with the General Plan of the City  
10                      of Rialto, the Foothill Boulevard Specific Plan, and the Residential-High Density (R-  
11                      HD) zone; and

12            *This finding is supported by the following facts:*

13            The Site has a General Plan designation of a Specific Plan with a Specific Plan Overlay. The  
14            Foothill Boulevard Specific Plan land use designation for the Site is Residential-High Density  
15            (R-HD). The R-HD Zone permits subdivisions with a density maximum of thirty (30)  
16            dwelling units per acre. The Project has a proposed density of 15.9 dwelling units per acre,  
17            which is consistent with the R-HD Zone standard. Additionally, all seventy (70)  
18            condominium lots comply with the lot criteria established in the R-HD Zone.

- 19            2.        That the design and improvements of the proposed tentative tract map are consistent  
20                      with the Subdivision Ordinance, the General Plan of the City of Rialto, and the  
21                      Residential-High Density (R-HD) Zone of the Foothill Boulevard Specific Plan; and

22            *This finding is supported by the following facts:*

23            The Project will comply with all technical standards required by the Subdivision Map Act,  
24            the General Plan of the City of Rialto, and the R-HD Zone of the Foothill Boulevard Specific  
25            Plan. All street improvements shown on the proposed tentative map have been designed to  
26            the standards established within the Foothill Boulevard Specific Plan.

27            Access to the subdivision will be provided via one (1) entry point from a Modified Major  
28            Arterial I, Foothill Boulevard, and two (2) emergency access points. The subdivision will  
29            also include a network of local streets and private alleys for internal circulation.

- 30            3.        That the site is physically suitable for the type of proposed development; and

31            *This finding is supported by the following facts:*

1 The Site is a rectangle-shaped piece of vacant land located along the south side of Foothill  
2 Boulevard. As such, the development of the land easily conforms to the standards of the  
3 Foothill Boulevard Specific Plan and the City's General Plan. The applicant will be required  
4 to submit a geotechnical/soils report, Grading Plan, and Street Improvement Plan, to the  
Public Works Department for review and approval prior to the issuance of any building  
permits.

5 4. That the site is physically suitable for the proposed density of the development; and

6 *This finding is supported by the following facts:*

7 The Site is approximately 4.53 gross acres in size, and the Residential-High Density (R-HD  
8 Zone designation of the Site allows for a maximum density of 30 dwelling units per acre. The  
9 acreage of the Site is suitable to accommodate the proposed density of 15.9 dwelling units per  
acre.

10 5. That the design of the land division is not likely to cause substantial environmental  
11 damage or substantially injure fish, wildlife, or their habitat; and

12 *This finding is supported by the following facts:*

13 Matthew Fagan Consulting Services, Inc. prepared an Initial Study (Environmental  
14 Assessment Review No. 2022-0017) for the proposed project in accordance with the  
15 requirements of the California Environmental Quality Act (CEQA). Based on the findings  
16 and recommended mitigation within the Initial Study, staff determined that the project will  
17 not have an adverse impact on the environment, and a Mitigated Negative Declaration was  
18 prepared. Although the Initial Study indicates that the project could present a significant effect  
19 with respect to Air Quality, Biological Resources, Cultural Resources, Geology and Soils,  
Greenhouse Gas Emissions, Noise, and Transportation/Traffic, any potential impacts will be  
mitigated to a level of insignificance through the implementation of the mitigation measures  
included within the Mitigation Monitoring and Reporting Program.

20 6. That the design of the land division is not likely to cause serious public health  
21 problems; and

22 *This finding is supported by the following facts:*

23 To the north of the project, site are several single-family residences and townhomes, to the  
24 east of the site is a shopping center, to the south are Single-Family Residences, and to the  
25 west is a San Bernardino County Facility. Construction is being proposed at this time and  
26 the R-HD Zone and the land division allows for detached condominium dwelling units that  
27 are consistent with the nearby land uses. Townhomes have little to no impact on the  
28 environment and on surrounding properties. The Project is not likely to cause any public  
health problems.

- 1           7.       That the design of the land division or proposed improvements will not conflict with  
2 easements, acquired by the public at large, for access through or use of, property  
3 within the proposed land division.

4           *This finding is supported by the following facts:*

5           Any existing easements on the property related to utilities and access will be preserved and/or  
6 modified through the plan check process of the design drawings. New easements are proposed  
7 adjacent to the local street system to adequately provide utility services through the property.

8           SECTION 3. Based on the findings within the Initial Study, staff determined that the project  
9 will not have an adverse impact on the environment, and a Mitigated Negative Declaration was  
10 prepared. The local newspaper published a copy of the Notice of Intent to adopt the Mitigated  
11 Negative Declaration for the project, and the City mailed the notice to all property owners within 660  
12 feet of the project site for a public comment period held from August 8, 2022, to September 7, 2022.  
13 The Planning Commission hereby adopts the Mitigated Negative Declaration and directs the Planning  
14 Division to file the necessary documentation with the Clerk of the Board of Supervisors for San  
Bernardino County.

