



SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF RIALTO

and

IV5 Locust Gateway Logistics Center, LLC

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

AND

IV5 Locust Gateway Logistics Center, LLC

Agreement Date: _____

Subdivider Name: IV5 Locust Gateway Logistics Center, LLC _____ (hereinafter "Subdivider")

Subdivision Name: Locust Gateway Logistics Center _____ (hereinafter "Subdivision")

Tract No.: _____ (**No. of Lots:** _____)

Tentative: Parcel _____ **Map No.:** 20809 _____ (hereinafter "Approved Tentative Map")

(Approval Date: 01/27/2026 _____)

Improvement Plans Approved On: _____ (hereinafter "Plans")

Estimated Total Cost of Improvements: \$ 1,210,890.24 _____

(Including _____)

Estimated Total Cost of Monumentation: \$ 4000 _____ (Based upon the Plans, including Individual lots, subdivision boundary and public improvements)

Security:

Bond Nos.: ES00024976, ES00024977 _____

Surety: _____

-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:

<p>CITY: City Engineer City of Rialto 150 S. Palm Avenue Rialto, CA 92376 Phone: (909) 820-2602</p>	<p>SUBDIVIDER: Name: <u>115 Locust Gateway Logistics Center, LLC</u> Address: <u>333 S. brand Ave, Suite 300</u> <u>Los Angeles, CA 90071</u> Phone: <u>310-765-3245</u></p>
<p>CITY PROJECT INSPECTOR: City of Rialto Public Works Department 335 W. Rialto Avenue Rialto, CA 92376 Phone: (909) 421-7294</p>	<p>SURETY: <u>Everest Reinsurance Company</u> Name: <u>Corporation Service Company</u> Address: <u>2710 Gateway Oaks Dr. Suite 150N</u> <u>Sacramento, CA 95833</u> Phone: <u>888-690-2882</u> Attn: <u>Melissa DeKoven</u></p>

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this _____ day of _____, 20²⁶, 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 IV5 Locust Gateway Logistics Center, a 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. 20809**, (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. 20809** 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 \$ \$1,210,890.24.

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. 20809** 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 \$4,000 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 \$121,089.024 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 \$4,000 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 \$121,089.024 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 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: Amir Latifian
Title: IV5 Locust Gateway Logistics Center, LLC
Amirmasound Latifian – Vice
President, Development

APPROVED BY THE CITY COUNCIL

Date: _____

Agreement No.: _____

ATTEST:

By: _____
Barbara A. McGee
City Clerk

APPROVED AS TO FORM:

By: _____
Eric S. Vail
City Attorney

RECOMMENDED:

By: _____

Name

Title

ACKNOWLEDGMENT

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 Los Angeles)

On April 9, 2026 before me, Katherine Mesina Viado, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)



EXHIBIT "A"

64 **MAP** Parcel **LEGAL DESCRIPTION**

7173 Map No. 7173, as recorded in Map Book 77, Pages 64 through 68 inclusive, records of San Bernardino County, California.

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Bernardino, City of Rialto and described as follows:

Parcel A as shown on Certificate of Compliance No. 175, as evidenced by document recorded January 23, 2007 as [Instrument No. 07-44424](#) of Official Records, being more particularly described as follows:

Parcels 13 and 14 of Parcel Map 7173, as shown by Map on file October 28, 1982 in [Book 77 Page\(s\) 64](#), of Parcel Maps, and Parcel 2 of Parcel Map 7064, as shown by Map on file September 21, 1981 in [Book 68 Page\(s\) 22](#), of Parcel Maps, in the City of Rialto, County of San Bernardino, State of California, and that portion of the East half of the Northwest quarter of the Northwest quarter of Section 28, Township 1 North, Range 5 West, San Bernardino Base and Meridian, records of said County, more particularly described as follows:

Beginning at the Northeast corner of said Parcel 2, said point being on the Southerly right(s) of way line of Lowell Street distant 22.50 feet from the centerline thereof;

Thence South $89^{\circ}10'30''$ West along said Southerly right(s) of way line, 1837.73 feet;

Thence South $69^{\circ}24'55''$ West, 100.47 feet to a point on a 60.00 foot radius tangent curve concave Northwesterly, to which a radial line bears South $20^{\circ}35'05''$ East;

Thence Southwesterly along said curve 20.50 feet through a central angle of $19^{\circ}34'35''$ to a point to which a radial line bears South $01^{\circ}00'30''$ East, said point being the most Northwesterly corner of said Parcel 13;

Thence South $01^{\circ}00'30''$ East along the Westerly line of said Parcel 13, 620.92 feet to the Southwesterly corner of said Parcel 13;

Thence North $89^{\circ}10'30''$ East along the Southerly line of said Parcel 13, 0.84 feet to a point on the West line of the East half of the Northwest quarter of the Northwest quarter of said Section 28;

Thence South $01^{\circ}03'17''$ East along said West line, 1329.60 feet to the South line of the Northwest quarter of the Northwest quarter of said Section 28;

Thence North $89^{\circ}12'56''$ East along the said South line to the southwest corner of the Northwest quarter of the Northwest quarter of said Section 28, 660.70 feet;

Thence North $01^{\circ}01'02''$ West along the East line of the Northwest quarter of the Northwest quarter of said Section 28, 1330.07 feet to the Southeast corner of said Parcel 14;

Thence North $01^{\circ}00'30''$ West along the Easterly line of said Parcel 14, 329.21 feet to the Southwesterly corner of said Parcel 2;

Thence North $89^{\circ}10'30''$ East along the Southerly line of said Parcel 2, 1290.09 feet to the Southeasterly corner of said Parcel 2, said point being on the Westerly right(s) of way line of Locust Avenue distant 33.00 feet from the centerline thereof;

Thence North $01^{\circ}00'30''$ West along said Westerly right(s) of way line, 329.21 feet to the point of beginning.

APN: [0239-192-23](#)

EXHIBIT "B"

TENTATIVE Parcel MAP 20809 CONDITIONS OF APPROVAL

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

RESOLUTION NO. 8458

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA APPROVING PRECISE PLAN OF DESIGN NO. 2023-0041 ALLOWING THE DEVELOPMENT OF A 664,859 SQUARE FOOT INDUSTRIAL WAREHOUSE BUILDING WITH ASSOCIATED PAVING, LANDSCAPING, FENCING, LIGHTING, AND DRAINAGE IMPROVEMENTS ON 38.89 GROSS ACRES (38.78 NET ACRES) OF LAND (APN: 0239-192-23) LOCATED AT THE SOUTHWEST CORNER OF LOCUST AVENUE AND LOWELL STREET WITHIN THE GENERAL MANUFACTURING (I-GM) LAND USE DISTRICT OF THE RIALTO AIRPORT SPECIFIC PLAN.

WHEREAS, the applicant, IV5 Locust Gateway Logistics Center LLC, (“Applicant”) proposes to develop a 664,859 square foot industrial warehouse building with associated paving, landscaping, fencing, lighting, and drainage improvements (“Project”) on approximately 38.89 gross acres (38.78 net acres) of land (APN: 0239-192-23) located at the southwest corner of Locust Avenue and Lowell Street within the General Manufacturing (I-GM) land use district of the Rialto Airport Specific Plan (“Site”); and

WHEREAS, the Project will consist of a 664,859 square foot industrial warehouse building, eighty-two (82) dock-high loading doors, concrete screen walls, an abundant amount of landscaping, and full pedestrian and vehicle access; and

WHEREAS, Pursuant to Chapter 18.65 (Precise Plan of Design) of the Rialto Municipal Code, the Project requires a Precise Plan of Design, and the applicant agreed to apply for Precise Plan of Design No. 2023-0041 (“PPD No. 2023-0041”); and

WHEREAS, in conjunction with the Project, the applicant has applied for Tentative Parcel Map No. 2023-0006, also referred to as Tentative Parcel Map No. 20809 (“TPM No. 20809”) to provide public right-of-way dedications and to resolve underlying past recordings and instruments related to the Site; and

WHEREAS, in conjunction with the Project, the applicant has applied for Conditional Development Permit No. 2023-0032 (“CDP No. 2023-0032”) to facilitate the development and operation of a 664,859 square foot industrial warehouse building on the Site; and

1 **WHEREAS**, on December 17, 2025, the Planning Commission of the City of Rialto
2 conducted a duly noticed public hearing, as required by law, on PPD No. 2023-0041, TPM No.
3 20809, and CDP No. 2023-0032, took testimony, at which time it received input from staff, the
4 city attorney, and the applicant; heard public testimony; discussed the proposed PPD No. 2023-
5 0041, TPM No. 20809, and CDP No. 2023-0032; and closed the public hearing; and

6 **WHEREAS**, on December 17, 2025, the Planning Commission voted 7-0 to recommend
7 approval of PPD No. 2023-0041, TPM No. 20809, and CDP No. 2023-0032 to the City Council;
8 and

9 **WHEREAS**, on January 27, 2026, the City Council conducted a duly noticed public
10 hearing, as required by law, on PPD No. 2023-0041, TPM No. 20809, and CDP No. 2023-0032,
11 took testimony, at which time it received input from staff, the city attorney, and the applicant;
12 heard public testimony; discussed the proposed PPD No. 2023-0041, TPM No. 20809, and CDP
13 No. 2023-0032; and closed the public hearing; and

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

15 **NOW, THEREFORE**, the City Council hereby finds, determines, and resolves as follows:

16 **SECTION 1.** The City Council hereby specifically finds that all of the facts set forth in the
17 recitals above of this Resolution are true and correct and incorporated herein.

