

SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF RIALTO

and

**PROLOGIS, A MARYLAND REAL ESTATE
INVESTMENT TRUST**

SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN

THE CITY OF RIALTO

AND

PROLOGIS

Agreement Date: June 12, 2018

Subdivider Name: Prologis (hereinafter "Subdivider")

Subdivision Name: Parcel **Tract No.** 19407 (**No. of Lots:** 01) (hereinafter "Subdivision")

Tentative Parcel Map No.: 19407 (**Approval Date:** September 18, 2015) (hereinafter "Approved Tentative Map")

Improvement Plans Approved On: 9/13/2017 (hereinafter "Plans")

Estimated Total Cost of Improvements: \$ 444,746.00
(including Labor, Materials, Maint.)

Estimated Total Cost of Monumentation: \$ 2,800.00 (based upon the Plans, including individual lots, subdivision boundary and public improvements)

Security:

Bond Nos.: 8246-34-10

Surety: Federal Insurance Company

- OR -

Irrevocable Standby Letter of Credit No.: _____

Financial Institution: _____

- OR -

Cash/Certificate of Deposit, Agreement Dated: _____

Financial Institution: _____

Designees for the Service of Written Notice:

CITY: City Engineer City of Rialto 150 S. Palm Avenue Rialto, CA 92376 Tel.: (909) 820-2525	SUBDIVIDER: Name: <u>Tom Donahue</u> Address: <u>3546 Concours Street, suite 100</u> <u>Ontario, CA 91764</u> Tel.: <u>(909) 673-8727</u>
CITY PROJECT INSPECTOR Robert G. Eisenbeisz, City Engineer City of Rialto Public Works Department 335 W. Rialto Avenue Rialto, CA 92376 Tel.: (909) 421-7294	SURETY Name: <u>Federal Insurance Company</u> Address: <u>202B Hall's Mill Road</u> <u>Whitehouse Station, NJ 08889</u> Tel.: <u>(925) 598-6000</u>

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 12th day of June, 2018 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 Prologis, a Maryland real estate trust (Subdivider").

RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map identified as **Tentative (Tract/Parcel) Map No. 19407** (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. 19407** 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 \$ 444,746.00 .

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. 19407** 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 \$444,746.00 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 \$444,746.00 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 \$2,800.00 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 \$44,474.00 equal to 15% 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 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 THE CITY COUNCIL

Date: _____

Agreement No. _____

ATTEST:

By _____
Barbara A. McGee, City Clerk

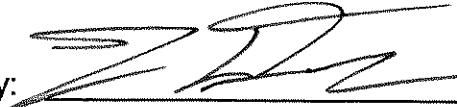
APPROVED AS TO FORM:

By _____
Fred Galante, Esq., City Attorney

RECOMMENDED:

By _____
Robert G. Eisenbeisz, PE, Public Works Director/City Engineer

SUBDIVIDER

By:  _____

Title: Development Manager

By: _____
Signature (notarized)

Name: _____
Title: _____

(This Agreement must be signed in the above space
by one who can show they have authority to bind the
Subdivider for purposes of this Agreement.)

State of _____)

County of _____)

On _____
before me, _____
personally appeared _____
who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and
acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and
that by his/her/their signatures(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.
Notary Signature:

Notary Seal:

By: _____
Signature (notarized)

Name: _____
Title: _____

(This Agreement must be signed in the above space
by one who can show they have authority to bind the
Subdivider for purposes of this Agreement.)

State of _____)

County of _____)

On _____
before me, _____
personally appeared _____
who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and
acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and
that by his/her/their signatures(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.
Notary Signature:

Notary Seal:

See attached

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 San Bernardino

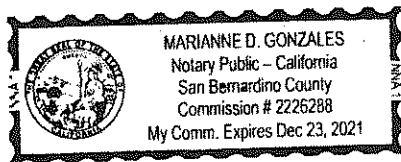
On May 7, 2018
Date

before me, Marianne D. Gonzales, Notary Public
Here Insert Name and Title of the Officer

personally appeared Tom Donahue

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 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.