15           SECTION 4. The Planning Commission hereby approves TTM No. 20356, in accordance  
16 with the plan and application on file with the Planning Division, subject to the following conditions:

- 17           1. TTM No. 20356 is approved allowing the subdivision of approximately 4.53 gross acres  
18 of land (APNs 0128-071-02, -03, AND 09) located at the corner of Foothill Boulevard  
19 and Larch Avenue within the Residential-High Density (R-HD) zone of the Foothill  
20 Boulevard Specific Plan, and described in the legal description attached as Exhibit A  
21 ("Site") into seventy (70) residential condominium lots and three (3) lettered lots for  
22 access and open space, as shown on the tentative tract map attached as Exhibit B, and as  
approved by the Planning Commission. If the Conditions of Approval specified herein  
are not satisfied or otherwise completed, the Project shall be subject to revocation.
- 23           2. City inspectors shall have access to the Site to reasonably inspect during normal  
24 working hours to assure compliance with these conditions and other codes.
- 25           3. The applicant shall indemnify, protect, defend, and hold harmless, the City of Rialto,  
26 and/or any of its officials, officers, employees, agents, departments, agencies, and  
27 instrumentalities thereof (collectively, the "City Parties"), from any and all claims,  
28 demands, law suits, writs of mandamus, and other actions and proceedings (whether  
legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative  
dispute resolutions procedures (including, but not limited to arbitrations, mediations,  
and other such procedures), (collectively "Actions"), brought against the City, and/or

1 any of its officials, officers, employees, agents, departments, agencies, and  
2 instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or  
3 annul, any action of, or any permit or approval issued by, the City and/or any of its  
4 officials, officers, employees, agents, departments, agencies, and instrumentalities  
5 thereof (including actions approved by the voters of the City), for or concerning the  
6 Project (collectively, the "Entitlements"), whether such Actions are brought under the  
7 California Environmental Quality Act, the Planning and Zoning Law, the Subdivision  
8 Map Act, Code of Civil Procedure Chapter 1085 or 1094.5, the California Public  
9 Records Act, or any other state, federal, or local statute, law, ordinance, rule, regulation,  
10 or any decision of a court of competent jurisdiction. This condition to indemnify,  
11 protect, defend, and hold the City harmless shall include, but not be limited to (i)  
12 damages, fees, and/or costs awarded against the City, if any, and (ii) cost of suit,  
13 attorneys' fees and other costs, liabilities, and expenses incurred in connection with  
14 such proceeding whether incurred by the applicant, Property owner, or the City and/or  
15 other parties initiating or bringing such proceeding (collectively, subparts (i) and (ii)  
16 are the "Damages"). Notwithstanding anything to the contrary contained herein, the  
17 Applicant shall not be liable to the City Parties under this indemnity to the extent the  
18 Damages incurred by any of the City Parties in such Action(s) are a result of the City  
19 Parties' fraud, intentional misconduct or gross negligence in connection with issuing  
20 the Entitlements. The applicant shall execute an agreement to indemnify, protect,  
21 defend, and hold the City harmless as stated herein within five (5) days of approval of  
22 TTM2022-0001 (TTM No. 20356).

- 23 4. In accordance with the provisions of Government Code Section 66020(d)(1), the  
24 imposition of fees, dedications, reservations, or exactions for this Project, if any, are  
25 subject to protest by the applicant at the time of approval or conditional approval of the  
26 Project or within 90 days after the date of the imposition of the fees, dedications,  
27 reservations, or exactions imposed on the Project.
- 28 5. The applicant shall complete and abide by all mitigation measures contained within the  
Mitigation Monitoring and Reporting Program associated with Environmental  
Assessment Review No. 2022-0017 prior to issuance of any Certificate of Occupancy.
6. The applicant shall comply with all conditions of approval contained in Tentative Tract  
Map No. 2022-0001, also referred to as Tentative Tract Map No. 20356, to the extent that  
they are not in conflict with any condition of approval herein.
7. The applicant shall submit Covenants, Conditions, and Restrictions (CC&R's) for a Home  
Owners Association (H.O.A.) to the Planning Division for review and approval by the  
City Attorney prior to the recordation of the Final Map.
8. The applicant shall submit, to the Engineering Division, Tentative Tract Map 20356  
("TTM 20356") identifying local street layouts and individual residential lots in  
accordance with the Foothill Boulevard Specific Plan. TTM 20356 must show proposed  
stop signs.

