



SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF RIALTO

and

RENAISSANCE COMMERCE CENTER, LLC

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

AND

RENAISSANCE COMMERCE CENTER, LLC

Agreement Date: _____

Subdivider Name: RENAISSANCE COMMERCE CENTER, LLC (hereinafter "Subdivider")

Subdivision Name: RENAISSANCE COMMERCE CENTER (hereinafter "Subdivision")

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

Tentative: PARCEL **Map No.:** 20074 (hereinafter "Approved Tentative Map")

(Approval Date: _____ **)**

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

Estimated Total Cost of Improvements: \$ 495,939.90

(Including Street, Storm Drain, Sanitary Sewer Improvements and Traffic Signals/Signs)

Estimated Total Cost of Monumentation: \$ 1,300.00 (Based upon the Plans, including Individual lots, subdivision boundary and public improvements)

Security:

Bond Nos.: CAC719587 & CAC719588

Surety: Merchants Bonding Company (Mutual)

-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:

CITY:	SUBDIVIDER:
City Engineer City of Rialto 150 S. Palm Avenue Rialto, CA 92376 Phone: (909) 820-2602	Name: <u>RENAISSANCE COMMERCE CENTER, LLC</u> Address: <u>101 Shipyard Way, Suite A</u> <u>Newport Beach, CA 92663</u> Phone: <u>949-566-6419</u>
CITY PROJECT INSPECTOR:	SURETY:
City of Rialto Public Works Department 335 W. Rialto Avenue Rialto, CA 92376 Phone: (909) 421-7294	Name: <u>Merchants Bonding Company (Mutual)</u> Address: <u>P.O. BOX 14498</u> <u>Des Moines, IA 50306-3498</u> Phone: <u>(800) 678-8171</u>

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this _____ day of August, 2021, 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 Renaissance Commerce Center, LLC, a California limited liability company (Subdivider").

RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map identified as **Tentative (Tract/Parcel) Map No.** 20074, (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.** 20074 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 \$ 495,939.90.

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. 20074** 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 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 \$ 495,939.90 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 \$ 495,939.90 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 \$ 1,300.00 equal to 100% of the cost thereof.

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

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of \$ 74,391.00 equal to 10% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

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

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

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

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

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

(d) General Requirements for all Security Instruments.

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

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

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

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

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

4.4. Letters of Credit.

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

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

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

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

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

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

(ii) the Works of Improvement have been accepted;

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

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

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

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

5. Cost of Construction and Provision of Inspection Service.

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

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

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

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

8. Default.

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Insurance Requirements. 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 \$1 million combined single limit for bodily injury and property damage providing all of the following minimum coverage without deductibles:
 - (i) Premises operations; including X, C, and U coverage;
 - (ii) Owners' and contractors' protection;
 - (iii) Blanket contractual;
 - (iv) Completed operations; and
 - (v) Products.

(b) Commercial Business Auto policy with a minimum \$1 million combined single limit for bodily injury and property damage, providing all of the following minimum coverage without deductibles:

(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

(i) This policy shall provide coverage for \$1,000,000 Employers' Liability (Coverage B).

(ii) 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."*

(iii) 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 City of Rialto, its officers, employees and agents are hereby added as additional insureds."

(ii) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess, including any self-insured retention the City may have and any other insurance the City does possess shall be considered excess insurance only."

(iii) "This insurance shall act for each insured and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of the insuring company."

(iv) "Thirty (30) days prior written notice of cancellation shall be given to the City of Rialto in the event of cancellation and/or reduction in coverage, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium." Such notice shall be sent to the Risk Manager at the address indicated in Subsection f below.

(v) Subsection d(iv) hereinabove "Cancellation Notice" is the only endorsement required of the Workers' Compensation and Employers' Liability policy.

(e) Admitted Insurers. All insurance companies providing insurance to the Subdivider under this Agreement shall be admitted to transact the business of insurance by the California Insurance Commissioner.

(f) Proof of Coverage. Copies of all required endorsements shall be attached to the Certificate of Insurance which shall be provided by the Subdivider's insurance company as evidence of the coverage required herein and shall be mailed to:

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

12. Environmental Warranty.

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

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

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

time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

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

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

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

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

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

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

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

13. General Provisions.

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

Replacement Subdivider, including Replacement Subdivider's responsibility to furnish replacement Security Instruments meeting the City's approval pursuant to Section 4 of this Agreement. Until such time as a Transfer Agreement, meeting the City's approval, is executed by Subdivider and its Replacement Subdivider, and replacement Security Instruments meeting City's approval are furnished by the Replacement Subdivider, Subdivider retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Authority. The persons executing this Agreement on behalf of the parties warrant the (i) party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into of this Agreement does not violate any provisions of any other Agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

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

CITY OF RIALTO, CALIFORNIA

By: _____
Deborah Robertson, Mayor

APPROVED BY CITY COUNCIL

Date: _____

Agreement No.: _____


ATTEST:

By: _____
Barbara McGee, City Clerk

APPROVED AS TO FORM:

By: _____
Eric S. Vail, City Attorney

RECOMMENDED:

By:  _____
David S. Hammer, P.E.
Public Works Director/City Engineer

SUBDIVIDER

RENAISSANCE COMMERCE CENTER, LLC, a
California limited liability company

By: The Voit Company, L.P. , a California
limited partnership, Manager

By: The Voit Corporation, a California
corporation, General Partner

By:  _____
Timothy F. Regan

Title: Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

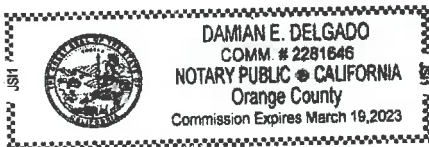
County of ORANGE

On 8-24-2021 before me, DAMIAN E DELGADO Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Timothy F. Regan
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Subdivisions Agreement Document Date: 8-24-2021
 Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Timothy F. Regan
☒ Corporate Officer – Title(s): VICE PRESIDENT
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): pd.
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

EXHIBIT "A"

LEGAL DESCRIPTION

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

THAT PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

LYING SOUTH OF THE FOLLOWING DESCRIBED LINE, BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION, NORTH 0 DEG. 28' 11" WEST, A DISTANCE OF 650.46 FEET FROM THE INTERSECTION OF THE WEST LINE OF LOCUST AVENUE AND THE NORTH LINE OF HIGHLAND AVENUE, SAID POINT BEING A POINT OF CUSP WITH A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 20 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THRU A CENTRAL ANGLE OF 90 DEG. 36' 28" A DISTANCE OF 31.63 FEET; THENCE NORTH 89 DEG. 51' 43" WEST 1,273.43 FEET TO TERMINUS IN THE WEST LINE OF SAID SOUTHEAST 1/4 OF SAID SECTION.

EXCEPT THEREFROM THE INTEREST IN THAT PORTION CONVEYED TO THE COUNTY OF SAN BERNARDINO BY DEED RECORDED MAY 10, 1955, IN BOOK 3640, PAGE 512, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

THE EASTERLY 30 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 28.

ALSO EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 25, 1963, IN BOOK 6016, PAGE 417, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 29, 2002, AS INSTRUMENT NO. 2002-0578151, OFFICIAL RECORDS.

APN: 1133-191-01-0-000

EXHIBIT "B"

TENTATIVE PARCEL MAP 20074 CONDITIONS OF APPROVAL

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



City of Rialto

California

April 16, 2020

Revised

Tim Regan
Renaissance Commerce Center, LLC
101 Shipyard Way
Newport Beach, CA 92663

RE: PRECISE PLAN OF DESIGN NO. 2018-0104 (MASTER CASE NO. 2018-0104):
A request to allow the development of one (1) 34,015 square foot industrial warehouse building, one (1) 24,337 square foot industrial warehouse building, and one (1) 28,837 square foot industrial warehouse building on 5.13 acres of land (APNs: 1133-191-01) located on the south side of Casmalia Street between Laurel Avenue and Locust Avenue within the Freeway Incubator (FI) zone of the Renaissance Specific Plan.

Dear Mr. Regan:

Thank you for the opportunity to review your proposed development. The City of Rialto appreciates and recognizes your commitment to our community. This letter includes conditions of approval, compiled by various divisions and departments in order to make your review process more expedient and convenient.

The City of Rialto is here to make the development of your project a priority and to assure that it is processed in a timely manner. If you need any additional assistance, please do not hesitate to contact me at (909) 820-2535.

On Wednesday, November 13, 2019, the City's Development Review Committee (DRC) approved **Precise Plan of Design No. 2018-0104**, subject to the attached requirements.