Place Notary Seal and/or Stamp Above

Signature

[Signature]
Signature of Notary Public

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: Subdivision Improvement Agreement

Document Date: May 7, 2018

Number of Pages: 38

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Tom Donahue

- ☒ Corporate Officer – Title(s): Dev. Mgr.
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: _____

Signer is Representing: Prologis

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: _____

Signer is Representing: _____

EXHIBIT "A"

PARCEL MAP NO. 19407 LEGAL DESCRIPTION

Parcel Map No. 19407, as recorded in Map Book , Pages through
inclusive, records of San Bernardino County, California.

Exhibit "A"

EXHIBIT "B"

TENTATIVE PARCEL MAP NO. 19407 CONDITIONS OF APPROVAL

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

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RESOLUTION NO. 17-38

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RIALTO, CALIFORNIA, APPROVING TENTATIVE PARCEL MAP NO. 19407 TO ALLOW THE CONSOLIDATION OF SEVEN (7) PARCELS OF LAND LOCATED ON THE EAST SIDE OF TAMARIND AVENUE APPROXIMATELY 250 FEET SOUTH OF WALNUT AVENUE WITHIN THE PLANNED INDUSTRIAL DEVELOPMENT (I-PID) ZONE OF THE RIALTO AIRPORT SPECIFIC PLAN INTO TWO (2) PARCELS OF LAND.

WHEREAS, the applicant, Prologis, Inc., proposes to consolidate seven (7) parcels of land (APNs: 0240-201-26, -28, -29, -36, -48, -49, & -61) located on the east side of Tamarind Avenue approximately 250 feet south of Walnut Avenue within the Planned Industrial Development (I-PID) zone of the Rialto Airport Specific Plan (collectively "Site") into two (2) parcels of land ("Project"); and

WHEREAS, the Project will result in the creation of two (2) parcels of land: Parcel, 1 a 16.93 net acre parcel of land, and Parcel 2, a 6.30 net acre parcel of land; and

WHEREAS, in conjunction with the Project, the applicant has also submitted Conditional Development Permit No. 801 to allow the construction of a 384,893 square foot warehouse building on Parcel 1 ("CDP No. 801"); and

WHEREAS, in conjunction with the Project, the applicant has also submitted Variance No. 713 to allow an increase in the maximum allowable height for the proposed warehouse building on Parcel 1 from 35 feet from the average finished ground level to 51 feet from the average finished ground level ("VAR No. 713"); and

WHEREAS, the Project within the I-PID zone requires the approval of a tentative parcel map, and the Applicant has agreed to apply for a Tentative Parcel Map No. 19407 ("TPM No. 19407"), in accordance with Government Code Sections 66473.5 and 66474; and

WHEREAS, on October 26, 2016, the Planning Commission of the City of Rialto conducted a duly noticed public hearing, as required by law, on TPM No. 19407, CDP No. 801,

1 and VAR No. 713, and continued the meeting to the following meeting on November 30, 2016;
2 and

3 WHEREAS, on November 30, 2016, the Planning Commission of the City of Rialto
4 conducted a duly noticed public hearing, as required by law, on TPM No. 19407, CDP No. 801,
5 and VAR No. 713, and tabled the meeting at the request of the applicant; and

6 WHEREAS, on August 30, 2017, the Planning Commission of the City of Rialto
7 conducted a duly noticed public hearing, as required by law, on TPM No. 19407, CDP No. 801,
8 and VAR No. 713, took testimony, at which time it received input from staff, the city attorney,
9 and the Applicant; heard public testimony; discussed the proposed TPM No. 19407, CDP No.
10 801, and VAR No. 713; and closed the public hearing; and

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

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

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

16 SECTION 2. Based on substantial evidence presented to the Planning Commission during
17 the public hearing conducted with regard to TPM No. 19407, including written staff reports, verbal
18 testimony, project plans, other documents, and the conditions of approval stated herein, the Planning
19 Commission hereby determines that TPM No. 19407 satisfies the requirements of Government
20 Code Section 66474 pertaining to the findings which must be made precedent to granting a tentative
21 map. The findings are as follows:

- 22 1. That the proposed tentative parcel map is consistent with the General Plan of the
23 City of Rialto and the Planned Industrial Development (I-PID) zone of the Rialto
24 Airport Specific Plan; and

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

26 The Site has a General Plan designation of Light Industrial with a Specific Plan Overlay,
27 and a zoning designation of I-PID within the Rialto Airport Specific Plan. The Project will
28 consolidate the Site into two (2) parcels of land to facilitate the development of a 384,893
square foot warehouse building and to create a separate parcel for an existing detention

1 basin. Per Section 5 (Development Regulations), Table 9 of the Rialto Airport Specific Plan
2 the required minimum parcel size within the I-PID zone is 0.5 acres. The proposed parcels
3 greatly exceed the required minimum size.

- 4 2. That the design and improvements of the proposed tentative parcel map are
5 consistent with the Subdivision Ordinance, the General Plan of the City of Rialto,
6 and the Employment (EMP) zone of the Renaissance Specific Plan; and

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

8 The Project will comply with all technical standards required by Subdivision Map Act, the
9 General Plan of the City of Rialto, and the I-PID zone of the Rialto Airport Specific Plan.
10 All street improvements shown on the proposed tentative map have been designed to the
11 standards established within the Section 4 (Circulation and Infrastructure Plans) of the
12 Rialto Airport Specific Plan.

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

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

15 The Site is a relatively flat piece of land and development of the land should be easily
16 accommodated. The Applicant will be required to submit a grading plan and
17 geotechnical/soils report to the Public Works Department for review and approval prior
18 to issuance of any building permits.

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

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

21 The Project will consolidate the Site into two (2) parcels of land to facilitate the
22 development of a 384,893 square foot warehouse building and to create a separate parcel for
23 an existing detention basin that serves several developments in the nearby area. Section 5
24 (Development Regulations) of the Rialto Airport Specific Plan does not have criteria
25 restricting the maximum allowable Floor Area Ratio (FAR) or Lot Coverage for a
26 development in the I-PID zone. However, the proposed development does comply with all
27 of the development standards of the I-PID zone that are contained within the Section 5
28 (Development Regulations) of the Rialto Airport Specific Plan, including building setbacks,
landscape setbacks, off-street parking, etc.

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

This finding is supported by the following facts:

The Site is primarily undeveloped and covered by natural grasses, with the exception of one
(1) non-conforming single-family residence and one (1) aboveground stormwater detention

1 basin located on the south end of the site. The Initial Study (Environmental Assessment
2 Review No. 16-05) prepared for the project identified that the Site did not have suitable
3 habitat for any threatened or endangered species. Nevertheless, the Initial Study prepared
4 for the Project includes two (2) mitigation measures requiring pre-construction surveys to
5 ensure that burrowing owls and other nesting birds are not present on the Site.
6 Implementation of those two (2) mitigation measures will reduce any potential impacts on
7 biological resources to a less than significant level. Additionally, any potential, significant
8 impacts will be mitigated to a level of insignificance through the implementation of the
9 mitigation measures included within the Mitigation Monitoring and Reporting Program.

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

This finding is supported by the following facts:

To the north of the project site are three (3) small warehouse buildings totaling approximately 57,400 square feet in size, and to the east is approximately 13.72 acres of vacant land and several non-conforming single-family residences. To the south is approximately 4.66 acres of vacant land, a Fontana Water Reservoir facility, a used car dealership, and one (1) non-conforming single-family residences. To the west, across Tamarind Avenue, are two (2) large warehouse buildings totaling approximately 1,220,625 square feet in size. The zoning of the project site and the properties to the north and west is Planned Industrial Development (I-PID) within the Rialto Airport Specific Plan. The properties to the east and south of the project site are zoned Employment (EMP) within the Renaissance Specific Plan. The proposed development pertaining to the land consolidation is consistent with and will bring the non-conforming uses into conformance with the I-PID zoning designation and all nearby conforming land uses. Measures, such as landscape buffering and the installation of solid screen walls, will be implemented as a part of the Project to prevent any negative impacts to the nearby land uses. As a result, the Project is not likely to cause any public health problems.