- 1 9. Main arterial, Foothill Blvd., must be fully constructed to the ultimate right-of-way along  
2 from the southeasterly boundary to the northwesterly boundary of proposed TTM 20356,  
3 including wet and dry utilities, prior to the sale of any lettered or numbered lot and provide  
4 adequate fire access onto Country Club Drive in accordance with the City of Rialto  
5 Standard Drawings.
- 6 10. The applicant shall submit Faithfull Performance, Labor & Materials, Maintenance,  
7 Warranty, and Monumentation Bonds and a Subdivision Improvement Agreement for  
8 proposed public full infrastructure improvements.
- 9 11. In accordance with Section 66499-66499.10 of the Subdivision Map Act, Tentative Tract  
10 Map 20356 shall not be approved by the City Council or recorded until adequate  
11 bonding/improvement securities are provided to the Public Works Department and are  
12 reviewed and approved by the City Engineer.
- 13 12. All bonding estimates within the Foothill Boulevard Specific Plan and its supplemental  
14 reports shall be adjusted for inflation based on the rise of the CPI or ENR index, whichever  
15 is greater than the year in which the improvements are contemplated and be paid to the  
16 City of Rialto prior to recordation of interior TTM 20356 and master Tentative Tract Map  
17 ("TTM 20356").
- 18 13. All "projects" within the Foothill Boulevard Specific Plan shall be fully functional with  
19 all utilities, roadways, and public improvements as well as two means of ingress and  
20 egress prior to the sale of any lettered or numbered lots and occupancy.
- 21 14. Unless a Home Owner's Association ("HOA") is formed, all public landscaped areas and  
22 drainage basins shall annex into the City's Landscape and Lighting Maintenance District  
23 No. 2 ("LLMD2") via a City Council Public Hearing prior to the sale of any lots within  
24 the subdivision and prior to recordation of TTM 20356.
- 25 15. The applicant shall submit off-site landscaping and irrigation system improvement plans  
26 for review and approval at the time of the first (1<sup>st</sup>) public improvement plan submittal to  
27 the Public Works Department. Unless a Home Owner's Association ("HOA") is formed,  
28 the off-site landscape and irrigation plans must show separate electrical and water meters  
to be annexed into the Landscape and Lighting Maintenance District No. 2 via a City  
Council Public Hearing. The public right-of-way landscape and irrigation plans shall be  
approved concurrently with the street improvement plans and prior to the issuance of a  
building permit. The landscaping architect must contact the City of Rialto Landscape  
Contract Specialist at (909) 772-2635 to ensure all landscape and irrigation guidelines are  
met prior to plan approval. Electrical and water irrigation meter pedestals must not be  
designed to be installed at or near street intersections or within a raised median to avoid  
burdensome traffic control set-up during ongoing maintenance.
16. Unless a Home Owner's Association ("HOA") is formed, all parkway landscaping shall  
be guaranteed for a period of one year from the date of the City Engineer's acceptance.  
Any landscaping that fails during the one-year landscape maintenance period shall be

1 replaced with similar plant material to the satisfaction of the City Engineer and shall be  
2 subject to a subsequent one-year landscape maintenance period. The applicant must  
3 contact the City of Rialto Landscape Contract Specialist at (909) 772-2635 to confirm a  
4 full twelve (12) months' time of non-interrupted ongoing maintenance.

5 17. All proposed trees within the public right-of-way and within 10 feet of the public sidewalk  
6 and/or curb shall have City approved deep root barriers installed in accordance with the  
7 Public Works Landscape and Irrigation Guidelines.

8 18. Common areas, bikeways, and walkways shall be interconnected among subdivisions.

9 19. The applicant shall clearly indicate the location of stop signs.

10 20. Unless otherwise noted, all requirements shall be completed to the satisfaction of the City  
11 Engineer prior to the issuance of a Certificate of Occupancy.

12 21. The Precise Grading/Paving Plan shall be City Engineer approved prior to the issuance of  
13 a building permit.

14 22. The applicant is responsible for requesting from the Planning Division any addresses  
15 needed for any building(s) and/or any electrical/water single/dual irrigation meter  
16 pedestal(s).

17 23. All street cuts for utilities shall be repaired in accordance with City Standard SC-231  
18 within 72 hours of completion of the utility work, and any interim trench repairs shall  
19 consist of compacted backfill to the bottom of the pavement structural section followed  
20 by placement of standard base course material in accordance with the Standard  
21 Specifications for Public Work Construction ("Greenbook"). The base course material  
22 shall be placed at the full height of the structural section to be flush with the existing  
23 pavement surface and provide a smooth pavement surface until permanent cap paving  
24 occurs using an acceptable surface course material.