Approval of Precise Plan of Design No. 2018-0104 shall not be final until the Applicant has signed the enclosed Statement of Acceptance of Conditions of Approval. The Building and Public Works Department will not begin plan checking for building or grading permits until the signed Statement of Acceptance has been filed with the Planning Division.

DRC approval, as outlined above, does not necessarily imply immediate issuance of building or grading permits. Where applicable, the Applicant is required to submit final engineering and building plans and specifications to the Public Works and the Building Division for plan checking. Time frames for this processing will vary depending on City workload, the complexity of the project and timely submittals.

If you are aggrieved by any of the Conditions set forth in this approval letter, please contact the appropriate staff member as identified in the Conditions of Approval. If you still wish to discuss the justification for a particular condition and prefer to discuss this with the Development Review Committee (DRC), please contact the Planning Division at (909) 820-2535, in order to schedule a meeting with the DRC. Pursuant to City Council Resolution No. 2507, if you still do not concur with the Conditions of Approval by the (DRC), you may appeal the DRC conditions to the Planning Commission. The written appeal shall be filed to the Development Services Department and shall specifically state why you disagree with the Conditions of Approval set forth by the DRC.

Additionally, please take the time to complete the enclosed *Development Review Process Survey*. Your input will greatly assist us in providing the best possible service to residents, developers, and organizations doing business within the City of Rialto.

Should you have any questions or if we may be of any assistance, please do not hesitate to contact this office.

Sincerely,



Daniel Casey
Senior Planner

Enclosures
PPD No. 2018-0104 Conditions

cc: Development Review Committee (via email)



City of Rialto

California

DEVELOPMENT REVIEW COMMITTEE

STATEMENT OF ACCEPTANCE

I, Timothy Regan, dba Renaissance Commerce Center, LLC,
do hereby state that I am aware of all Conditions of Approval for **Precise Plan of Design**
No. 2018-0104 (Master Case No. 2018-0104) and do hereby agree to accept and abide by
all conditions set forth in the approval letter dated April 16, 2020.

Timothy Regan / V.P.
(Print Name/Title)

[Signature]
(Signature)

4/20/20
(Date)



Project Conditions City of Rialto

Project Number: PPD2018-0104

Description: Three (3) new Warehouse Bldgs. totaling 87,192sf

Applied: 11/29/2018

Approved: 11/13/2019

Site Address: LOCUST AVE

Closed:

Expired:

City, State Zip Code: RIALTO, CA 92376

Status: APPROVED

Applicant: The Voit Company, L.P.

Parent Project: MC2018-0104

Owner: Renaissance Commerce Center, LLC

Contractor: <NONE>

Details:

LIST OF CONDITIONS					
SEQ NO	ADDED DATE	REQUIRED DATE	SATISFY DATE	TYPE	STATUS
DEPARTMENT		CONTACT		REMARKS	
1	12/13/2018			P1	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
Precise Plan of Design No. 2018-0104 is approved allowing the development of one (1) 34,015 square foot industrial warehouse building, one (1) 24,337 square foot industrial warehouse building, one (1) 28,837 square foot industrial warehouse building, and associated paving, lighting, fencing, and landscaping on 5.13 gross acres of land (APNs: 1133-191-01) located on the south side of Casmalia Street between Laurel Avenue and Locust Avenue, subject to the conditions of approval contained herein.					
2	12/13/2018			P2	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The approval of Precise Plan of Design No. 2018-0104 is granted for a one (1) year period from April 16, 2020, the date of the approval letter. Any request for an extension shall be reviewed by the Development Review Committee and shall be based on the progress that has taken place toward the development of the project.					
3	12/13/2018			P3	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The development associated with Precise Plan of Design No. 2018-0104 shall conform to the master site plan, floor plans, roof plans, and elevations received by the Planning Division on February 5, 2019, except as may be required to be modified based on the conditions of approval contained herein.					
4	12/13/2018			P4	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The development associated with Precise Plan of Design No. 2018-0104 shall comply with all applicable sections of the Renaissance Specific Plan, the Rialto Municipal Code, and all other applicable State and local laws and ordinances.					



Project Conditions City of Rialto

5	12/13/2018			P5	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The applicant shall comply and abide by all conditions of approval contained within Planning Commission Resolution Nos. 19-54 through 19-56 prior to the issuance of a Certificate of Occupancy.					
6	12/13/2018			P6	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The applicant shall complete and abide by all mitigation measures contained within the Mitigation Monitoring and Reporting Program associated with the Mitigated Negative Declaration (Environmental Assessment Review No. 2018-0112) adopted for the project, prior to the issuance of a Certificate of Occupancy.					
7	12/13/2018			P7	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
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.					
8	12/13/2018			P8	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The applicant shall defend, indemnify and hold harmless the City of Rialto, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, and approval of the City, its advisory agencies, appeal boards, or legislative body concerning Precise Plan of Design No. 2018-0104. The City will promptly notify the applicant of any such claim, action, or proceeding against the City and will cooperate fully in the defense.					
9	12/13/2018			P9	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The applicant shall secure the services of a tribal cultural monitor to be present during all ground disturbance activities associated with the construction of this project. The 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.					
10	12/13/2018			P10	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The applicant shall install decorative pavement within each driveway connected to Casmalia Street and Laurel Avenue. The decorative pavement shall extend across the entire width of each driveway and shall have a minimum depth of thirty (30) feet as measured from the property line along Casmalia Street and fifteen (15) feet as measured from the property line along Laurel Avenue. Decorative pavement means decorative pavers and/or color concrete with patterns and color variety. The location of the decorative pavement shall be identified on the Precise Grading Plan prior to the issuance of a grading permit, and it shall also be identified on the site plan within the formal building plan check submittal prior to the issuance of building permits. The type of decorative pavement shall be identified on the formal Landscape Plan submittal prior to the issuance of building permits.					



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11	12/13/2018			P11	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
In order to provide enhanced building design in accordance with Section 4 of the Renaissance Specific Plan (Design Guidelines), the applicant shall route all downspouts through the interior of each building. The internal downspouts shall be identified within the formal building plan check submittal prior to the issuance of building permits.					
12	12/13/2018			P12	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
In order to provide enhanced building design in accordance with Section 4 of the Renaissance Specific Plan (Design Guidelines), 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.					
13	12/13/2018			P13	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
In order to provide enhanced building design in accordance with Section 4 of the Renaissance Specific Plan (Design Guidelines), the applicant shall provide only internal roof access within each building. The internal roof access shall be identified within the formal building plan check submittal prior to the issuance of building permits.					
14	12/13/2018			P14	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
All new walls installed on site, including retaining walls, shall be comprised of decorative concrete. 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 fifty (50) feet on-center and shall be placed at all corners and ends of the wall. All pilasters shall protrude a minimum six (6) inches above and to the side of the wall. All walls and pilasters shall be identified on the site 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	12/13/2018			P15	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
All entryways into the truck court shall be secured with solid metal gates up to the height of the adjoining wall for the purpose of screening trucks and trailers parked within the truck court. All new gates shall be identified on the site plan, and an elevation detail for the gates shall be included in the formal building plan check submittal prior to the issuance of building permits. The gates shall be painted to match the color of the adjoining wall prior to the issuance of a Certificate of Occupancy.					
16	12/13/2018			P16	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
All new fencing installed on site shall be comprised of tubular steel. Decorative masonry or decorative concrete pilasters, with a minimum dimension of sixteen (16) 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 cultured stone finish. Decorative concrete means painted concrete with patterns, reveals, and/or trim lines. The pilasters shall be spaced a maximum of fifty (50) feet on-center and shall be placed at all corners and ends of the fencing. All decorative masonry pilasters shall include a decorative masonry cap. All fencing and pilasters shall 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.					