18 **SECTION 2.** Based upon the forgoing and substantial evidence presented to the City
19 Council during the public hearing conducted with regard to PPD No. 2023-0041, including, but not
20 limited to, written staff reports, verbal testimony, presentations by City staff, site plans, other
21 supporting documents, and the conditions of approval stated herein, the City Council hereby
22 determines that PPD No. 2023-0041 satisfies the requirements of Section 18.65.020E of the Rialto
23 Municipal Code pertaining to the findings which must be made precedent to granting a Precise Plan
24 of Design. The findings are as follows:

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

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

28

1 The Site has a General Plan land use designation of General Industrial with a Specific Plan
2 Overlay and a zoning designation of Rialto Airport Specific Plan. The Site's land use
3 designation within the Rialto Airport Specific Plan is General Manufacturing (I-GM).
4 Those designations allow for the development and operation of industrial warehouse
5 buildings, as proposed by the Project. The Project, as conditioned herein, will comply
6 with all City ordinances and regulations, including those required by the General
7 Manufacturing (I-GM) land use district of the Rialto Airport Specific Plan and the City's
8 Design Guidelines. Additionally, the Project meets all the required development standards
9 of the I-GM land use district of the Rialto Airport Specific Plan and Chapter 18.112 (Indoor
10 Storage Facilities) of the Rialto Municipal Code including, but not limited to, required
11 building setbacks, parking, landscaping, building height, floor area ratio, etc.

- 12
- 13 2. The site is physically suitable for the proposed development, and the proposed
14 development will be arranged, designed, constructed, and maintained so that it will
15 not be unreasonably detrimental or injurious to property, improvements, or the health,
16 safety or general welfare of the general public in the vicinity, or otherwise be
17 inharmonious with the city's general plan and its objectives, zoning ordinances or any
18 applicable specific plan and its objectives; and

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

20 The Site is 38.89 gross acres (38.78 net acres) in size, bound by two (2) public street
21 (Locust Avenue to the east and Lowell Street to the north), and is within the General
22 Manufacturing (I-GM) land use district of the Rialto Airport Specific Plan. To the north
23 of the project site, across Lowell Street, are several existing industrial developments, and
24 to the east, across Locust Avenue, is approximately 4.75 acres of vacant land. To the south
25 are several existing industrial developments, and to the west is a concrete mix
26 manufacturing facility operated by Robertson's Ready Mix. The nearby area is
27 predominantly designated for and developed with industrial uses, and as a result, there are
28 no sensitive land uses adjacent to the project site. The project is not expected to negatively
impact any uses with the successful implementation of measures such as landscape
buffering, the installation of solid screen walls, aesthetic building enhancements, and other
traffic related measures.

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

This finding is supported by the following facts:

The Project's effects will be minimized through the implementation of the Conditions of
Approval contained herein, such as extensive landscaping, concrete screen walls, decorative
paving, and enhanced architectural features. To the north of the project site, across Lowell
Street, are several existing industrial developments, and to the east, across Locust Avenue, is
approximately 4.75 acres of vacant land. To the south are several existing industrial
developments, and to the west is a concrete mix manufacturing facility operated by

1 Robertson's Ready Mix. The nearby area is predominantly designated for and developed with
2 industrial uses, and as a result, there are no sensitive land uses adjacent to the project site. The
3 project is not expected to negatively impact any uses with the successful implementation of
4 measures such as landscape buffering, the installation of solid screen walls, aesthetic building
5 enhancements, and other traffic related measures.

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

This finding is supported by the following facts:

The Project is consistent with the underlying General Manufacturing (I-GM) land use district of the Rialto Airport Specific Plan and is a logical addition to the existing industrial developments surrounding the Site. The 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 ensure compliance with all health, safety, and design requirements to ensure the Project will enhance the infrastructure and aesthetics of the local community.

SECTION 3. An Environmental Impact Report (Environmental Assessment Review No. 2023-0051) has been prepared for the proposed Project in accordance with the California Environmental Quality Act (CEQA) and it has been determined that the Project will create unavoidable significant impacts to greenhouse gas emissions. On January 27, 2026, the City Council adopted the Final Environmental Impact Report prepared for the Project.

SECTION 4. Based upon the forgoing and substantial evidence presented to the City Council during the public hearing conducted with regard to PPD No. 2023-0041, including, but not limited to, written staff reports, verbal testimony, presentations by City staff, site plans, other supporting documents, and the conditions of approval stated herein, the City Council hereby approves PPD No. 2023-0041, in accordance with the plans and application on file with the Planning Division, subject to the following Conditions of Approval:

1. The applicant is granted PPD No. 2023-0041 allowing the development of a 664,859 square foot industrial warehouse building with associated paving, landscaping, fencing, lighting, and drainage improvements on 38.89 gross acres (38.78 net acres) of land (APN: 0239-192-23) located at the southwest corner of Locust Avenue and Lowell Street within the General Manufacturing (I-GM) land use district of the Rialto Airport Specific Plan, subject to the Conditions of Approval contained herein.

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2. The approval of PPD No. 2023-0041 is granted for a five (5) year period from the date of approval. Approval of PPD No. 2023-0041 will not become effective until the applicant has signed a Statement of Acceptance acknowledging awareness and acceptance of the required Conditions of Approval contained herein. Any request for an extension shall be reviewed by the Community Development Director and shall be based on the progress that has taken place toward the development of the project.

3. The development associated with PPD No. 2023-0041 shall conform to the site plan, fence and wall plan, floor plan, roof plan, elevations, conceptual grading and drainage plans, conceptual utility plans, and the concept landscape plan attached hereto as Exhibit A, except as may be required to be modified based on the Conditions of Approval contained herein.

4. The development associated with PPD No. 2023-0041 shall comply with all Conditions of Approval contained within CDP No. 2023-0032.

5. The development associated with PPD No. 2023-0041 shall comply with all applicable sections of the Rialto Airport Specific Plan, the Rialto Municipal Code, and all other applicable State and local laws and ordinances.

6. City inspectors shall have access to the site to reasonably inspect the site during normal working hours to assure compliance with these conditions and other codes.

7. 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, the 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, attorneys' fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by 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

1 contained herein, the Applicant shall not be liable to the City Parties under this
2 indemnity to the extent the Damages incurred by any of the City Parties in such
3 Action(s) are a result of the City Parties' fraud, intentional misconduct or gross
4 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. 2023-0041.

- 5 8. In accordance with the provisions of Government Code Section 66020(d)(1), the
6 imposition of fees, dedications, reservations, or exactions for this Project, if any, are
7 subject to protest by the applicant at the time of approval or conditional approval of
8 the Project or within 90 days after the date of the imposition of the fees, dedications,
9 reservations, or exactions imposed on the Project.
- 10 9. The applicant shall secure the services of a tribal cultural monitor to be present during
11 all ground disturbance activities associated with the construction of this project. The
12 tribal cultural monitor shall be approved by the Gabrieleño Band of Mission Indians-
Kizh Nation, and documentation of coordination between the applicant and the
Gabrieleño Band of Mission Indians-Kizh Nation on this matter shall be provided to the
Planning Division prior to the issuance of a grading permit.
- 13 10. The applicant shall install decorative pavement within each driveway connected to
14 Locust Avenue and Lowell Street. The decorative pavement shall extend across the
15 entire width of each driveway and shall have a minimum depth of twenty-five (25) feet
16 as measured from the property line along each respective street. Decorative pavement
17 means decorative pavers and/or color concrete with patterns and color variety. The
18 decorative pavement shall include a concrete border with a broom finish and a minimum
19 width of twelve (12) inches. The location of the decorative pavement shall be identified
20 on the Precise Grading Plan prior to the issuance of a grading permit. Additionally, the
21 location and type of decorative pavement shall be identified on the formal Landscape
22 Plan submittal, and other on-site improvement plans, prior to the issuance of building
23 permits.
- 24 11. In order to provide enhanced building design in accordance with Chapter 18.61 (Design
25 Guidelines) of the Rialto Municipal Code, the applicant shall route all drainage
26 downspouts through the interior of the building. The internal downspouts shall be
27 identified within the formal building plan check submittal prior to the issuance of
28 building permits.
12. In order to provide enhanced building design in accordance with Chapter 18.61 (Design
Guidelines) of the Rialto Municipal Code, the applicant shall construct parapet returns,
at least three (3) feet in depth from the main wall plane, at all height variations on all
four (4) sides of each building. The parapet returns shall be demonstrated on the roof
plans within the formal building plan check submittal prior to the issuance of building
permits.