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

This finding is supported by the following facts:

Six (6) easements exist, or are proposed, on or near the Site. Upon completion of the Final Map and street dedication, access to each of the easements will remain in perpetuity.

SECTION 3. Prologis, Inc. is hereby granted TPM No. 19407 to allow the consolidation of seven (7) parcels of land (APNs: 0240-201-26, -28, -29, -36, -48, -49, & -61) located on the east side of Tamarind Avenue approximately 250 feet south of Walnut Avenue within the Planned

1 Industrial Development (I-PID) zone of the Rialto Airport Specific Plan into two (2) parcels of land:
2 Parcel 1 at 16.93 net acres in size, and Parcel 2 at 6.30 net acres in size.

3 SECTION 4. An Initial Study has been prepared for the proposed project in accordance
4 with the California Environmental Quality Act (CEQA) and it has been determined that any impacts
5 will be reduced to a level of insignificance and a Mitigated Negative Declaration has been prepared
6 in accordance with CEQA. The Planning Commission directs the Planning Division to file the
7 necessary documentation with the Clerk of the Board of Supervisors for San Bernardino County.
8

9 SECTION 5. TPM No. 19407 is granted to Prologis, Inc. in accordance with the plan and
10 application on file with the Planning Division, subject to the following conditions:
11

- 12 1. TPM No. 19407 is approved allowing the consolidation of seven (7) parcels of land
13 (APNs: 0240-201-26, -28, -29, -36, -48, -49, & -61) located on the east side of Tamarind
14 Avenue approximately 250 feet south of Walnut Avenue within the Planned Industrial
15 Development (I-PID) zone of the Rialto Airport Specific Plan for the purpose of
16 developing a 384,893 square foot warehouse building and creating a separate parcel
17 for an existing detention basin, as shown on the tentative map submitted to the Planning
18 Division on October 13, 2016, and as approved by the Planning Commission. If the
19 Conditions of Approval specified herein are not satisfied or otherwise completed within
20 the required time, the Project shall be subject to revocation.
- 21 2. Prior to the issuance of building or grading permits for the proposed development, a
22 Precise Plan of Design shall be approved by the City's Development Review Committee
23 (DRC).
- 24 3. City inspectors shall have access to the Site to reasonably inspect the Site during
25 normal working hours to assure compliance with these conditions and other codes.
- 26 4. The Applicant shall defend, indemnify and hold harmless the City of Rialto, its
27 agents, officers, or employees from any claims, damages, action, or proceeding
28 against the City or its agents, officers, or employees to attack, set aside, void, or annul
any approval of the City, its advisory agencies, appeal boards, or legislative body
concerning TPM No. 19407. The City will promptly notify the Applicant of any such
claim, action, or proceeding against the parties and will cooperate fully in the defense.
5. In accordance with the provisions of Government Code Section 66020(d)(1), the
imposition of fees, dedications, reservations, or exactions for this Project, if any, are
subject to protest by the Applicant at the time of approval or conditional approval of

1 the Project or within 90 days after the date of the imposition of the fees, dedications,
2 reservations, or exactions imposed on the Project.