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17	12/13/2018			P17	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The applicant shall construct one (1) ADA accessible trash enclosure for each building on the project site. Each trash enclosure shall provide room for one (1) commercial waste container and one (1) commercial recycling container. The exterior of each trash enclosure shall match the material and base color of the building. Additionally, 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 enclosures shall be provided within formal building plan check submittal prior to the issuance of building permits.					
18	12/13/2018			P18	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
All new light standards, including the base, shall have a maximum height of twenty-five (25) feet, as measured from the finished surface. Lighting shall be shielded and/or directed toward the site so as not to produce direct glare or "stray light" onto adjacent properties. All light standards shall be identified on the site plan and a detail indicating the height shall be included within the formal building plan check submittal prior to the issuance of building permits.					
19	12/13/2018			P19	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The applicant shall submit a formal Landscape Plan to the Planning Division prior to the issuance of building permits. The submittal shall include three (3) sets of planting and irrigation plans, a completed Landscape Plan Review application, and the applicable review fee.					
20	12/13/2018			P20	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
All landscape plant species installed on site shall comply with the approved Plant Palette of the Renaissance Specific Plan, unless specified otherwise herein.					
21	12/13/2018			P21	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The applicant shall plant one (1) tree every three (3) parking spaces. All parking lot trees shall be a minimum of fifteen (15) gallons in size, upon initial planting. 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 identified on the formal Landscape Plan submittal prior to the issuance of a landscape permit.					
22	12/13/2018			P22	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The applicant shall plant one (1) tree every thirty (30) feet on-center within the on-site landscape setbacks along Casmalia Street, Laurel Avenue, and Locust Avenue. All trees within the landscape setbacks shall be a minimum of twenty-four (24) inch box in size, upon initial planting. Thereafter, the trees within the landscape setback shall be permanently irrigated and maintained. At least fifty (50) percent of the trees 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.					



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23	12/13/2018			P23	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The applicant shall plant one (1) tree every thirty (30) feet on-center within the on-site landscape easements along Casmalia Street and Locust Avenue. All trees within the landscape easements shall be a minimum of twenty-four (24) inch box in size, upon initial planting. Thereafter, the trees within the landscape easement shall be permanently irrigated and maintained. At least fifty (50) percent of the trees within the easement 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.					
24	12/13/2018			P24	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The applicant shall plant one (1) tree every thirty (30) feet on-center within the public right-of-way parkway along Casmalia Street. All trees within the public right-of-way parkway shall be a minimum of twenty-four (24) inch box in size, upon initial planting. Thereafter, the trees within the public right-of-way parkway shall be permanently irrigated and maintained, as required by the Public Works Department. The street tree species along Casmalia Street shall be the Hymenosporum Flavum "Wedding Tree" and/or the Pistachia Chinensis "Chinese Pistache". The trees shall be identified on the formal Landscape Plan submittal prior to the issuance of building permits.					
25	12/13/2018			P25	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The applicant shall plant one (1) tree every thirty (30) feet on-center within the public right-of-way parkway along Laurel Avenue. All trees within the public right-of-way parkway shall be a minimum of twenty-four (24) inch box in size, upon initial planting. Thereafter, the trees within the public right-of-way parkway shall be permanently irrigated and maintained, as required by the Public Works Department. The street tree species along Laurel Avenue shall be the Liriodendron Tulipifera "Tulip Tree" and/or the Geijera Parviflora "Australian Willow". The trees shall be identified on the formal Landscape Plan submittal prior to the issuance of building permits.					
26	12/13/2018			P26	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The applicant shall plant one (1) tree every thirty (30) feet on-center within the public right-of-way parkway along Locust Avenue. All trees within the public right-of-way parkway shall be a minimum of twenty-four (24) inch box in size, upon initial planting. Thereafter, the trees within the public right-of-way parkway shall be permanently irrigated and maintained, as required by the Public Works Department. The street tree species along Locust Avenue shall be the Robinia Idahoensis "Idaho Locust". The trees shall be identified on the formal Landscape Plan submittal prior to the issuance of building permits.					
27	12/13/2018			P27	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The applicant shall plant a row of shrubs at the rear of the landscape setback for areas adjacent to vehicle parking areas for the purpose of screening vehicles. All parking lot screen shrubs shall be a minimum of five (5) gallons in size upon initial planting, and the shrubs shall be spaced no more than three (3) feet on-center. Thereafter, the parking lot screen shrubs shall be permanently irrigated and maintained into a continuous box-shape with a height of no less than three and one-half (3.5) feet above the finished grade. The shrubs shall be identified on the formal Landscape Plan submittal prior to the issuance of a landscape permit.					



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28	12/13/2018			P28	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The applicant shall plant shrubs that surround all ground mounted equipment and utility boxes, including transformers, fire-department connections, backflow devices, etc. for the purpose of providing screening of said equipment and utility boxes. All equipment and utility box screen shrubs shall be a minimum of five (5) gallons in size upon initial planting, and the shrubs shall be spaced no more than three (3) feet on-center. Thereafter, the equipment and utility box screen shrubs shall be permanently irrigated and maintained into a continuous box-shape with a height of no less than three and one-half (3.5) feet above the finished grade. The shrubs shall be identified on the formal Landscape Plan submittal prior to the issuance of a landscape permit.					
29	12/13/2018			P29	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The applicant shall plant a substantial amount of 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 areas, and driveways. Trees shall be planted a minimum of thirty (30) feet on-center, and all shrubs and groundcover shall be planted an average of three (3) feet on-center or less. All trees shall be minimum of fifteen (15) gallons in size upon initial planting, unless otherwise specified herein. All shrubs shall be a 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 on-site and off-site 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.					
30	12/13/2018			P30	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
All planting and irrigation shall be installed on-site in accordance with the approved landscape plans and permit prior to the issuance of a Certificate of Occupancy. The 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.					
31	12/13/2018			P31	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
Any tubular steel fencing and/or sliding gates shall be painted black prior to the issuance of a Certificate of Occupancy, unless specified otherwise herein.					
32	12/13/2018			P32	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
All non-glass doors shall be painted to match the color of the adjacent wall prior to the issuance of a Certificate of Occupancy.					
33	12/13/2018			P33	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
All signage on each building shall comply with Section 5 (Signs) of the Renaissance Specific Plan.					



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34	12/13/2018			P34	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes: The applicant shall obtain any necessary approvals and permits that may be required by any State and local agencies prior to the issuance of a Certificate of Occupancy.					
35	12/11/2018			B1	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Provide three to five (3-5) full sets of construction plans and documentation for plan review of the proposed project. Below you will find a list of the plans and documents Building and Safety will need for plan review. The initial plan review will take approximately two weeks on most projects. Provide the following sets of plans and documents. Building and Safety submittal required at first plan review					
36	12/11/2018			B2	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: (3-5) Full Architectural and Structural Plans with all MEP plans (2) Structural Calculations (2) Sets of Truss Calculations and Layout (2) Rough Grading Plans approved by Engineering (2) Water Quality Management Plan, (WQMP) and Erosion Control Plan (2) Storm water Pollution Prevention Plan (2) Title 24 Energy Calculations					
37	12/11/2018			B3	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: All structures shall be designed in accordance with the 2016 California Building Code, 2016 California Mechanical Code, 2016 California Plumbing Code, and the 2016 California Electrical Code, 2016 Residential Code and the 2016 California Green Buildings Standards adopted by the State of California.					
38	12/11/2018			B4	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Scope of work on Title page with all proposed work called out that you want permitted (ex. Main structure, perimeter walls, trash enclosure, light standards)					
39	12/11/2018			B5	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Any and all deferred submittals must be approved prior to first submittal					
40	12/11/2018			B6	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: The Developer/Owner is responsible for the coordination of the final occupancy. The Developer/Owner shall obtain clearances from each department and division prior to requesting a final building inspection from Building and Safety. Each department shall sign the bottom of the Building and Safety Job Card					



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41	12/11/2018			B7	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Building and Safety inspection requests can be made twenty four (24) hours in advance for next day inspection. Please contact (909) 820-2505 to schedule an inspection. You may also request inspections at the Building and Safety public counter					
42	12/11/2018			B8	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: All construction sites must be protected by a security fence and screening. The fencing and screening shall be maintained at all times to protect pedestrians					
43	12/11/2018			B9	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Temporary toilet facilities shall be provided for construction workers. The toilet facilities shall be maintained in a sanitary condition. Construction toilet facilities of the non-sewer type shall conform to ANSI ZA.3					
44	12/11/2018			B10	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Design criteria for the City of Rialto are: Ultimate wind speed of 130, exposure C seismic zone D					
45	12/11/2018			B11	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Construction projects which require temporary electrical power shall obtain an Electrical Permit from Building and Safety. No temporary electrical power will be granted to a project unless one of the following items is in place and approved by Building and Safety and the Planning Department. (A) Installation of a construction trailer, or, (B) Security fenced area where the electrical power will be located					
46	12/11/2018			B12	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Installation of construction/sales trailers must be located on private property. No trailers can be located in the public street right of way					
47	12/11/2018			B13	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Site development and grading shall be designed to provide access to all entrances and exterior ground floors exits and access to normal paths of travel, and where necessary to provide access. Paths of travel shall incorporate (but not limited to) exterior stairs, landings, walks and sidewalks, pedestrian ramps, curb ramps, warning curbs, detectable warning, signage, gates, lifts and walking surface materials. 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 site, California Building Code, (CBC) Chapter 11, Sec. 11A and 11B					