25 24. In accordance with City Ordinance No. 1589, adopted to preserve newly paved streets,  
26 any and all street and/or trench cuts in newly paved streets will be subject to moratorium  
27 street repair standards as referenced in Section 11.04.145 of the Rialto Municipal Code.

28 25. All damaged, destroyed, or modified pavement legends, traffic control devices, signing,  
striping, and street lights, associated with the proposed development shall be replaced  
prior to issuance of a Certificate of Occupancy.

26 26. Construction signing, lighting, and barricading shall be provided during all phases of  
27 construction in accordance with City Standards and the direction of the City Engineer. As  
28 a minimum, all construction signing, lighting, and barricading shall be in accordance with  
Part 6 "Temporary Traffic Control" of the 2014 California Manual on Uniform Traffic  
Control Devices, or subsequent editions in force at the time of construction.

- 1 27. The applicant shall comply with Rialto Municipal Code Section 17.20.
- 2 28. The applicant shall apply for the annexation of the underlying property into the City of  
3 Rialto Landscape and Lighting Maintenance District No. 2 ("LLMD 2") prior to the sale  
4 of any letter lots and prior to the recordation of the Tentative Tract Map. An application  
5 fee of \$5,000 shall be paid at the time of application. Annexation into LLMD 2 is a  
6 condition of acceptance of any new public street lighting improvements, to be maintained  
7 by the City of Rialto. Due to the required City Council Public Hearing action, the  
annexation process takes months and as such, the developer is advised to apply for Special  
District annexation early in the process to avoid any delays at the Certificate of  
Occupancy.
- 8 29. All new streetlights shall be installed on an independently metered, City-owned  
9 underground electrical system. The applicant shall be responsible for applying with  
10 Southern California Edison ("SCE") for all appropriate service points and electrical  
11 meters. New meter pedestals shall be installed, and electrical service paid by the  
applicant, until such time as the underlying property is annexed into LLMD 2.
- 12 30. Any improvements within the public right-of-way require a City of Rialto Encroachment  
Permit.
- 13 31. The applicant shall submit street improvement plans prepared by a registered California  
14 civil engineer to the Engineering Division for review. Unless otherwise approved, the  
15 street improvement plans shall be approved concurrently with any street light, landscape  
16 and irrigation, and traffic signal plans. The plans shall be City Engineer approved prior to  
17 issuance of any building permits. The plans shall be approved by the City Engineer prior  
to the approval of Tract Map 20356.
- 18 32. The applicant shall submit California registered civil engineer or traffic engineer prepared  
19 traffic striping and signage plans for review and approval. All required traffic  
20 thermoplastic striping and signage improvements shall be completed concurrently with  
street improvements to the satisfaction of the City Engineer and prior to the issuance of a  
building permit.
- 21 33. The applicant shall construct asphalt concrete paving for streets in two separate lifts. The  
22 final lift of asphalt concrete pavement shall be postponed until such time that on-site  
23 construction activities are complete, as may be determined by the City Engineer. Paving  
24 of streets in one lift prior to completion of on-site construction will not be allowed, unless  
25 prior authorization has been obtained from the City Engineer. Completion of asphalt  
26 concrete paving for streets prior to completion of on-site construction activities, if  
27 authorized by the City Engineer, will require additional paving requirements prior to  
acceptance of the street improvements, including, but not limited to: removal and  
28 replacement of damaged asphalt concrete pavement, overlay, slurry seal, or other repairs,  
as required by the City Engineer.

- 1 34. The public street improvements outlined in these conditions of approval are intended to  
2 convey to the applicant an accurate scope of required improvements, however, the City  
3 Engineer reserves the right to require reasonable additional improvements as may be  
4 determined in the course of the review and approval of street improvement plans required  
5 by these conditions.
- 6 35. The applicant shall construct a 6-inch curb and gutter, located at 18 feet east and north of  
7 the centerline along both sides of all new public streets, with a 50 feet radius curb return  
8 and spandrel at the corners of all new public streets, in accordance with City of Rialto  
9 Standard Drawings.
- 10 36. The applicant shall construct residential driveway approaches in accordance with the City  
11 of Rialto Standard Drawings.
- 12 37. The applicant shall construct a curb ramp meeting current California State Accessibility  
13 standards along both sides of the residential driveway approach. The developer shall  
14 ensure that an appropriate path of travel, meeting ADA guidelines, is provided across the  
15 driveway, and shall adjust the location of the access ramps, if necessary, to meet ADA  
16 guidelines, subject to the approval of the City Engineer. If necessary, additional  
17 pedestrian and sidewalk easements shall be provided on-site to construct a path of travel  
18 meeting ADA guidelines.
- 19 38. The applicant shall construct a 5 feet wide Americans with Disabilities Act (ADA)  
20 compliant sidewalk located adjacent to the curb along all new public streets in accordance  
21 with the City of Rialto Standard Drawings.
- 22 39. The applicant shall construct a curb ramp meeting current California State Accessibility  
23 standards at the corners of all new public streets, in accordance with the City of Rialto  
24 Standard Drawings.
- 25 40. The applicant shall construct a new underground electrical system for public street  
26 lighting improvements. New marbelite street light poles with LED light fixtures shall be  
27 installed in accordance with the City of Rialto Standard Drawings, or as approved by the  
28 City Engineer.
41. The applicant shall construct new pavement with a minimum pavement section of 4 inches  
of asphalt concrete pavement over 6 inches crushed aggregate base with a minimum  
subgrade of 24 inches at 95% relative compaction, or equal, along the entire frontage in  
accordance with City of Rialto Standard Drawings. The pavement section shall be  
determined using a Traffic Index ("TI") approved by the City Engineer. The pavement  
section shall be designed by a California registered Geotechnical Engineer using "R"  
values from the project site and submitted to the City Engineer for approval. Pavement  
shall extend from the clean sawcut edge of the pavement at the centerline.