- 3 6. All mitigation measures listed in Environmental Assessment Review No. 16-05 shall be
4 met prior to issuance of any Certificate of Occupancy.
- 5 7. The Applicant shall coordinate with the Gabrieleño Band of Mission Indians-Kizh
6 Nation, prior to the issuance of a grading permit, to allow for a Native American
7 Monitor to be located on-site during all ground disturbances, or as required by the
8 Gabrieleño Band of Mission Indians-Kizh Nation.
- 9 8. The Applicant shall amend the Declaration of Easements, Maintenance, and Cost
10 Sharing that was recorded within the County of San Bernardino Recorder's Office on
11 December 13, 2013 to allow the proposed 384,893 square building, also known as
12 Prologis Rialto I-210 Bldg #5, joint use of the existing detention basin located on
13 Assessor's Parcel No. 0240-201-61 and the existing fire water system, prior to the
14 issuance of a grading permit.
- 15 9. All conditions of approval for TPM No. 19407 shall be completed to the satisfaction of
16 the City Engineer prior to the issuance of a Certificate of Occupancy.
- 17 10. The Applicant shall pay all applicable development impact fees in accordance with the
18 City of Rialto fee ordinance in effect at the time the fees are due.
- 19 11. A Precise Grading Plan shall be approved for the project by the City Engineer prior to
20 the issuance of any building permits.
- 21 12. All new street lights shall be installed on an independently metered, City-owned
22 underground electrical system. The Applicant shall be responsible for applying with
23 Southern California Edison ("SCE") for all appropriate service points and electrical
24 meters. New meter pedestals shall be installed, and electrical service paid by the
25 Applicant.
- 26 13. Any improvements within the public right-of-way require a City of Rialto
27 Encroachment Permit.
- 28 14. The Applicant shall submit street improvement plans prepared by a registered California
civil engineer to the Engineering Division for review. The plans shall be approved by
the City Engineer prior to the issuance of any building permits.
15. The Applicant shall 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,

1 if authorized by the City Engineer, will require additional paving requirements prior to
2 acceptance of the street improvements, including, but not limited to: removal and
3 replacement of damaged asphalt concrete pavement, overlay, slurry seal, or other
4 repairs, as required by the City Engineer.

5 16. The public street improvements outlined in these conditions of approval are intended to
6 convey to the Applicant an accurate scope of required improvements, however, the City
7 Engineer reserves the right to require reasonable additional improvements as may be
8 determined in the course of the review and approval of street improvement plans
9 required by these conditions.

10 17. The Applicant shall dedicate additional right-of-way along the entire project frontage of
11 Tamarind Avenue as may be required to provide the ultimate half-width of 44 feet.

12 18. The Applicant shall construct two (2) new commercial driveway approaches on
13 Tamarind Avenue in accordance with City of Rialto Standard Drawings, or as otherwise
14 approved by the City Engineer. The driveway approach shall be constructed so the top
15 of "X" is 5 feet from the property line, or as otherwise approved by the City Engineer.
16 Nothing shall be constructed or planted in the corner cut-off area which does exceed or
17 will exceed 30 inches in height in order to maintain an appropriate corner sight distance,
18 as required by the City Engineer.

19 19. The Applicant shall construct a 5 foot wide meandering sidewalk along the entire project
20 frontage of Tamarind Avenue in accordance with City of Rialto Standard Drawings and
21 the Rialto Airport Specific Plan.

22 20. The Applicant shall construct a curb ramp meeting current California State Accessibility
23 standards along both sides of each new commercial driveway approach located on
24 Tamarind Avenue. The Applicant shall ensure that an appropriate path of travel,
25 meeting ADA guidelines, is provided across the driveway, and shall adjust the location
26 of the access ramps, if necessary, to meet ADA guidelines, subject to the approval of the
27 City Engineer. If necessary, additional pedestrian and sidewalk easements shall be
28 provided on-site to construct a path of travel meeting ADA guidelines.

21 21. The Applicant shall construct a new underground electrical system for public street
22 lighting improvements along Tamarind Avenue. New marbelite street light poles with
23 LED light fixtures shall be installed in accordance with City of Rialto Standard
24 Drawings.

25 22. The development of the Site is subject to the requirements of the National Pollution
26 Discharge Elimination System (NPDES) Permit for the City of Rialto, issued by the
27 Santa Ana Regional Water Quality Control Board, Board Order No. R8-2010-0036.
28 Pursuant to the NPDES Permit, the Applicant 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 Applicant is advised that applicable Site Design

1 BMPs will be required to be incorporated into the final site design, pursuant to a site
2 specific WQMP submitted to the City Engineer for review and approval.