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48	12/11/2018			B14	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: The City enforces the State of California provisions of the California Building Code disabled access requirements. The Federal Americans with Disabilities Act (ADA) standards may differ in some cases from the California State requirements, therefore it is the building owners responsibility to be aware of those differences and comply accordingly					
49	12/11/2018			B15	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Site facilities such as parking open or covered, recreation facilities, and trash dumpster areas, and common use areas shall be accessible per the CBC, Chapter 11					
50	12/11/2018			B16	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Separate permits are required for all accessory structures; example would be detached trash enclosures, patios, block walls, and storage buildings					
51	12/11/2018			B17	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Provide location on plans for "Illuminated address/es"					
52	12/11/2018			B18	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Pursuant to the California Business and Professions Code Section 6737, most projects are required to be designed by a California Licensed Architect or Engineer. The project owner or developer should review the section of the California Codes and comply with the regulation					
53	12/11/2018			B19	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Fire sprinklers, fire alarm systems and fire hydrant plans shall be submitted for plan review concurrently with building plans and shall be approved prior to permit issuance					
54	12/11/2018			B20	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: When required, three (3) copies of the building plans shall be submitted to the County Department of Environmental Health for approval, prior to submittal of the plans to the Building Division for plan review. Permits will not be issued or plans approved until two copies of the approved health plans have been received and reviewed by the Building Division					



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55	12/11/2018			B21	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Normal Building Division business hours are Monday through Thursday between 7:00 a.m. and 6:00 p.m. Normal Inspection hours are 8:00 a.m. to 5:00 p.m. Inspection requests shall be made at least one business day prior to the inspection date. No overtime inspections are available and deputy inspectors shall not perform required inspection under any circumstance					
56	12/11/2018			B22	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Permitted hours for construction work from October 1st through April 30th are Monday Friday, 7:00 a.m. to 5:30 p.m. and Saturday 8:00 a.m. to 5:00 p.m. From May 1st through September 30th permitted hours for construction is Monday- Friday, 6:00 a.m. to 7:00 p.m. and Saturday 8:00 a.m. to 5:00 p.m. Construction is prohibited on Sundays and State holidays					
57	12/11/2018			B23	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Place PPD conditions of approval on the plans and include the PPD number on right bottom corner cover page in 20 point bold					
58	12/11/2018			B24	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: 65% of all construction and demo debris shall be recycled using an approved City of Rialto recycling facility. 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					
59	12/11/2018			B25	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Due to the proximity to the San Andreas Fault and the constant ground movement, the following are required: 1. All underground piping/conduits will have 6 of sand shading under and 12 of sand shading over. 2. All electrical runs with a hot and common wire will have a ground wire					
60	12/11/2018			B26	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Prior to the issuance of a Building Permit, the applicant shall pay all Development Improvement Fees to the City. Copies of receipts shall be provided to Building and Safety prior to permit issuance					
61	12/11/2018			B27	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Prior to issuance of a Building Permit all of the following must be in place: portable toilet with hand wash station, all BMP's, fencing and signage on each adjacent 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.					



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62	12/11/2018			B28	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes:					
All on site utilities shall be underground to the new proposed structure unless prior approval has been obtained by the utility company or the City					
63	12/11/2018			B29	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes:					
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					
64	12/11/2018			B30	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes:					
Prior to issuance of Building Permits, site grading final and pad certifications shall be submitted to Building and Safety to include elevation, orientation, and compaction. The certifications are required to be signed by the engineer of record					
65	12/11/2018			B31	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes:					
Prior to issuance of Building Permits, school fees need to be paid to school district where project is located					
66	12/11/2018			B32	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes:					
Prior to issuance of Building Permits, Precise Grading Plans approved by Engineering.					
67	12/11/2018			B33	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes:					
All construction projects shall comply with the National Pollutant Discharge Elimination Systems (NPDES) and the current County of San Bernardino Storm Water Permit, MS-4					
68	12/11/2018			B34	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes:					
Per Rialto Fire, provide permanent or temporary fire protection before construction					
69	12/11/2018			B35	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes:					
No "Future" or "Proposed" items on plans					



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70	11/27/2019			FD-OTHER	PPD CONDITION
FIRE DEPARTMENT		KERRI WALTON			
Notes: The applicant shall comply with all applicable requirements of Chapter 15.28 (Fire Code) of the Rialto Municipal Code and the California Fire Code.					
71	11/13/2019			PD1	PPD CONDITION
POLICE DEPARTMENT		SGT. JOSHUA LINDSAY			
Notes: ALL: Lighting of pedestrian access areas. All walkways, passageways, and locations where pedestrians are likely to travel, shall be illuminated with a minimum of 1.5-foot candles (at surface level) of light during the hours of darkness. Lighting shall be designed/constructed in such a manner as to automatically turn on at dusk and turn off at dawn.\r\r					
72	11/13/2019			PD2	PPD CONDITION
POLICE DEPARTMENT		SGT. JOSHUA LINDSAY			
Notes: All: Lighting of vehicle access areas. All alleyways, driveways, and uncovered parking areas shall be illuminated with a minimum of 1.5-foot candles (at surface level) of light during the hours of darkness. Lighting shall be designed/constructed in such a manner as to automatically turn on at dusk and turn off at dawn.\r\r					
73	11/13/2019			PD3	PPD CONDITION
POLICE DEPARTMENT		SGT. JOSHUA LINDSAY			
Notes: ALL: Light fixtures and lighting hardware. All lighting fixtures and luminaries, including supports, poles and brackets, shall be designed/constructed in such a manner as to resist vandalism and/or destruction by hand.\r\r					
74	11/13/2019			PD4	PPD CONDITION
POLICE DEPARTMENT		SGT. JOSHUA LINDSAY			
Notes: ALL: Address shall be illuminated during hours of darkness and prominently placed to be both visible to the front of the location and if applicable, visible to 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).\r\r					
75	11/13/2019			PD5	PPD CONDITION
POLICE DEPARTMENT		SGT. JOSHUA LINDSAY			
Notes: ALL: Exterior security cameras shall be installed at the location and cover the entire property. The security cameras shall be accessible to the Rialto Police Department via the internet. For spec buildings it is conditioned that at time of occupancy the cameras shall be installed, functional, and approved by the Rialto Police Department.					
76	11/13/2019			PD6	PPD CONDITION
POLICE DEPARTMENT		SGT. JOSHUA LINDSAY			
Notes: ALL: Install MUTCD approved No Stopping signage along the streets adjacent to the property.\r\r					



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77	11/13/2019			PD13	PPD CONDITION
POLICE DEPARTMENT		SGT. JOSHUA LINDSAY			
Notes: COMMERCIAL/INDUSTRIAL: Lighting of truck well/dock/delivery areas. All loading dock areas truck well areas, and delivery areas shall be provided with a minimum of two (2) foot candles power as measured at the surface level. Lighting shall be designed/constructed in such a manner as to turn on at dusk and off at dawn automatically.					
78	11/13/2019			PD14	PPD CONDITION
POLICE DEPARTMENT		SGT. JOSHUA LINDSAY			
Notes: COMMERCIAL/INDUSTRIAL: Knox boxes. (All that apply) The main gate, main doors to the building, and at least one rear door to each suite, shall have, immediately adjacent to them, a Knox box to facilitate the entry of safety personnel. Knox boxes shall be installed in such a manner as to resist vandalism, removal, or destruction by hand, and be fully recessed into the building. Knox Boxes shall be equipped with the appropriate keys, for each required location, prior to the first day of business.					
79	11/13/2019			PD16	PPD CONDITION
POLICE DEPARTMENT		SGT. JOSHUA LINDSAY			
Notes: COMMERCIAL/INDUSTRIAL: Address prominently displayed on all building rooftops visible to aerial law enforcement or fire aircraft. Specifications to be followed for alphanumeric characters are as follows: Three (3) foot tall and six (6) inches thick alphanumeric characters. The alphanumeric characters shall be constructed in such a way that they are in stark contrast to the background to which they are attached (e.g. white numbers and letters on a black background), and resistant weathering that would cause a degradation of the contrast. Suite numbers are required on all buildings with multiple suites and shall be located directly above the respective suites following the above listed guidelines.					
80	2/21/2019			ED1	PPD CONDITION
ECONOMIC DEV DIV		JOHN DUTREY			
Notes: The proposed project is subject to the payment of Development Impact Fees pursuant to Rialto Municipal Code, Section 3.33.					
81	2/21/2019			ED3	PPD CONDITION
ECONOMIC DEV DIV		JOHN DUTREY			
Notes: Applicant/Developer shall be assessed and shall pay the following development impact fees estimated below prior to the issuance of building permits or prior to issuance of Certificate of Occupancy (Residential Only). Fees noted below are subject to annual adjustments as established by the current fee ordinance. Fees shall be assessed and paid at the current amount as of the date payment is made in full.					
82	2/21/2019			ED4	PPD CONDITION
ECONOMIC DEV DIV		JOHN DUTREY			
Notes: Applicant/Developer has the right to protest the imposition of any development impact fee or exaction for the project. Developer shall have ninety (90) days from the date these conditions are established in which to challenge or protest the amount of the fees or exactions assessed upon the project.					