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- 13. 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 each building. The internal roof access shall be identified within the formal building plan check submittal prior to the issuance of building permits.

- 14. In order to provide enhanced site design in accordance with Chapter 18.61 (Design Guidelines) of the Rialto Municipal Code, new walls visible from the public right-of-way, including any retaining walls, shall be comprised of decorative masonry block or decorative concrete. Decorative masonry block means tan-colored slumpstone block, tan-colored split-face block, or precision block with a stucco, plaster, or cultured stone finish. Decorative concrete means painted concrete with patterns, reveals, and/or trim lines. Pilasters shall be incorporated within all new walls visible from the public right-of-way. The pilasters shall be spaced a maximum of seventy (70) 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 the wall and have a depth and width of at least three (3) feet. All decorative masonry walls and pilasters, including retaining walls, shall include a decorative masonry cap. All walls and pilasters shall be identified on the site plan and Precise Grading Plan, and an elevation detail for the walls shall be included in the formal building plan check submittal prior to the issuance of building permits.

- 15. The screen wall surrounding the truck court shall be setback a minimum of twenty (20) feet from the ultimate property line along Locust Avenue, in accordance with Table 9 (Development Standards Non-Residential Designations) of the Rialto Airport Specific Plan. The location of the screen wall shall be identified on the Precise Grading Plan prior to issuance of a grading permit and within the formal building plan check submittal prior to the issuance of building permits. The required decorative pilasters along the wall may encroach into this setback.

- 16. The screen wall surrounding the truck court shall be setback a minimum of twenty (20) feet from the back of sidewalk along Lowell Street, in accordance with Table 9 (Development Standards Non-Residential Designations) of the Rialto Airport Specific Plan. The location of the screen wall shall be identified on the Precise Grading Plan prior to issuance of a grading permit and within the formal building plan check submittal prior to the issuance of building permits. The required decorative pilasters along the wall may encroach into this setback.

- 17. The required ten (10) foot landscape setback along the west side of the Site shall be kept free and clear of any fencing and/or retaining walls that would prevent the planting of trees, shrubs, and groundcover.

- 18. In order to provide enhanced building design in accordance with Chapter 18.61 (Design Guidelines) of the Rialto Municipal Code, any new fencing installed on site shall be comprised of tubular steel. Decorative masonry or decorative concrete pilasters, with a minimum dimension of thirty-six (36) inch square, shall be incorporated within all new fencing visible from any public right-of-way. Decorative masonry block means tan slumpstone block, tan split-face block, or precision block with a stucco, plaster, or

1 cultured stone finish. Decorative concrete means painted concrete with patterns,
 2 reveals, and/or trim lines. The pilasters shall be spaced a maximum of seventy (70) feet
 3 on-center and shall be placed at all corners and ends of the fencing. All decorative
 4 masonry pilasters shall include a decorative masonry cap. All fencing and pilasters shall
 5 be identified on the site plan, and an elevation detail for the fencing and pilasters shall
 be included in the formal building plan check submittal prior to the issuance of building
 permits.

6 19. The applicant shall install solid or louvered metal gates at each entry of the truck court
 7 that is connected directly to Locust Avenue and Lowell Street for the purpose of
 8 screening trucks and trailers within the truck court, prior to the issuance of a Certificate
 9 of Occupancy. The new gates shall have a minimum height of eight (8) feet and shall
 10 be painted black or a color matching the color of the adjoining wall. The new gates
 shall be identified on the site plan, and an elevation detail for the gate shall be included
 in the formal building plan check submittal prior to the issuance of building permits.

11 20. The applicant shall construct at least one (1) ADA accessible trash enclosure on the
 12 project site. The trash enclosure(s) shall provide room for one (1) commercial waste
 13 container and one (1) commercial recycling container. The exterior of each trash
 14 enclosure shall be comprised of decorative masonry block or decorative concrete.
 15 Decorative masonry block means tan-colored slumpstone block, tan-colored split-face
 16 block, or precision block with a stucco, plaster, or cultured stone finish. Decorative
 17 concrete means painted concrete with patterns, reveals, and/or trim lines. Additionally,
 18 each 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 each 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(s) shall be provided within formal building plan check submittal prior
 to the issuance of building permits.

19 21. All light standards installed on site, shall have a maximum height of twenty-eight (28)
 20 feet, as measured from the finished surface, including the base. Lighting shall be
 21 shielded and/or directed toward the site so as not to produce direct glare or "stray light"
 22 onto adjacent properties. All light standards shall be identified on the site plan and a
 note indicating the height restriction shall be included within the formal building plan
 check submittal prior to the issuance of building permits.

23 22. The applicant shall submit a formal Landscape Plan to the Planning Division prior to
 24 the issuance of building permits. The submittal shall include three (3) sets of planting
 25 and irrigation plans, a completed Landscape Plan Review application, and the applicable
 review fee.

26 23. The applicant shall plant one (1) tree every three (3) vehicle parking spaces. All parking
 27 lot trees shall be a minimum of fifteen (15) gallons in size, upon initial planting.
 28 Thereafter, the parking lot trees shall be permanently irrigated and maintained. All
 parking lot tree species shall consist of evergreen broadleaf trees. The trees shall be

1 identified on the formal Landscape Plan submittal prior to the issuance of a landscape
 2 permit.

3 24. The applicant shall plant one (1) tree every thirty (30) feet on-center within the on-site
 4 landscape setbacks along Locust Avenue and Lowell Street. All trees within the
 5 landscape setback shall be a minimum of twenty-four (24) inch box in size, upon initial
 6 planting. Thereafter, the trees within the landscape setback shall be permanently
 7 irrigated and maintained by the property owner. At least fifty (50) percent of the trees
 8 within the setbacks shall consist of evergreen broadleaf trees, while the remaining
 percentage may consist of broadleaf deciduous trees and/or palm trees. The trees shall
 be identified on the formal Landscape Plan submittal prior to the issuance of a landscape
 permit.

9 25. The applicant shall plant one (1) tree every thirty (30) feet on-center within the public
 10 right-of-way parkway along Locust Avenue. All trees within the public right-of-way
 11 parkway shall be a minimum of twenty-four (24) inch box in size, upon initial planting.
 12 Thereafter, the trees within the public right-of-way parking shall be permanently
 13 irrigated and maintained, as required by the Public Works Department. The street tree
 species along Locust Avenue shall be the Robinina Idahoensis "Idaho Locust". The
 street trees shall be identified on the formal Landscape Plan submittal prior to the
 issuance of a landscape permit.

14 26. The applicant shall plant one (1) tree every thirty (30) feet on-center within the public
 15 right-of-way parkway along Lowell Street. All trees within the public right-of-way
 16 parkway shall be a minimum of twenty-four (24) inch box in size, upon initial planting.
 17 Thereafter, the trees within the public right-of-way parking shall be permanently
 18 irrigated and maintained, as required by the Public Works Department. The street tree
 19 species along Lowell Street shall be the Pistachia Chinensis "Chinese Pistache" and/or
 the Geijera Parviflora "Australian Willow". The street trees shall be identified on the
 formal Landscape Plan submittal prior to the issuance of a landscape permit.