- 1 42. The applicant shall submit sewer improvement plans prepared by a California registered  
2 civil engineer to the Engineering Division. The plans shall be approved by the City  
3 Engineer prior to the approval of Tract Map No. 20356.
- 4 43. The applicant shall construct an 8-inch V.C.P. sewer main within all new public streets as  
5 necessary to provide sewer service to all proposed lots, as required by the City Engineer.  
6 The sewer line shall slope southeasterly to a point of connection on the main local  
7 proposed street and onto Foothill Blvd. with a new standard manhole connection, in  
8 accordance with City of Rialto Standard Drawings. The proposed curved alignment to  
9 connect to an existing sewer manhole is not approved.
- 10 44. The applicant shall construct a 4-inch V.C.P. sewer lateral to each lot, in accordance with  
11 the City of Rialto Standard Drawings.
- 12 45. All sewer mains constructed by the applicant and to become part of the public sewer  
13 system shall be pressure tested and digitally video recorded by the applicant, subject to  
14 the City's wastewater system operator (Veolia) review and approval, prior to acceptance  
15 of the sewer system for maintenance by the City. The applicant shall be responsible for  
16 all costs associated with testing and inspection services. Any defects of the sewer main  
17 shall be removed, replaced, or repaired to the satisfaction of the City Engineer prior to  
18 acceptance.
- 19 46. Domestic water service to the underlying property is provided by Rialto Water District.  
20 Contact West Valley Water District at (909) 875-1804 to coordinate domestic water  
21 service requirements.
- 22 47. A new domestic water line shall be installed at each proposed Lettered Street, pursuant to  
23 Rialto Water District requirements. A water line plan shall be approved by Rialto Water  
24 District prior to the approval of Tract Map 20356.
- 25 48. The applicant shall submit a Grading Plan prepared by a California registered civil  
26 engineer to the Engineering Division for review and approval. The Grading Plan shall be  
27 approved by the City Engineer prior to the approval of Tract Map 20356.
- 28 49. Development of the site is subject to the requirements of the National Pollution Discharge  
Elimination System (NPDES) Permit for the City of Rialto, under the Santa Ana Regional  
Water Quality Control Board, Board Order No. R8-2010-0036. Pursuant to the NPDES  
Permit, the applicant shall ensure the development of the site incorporates post-  
construction Best Management Practices ("BMPs") in accordance with the Model Water  
Quality Management Plan ("WQMP") approved for use for the Santa Ana River  
Watershed. The applicant is advised that applicable Site Design BMPs will be required to  
be incorporated into the final site design, pursuant to a site specific WQMP submitted to  
the City Engineer for review and approval.
50. The applicant shall submit a Water Quality Management Plan identifying site specific  
Best Management Practices ("BMPs") in accordance with the Model Water Quality

1 Management Plan ("WQMP") approved for use for the Santa Ana River Watershed. The  
2 site specific WQMP shall be submitted to the City Engineer for review and approval with  
3 the Grading Plan. A WQMP Maintenance Agreement shall be required, obligating the  
4 property owner(s) to appropriate operation and maintenance obligations of on-site BMPs  
constructed pursuant to the approved WQMP. The WQMP and Maintenance Agreement  
shall be approved prior to the approval of Tract Map 20356.