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83	2/21/2019			ED5	PPD CONDITION
ECONOMIC DEV DIV		JOHN DUTREY			
Notes: Applicant/Developer shall use best faith efforts provide employment opportunities for Rialto residents. The Developer/Applicant shall use best faith efforts to recruit and hire local residents for all full and part time employment opportunities during construction and as part of daily business operations. Developer/Applicant efforts shall include on-site job recruitment. The Developer/Applicant/Employer shall furnish the Development Services Department with the dates and times for on-site job recruitment, which will be posted on the City website and advertised on the Rialto Network					
84	2/21/2019			ED6	PPD CONDITION
ECONOMIC DEV DIV		JOHN DUTREY			
Notes: Applicant/Developer shall use best faith efforts to recruit and hire local contractors, laborers, and resident for any full and part time construction related employment opportunities.					
85	2/21/2019			ED7	PPD CONDITION
ECONOMIC DEV DIV		JOHN DUTREY			
Notes: Applicant/Developer shall use best faith efforts to require all contractors to purchase all construction related materials from local vendors and suppliers. Developer/Applicant shall designate and/or require their contractors and suppliers to designate the City of Rialto as the point of sale for all taxable materials and equipment purchased for the project.					
86	2/21/2019			ED9	PPD CONDITION
ECONOMIC DEV DIV		JOHN DUTREY			
Notes: Project is located within the Renaissance Specific Plan Area and is subject to the Renaissance Specific Plan /EIR Fee and the Renaissance Specific Plan Fair Share Traffic Fee.					
87	11/14/2019			BL1	PPD CONDITION
BUSINESS LICENSE DIV		ANTHONY RAMIREZ			
Notes: The Developer or General Contractor shall identify each contractor and subcontractor hired to work at the job site on the Contractor Sublist form and return it to the Business License Division with a Business License application and the Business License tax fee based on the Contractors tax rate for each contractor listed on the form (see attached)					
88	11/14/2019			BL5	PPD CONDITION
BUSINESS LICENSE DIV		ANTHONY RAMIREZ			
Notes: Prior to issuance of a Certificate of Occupancy, the Lessor of the property shall pay a business license tax based on the Multi-Unit Rental tax rate Prepared By: _____					
89	12/4/2019			EN2	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GENERAL: All Public Works and Engineering requirements shall be completed to the satisfaction of the City Engineer prior to issuance of a Certificate of Occupancy unless otherwise noted					



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90	12/4/2019			EN3	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GENERAL: Prior to issuance of a building permit, the developer shall pay all applicable development impact fees in accordance with the current City of Rialto fee ordinance including Transportation Fair Share Contribution fees.					
91	12/4/2019			EN4	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GENERAL: Prior to issuance of a building permit, the Precise Grading/Paving Plan shall be approved by the City Engineer.					
92	12/4/2019			EN-OTHER	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GENERAL: Prior to the issuance of Grading/On-site Construction Permit, the developer shall apply and complete the Special District Annexation for the public street lighting and the public landscape and irrigation, including applicable easement areas, parkway areas, and raised medians along the property frontage.					
93	12/4/2019			EN5	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GENERAL: A City of Rialto Off-site Construction Permit is required for any improvements within the public right-of-way. In an effort to expedite and facilitate improvements in the public right-of-way, the applicant is responsible for submitting a multi-phase master plan traffic control plan which includes all phases of construction in the public right-of-way i.e. sewer, water, overhead, underground, etc. prior to the issuance of Off-Site Construction Permit/Encroachment Permit. Note, in an effort to simplify the permitting process, a single master Off-Site Construction Permit shall replace individual Encroachment Permits to be pulled by the developer's contactor.					
94	12/4/2019			EN6	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GENERAL: Submit street improvement plans prepared by a registered California civil engineer to the Engineering Division for review. Unless otherwise approved, the street improvement plans shall be submitted, reviewed, and approved concurrently with any street light, landscape and irrigation, traffic signal plans, etc. The plans shall be City Engineer approved prior to issuance of any building permits.					
95	12/4/2019			EN7	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GENERAL: Submit traffic striping and signage plans prepared by a California registered civil engineer, for review and approval by the City Engineer. All required traffic striping and signage improvements shall be completed concurrently with required street improvements, to the satisfaction of the City Engineer, and prior to issuance of a building permit. Approved traffic striping and signage plans must include required Class II thermoplastic Bicycle Facilities as referenced on the San Bernardino County Non-Motorized Transportation Plan – June 2018, Figure 5.36, Sheet 5-150.					



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96	12/4/2019			EN8	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
GENERAL: Submit off-site landscaping and irrigation system improvement plans for review and approval at the time of first (1st) public improvement plan submittal to the Public Works Department. The median, parkway, and landscape easement irrigation system shall be separately metered from the on-site private irrigation to be maintained for a period of one (1) year and annexed into a Special District. The off-site landscape and irrigation plans must show separate electrical and water meters to be annexed into the Landscape and Lighting Maintenance District No. 2 via a City Council Public Hearing. The landscape and irrigation plans shall be approved concurrently with the street improvement plans, including the median portion, prior to issuance of a building permit. The landscaping architect must contact the City of Rialto Landscape Contract Specialist at (909) 820-2602 to ensure all landscape and irrigation guidelines are met prior to plan approval. Electrical and water irrigation meter pedestals must not be designed to be installed at or near street intersections or within a raised median to avoid burdensome traffic control set-up during ongoing maintenance. The off-site landscape and irrigation plans shall be designed in accordance with the Public Works Landscape Maintenance District Guidelines.					
97	12/4/2019			EN9	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
GENERAL: All median, parkway, and landscaping easement irrigation shall be guaranteed for a period of one year from the date of 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.					
98	12/4/2019			EN10	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
GENERAL: All proposed trees within the public right-of-way and within 10 feet of the public sidewalk and/or curb shall have City approved deep root barriers installed in accordance with the Public Works Landscape and Irrigation Guidelines.					
99	12/4/2019			EN11	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
GENERAL: The developer shall apply and complete annexation of the underlying property into City of Rialto Landscape and Lighting Maintenance District No. 2 ("LLMD 2") prior to issuance of any Grading/On-Site Construction Permits. 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 and/or parkway landscaping in the public right-of-way, or any new public street lighting improvements, to be maintained by the City of Rialto. Due to the required City Council Public Hearing action, the annexation process takes months and as such the developer is advised to apply for Special District annexation early in the process to avoid any delays at Certificate of Occupancy.					
100	12/4/2019			EN12	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
GENERAL: All new street lights shall be installed on an independently metered, City-owned underground electrical system. The developer shall be responsible for applying with Southern California Edison (SCE) for all appropriate service points and electrical meters. New meter pedestals shall be installed and electrical service paid by the developer, until such time as the improvements have been accepted and the underlying property is annexed into LLMD 2. 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.					