20 27. The applicant shall plant shrubs and/or construct solid decorative walls that surround all
 21 ground mounted equipment and utility boxes, including transformers, fire-department
 22 connections, backflow devices, etc. for the purpose of providing screening of said
 23 equipment and utility boxes from public view. All equipment and utility box screen
 24 shrubs shall be a minimum of five (5) gallons in size upon initial planting, and the shrubs
 25 shall be spaced no more than three (3) feet on-center. Thereafter, the equipment and
 26 utility box screen shrubs shall be permanently irrigated and maintained into a continuous
 27 box-shape with a height of no less than three and one-half (3.5) feet above the finished
 28 grade. Solid decorative walls means tan-colored slumpstone block, tan-colored split-
 face block, or precision block with a stucco, plaster, or cultured stone finish. The shrubs
 and/or solid walls shall be identified on the formal Landscape Plan submittal prior to
 the issuance of a landscape permit.

28 28. The applicant shall plant trees, shrubs, and groundcover throughout all land on-site and
 off-site (adjacent to the project site) that is not covered by structures, walkways, parking

1 areas, and driveways, as approved by the Planning Division, unless specified otherwise
 2 herein. Trees shall be planted a minimum of thirty (30) feet on-center, and all shrubs
 3 and groundcover shall be planted an average of three (3) feet on-center or less, or as
 4 approved by the Planning Division. All trees shall be minimum of fifteen (15) gallons
 5 in size upon initial planting, unless otherwise specified herein. At least fifty (50) percent
 6 of the trees shall consist of evergreen broadleaf trees, while the remaining percentage
 7 may consist of broadleaf deciduous trees and/or palm trees. All shrubs shall be a
 8 minimum of one (1) gallon in size, unless otherwise specified herein. All planter areas
 shall receive a minimum two (2) inch thick layer 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 a landscape permit.

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- 10 29. All planting and irrigation shall be installed on-site in accordance with the approved
 11 landscape plans and permit prior to the issuance of a Certificate of Occupancy. The
 12 installation of the planting and irrigation shall be certified in writing by the landscape
 architect responsible for preparing the landscape plans prior to the issuance of a
 Certificate of Occupancy.
- 13 30. Any tubular steel fencing and/or sliding gates shall be painted black prior to the issuance
 14 of a Certificate of Occupancy, unless specified otherwise herein.
- 15 31. All non-glass doors shall be painted to match the color of the adjacent wall prior to the
 16 issuance of a Certificate of Occupancy.
- 17 32. The applicant shall comply with all conditions of approval for PPD No. 2023-0041 to
 18 the satisfaction of the City Engineer, prior to the issuance of a Certificate of Occupancy,
 unless otherwise noted herein.
- 19 33. All improvements and/or dry utility improvement construction within the public right-
 20 of-way require a City of Rialto Encroachment Permit.
- 21 34. All abandoned utilities within the public right-of-way shall be completely removed
 22 unless otherwise approved to be abandoned in place, as coordinated with and authorized
 23 by the City of Rialto Engineering Department. All abandoned utilities within private
 property may be abandoned in place so long as they do not interfere with construction
 24 of the proposed development or fall within the proposed building footprint.
- 25 35. The applicant shall pay all applicable development impact fees in accordance with the
 26 current City of Rialto fee ordinance, including any Traffic Fair Share Contribution fees,
 prior to the issuance of any building permit related to the Project, or as otherwise set
 27 forth in the Development Agreement between the City of Rialto and the Applicant.
- 28 36. The applicant shall pay a fair-share fee in the amount of \$364,699, in accordance with
 Table 19 (Traffic Impact Improvement Costs) of the Transportation Impact Study

1 prepared for the Project by Kimley-Horn and Associates, Inc. and dated December
 2 2025, prior to the issuance of any building permit for the Project, or as otherwise set
 3 forth in the Development Agreement between the City of Rialto and the Applicant. The
 4 fair-share amount shall be subject to the California Construction Cost Index (CCCI) for
 5 escalation of construction costs. Alternatively, an engineer’s cost estimate for the public
 6 improvements may be submitted to the Engineering Division for review and approval
 7 by the City Engineer. The table below identifies the fair-share fees:

Estimated Fair Share for Traffic Mitigation Improvements	
Locust Avenue and Casa Grande Drive – Participate in the construction of a traffic signal. (30.8% impact) \$1,012,000 x .308 = \$311,696.00	\$311,696
Casmalia Street and Locust Avenue – Participate in the construction of extending the eastbound left-turn lane (28.2% impact) \$170,224 x .282 = \$48,003.00	\$48,003
Locust Avenue and Lowell Street – Participate in the restriping of the eastbound and northbound approaches.	\$5,000
Total	\$364,699

14 37. The applicant shall submit civil engineering design plans, reports and/or documents,
 15 prepared by a registered/licensed civil engineer, for review and approval by the City
 16 Engineer per the current submittal requirements, prior to the indicated threshold or as
 17 required by the City Engineer. The first submittal shall consist of, but is not necessarily
 18 limited to, the following:

- 19 a. PARCEL MAP (recordation prior to building permit issuance)
- 20 b. PRECISE GRADE W/ EROSION CONTROL PLAN (prior to grading permit
 21 issuance)
- 22 c. PUBLIC IMPROVEMENT PLANS – Plans may include: Street, Signing &
 23 Striping, Landscape & Irrigation, Sewer, Water, Streetlight etc. (prior to Map
 24 approval or off-site construction permit issuance, whichever occurs first)
- 25 d. FINAL DRAINAGE STUDY (prior to grading plan approval)
- 26 e. FINAL WQMP (prior to grading plan approval)
- 27 f. LEGAL DOCUMENTS (e.g. EASEMENT(S), DEDICATION(S), LOT LINE
 28 ADJUSTMENT, VACATION, etc.) (prior to Building Permit Issuance or
 Occupancy Release) – These items are not required to be submitted if they are
 included on the Parcel Map.
- g. AS-BUILT/RECORD DRAWINGS for all plans (prior to occupancy release)

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- 38. The applicant is responsible for requesting address assignment from the Planning Division for any new building, irrigation water meter and electrical pedestal. 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 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.
- 39. Upon approval of any improvement plan by the City Engineer, the applicant shall provide the improvement plan to the City in digital format, consisting of a DWG (AutoCAD drawing file), DXF (AutoCAD ASCII drawing exchange file), and PDF (Adobe Acrobat) formats. Variation 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.
- 40. The applicant shall construct asphalt concrete paving for streets in two separate lifts. The final lift paving may occur once all heavy construction traffic has been substantially completed to the satisfaction of the City Engineer, or when onsite building construction has reached 90% completion, whichever occurs first. Paving 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.
- 41. The applicant shall repair all street cuts for utilities 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 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.
- 42. The applicant shall backfill and/or repair all utility trenches or other excavations within existing asphalt concrete pavement of off-site streets resulting from the proposed development, in accordance with City of Rialto Standard Drawings. The applicant shall be responsible for removing, grinding, paving and/or overlaying existing asphalt concrete pavement of off-site streets 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, Spectrum, Verizon, etc.). Multiple excavations, trenches, and other street cuts within existing asphalt concrete pavement of off-site streets resulting from the proposed development may require complete grinding and asphalt concrete

1 overlay of Locust Avenue and Lowell Street, at the discretion of the City Engineer. The
 2 pavement condition of the existing off-site streets shall be returned to a condition equal
 3 to or better than what existed prior to construction of the proposed development.

4 43. A separate Off-Site Construction Permit is required for each type of improvement within
 5 the public right-of-way, including street, wet utility (RWS only), and landscape and
 6 irrigation. To expedite and coordinate all improvements in the public right-of-way, the
 7 applicant shall submit a multi-phase master traffic control plan that includes all phases
 8 of construction (e.g., sewer, water, overhead, underground, etc.) prior to permit
 9 issuance. For simplicity, the Off-Site Construction Permits will replace individual
 10 Encroachment Permits typically obtained by the applicant's contractor.

11 44. In accordance with Chapter 15.32 of the City of Rialto Municipal Code, all existing and
 12 new electrical distribution lines of sixteen thousand volts or less and overhead service
 13 drop conductors, and all telephone, television cable service, and similar service wires or
 14 lines, which are on-site, abutting, and/or transecting, shall be installed underground.
 15 Utility undergrounding shall extend to the nearest off-site power pole, or as otherwise
 16 set forth within Southern California Edison's approved final design. This may require
 17 undergrounding beyond the project limits to prevent any existing poles to remain or new
 18 poles to be placed for guy wire purposes along the project frontage. The applicant or
 19 owner is responsible for complying with the requirements of this section and shall make
 20 the necessary arrangements with the utility company for the installation of such
 21 facilities. New power poles shall not be installed unless otherwise approved by the City
 22 Engineer. A letter from the owners of the affected utilities shall be submitted to the City
 23 Engineer prior to approval of the Grading Plan, informing the City that they have been
 24 notified of the City's utility undergrounding requirement and their intent to commence
 25 design of utility undergrounding plans. When available, the utility undergrounding plan
 26 shall be submitted to the City Engineer identifying all above ground facilities in the area
 27 of the project to be undergrounded.