- 5 51. A Notice of Intent (NOI) to comply with the California General Construction Stormwater  
6 Permit (Water Quality Order 2009-0009-DWQ as modified September 2, 2009) is  
7 required via the California Regional Water Quality Control Board online SMARTS  
8 system. A copy of the executed letter issuing a Waste Discharge Identification (WDID)  
9 number shall be provided to the City Engineer prior to the issuance of a grading or  
10 building permit. The applicant's contractor shall prepare and maintain a Storm Water  
11 Pollution Prevention Plan ("SWPPP") as required by the General Construction Permit.  
All appropriate measures to prevent erosion and water pollution during construction shall  
be implemented as required by the SWPPP. A hardcopy and electronic copy of the  
SWPPP must be submitted to Public Works for record purposes and kept at the site at all  
times.
- 12 52. A Geotechnical/Soils Report prepared by a California registered Geotechnical Engineer  
13 shall be required for and incorporated as an integral part of the grading plan for the  
14 proposed development. A copy of the Geotechnical/Soils Report shall be submitted to  
the Engineering Division with the first submittal of the Precise Grading Plan.
- 15 53. The applicant shall provide pad elevation certifications for all building pads in  
16 conformance with the approved Grading Plan.
- 17 54. Prior to issuance of a certificate of occupancy or final City approvals, the applicant shall  
18 demonstrate that all structural BMP's have been constructed and installed in conformance  
19 with approved plans and specifications, and as identified in the approved WQMP.
- 20 55. Temporary dust control perimeter fencing shall be installed; fencing shall have screening  
21 that is tan in color. Temporary dust control perimeter fencing shall be installed after  
22 issuance of the Grading Permit, and immediately prior to the commencement of grading  
23 operations.
- 24 56. Temporary dust control perimeter fence screening shall be appropriately maintained, as  
25 required by the City Engineer. Cuts (vents) made into the perimeter fence screening shall  
26 not be allowed. Perimeter fencing shall be adequately anchored into the ground to resist  
27 wind loading.
- 28 57. Prior to commencing with any grading, the required erosion and dust control measures  
shall be in place. In addition, the following shall be included if not already identified:

1 a. Perimeter screened fencing b. Contractor information signage including contact  
2 information along [Street Name] and [Street Name] c. Post dust control signage with the  
3 following verbiage: i. Project Name, WDID No., IF YOU SEE DUST COMING FROM  
4 THIS PROJECT CALL: NAME (XXX) XXX-XXX, If you do not receive a response,  
5 Please call the AQMD at 1-800-CUT-SMOG

6 58. The applicant shall provide contractor information signage including contact information  
7 along the street frontage.

8 59. Post dust control signage with the following verbiage: "Project Name, WDID No., IF  
9 YOU SEE DUST COMING FROM THIS PROJECT CALL: NAME (XXX) XXX-  
10 XXX, If you do not receive a response, please call the AQMD at 1-800-CUT-SMOG/1-  
11 800-228-7664"

12 60. Within 10 days of ceasing all construction activity and when construction activities are  
13 not scheduled to occur for at least 30 days, the disturbed areas on-site shall be permanently  
14 stabilized, as required by the City Engineer. Following the stabilization of all disturbed  
15 areas, perimeter fencing shall be removed, as required by the City Engineer.

16 61. All stormwater runoff passing through the site shall be accepted and conveyed across the  
17 property in a manner acceptable to the City Engineer. For all stormwater runoff falling  
18 on the site, on-site retention or other facilities approved by the City Engineer shall be  
19 required to contain the increased stormwater runoff generated by the development of the  
20 property. Provide a hydrology study to determine the volume of increased stormwater  
21 runoff due to the development of the site, and to determine the required stormwater runoff  
22 mitigation measures for the proposed development. Final retention basin sizing and other  
23 stormwater runoff mitigation measures shall be determined upon review and approval of  
24 the hydrology study by the City Engineer and may require redesign or changes to site  
25 configuration or layout consistent with the findings of the final hydrology study. The  
26 volume of increased stormwater runoff to retain on-site shall be determined by comparing  
27 the existing "pre-developed" condition and proposed "developed" condition, using the  
28 100-year frequency storm.

62. The applicant shall provide a retention basin to contain the incremental increase in  
stormwater runoff conveyed across the proposed Tentative Tract Map 20356. The  
retention basin sizing and volume shall be determined in accordance with the hydrology  
study reviewed and approved by the City Engineer. The retention basin shall be  
landscaped with drought-tolerant landscaping (xeriscaping), and furnished with a drip  
irrigation system, as required by the City Engineer. Submit landscaping and irrigation  
plans to the City Engineer for review and approval. The retention basin must be  
maintained by the HOA created under TTM 20356. Prior to the recordation of TTM  
20356, proof that the formed HOA is maintaining the retention basins shall be submitted  
to Public Works.

63. If required by the WQMP, drainage swales shall be provided adjacent to all curbs and  
sidewalks to prevent nuisance water from entering the adjacent public streets.