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101	12/4/2019			EN-OTHER	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
GENERAL: The developer is responsible for requesting from the Public Works Department any addresses needed for any building(s) and/or any electrical/water single/dual irrigation meter pedestal(s). The main building address shall be included on Precise Grading Plans and Building Plan set. The electrical meter pedestal addresses (single or dual) shall be included in the public improvement plans.					
102	12/4/2019			EN13	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
GENERAL: Construct asphalt concrete paving for streets in two separate lifts. The final lift of asphalt concrete pavement shall be postponed until such time that on-site construction activities are complete, as may be determined by the City Engineer. Paving of streets in one lift prior to completion of on-site construction will not be allowed, unless prior authorization has been obtained from the City Engineer. Completion of asphalt concrete paving for streets prior to completion of on-site construction activities, if authorized by the City Engineer, will require additional paving requirements prior to acceptance of the street improvements, including, but not limited to: removal and replacement of damaged asphalt concrete pavement, overlay, slurry seal, or other repairs, as required by the City Engineer					
103	12/4/2019			EN-OTHER	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
GENERAL: All street cuts for utilities shall be repaired in accordance with City Standard SC-231 within 72 hours of completion of the utility work; and any interim trench repairs shall consist of compacted backfill to the bottom of the pavement structural section followed by placement of standard base course material in accordance with the Standard Specifications for Public Work Construction ("Greenbook"). The base course material shall be placed 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.					
104	12/4/2019			EN14	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
GENERAL: Any utility trenches or other excavations within existing asphalt concrete pavement of off-site streets required by the proposed development shall be backfilled and repaired in accordance with City of Rialto Standard Drawings. The developer shall be responsible for removing, grinding, paving and/or overlaying existing asphalt concrete pavement of off-site streets as required by and at the discretion of the City Engineer, including pavement repairs in addition to pavement repairs made by utility companies for utilities installed for the benefit of the proposed development (i.e. Fontana Water Company, Southern California Edison, Southern California Gas Company, Time Warner, Verizon, etc.). Multiple excavations, trenches, and other street cuts within existing asphalt concrete pavement of off-site streets required by the proposed development may require complete grinding and asphalt concrete overlay of the affected off-site streets, at the discretion of the City Engineer. The pavement condition of the existing off-site streets shall be returned to a condition equal to or better than what existed prior to construction of the proposed development.					
105	12/4/2019			EN15	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
GENERAL: In accordance with Chapter 15.32 of the City of Rialto Municipal Code, all existing electrical distribution lines of sixteen thousand volts or less and overhead service drop conductors, and all telephone, television cable service, and similar service wires or lines, which are on-site, abutting, and/or transecting, shall be installed underground. Utility undergrounding shall extend to the nearest off-site power pole; no new power poles shall be installed unless otherwise approved by the City Engineer. A letter from the owners of the affected utilities shall be submitted to the City Engineer prior to approval of the Grading Plan, informing the City that they have been notified of the City's utility undergrounding requirement and their intent to commence design of utility undergrounding plans. When available, the utility undergrounding plan shall be submitted to the City Engineer identifying all above ground facilities in the area of the project to be undergrounded					



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106	12/4/2019			EN16	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
GENERAL: All damaged, destroyed, or modified pavement legends, traffic control devices, signing, striping, and street lights, associated with the proposed development shall be replaced as required by the City Engineer prior to issuance of a Certificate of Occupancy					
107	12/4/2019			EN17	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
GENERAL: Construction signing, 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					
108	12/4/2019			EN18	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
GENERAL: Upon approval of any improvement plan by the City Engineer, the improvement plan shall be provided to the City in digital format, consisting of a DWG (AutoCAD drawing file), DXF (AutoCAD ASCII drawing exchange file), and PDF (Adobe Acrobat) formats. 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.					
109	12/4/2019			EN-OTHER	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
TRANSPORTATION: Prior to the issuance of a building permit, the developer is required to pay Transportation Commission recommended Traffic Impact Analysis (TIA) Project Fair Share Contribution fees as indicated on the September 4, 2019 Transportation Commission meeting in the amount of \$51,818.00. The amount is broken down as follows: • Alder Avenue & Casmalia Street (2.1% or \$3,885) i. Add NB right turn lane ii. Modify the traffic signal to implement overlap phasing on the NB right turn • Alder Avenue & I-210 Westbound Ramps (1.4% or \$33,664) i. Add 2nd NB left turn lane ii. Add SB right turn lane iii. Add 2nd SB right turn lane iv. Add 2nd WB left turn lane • Alder Avenue & I-210 Eastbound Ramps (0.6% or \$13,253) i. Add NB right turn lane ii. Add 2nd NB right turn lane iii. Add 2nd SB left turn lane iv. Add EB left turn lane v. Add 2nd EB right turn lane • Locust Avenue & Casmalia Street (0% or \$0) i. Add 2nd WB through lane • TOTAL \$50,802 plus an additional 2 percent = \$51,818					
110	12/4/2019			EN-OTHER	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
TRANSPORTATION: The developer will be responsible for the Design/Construction of the existing traffic signal at Laurel Avenue and Casmalia Street to accommodate egress/ingress into the facility and contribute to the City the cost of the installation of the existing traffic signal that was installed by Thrifty Oil Co.					
111	12/4/2019			EN-OTHER	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
TRANSPORTATION: Perform a queue analysis of the proposed west bound left turn pocket to prevent vehicular queue spill over onto the westbound no. 1 lane. Based on the queue analysis, the extension length of the left turn pocket on the existing raised median will be determined and thus modified.					



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112	12/4/2019			EN-OTHER	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: TRANSPORTATION: Install Class II thermoplastic Bicycle Facilities as referenced on the San Bernardino County Non-Motorized Transportation Plan -- Revised June 2018, Figure 5.36, Sheet 5-150 along the entire project frontage.					
113	12/4/2019			EN-OTHER	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: TRANSPORTATION: Install "No Stopping Any Time" R26A(S) (CA) signage along the entire frontage.					
116	12/4/2019			EN-OTHER	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: TRANSPORTATION: Entering trucks can utilize the two driveways along Casmalia Street, the radii needs to be adjusted to accommodate the turning radiuses for trucks.					
117	12/4/2019			EN-OTHER	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: TRANSPORTATION: Modify the fair share contributions to the Alder Avenue Bridge improvements based on the new distribution of trucks utilizing the route.					
118	12/4/2019			EN-OTHER	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: SAFE ROUTES TO SCHOOL PROGRAM (SRTS): Construct City Council approved Safe Routes to School (SRTS) improvements in the public right-of-way if applicable.					
119	12/4/2019			EN-OTHER	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: OMNITRANS: The developer shall be responsible for coordinating with Omnitrans regarding the location of existing, proposed, and future bus stops along the property frontage of all public streets. The developer 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 developer shall design all bus stops to accommodate the Omnitrans Premium Shelters. Prior to Certificate of Occupancy, the developer 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, bus turnouts are required to accommodate proposed bus stops in accordance with the City Standards and as approved by the City Engineer.					
120	12/4/2019			EN20	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: CASMALIA STREET (Secondary Arterial per RSP): Reconstruct the existing raised and landscaped Median Island along frontage of property in accordance with the City Standards, the Renaissance Specific Plan and as approved by the City Engineer. The median nose width shall have stamped concrete. The left turn pockets shall be City Engineer approved and designed in accordance with Section 405 of the current edition of the Caltrans Highway Design Manual.					



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121	12/4/2019			EN21	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
CASMALIA STREET (Secondary Arterial per RSP): Dedicate additional right-of-way along the entire frontage as may be required to provide a property line – corner cutback at the corner of Casmalia Street and Locust Avenue and at the corner of Casmalia Street and Laurel Avenue in accordance with the Renaissance Specific Plan and as approved by the City Engineer. Nothing shall be constructed or planted in the corner cut-off area which does or will exceed 30 inches in height required to maintain an appropriate corner sight distance.					
122	12/4/2019			EN21	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
CASMALIA STREET (Secondary Arterial per RSP): Dedicate additional right-of-way along the entire frontage as may be required to provide a property line at ultimate right-of-way of 50 feet from street centerline in accordance with the City's Renaissance Specific Plan.					
123	12/4/2019			EN22	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
CASMALIA STREET (Secondary Arterial per RSP): Dedicate a 10 feet wide easement for landscape purposes along the entire frontage in accordance with the City's Renaissance Specific Plan. Separate public landscape and irrigation improvement plans shall include this easement.					
124	12/4/2019			EN23	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
CASMALIA STREET (Secondary Arterial per RSP): Remove existing, and construct new pavement with a minimum pavement section of 5 inches asphalt concrete pavement over 6 inches crushed aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, along the entire half-width street frontage in accordance with City of Rialto Standard Drawings. The pavement section shall be determined using a Traffic Index ("TI") of 10. A California registered Geotechnical Engineer shall design the pavement section using "R" values from the project site and submitted to the City Engineer for approval. Alternatively, depending on the existing street condition and as approved by the City Engineer, a street overlay, slurry seal, or other repair can be performed to preserve existing pavement improvements.					
125	12/4/2019			EN24	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
CASMALIA STREET (Secondary Arterial per RSP): Reconstruct any chipped, broken, or otherwise damaged 8-inch curb and gutter 36 feet from the street centerline along the entire frontage in accordance with City of Rialto Standard Drawings and the Renaissance Specific Plan.					
126	12/4/2019			EN25	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
CASMALIA STREET (Secondary Arterial per RSP): Construct a new underground electrical system for public street lighting improvements. New marbelite street light poles with LED light fixtures shall be installed as approved by the City Engineer, in accordance with City of Rialto Standard Drawings					