28 45. In accordance with City Ordinance No. 1589, adopted to preserve newly paved streets,
 any and all street and/or trench cuts in newly paved streets will be subject to moratorium
 street repair standards as reference in Section 11.04.145 of the Rialto Municipal Code.
 Contact the Engineering Division for a list of streets subject to the moratorium.

46. The minimum pavement section for all on-site pavements shall be three (3) inches
 asphalt concrete pavement over four (4) inches crushed aggregate base with a minimum
 subgrade of twenty-four (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.

47. The applicant shall replace all damaged, destroyed, or modified pavement legends,
 traffic control devices, signing, striping, and streetlights, associated with the proposed
 development shall be replaced as required by the City Engineer prior to issuance of a
 Certificate of Occupancy.

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48. The applicant shall provide construction signage, lighting and barricading shall be provided 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.

49. The public street improvements outlined in these Conditions of Approval are intended to convey to the developer an accurate scope of required improvements, however, the City Engineer reserves the right to require reasonable additional improvements as may be determined in the course of the review and approval of street improvement plans required by these conditions.

50. The applicant shall be responsible for coordinating with Omnitrans regarding the potential location of existing, proposed, and future bus stops along the property frontage of all public streets. In the event Omnitrans identifies improvements of an existing, proposed, and future stop along the property frontage prior to applicant’s receipt of a building permit, the applicant shall design street and sidewalk improvements in accordance with the latest Omnitrans bus stop guidelines and in compliance with current accessibility standards pursuant to the Americans with Disabilities Act (ADA) requirements. The applicant shall design all any bus stops to accommodate the Omnitrans Premium Shelters. Prior to Certificate of Occupancy, if Omnitrans requires a bus stop along the property frontage, the applicant shall submit to Public Works verification from Omnitrans acknowledging concurrence with the existing, proposed, and future bus stop improvements in conformance with the Premium Shelter design guidelines. Additionally, any bus turnouts are required to accommodate proposed bus stops in accordance with the City Standards and as approved by the City Engineer.

51. 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. R8-2024-0001. Pursuant to the NPDES Permit, the developer shall ensure 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.

52. Prior to grading plan approval, the applicant shall submit a final hydrology study to determine the volume of increased stormwater runoff due to development of the site, and to determine required stormwater runoff mitigation measures for the proposed development. 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

1 the development of the property. Hydrology studies shall be prepared in accordance
 2 with the San Bernardino County Hydrology Manual and Rialto drainage criteria. Final
 3 retention basin sizing and other stormwater runoff mitigation measures shall be
 4 determined upon review and approval of the hydrology study by the City Engineer and
 5 may require redesign or changes to site configuration or layout consistent with the
 6 findings of the final hydrology study. The volume of increased stormwater runoff to
 7 retain on-site shall be determined by comparing the existing pre-developed condition
 8 and proposed developed condition, using the 100-year frequency storm.

9 53. Prior to grading plan approval, direct release of on-site nuisance water or stormwater
 10 runoff shall not be permitted to the adjacent public streets. Provisions for the
 11 interception of nuisance water from entering adjacent public streets from the project site
 12 shall be provided through the use of a minor storm drain system that collects and
 13 conveys nuisance water to landscape or parkway areas, and in only a stormwater runoff
 14 condition, pass runoff directly to the streets through parkway or under sidewalk drains.

15 54. Prior to grading plan approval, the applicant shall submit a Geotechnical/Soils Report,
 16 prepared by a California registered Geotechnical Engineer, for and incorporated as an
 17 integral part of the grading plan for the proposed development. The geotechnical report
 18 shall include a section on infiltration testing. A digital copy (PDF) of the
 19 Geotechnical/Soils Report shall be submitted to the Engineering Services Department
 20 with the first submittal of the Precise Grading Plan.

21 55. Prior to grading plan approval, the applicant shall submit a Final Water Quality
 22 Management Plan identifying site-specific Best Management Practices (BMPs) in
 23 accordance with the Model Water Quality Management Plan (WQMP) approved for
 24 use for the Santa Ana River Watershed. The site specific WQMP shall be submitted to
 25 the City Engineer for review and approval with the precise grading plan. The Applicant
 26 acknowledges that more area than currently shown on the plans may be required to treat
 27 site runoff as required by the WQMP guidance document and FWQMP.

28 56. Prior to grading plan approval, a Notice of Intent (NOI) to comply with the California
 General Construction Stormwater Permit (Water Quality Order 2022-0057-DWQ as
 modified September 1, 2025) 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. 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.

57. Prior to issuance of grading permit or on-site construction permit, the applicant shall
 submit a Precise Grading Plan prepared by a California registered civil engineer to the
 Engineering Division for review and approval by the City Engineer. The plan shall
 conform to the requirements of the California Building Code for review and approval.

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- 58. Prior to the issuance of a grading permit or on-site construction permit, the applicant shall apply for annexation of the underlying property into City of Rialto Landscape and Lighting Maintenance District No. 2 (“LLMD 2”). An application fee of \$5,000 shall be paid at the time of application. Annexation into LLMD 2 is a condition of acceptance of any new median, landscape easement, and/or parkway landscaping in the public right-of-way, or any new public street lighting improvements conditioned on the project and to be maintained by the City of Rialto post construction. The applicant must apply and complete the LLMD2 annexation process prior to issuance of a Certificate of Occupancy. 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 as early-on in the in the process to avoid any delays with permit issuance.

- 59. Prior to the issuance of a building permit, the applicant shall 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 meter, water meter, and separate irrigation lateral 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 any median portion, applicable easement portion, and/or parkway portion. 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.

- 60. All parkway landscaping shall be guaranteed for a period of one year from the date of acceptance by the City Engineer acceptance. 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’ time of non-interrupted ongoing maintenance.

- 61. The applicant shall install City Engineer approved deep root barriers, in accordance with the Public Works Landscape and Irrigation Guidelines, for all trees installed within the public right-of-way and within ten (10) feet of the public sidewalk and/or curb.

- 62. Prior to issuance of an encroachment permit or off-site construction permit, all public improvement plans must be submitted and approved by the City Engineer.

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- 63. Prior to street improvement plan approval, the applicant shall dedicate additional right-of-way along the entire frontage of Locust Avenue, as necessary, to provide the ultimate half-width of 44 feet, as required by the City Engineer.
- 64. Prior to street improvement plan approval, submit a 10-foot easement on Lowell Street for public sidewalk and public utility purposes along the entire project. The easement shall be approved and recorded prior to plan approval. Prior to street improvement plan approval, dedicate additional right-of-way as may be required to provide a property line – corner cutback at the corner of Locust Avenue and Lowell Street. 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. The dedication shall be reviewed, approved, and submitted for recording prior to plan approval.
- 65. The applicant shall install 4-inch conduit and pull boxes within the parkway area along the entire project frontages of Locust Avenue for future use, prior to the issuance of a Certificate of Occupancy. The conduit and pull boxes shall be identified on the street improvement plans, prior to issuance of off-site construction permits.
- 66. Prior to issuance of a building permit, the applicant shall submit street improvement plans prepared by a registered California civil engineer to the Engineering Services Department 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.
- 67. Prior to issuance of building permit, the applicant shall 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.
- 68. Prior to issuance of encroachment permit or off-site construction permit, the applicant shall submit street light improvement plans, for Locust Avenue and Lowell Street, prepared by a California registered civil engineer to the Engineering Services Department. The plans shall be approved by the City Engineer prior to issuance of any building permits.
- 69. Prior to issuance of encroachment permit or off-site construction permit, the applicant shall submit sewer improvement plans prepared by a California registered civil engineer to the Engineering Division. The plans shall be approved by the City Engineer prior to issuance of any building permits. The applicant is advised that sewer service is provided by Rialto Water Services.
- 70. Prior to issuance of encroachment permit or off-site construction permit, the applicant shall submit water improvement plans prepared by a California registered civil engineer

1 to the Engineering Division to be reviewed concurrently with the water purveyor. The
2 applicant is advised that domestic water service is provided by West Valley Water
3 District. The applicant shall be responsible for coordinating with water purveyor and
4 complying with all requirements for establishing domestic water service to the property.