- 1 64. Any utility trenches or other excavations within existing asphalt concrete pavement of off-  
2 site streets required by the proposed development shall be backfilled and repaired in  
3 accordance with City of Rialto Standard Drawings. The applicant shall be responsible for  
4 removing, grinding, paving, and/or overlaying existing asphalt concrete pavement of off-  
5 site streets as required by and at the discretion of the City Engineer, including additional  
6 pavement repairs to pavement repairs made by utility companies for utilities installed for  
7 the benefit of the proposed development (i.e. West Valley Water District, Southern  
8 California Edison, Southern California Gas Company, Time Warner, Verizon, etc.).  
9 Multiple excavations, trenches, and other street cuts within existing asphalt concrete  
10 pavement of off-site streets required by the proposed development may require complete  
11 grinding and asphalt concrete overlay of the affected off-site streets, at the discretion of  
12 the City Engineer. The pavement condition of the existing off-site streets shall be returned  
13 to a condition equal to or better than what existed prior to the construction of the proposed  
14 development.
- 15 65. In accordance with Chapter 15.32 of the City of Rialto Municipal Code, all existing  
16 electrical distribution lines of sixteen thousand volts or less and overhead service drop  
17 conductors, and all telephone, television cable service, and similar service wires or lines,  
18 which are on-site, abutting, and/or transacting, shall be installed underground. The  
19 existing overhead utilities extending along the west side of Linden Avenue and extending  
20 within the property meet the requirement to be installed underground. Utility  
21 undergrounding shall extend to the nearest off-site power pole; no new power poles shall  
22 be installed unless otherwise approved by the City Engineer. A letter from the owners of  
23 the affected utilities shall be submitted to the City Engineer prior to the approval of the  
24 Grading Plan, informing the City that they have been notified of the City's utility  
25 undergrounding requirement and their intent to commence the design of utility  
26 undergrounding plans. When available, the utility undergrounding plan shall be submitted  
27 to the City Engineer identifying all above-ground facilities in the area of the project to be  
28 undergrounded. Undergrounding of existing overhead utility lines shall be completed  
prior to the approval of Tract Map 20356.
66. In accordance with Section 8.08 – Refuse Collection of the City of Rialto Municipal Code,  
any and all refuse (including recycling) generation and disposal due to construction  
activities must adhere to City Council-approved franchise agreements. Only City Council  
approves waste and refuse franchisee vendors can be used to dispose of generated waste.
67. Upon approval of any improvement plan by the City Engineer, the improvement plan shall  
be provided to the City in digital format, consisting of a DWG (AutoCAD drawing file),  
DXF (AutoCAD ASCII drawing exchange file), and PDF (Adobe Acrobat) formats.  
Variations of the type and format of the digital data to be submitted to the City may be  
authorized, upon prior approval by the City Engineer.
68. The original improvement plans prepared for the proposed development and approved by  
the City Engineer (if required) shall be documented with record drawing "as-built"  
information and returned to the Engineering Division prior to issuance of a final certificate

1 of occupancy. Any modifications or changes to approved improvement plans shall be  
2 submitted to the City Engineer for approval prior to construction.

3 69. Nothing shall be constructed or planted in the corner cut-off area of any (intersection or)  
4 driveway which does or will exceed 30 inches in height required to maintain an  
appropriate sight distance, as required by the City Engineer.

5 70. The applicant shall remove all graffiti within 24 hours pre-construction, during  
6 construction, and after a Certificate of Occupancy is issued.

7 71. A Final map (Tract Map 20356) shall be prepared by a California registered Land  
8 Surveyor or qualified Civil Engineer and submitted to the Engineering Division for review  
9 and approval. A Title Report prepared for subdivision guarantee for the subject property,  
10 the traverse closures for the existing parcel and all lots created therefrom, and copies of  
11 record documents shall be submitted with Final Tract Map 20356 to the Engineering  
Division as part of the review of the Map. Final Tract Map 20356 shall be approved by  
the City Council prior to the issuance of any building permits.

12 72. A landscape and drainage easement shall be reserved across the proposed retention basins  
13 to the HOA to provide adequate maintenance prior to the recordation of Final Tract Map  
20356.

14 73. In accordance with Government Code 66462, all required public improvements shall be  
15 completed prior to the approval of a final map (Tract Map 20356). Alternatively, the  
16 applicant may enter into a Subdivision Improvement Agreement to secure the cost of all  
17 required public improvements at the time of requesting the City Engineer's approval of  
18 Tract Map No. 20356. If a Subdivision Improvement Agreement is requested by the  
19 applicant, a fee of \$2,000 shall be paid for the preparation and processing of the  
20 Subdivision Improvement Agreement. The applicant will be required to secure the  
Subdivision Improvement Agreement pursuant to Government Code 66499 in amounts  
determined by the City Engineer and the aforementioned Faithful Performance, Labor &  
Materials, Maintenance, Warranty, and Monumentation Bonds required.