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127	12/4/2019			EN26	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
CASMALIA STREET (Secondary Arterial per RSP): Construct a 6 feet wide Americans with Disabilities Act (ADA) compliant sidewalk 8 feet behind curb along the entire frontage in accordance with the Renaissance Specific Plan and the City of Rialto Standard Drawings. The reconstructed sidewalk along the property limits shall be compliant with Americans with Disabilities Act (ADA) standards prior to issuance of a Certificate of Occupancy.					
128	12/4/2019			EN27	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
CASMALIA STREET (Secondary Arterial per RSP): Construct a commercial driveway approach in accordance with City of Rialto Standard Drawings. 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 or will exceed 30 inches in height required to maintain an appropriate corner sight distance					
129	12/4/2019			EN28	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
CASMALIA STREET (Secondary Arterial per RSP): Construct a curb ramp meeting current California State Accessibility standards along both sides of the commercial driveway approach. The developer shall 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. If necessary, additional pedestrian and sidewalk easements shall be provided on-site to construct a path of travel meeting ADA guidelines					
130	12/4/2019			EN29	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
CASMALIA STREET (Secondary Arterial per RSP): Construct a curb ramp meeting current California State Accessibility standards at the corner of Casmalia Street and Locust Avenue and at the corner of Casmalia Street and Laurel Avenue in accordance with City of Rialto Standard Drawings. This may trigger a traffic signal modification plan and thus the Civil plans should confer with the Traffic improvement plans.					
131	12/4/2019			EN30	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
LAUREL AVENUE (Commercial Industrial per RSP): Dedicate additional right-of-way along the entire frontage as may be required to provide a property line – corner cutback at the corner of Casmalia Street and Laurel Avenue in accordance with the Renaissance Specific Plan and as approved by the City Engineer. Nothing shall be constructed or planted in the corner cut-off area which does or will exceed 30 inches in height required to maintain an appropriate corner sight distance.					
132	12/4/2019			EN21	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
LAUREL AVENUE (Commercial Industrial per RSP): Dedicate additional right-of-way along the entire frontage as may be required to provide a property line at ultimate right-of-way of 32 feet from street centerline in accordance with the City's Renaissance Specific Plan.					



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133	12/4/2019			EN22	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: LAUREL AVENUE (Commercial Industrial per RSP): Dedicate a 10 feet wide easement for landscape purposes along the entire frontage in accordance with the Renaissance Specific Plan in accordance with the City of Rialto Standard Drawings. Separate public landscape and irrigation improvement plans shall include this easement.					
134	12/4/2019			EN23	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: LAUREL AVENUE (Commercial Industrial per RSP): Remove existing, and construct new pavement with a minimum pavement section of 5 inches asphalt concrete pavement over 6 inches crushed aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, along the entire frontage in accordance with City of Rialto Standard Drawings. The pavement section shall be determined using a Traffic Index (TI) of 10. The pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval. Alternatively, depending on the existing street condition and as approved by the City Engineer, a street overlay, slurry seal, or other repair can be performed to preserve existing pavement improvements.					
135	12/4/2019			EN24	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: LAUREL AVENUE (Commercial Industrial per RSP): Construct an 8-inch curb and gutter 20 feet front street centerline along the entire frontage in accordance with City of Rialto Standard Drawings and the Renaissance Specific Plan.					
136	12/4/2019			EN25	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: LAUREL AVENUE (Commercial Industrial per RSP): Construct a new underground electrical system for public street lighting improvements. New City Engineer approved marbelite street light poles with LED light fixtures shall be installed in accordance with City of Rialto Standard Drawings. Provide 2" conduit and pull boxes along the opposite side of the street for continuation of the street light system for future built out.					
137	12/4/2019			EN26	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: LAUREL AVENUE (Commercial Industrial per RSP): Construct an Americans with Disabilities Act (ADA) compliant sidewalk 6 feet behind curb along the entire frontage in accordance with the Renaissance Specific Plan and the City of Rialto Standard Drawings. Reconstruct any broken, chipped, or otherwise damaged existing four (4) feet wide sidewalk behind curb along the entire frontage in accordance with the Renaissance Specific Plan and the City of Rialto Standard Drawings. The sidewalk along the property limits shall be compliant with Americans with Disabilities Act (ADA) standards prior to issuance of a Certificate of Occupancy.					
138	12/4/2019			EN-OTHER	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: LAUREL AVENUE (Commercial Industrial per RSP): Construct a 2" X 4" Redwood Header, located at 12 feet west of street centerline along the entire frontage as required to provide enough pavement lane width to accommodate ingress and egress Truck access and as approved by the City Engineer. Must design and construct in accordance with the City Standard Drawings.					



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139	12/4/2019			EN27	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: LAUREL AVENUE (Commercial Industrial per RSP): Construct a commercial driveway approach in accordance with City of Rialto Standard Drawings. 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 or will exceed 30 inches in height required to maintain an appropriate corner sight distance					
140	12/4/2019			EN28	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: LAUREL AVENUE (Commercial Industrial per RSP): Construct a curb ramp meeting current California State Accessibility standards along both sides of the commercial driveway approach. The developer shall 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. If necessary, additional pedestrian and sidewalk easements shall be provided on-site to construct a path of travel meeting ADA guidelines					
141	12/4/2019			EN30	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: LOCUST AVENUE (Secondary Arterial per RSP): Dedicate additional right-of-way along the entire frontage as may be required to provide a property line – corner cutback at the corner of Casmalia Street and Locust Avenue in accordance with the Renaissance Specific Plan and as approved by the City Engineer. Nothing shall be constructed or planted in the corner cut-off area which does or will exceed 30 inches in height required to maintain an appropriate corner sight distance.					
142	12/4/2019			EN21	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: LOCUST AVENUE (Secondary Arterial per RSP): Dedicate additional right-of-way along the entire frontage as may be required to provide a property line at ultimate right-of-way of 50 feet from street centerline in accordance with the City's Renaissance Specific Plan.					
143	12/4/2019			EN22	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: LOCUST AVENUE (Secondary Arterial per RSP): Dedicate an 8 feet wide easement for landscape purposes along the entire frontage in accordance with the Renaissance Specific Plan in accordance with the City of Rialto Standard Drawings.					
144	12/4/2019			EN23	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: LOCUST AVENUE (Secondary Arterial per RSP): Remove existing, and construct new pavement with a minimum pavement section of 5 inches asphalt concrete pavement over 6 inches crushed aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, along the entire half-width street frontage in accordance with City of Rialto Standard Drawings. The pavement section shall be determined using a Traffic Index ("TI") of 10. A California registered Geotechnical Engineer shall design the pavement section using "R" values from the project site and submitted to the City Engineer for approval. Alternatively, depending on the existing street condition and as approved by the City Engineer, a street overlay, slurry seal, or other repair can be performed to preserve existing pavement improvements.					