4 71. Prior to issuance of a building permit, the Precise Grading plans shall be approved by
5 the City Engineer.

6 72. Prior to the issuance of a building permit, the applicant shall submit a rough grade
7 certification, engineered fill certification and compaction report pad elevation
8 certifications for all building pads in conformance with the approved precise grading
9 plan, to the Engineering Division. Trenching for footings or construction of any
10 building foundation is not allowed until the certifications have been submitted for
11 review and approval by the City Engineer.

10 73. Prior to issuance of building permit, the applicant shall submit a Subdivision
11 Improvement Agreement (SIA) and the required security to the Engineering Division
12 for review and acceptance.

12 74. Prior to issuance of building permit, Parcel Map 20809 shall be approved by the City
13 and submitted for recording at the County Recorder's Office.

14 75. Prior to the issuance of a certificate of occupancy, the applicant shall submit a
15 precise/final grade certification to the Engineering Services Department.

16 76. Prior to the issuance of a certificate of occupancy, all public improvements shall be
17 constructed to City standards subject to the satisfaction of the City Engineer.

18 77. The applicant shall reconstruct any broken, chipped, or unsatisfactory sidewalks, curbs,
19 gutters, pavement, and landscaping along the entire project frontage, in accordance with
20 the General Plan and the City of Rialto Standard Drawings, as required by the City
21 Engineer, prior to the issuance of a Certificate of Occupancy. The removal and
22 reconstruction of improvements shall be identified on the street improvement plans,
23 prior to issuance of off-site construction permits.

22 78. The applicant shall install "No Stopping Anytime" R26A(S)(CA) signage along the
23 entire project frontages of Locust Avenue and Lowell Street, as required by the City
24 Engineer, prior to the issuance of a Certificate of Occupancy.

24 79. The applicant shall connect the project to the City of Rialto sewer system and apply for
25 a sewer connection account with Rialto Water Services.

26 80. The applicant is advised that domestic water service is provided by West Valley Water
27 District. The applicant shall be responsible for coordinating with West Valley Water
28 District and complying with all requirements for establishing domestic water service to
the property.

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- 81. The applicant shall provide certification from West Valley Water District and Rialto Water Services that demonstrates that all water and/or wastewater service accounts for the project are documented, prior to the issuance of a Certificate of Occupancy from the Engineering Division.
- 82. Prior to issuance of a certificate of occupancy or final City approvals, the applicant shall demonstrate and submit a WQMP BMP certification that all structural BMP's have been constructed and installed in conformance with approved plans and specifications, and as identified in the approved WQMP.
- 83. Prior to issuance of a certificate of occupancy, 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.
- 84. The applicant shall construct one (1) new commercial driveway approach on Locust Avenue and three (3) new commercial driveway approaches on Lowell Street, in accordance with City of Rialto Standard Drawing No. SC-213 or SC-214, or as otherwise approved by the City Engineer, prior to the issuance of a Certificate of Occupancy. The driveway approach shall be constructed so the top of "X" is 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 exceed or will exceed 30 inches in height in order to maintain an appropriate corner sight distance, as required by the City Engineer. If necessary, additional right of way shall be dedicated on-site to construct a path of travel meeting ADA guidelines.
- 85. Prior to occupancy approval, all new streetlights shall be installed on an independently metered, City-owned underground electrical system. Using power from an existing LMMD 2 pedestal is encouraged over installing a new pedestal. The developer shall provide documentary proof of application with Southern California Edison ("SCE") for all appropriate service points and electrical meters prior to the issuance of a Certificate of Occupancy. New meter pedestals shall be installed, and electrical service paid by the developer, until such time as the underlying property is annexed into LLMD 2. The City shall not pay the charges for electrical service until the landscape and irrigation is accepted after the one-year maintenance period and the underlying property is annexed into LLMD 2.
- 86. If and where deficiencies in the existing system occur, the applicant shall construct a new underground electrical system for public street lighting improvements along the project frontage of Locust Avenue, as determined necessary by the City Engineer, prior to the issuance of a Certificate of Occupancy. New marbelite streetlight poles with LED light fixtures shall be installed in accordance with City of Rialto Standard Drawings, and as approved by the City Engineer.
- 87. The applicant shall construct curb ramps meeting current California State Accessibility standards on both sides of proposed driveways along Locust Avenue and Lowell Street,

1 in accordance with the City of Rialto Standard Drawings, and as required by the City
 2 Engineer. The applicant shall provide a fully detailed curb return, ramp, and sidewalk
 3 approach design of a scale of one-inch equals ten-feet or larger. The applicant shall
 4 ensure that an appropriate path of travel, meeting ADA guidelines, is provided across
 the driveway, and shall adjust the location of the access ramps, if necessary, to meet
 ADA guidelines, subject to the approval of the City Engineer.

5 88. The applicant shall construct an 8-inch curb and gutter along the entire frontage of
 6 Locust Avenue thirty-two (32) feet west of the centerline, in accordance with City of
 Rialto Standard Drawings, prior to the issuance of a Certificate of Occupancy.

7
 8 89. The applicant shall construct an 8-inch curb and gutter along the entire frontage of
 Lowell Street twenty-two (22) feet south of the centerline, in accordance with City of
 9 Rialto Standard Drawings, prior to the issuance of a Certificate of Occupancy.

10 90. The applicant shall construct a 5.5-foot-wide Americans with Disabilities Act (ADA)
 11 compliant sidewalk adjacent to the curb along the entire project frontages of Locust
 Avenue and Lowell Street, in accordance with City of Rialto Standard Drawings, prior
 12 to issuance of a Certificate of Occupancy.

13 91. Prior to occupancy approval – Locust Avenue is designated a Secondary Arterial with
 14 88-foot right-of-way and 64-foot curb to curb dimensions. The developer shall submit
 street improvement plans and construct the improvements that include, but are not
 15 necessarily limited to, the following:

16 a. Remove existing pavement and construct new pavement with a minimum
 17 pavement section of 5 inches asphalt concrete pavement over 6 inches crushed
 aggregate base with a minimum subgrade of 24 inches at 95% relative
 18 compaction, or equal, for the entire street half-width plus the northbound lane
 along the project frontage in accordance with City of Rialto Standard
 19 Drawings. The final 2-inch cap shall be PG 64-10 ARHM CC G. The pavement
 section shall be determined using a Traffic Index (“TI”) of 10. The pavement
 20 section shall be designed by a California registered Geotechnical Engineer using
 21 “R” values from the existing pavement core samples and submitted to the City
 Engineer for approval. Alternatively, depending on the existing street condition
 22 (i.e. taking core samples) and as approved by the City Engineer, a street 2-inch
 grind and overlay, using PG 64-10 ARHM CC G, may be performed to preserve
 23 existing pavement improvements.

24
 25 92. Prior to occupancy approval – Lowell Street is designated an Industrial Street with 45-
 foot right-of-way and 44-foot curb to curb dimensions. The developer shall submit
 26 street improvement plans and construct the improvements that include, but are not
 necessarily limited to, the following:

27
 28 a. Remove existing pavement and construct new pavement with a minimum
 pavement section of 5 inches asphalt concrete pavement over 6 inches crushed

1 aggregate base with a minimum subgrade of 24 inches at 95% relative
 2 compaction, or equal, for the street half width plus a street 2-inch grind and
 3 overlay along the northern half of the street along the project frontage in
 4 accordance with City of Rialto Standard Drawings. The final 2-inch cap shall be
 5 PG 64-10 ARHM CC G. The pavement section shall be determined using a Traffic
 6 Index ("TI") of 10. The pavement section shall be designed by a California
 7 registered Geotechnical Engineer using "R" values from the existing pavement
 8 core samples and submitted to the City Engineer for approval. Alternatively,
 depending on the existing street condition (i.e. taking core samples) and as
 approved by the City Engineer, a street 2-inch grind and overlay, using PG 64-10
 ARHM CC G, may be performed to preserve existing pavement improvements.
 Should the above improvements be completed by another party, this condition
 shall be met as satisfied.

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 10 93. All sewer mains constructed by the applicant, as necessary, are to become part of the
 11 public sewer system and shall be pressure tested and digitally video recorded by the
 12 City's wastewater system operator (Veolia) prior to acceptance of the sewer system for
 13 maintenance by the City. The applicant shall be responsible for all costs associated with
 testing and inspection services. Any defects of the sewer main shall be removed,
 replaced, or repaired to the satisfaction of the City Engineer prior to acceptance.