21 74. A minimum of 48 inches of clearance for disabled access shall be provided on all public  
22 sidewalks.

23 75. The applicant shall install a stop sign, stop bar, and "STOP" legend at any proposed public  
24 street intersection, in accordance with the City of Rialto Standard Drawings, and in  
conformance with the latest version of the California Manual on Uniform Traffic Control  
Devices, or subsequent editions in force at the time of construction.

25 76. Construction signing, lighting, and barricading shall be provided during all phases of  
26 construction as required by City Standards or as directed by the City Engineer. As a  
27 minimum, all construction signing, lighting, and barricading shall be in accordance with  
28 Part 6 "Temporary Traffic Control" of the latest version of the California Manual on

Uniform Traffic Control Devices, or subsequent editions in force at the time of construction.

77. The applicant shall provide construction signage, lighting, and barricading during all phases of construction as required by City Standards or as directed by the City Engineer. As a minimum, all construction signing, lighting, and barricading shall be in accordance with Part 6 "Temporary Traffic Control" of the 2014 California Manual on Uniform Traffic Control Devices, or subsequent editions in force at the time of construction.

78. The use of dust and erosion control measures to prevent excessive adverse impacts on adjoining properties during construction will be required by the Engineering Division of the Public Works Department.

79. The applicant shall remove any graffiti within 24 hours, before, during, and post-construction.

80. The applicant shall comply with all other applicable State and local ordinances.

81. Pursuant to Section 17.16.050A of the Rialto Municipal Code, approval of TTM No. 20356 is granted for a period of twenty-four (24) months from the effective date of this resolution. Pursuant to Section 17.16.050C of the Rialto Municipal Code, an extension of time for TTM No. 20356 may be granted by the Planning Commission for a period or periods not to exceed a total of thirty-six (36) months. The period or periods of extension shall be in addition to the original twenty-four (24) months. An application shall be filed with the Planning Division for each extension together with the required fee prior to the expiration date of TTM No. 20356.

SECTION 5. The Chairman of the Planning Commission shall sign the passage and adoption of this resolution and thereupon the same shall take effect and be in force.

PASSED, APPROVED, AND ADOPTED this 22nd day of February 2023.

  
JERRY GUTIERREZ, CHAIR  
CITY OF RIALTO PLANNING COMMISSION

1 STATE OF CALIFORNIA )  
2 COUNTY OF SAN BERNARDINO ) ss  
3 CITY OF RIALTO )  
4

5 I, Kimberly Dame, Administrative Analyst of the City of Rialto, do hereby certify that the  
6 foregoing Resolution No. **2023-16** was duly passed and adopted at a regular meeting of the Planning  
7 Commission of the City of Rialto held on the 22nd day of February, 2023.

8 Upon motion of Commissioner Dale Estvander, second by Vice-Chair John Peukert,  
9 foregoing Resolution No. **2023-16** was duly passed and adopted.

10  
11 Vote on the motion:

12 AYES: 5 (Gutierrez, Peukert, Estvander, Gilbert, Gonzalez)

13 NOES: 0

14 ABSTENTION: 0

15 ABSENT: 0  
16

17 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of  
18 Rialto this 22nd day of February, 2023.

19  
20  
21 

22 Kimberly Dame  
23 Administrative Analyst  
24  
25  
26  
27  
28

## EXHIBIT "C"

### TRACT NO.

(Subdivision/Unit No.)

Rialto Foothill investment  
(Subdivider)

### ENVIRONMENTAL WARRANTY

As a condition precedent to acceptance of the dedications and public improvements to be conveyed by the above-named Subdivider to the City of Rialto for the above-referenced Subdivision, Subdivider hereby warrants to the City of Rialto that:

1. Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

2. Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated has used, generated, manufactured, produced, or released, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this warranty, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

3. Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

4. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any Hazardous Substance on the property to be dedicated.

5. All persons executing this warranty hereby represent and warrant to the City of Rialto, and Subdivider hereby represents and warrants, that the signators hereto have the legal power, right and authority to execute this warranty on behalf of the Subdivider and that the signators hereto have sufficient knowledge or expertise, either personally, through reasonable inspection and investigation of the property, or through reasonable reliance upon the investigation and professional opinion of Subdivider's environmental experts, to make the representations herein, and that no consent of any other party is required to execute this warranty and make the representations herein on behalf of the Subdivider to the City of Rialto.

Each of the undersigned persons declares under penalty of perjury that the foregoing is true and correct.

Dated: 11/12/25

**SUBDIVIDER\***

By: 

\*Proof of authorization for Subdivider's signatures is required to be submitted concurrently with this environmental warranty.