Project Conditions City of Rialto

145	12/4/2019			EN24	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: LOCUST AVENUE (Secondary Arterial per RSP): Reconstruct any broken, chipped or otherwise damaged 8-inch curb and gutter 32 from the street centerline along the entire frontage in accordance with City of Rialto Standard Drawings. Remove weeds growing between the back of curb and existing sidewalk.					
146	12/4/2019			EN25	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: LOCUST AVENUE (Secondary Arterial per RSP): Construct a new underground electrical system for public street lighting improvements. New marbelite street light poles with LED light fixtures shall be installed as approved by the City Engineer, in accordance with City of Rialto Standard Drawings					
147	12/4/2019			EN26	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: LOCUST AVENUE (Secondary Arterial per RSP): Reconstruct any broken, chipped, or otherwise damaged existing four (4) feet wide sidewalk behind curb along the entire frontage in accordance with the Renaissance Specific Plan and the City of Rialto Standard Drawings. The reconstructed sidewalk along the property limits shall be compliant with Americans with Disabilities Act (ADA) standards prior to issuance of a Certificate of Occupancy.					
148	12/4/2019			EN29	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: LOCUST AVENUE (Secondary Arterial per RSP): Construct a curb ramp meeting current California State Accessibility standards at the corner of Casmalia Street and Locust Avenue in accordance with City of Rialto Standard Drawings even if it requires a Traffic Signal Modification Plan.					
149	12/4/2019			EN36	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: ON-SITE: Development of the site is subject to the requirements of the National Pollution Discharge Elimination System (NPDES) Permit for the City of Rialto, issued by the Santa Ana Regional Water Quality Control Board, Board Order No. R8-2010-0036. Pursuant to the NPDES Permit, the developer shall ensure 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					
150	12/4/2019			EN37	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: On-Site: The minimum pavement section for all on-site pavements shall be 2 inches asphalt concrete pavement over 4 inches crushed aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or equal. If an alternative pavement section is proposed, the proposed pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval					
151	12/4/2019			EN38	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: SANITARY SEWER: The developer shall connect to the City of Rialto sewer system and apply for a sewer connection account with Rialto Water services					



Project Conditions City of Rialto

152	12/4/2019			EN39	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: SANITARY SEWER: 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					
153	12/4/2019			EN40	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: SANITARY SEWER: Prior to issuance of a certificate of occupancy or final City approvals, provide certification from Rialto Water Services to demonstrate that all water and/or wastewater service accounts have been documented					
154	12/4/2019			EN41	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: DOMESTIC WATER: The developer is advised that domestic water service is provided by West Valley Water District. The developer shall be responsible for coordinating with West Valley Water District and complying with all requirements for establishing domestic water service to the property.					
155	12/4/2019			EN-OTHER	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: WASTE MANAGEMENT: In accordance with Section 8.08 – Refuse Collection of the City of Rialto Municipal Code, any and all construction refuse/debris and recycling materials generated and disposed due to construction activities must adhere to City Council approved franchise agreements. Only City Council approved waste and refuse franchisee vendors can be used to dispose of generated construction waste. Currently, only Burrtec Waste Management is authorized to deal with construction refuse and recycle materials in the City of Rialto.					
156	12/4/2019			EN-OTHER	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: WASTE MANAGEMENT: Contractors must submit copies of recycling tickets demonstrating minimum compliance with construction waste management recycling requirements as well as chain of custody for all construction debris.					
157	12/4/2019			EN42	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GRADING: Submit a Precise Grading Plan prepared by a California registered civil engineer to the Engineering Division for review and approval. The Precise Grading Plan shall be approved by the City Engineer prior to issuance of a building permit					
158	12/4/2019			EN43	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GRADING: Prior to commencing with any grading, the required erosion and dust control measures shall be in place. In addition, the following shall be included if not already identified: a. 6 foot high tan colored perimeter screened fencing b. Contractor information signage including contact information along the frontage of Casmalia Street, Locust Avenue and Laurel Avenue. c. Post dust control signage with the following verbiage: "Project Name, WDD No., IF YOU SEE DUST COMING FROM THIS PROJECT CALL: NAME (XXX) XXX-XXX, If you do not receive a response, please call the AQMD at 1-800-CUT-SMOG/1-800-228-7664"					



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159	12/4/2019			EN45	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
GRADING: Submit a Water Quality Management Plan identifying site specific Best Management Practices (BMPs) In accordance with the Model Water Quality Management Plan (WQMP) approved for use for the Santa Ana River Watershed. The site specific WQMP shall be submitted to the City Engineer for review and approval with the Precise Grading Plan. A WQMP Maintenance Agreement shall be required, obligating the property owner(s) to appropriate operation and maintenance obligations of on-site BMPs constructed pursuant to the approved WQMP. The WQMP and Storm Water BMP Transfer, Access and Maintenance Agreement shall be approved prior to issuance of a building permit and shall be Public Works Staff recorded at the San Bernardino County Recorder's Office prior to issuance of a Certificate of Occupancy.					
160	12/4/2019			EN46	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
GRADING: A Notice of Intent (NOI) to comply with the California General Construction Stormwater Permit (Water Quality Order 2009-0009-DWQ as modified September 2, 2009) is required via the California Regional Water Quality Control Board online SMARTS system. A copy of the executed letter issuing a Waste Discharge Identification (WDID) number shall be provided to the City Engineer prior to issuance of a grading or building permit. The developers 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					
161	12/4/2019			EN47	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
GRADING: A Geotechnical/Soils Report prepared by a California registered Geotechnical Engineer shall be required for and incorporated as an integral part of the grading plan for the proposed development. A copy of the Geotechnical/Soils Report shall be submitted to the Engineering Division with the first submittal of the Precise Grading Plan					
162	12/4/2019			EN48	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
GRADING: All stormwater runoff passing through the site shall be accepted and conveyed across the property in a manner acceptable to the City Engineer. For all stormwater runoff falling on the site, on-site retention or other facilities approved by the City Engineer shall be required to contain the increased stormwater runoff generated by the development of the property. Provide a hydrology study to determine the volume of increased stormwater runoff due to development of the site, and to determine required stormwater runoff mitigation measures for the proposed development. Final retention basin sizing and other stormwater runoff mitigation measures shall be determined upon review and approval of the hydrology study by the City Engineer and may require redesign or changes to site configuration or layout consistent with the findings of the final hydrology study. The volume of increased stormwater runoff to retain on-site shall be determined by comparing the existing pre-developed condition and proposed developed condition, using the 100-year frequency storm					
163	12/4/2019			EN49	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
GRADING: Direct release of on-site nuisance water or stormwater runoff shall not be permitted to the adjacent public streets. Provisions for the interception of nuisance water from entering adjacent public streets from the project site shall be provided through the use of a minor storm drain system that collects and conveys nuisance water to landscape or parkway areas, and in only a stormwater runoff condition, pass runoff directly to the streets through parkway or under sidewalk drains					



Project Conditions City of Rialto

164	12/4/2019			EN50	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GRADING: Provide pad elevation certifications for all building pads in conformance with the approved Precise Grading Plan, to the Engineering Division prior to construction of any building foundation					
165	12/4/2019			EN51	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GRADING: Prior to issuance of a certificate of occupancy or final City approvals, demonstrate that all structural BMPs have been constructed and installed in conformance with approved plans and specifications, and as identified in the approved WQMP					
166	12/4/2019			EN52	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GRADING: Remove all graffiti within 24 hours pre-construction, during construction, and after a Certificate of Occupancy is issued					
167	12/4/2019			EN-OTHER	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: WEED ABATEMENT: In accordance with the City of Rialto Municipal Code Section 18.72.010, Provision D, inadequately maintained landscaping which is visible from the public street, or right-of-way and which, either alone or in combination with other conditions on the subject property tends to degrade the aesthetic quality of the immediate neighborhood is prohibited.					
168	12/5/2019			EN-OTHER	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: MAP: A Final Parcel Map shall be prepared by a California registered Land Surveyor or qualified Civil Engineer and submitted to the Engineering Division for review and approval. A Title Report prepared for subdivision guarantee for the subject property, the traverse closures for the existing parcel and all lots created therefrom, and copies of record documents shall be submitted with the Final Parcel Map to the Engineering Division as part of the review of the Map. The Final Parcel Map shall be approved by the City Council prior to issuance of building permits.					
169	12/5/2019			EN-OTHER	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: MAP: In accordance with Government Code 66462, all required public improvements shall be completed prior to the approval of a final map (Parcel Map No. XXXXX). Alternatively, the applicant may enter into a Subdivision Improvement Agreement to secure the cost of all required public improvements at the time of requesting the City Engineer's approval of Tract Map No. XXXXX. If a Subdivision Improvement Agreement is requested by the applicant, a fee of \$2,000 shall be paid for preparation and processing of the Subdivision Improvement Agreement. The applicant will be required to secure the Subdivision Improvement Agreement pursuant to Government Code 66499 in amounts determined by the City Engineer.					

EXHIBIT "C"

TRACT NO.

(Subdivision/Unit No.)

RENAISSANCE COMMERCE 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.

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

By: _____
Deborah Robertson, Mayor

APPROVED BY CITY COUNCIL

Date: _____

Agreement No.: _____

ATTEST:

By: _____
Barbara McGee, City Clerk

APPROVED AS TO FORM:

By: _____
Eric S. Vail, City Attorney

RECOMMENDED:

By: _____
David S. Hammer, P.E.
Public Works Director/City Engineer

SUBDIVIDER

RENAISSANCE COMMERCE CENTER, LLC, a
California limited liability company

By: The Voit Company, L.P. , a California
limited partnership, Manager

By: The Voit Corporation, a California
corporation, General Partner

By:  _____
Timothy F. Regan

Title: Vice President