14 94. The original improvement plans prepared for the proposed development and approved
 15 by the City Engineer (if required) shall be documented with record drawing "as-built"
 16 information and returned to the Engineering Division prior to issuance of a final
 certificate of occupancy. Any modifications or changes to approved improvement plans
 shall be submitted to the City Engineer for approval prior to construction.

17 95. Prior to commencing with any grading, the applicant shall implement the required
 18 erosion and dust control measures shall be in place. In addition, the following shall be
 19 included if not already identified:

- 20 a. 6 foot high tan colored perimeter screened fencing
- 21 b. Contractor information signage including contact information along the street
 22 frontages of Locust Avenue and Lowell Street.
- 23 c. Post dust control signage with the following verbiage: "Project Name, WDID No.,
 24 IF YOU SEE DUST COMING FROM THIS PROJECT CALL: NAME (XXX)
 25 XXX-XXX, If you do not receive a response, please call the AQMD at 1-800-
 CUT-SMOG/1-800-228-7664"

26 96. The applicant shall submit full architectural and structural plans with all mechanical,
 27 electrical, and plumbing plans, structural calculations, truss calculations and layout,
 28 rough grading plans approved by Engineering Services Department, Water Quality
 Management Plan, Erosion Control Plan, Stormwater Pollution Prevention Plan, and

1 Title 24 Energy Calculations to the Building Division for plan check and review, prior
2 to the issuance of building permits.

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

5 98. The applicant shall design the structures in accordance with the 2022 California
6 Building Code, 2022 California Mechanical Code, 2022 California Plumbing Code, and
7 the 2022 California Electrical Code, 2022 Residential Code and the 2022 California
Green Buildings Standards adopted by the State of California.

8 99. The applicant shall design the structures to withstand ultimate wind speed of 130 miles
9 per hour, exposure C and seismic zone D.

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

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

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

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

25 104. The applicant shall provide temporary toilet facilities for the construction workers. The
26 toilet facilities shall always be maintained in a sanitary condition. The construction
27 toilet facilities of the non-sewer type shall conform to ANSI ZA.3.
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- 105. 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.
- 106. Prior to 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.
- 107. The applicant shall provide proof of payment to the Rialto Unified School District for all required school fees, prior to the issuance of a building permit.
- 108. Site facilities such as parking open or covered, recreation facilities, and trash dumpster areas, and common use areas shall be accessible per the California Building Code, Chapter 11.
- 109. The applicant shall place a copy of the Conditions of Approval herein on within the building plan check submittal set and include the PPD number on the right bottom corner cover page in 20 point bold, prior to the issuance of a building permit.
- 110. The applicant shall ensure that a minimum of 65% of all construction and demo debris shall be recycled using an approved City of Rialto recycling facility during construction. Copies of receipts for recycling shall be provided to the City Inspector and a copy shall be placed in the office of the construction site.
- 111. 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.
- 112. Grades for driveway and fire apparatus access roads shall not exceed 12%. Fire Department approval and additional conditions may be required for grades above 12% maximum. Angle of approach and departure for driveways shall not exceed 7 degrees. If Grades are authorized to exceed 12% they shall be concrete with a deep broom finish perpendicular to the access roadway and other special conditions determined by the Fire Marshal.
- 113. A hazardous materials inventory and disclosure shall be provided with a complete listing of SDS sheets, storage locations, how they are stored, and types of containers. A technical report and opinion prepared by an approved consultant shall be submitted for review and approval prior to or as part of the submission for a building permit. Operational permits may be required and must be applied for prior to certificate occupancy. Application and permits shall be made to San Bernardino County Fire Department Hazardous Materials Divisions CUPA for CUPA compliance. Compliance with disclosure and requirements placed on the project for the CUPA shall be complied with prior to certificate of occupancy.

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- 114. The building has the potential for storage of combustible stock more than 6 ft. in height (rubber tires and/or group A plastics) or commodity storage 12 ft. in height and greater than 500 square feet, meeting the requirements of high-piled combustible storage as defined in Chapter 32 of the California Fire Code. Significant modifications to the structure including, but not limited to, smoke and heat vents or mechanical ventilation, draft curtains, special access doors, upgraded sprinkler systems and hose connection requirements must be achieved in compliance with the California Fire Code Chapter 32 and other applicable Chapters and NFPA 13 requirements should such storage occur. Minimum design densities for fire sprinkler systems within spec. buildings without a known tenant shall be 0.33/3000. If high-piled combustible storage is proposed then plans, specifications, and a technical opinion and report shall be submitted from an approved consultant with the construction drawings for rack systems to ensure fire protection requirements. High piled combustible storage requires an annual operational permit pursuant to the California Fire Code Chapter 1 that requires appropriate fees to be paid prior to issuance and renewal.

- 115. To determine the acceptability of technologies, processes, products, facilities, materials and uses attending the design, operation or use of a building or premises subject to inspection by the fire code official, the fire code official is authorized to require the owner or agent to provide, without charge to the jurisdiction, a technical opinion and report. The opinion and report shall be prepared by a qualified engineer, specialist, laboratory, or fire safety specialty organization acceptable to the fire code official and shall analyze the fire safety properties of design, operation or use of the building or premises and the facilities and appurtenances situated thereon, to recommend necessary changes. The fire code official is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

- 116. Rialto Fire Department at time of plan or permit submission will charge certain fees for plan review and inspections. Fees will be determined at time of plan review and/or inspections.

- 117. Rialto Fire Department at time of operational permit application will charge certain fees for permit issuance which will have, at a minimum, annual fees charged. Failure to pay required annual fees will be cause to issue a "Cease and Desist" order for the system, use or operation permitted.

- 118. The proposed project shall comply with the applicable codes and standards of Title 24, Part 1-12. Additional requirements may be made during the building permit process based on system, processes and uses of the building.

- 119. A fire command center for fire department operations shall be provided for Factories, Mercantile, and storage occupancies. The fire command center shall be a minimum of 200 square feet and meet the requirements of the California Fire Code Chapter 5 Section 508.

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120. The required fire flow shall be 4,000 GPM for a 4-hour duration at 20 PSI residual operating pressure pursuant to the California Fire Code Appendix B. Documentation is required from the local water purveyor or an approved third party verifying that the system can meet the required fire flow prior to conditions of approval being established. If a third party is being used, they must be approved by the Fire Marshal. If the system is not capable of meeting the required fire flow documentation shall be provided showing financial arrangements have been made and water system improvement plans have been submitted and approved by Rialto Fire Department and the local water purveyor to upgrade the existing water system prior to release of building permits.
121. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus at 75,000 pounds and shall be surfaced to provide all weather driving capabilities. All weather driving capabilities include pavement, concrete, or other approved products or materials as approved by the fire code official. Turf blocks, ritter rings, turf paver and other similar products shall not be used for fire department access surfacing.
122. Any gate or barrier across a fire access roadway, whether manual or automatic, must meet the Rialto Fire Department requirements and have specific plans and permits approved prior to installation. Gates serving multi-family, assembly, educational, hazardous, institutional, or storage structures must be automatic and meet UL 325 and ASTM F2200 standards. Knox brand key-operated electric key switch keyed to Rialto Fire Department specification are required. The Knox switch shall override all gate functions and open the gate. Other access control systems, such as pre-emption device eyes, are required and must be installed as directed by the Fire Marshal.
123. Water improvement plans shall be approved by Rialto Fire Department. The Developer shall furnish Rialto Fire Department with copies of the water improvement plans designed by a Registered Engineer and/or Licensed Contractor. On-site private fire service mains shall have a minimum of eight (8) inch water mains with six (6) inch laterals and risers. Larger pipes may be required to meet required fire flow requirements. Fire hydrants shall provide one 4" port and 2- 2 ½ ports and must be an approved fire hydrant type. The private fire hydrant system must be reviewed, approved, permitted and installed, tested, and accepted, prior to combustible construction.
124. Fire hydrant water mains that supply two (2) or more fire hydrants shall be looped to provide adequate supply.
125. Buildings that exceed 200,000 square feet, or meet the requirements of the local water purveyor, shall have at least two separate points of connection to a water supply, as approved by Rialto Fire Department and the local water purveyor.
126. Prior to combustibles being brought to the site, the developer shall provide written certification from the local water purveyor, dated within the last thirty days, that:

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- A. All public fire hydrants or water purveyor connections required for the project have been installed, tested, and approved; and
- B. Are permanently connected to the public water main system; and
- C. Are capable of supplying the required fire flow as required by Rialto Fire Department.

127. Fire hydrants shall be painted (yellow for public and red for private on-site FH's) per Rialto Fire Department and the local water purveyor standards and be maintained free of obstructions. A five (5) foot (1524 mm) clear space shall be maintained around the circumference of fire hydrants and fire protection systems. Blue reflective raised pavement markers shall be installed on the pavement at approved locations marking each fire hydrant location.

128. Public and private water utility mains must provide the level of reliability/redundancy determined necessary by Rialto Fire Department and the local water purveyor.

129. If any fire hydrant is taken "OUT OF SERVICE" – Rialto Fire Department shall be notified immediately and the hydrant marked, bagged, or otherwise identified as OUT OF SERVICE as directed by the Fire Marshal.

130. Fire lane designations shall be required for all fire access roadways as determined by Rialto Fire Department. Posted signs which state "FIRE LANE, NO PARKING CVC 22500.1" shall be installed every 25 feet along the fire lanes. Curbs shall be painted red and stenciled with white letters indicating the same on the face and top of any curb as directed by Rialto Fire Department. All Fire lanes shall be marked and identified prior to any Certificate of Occupancy being issued.

131. Prior to Fire Department clearance for occupancy, an automatic fire sprinkler system shall be installed. The system shall comply with NFPA #13 Standards for Automatic Fire Sprinkler Systems. Plans will be accepted only electronically and shall include fire sprinkler piping plans and details, hydraulic calculations, and material specifications sheets for all equipment used in the system and shall be submitted per the policy of Rialto Fire Department for electronic submission. These shall be submitted by a State of California Licensed C-16 Contractor for review, approval, and permits must be issued prior to commencing work.

132. Prior to Fire Department Clearance for occupancy, and automatic fire alarm system shall be installed. The system shall comply with NFPA #72 standard for Fire Alarm Systems. Plans and specifications must only be submitted electronically with material specifications sheets for all equipment used in the system and California State Fire Marshal listings (not expired) shall be submitted by a State of California Licensed C-7 and/or C-10 Contractor for review, approval, and permits must be issued prior to commencing work.

- 1 133. Prior to final inspection or occupancy, hand portable fire extinguishers are required to
2 be installed as directed by Rialto Fire Department. The size, location, and markings shall
3 be illustrated on the floor plan of the construction documents. Prior to installation the
4 client is directed to request a fire inspection to confirm the locations of the fire
5 extinguishers due to field changes with business systems that could conflict with the
6 construction documents.
- 7 134. An automatic smoke removal ventilation system (fusible link type) is required. Roof
8 vents, venting ratios and draft curtains shall be provided in accordance with the
9 California Fire Code, NFPA and all other applicable standards. This information shall
10 be provided in sufficient detail on the building construction drawings and submitted to
11 Rialto Fire Department for review, approval and permits must be issued prior to
12 commencing work.
- 13 135. Permanent commercial/industrial three-dimensional street numbers, minimum 12
14 inches in height with a ½ inch stroke, shall be provided on the address side of the
15 building at the highest point and furthest projection of the structure and on both corners
16 (left and right) of the building facing the street that it is addressed to. The address shall
17 be illuminated and visible from the street and shall not be obstructed in any manner,
18 including landscaping. Roof mounted addressing for aerial support shall be provided for
19 flat roofs or as directed by the fire code official and shall be a minimum of 3-feet in
20 height, face the street in which it is addressed, be contrasting in color and durable
21 enough for the weather conditions in which it will be exposed.
- 22 136. Knox emergency access key box is required at each building, with specific mounting
23 locations approved by Rialto Fire Department. For multi-tenant buildings one Knox box
24 shall be provided for every ten tenant spaces and the installation of the Knox box shall
25 be at the fifth (middle) tenant in an approved location. Recessed mount key boxes are
26 required. Premise keys for all buildings, tenants and areas shall be marked/tagged and
27 placed in the box prior to final inspection to ensure emergency access. The building
28 owner/occupants shall provide replacement keys whenever locks are changed.
137. An emergency responder radio coverage plan is required to be submitted, reviewed,
approved and permits issued, prior to commencing work. Emergency responder radio
coverage must meet the requirements of the California Fire Code, Chapter 5, Section
510 and Rialto Fire Department. Field tests are required prior to final inspection or
occupancy.
138. A fire department operational permit is required for certain specific operations regulated
by the California Fire Code. The permit is issued after application has been made to
Rialto Fire Department and full compliance of the requirements for the operation has
been adhered to. An annual fee is charged to the applicant for review and inspection of
such permits on an annual basis. Some permits require additional inspections and permit
compliance that may require additional fees to be paid semi-annually.

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- 139. Provide plans in a PDF file for pre-fire planning use by the fire department. Information shall include locations of all exits, stairwells and roof access. Also, the location of fire hydrants, fire department connections, post indicator valves, backflow prevention, gas meters, electrical panels, water, fire sprinkler risers and standpipe valves and shutoffs, elevator and electrical equipment rooms, fire alarm panels, and remote annunciators. The symbols used for the pre-fire plan must be obtained from Rialto Fire Department. This plan is required to be submitted prior to any type of certificate of occupancy.
- 140. 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, or as approved by the Rialto Police Department. Lighting shall be designed/constructed in such a manner as to automatically turn on at dusk and turn off at dawn.
- 141. The applicant shall illuminate all alleyways, driveways, and uncovered parking areas with a minimum of 1.5-foot candles (at surface level) of light during the hours of darkness, or as approved by the Rialto Police Department. Lighting shall be designed/constructed in such a manner as to automatically turn on at dusk and turn off at dawn.
- 142. The applicant shall illuminate all loading dock areas, truck well areas, and delivery areas with a minimum of 2.0 foot-candles (at surface level) of light during the hours of darkness, or as approved by the Rialto Police Department. Lighting shall be designed/constructed in such a manner as to automatically turn on at dusk and turn off at dawn.
- 143. 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.
- 144. The applicant shall provide an illuminated channel letter addresses prominently placed on the building to be visible to the front of the location and if applicable, visible from the main street to which they are located (e.g. commercial building facing the interior of the property would require two address signs if located adjacent to a roadway), prior to the issuance of a Certificate of Occupancy.
- 145. 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 FusionONE web application.
- 146. The applicant shall install Knox boxes immediately adjacent to the main entrance of the building, at least one (1) rear entrance on the building, and at the gates into the truck court to facilitate the entry of safety personnel 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

1 boxes shall be equipped with the appropriate keys, for each required location, prior to
2 the first day of business. The Knox-Box placement shall be shown on the formal
3 building plan review submittal prior to the issuance of a building permit.

4 147. The applicant shall prominently display the address on the building rooftop to be visible
5 to aerial law enforcement or fire aircraft. Specifications to be followed for alphanumeric
6 characters are as follows: Three (3) foot tall and six (6) inches thick alphanumeric
7 characters. The alphanumeric characters shall be constructed in such a way that they are
8 in stark contrast to the background to which they are attached (e.g. white numbers and
9 letters on a black background), and resistant weathering that would cause a degradation
10 of the contrast.

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

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

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

23 **SECTION 5.** The Mayor shall sign the passage and adoption of this resolution and
24 thereupon the same shall take effect and be in force.
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PASSED, APPROVED, AND ADOPTED this 27th day of January, 2026.

Joe Baca

JOE BACA, Mayor

ATTEST:

Barbara A. McGee

BARBARA A. MCGEE, City Clerk

APPROVED AS TO FORM:

Eric S. Vail

ERIC S. VAIL, City Attorney

1 STATE OF CALIFORNIA)
2 COUNTY OF SAN BERNARDINO) ss
3 CITY OF RIALTO)
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5 I, Barbara A. McGee, City Clerk of the City of Rialto, do hereby certify that the foregoing
6 Resolution No. 8458 was duly passed and adopted at a regular meeting of the City Council of the
7 City of Rialto held on the 27th day of January, 2026.

8 Upon motion of Mayor Pro Tem Scott, seconded by Mayor Baca the foregoing Resolution
9 No. 8458 was duly passed and adopted.

10 Vote on the motion:

11 AYES: Mayor Baca, Mayor Pro Tem Scott, Council Member Carrizales, Montoya & Perez

12 NOES: None

13 ABSENT: None

14 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of
15 Rialto this 27th day of January, 2026.

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Barbara A. McGee

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BARBARA A. MCGEE, City Clerk

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EXHIBIT "C"

TRACT NO.

(Subdivision/Unit No.)

IV5 Locust Gateway Logistics Center, LLC

(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: 5/7/2026

SUBDIVIDER*

By: Auni Latifrai
IV5 LOCUST GATEWAY LOGISTICS CENTER, LLC.

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