3 23. The minimum pavement section for all on-site pavements shall be 2½ inches asphalt
4 concrete pavement over 4 inches crushed aggregate base with a minimum subgrade of
5 24 inches at 95% relative compaction, or equal. If an alternative pavement section is
6 proposed, the proposed pavement section shall be designed by a California registered
7 Geotechnical Engineer using "R" values from the project site and submitted to the City
8 Engineer for approval.

9 24. An accessible pedestrian path of travel shall be provided throughout the site, as required
10 by applicable state and federal laws.

11 25. The Applicant shall connect the development to the City of Rialto sewer system and
12 apply for a sewer connection account with Rialto Water Services.

13 26. The Applicant shall submit sewer improvement plans prepared by a California registered
14 civil engineer to the Engineering Division. The plans shall be approved by the City
15 Engineer prior to issuance of any building permits.

16 27. The Applicant shall provide certification from Rialto Water Services demonstrating that
17 all water and/or wastewater service accounts have been documented, prior to the
18 issuance of a Certificate of Occupancy.

19 28. Domestic water service to the underlying property is provided by Fontana Water
20 Company. The Applicant shall be responsible for coordinating with Fontana Water
21 Company and complying with all requirements for establishing domestic water service
22 to the property.

23 29. The Applicant shall submit a Precise Grading Plan prepared by a California registered
24 civil engineer to the Engineering Division for review and approval. The Precise
25 Grading Plan shall be approved by the City Engineer prior to issuance of a building
26 permit.

27 30. The Applicant shall submit a Water Quality Management Plan identifying site specific
28 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 Maintenance Agreement shall be approved prior to issuance of a building permit,
unless otherwise allowed by the City Engineer.

31. 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 Applicant's contractor shall prepare and maintain a Storm Water Pollution Prevention Plan ("SWPPP") as required by the General Construction Permit. All appropriate measures to prevent erosion and water pollution during construction shall be implemented as required by the SWPPP.

32. 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.
33. The Applicant shall 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.
34. Prior to issuance of a certificate of occupancy or final City approvals, the Applicant shall demonstrate that all structural BMP's have been constructed and installed in conformance with approved plans and specifications, and as identified in the approved WQMP.
35. 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 detention 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 detention 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.
36. Direct release of on-site nuisance water or storm-water 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 storm-water runoff condition, pass runoff directly to the streets through parkway or under sidewalk drains.
37. 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 Applicant shall be responsible


1 for removing, grinding, paving and/or overlaying existing asphalt concrete pavement of
2 off-site streets as required by and at the discretion of the City Engineer, including
3 additional pavement repairs to pavement repairs made by utility companies for utilities
4 installed for the benefit of the proposed development (i.e. Fontana Water Company,
5 Southern California Edison, Southern California Gas Company, Time Warner, Verizon,
6 etc.). Multiple excavations, trenches, and other street cuts within existing asphalt
7 concrete pavement of off-site streets required by the proposed development may require
8 complete grinding and asphalt concrete overlay of the affected off-site streets, at the
9 discretion of the City Engineer. The pavement condition of the existing off-site streets
10 shall be returned to a condition equal to or better than existed prior to construction of the
11 proposed development.

- 12 38. In accordance with Chapter 15.32 of the City of Rialto Municipal Code, all existing
13 electrical distribution lines of sixteen thousand volts or less and overhead service drop
14 conductors, and all telephone, television cable service, and similar service wires or lines,
15 which are on-site, abutting, and/or transecting, shall be installed underground. Utility
16 undergrounding shall extend to the nearest off-site power pole; no new power poles shall
17 be installed unless otherwise approved by the City Engineer. A letter from the owners
18 of the affected utilities shall be submitted to the City Engineer prior to approval of the
19 Grading Plan, informing the City that they have been notified of the City's utility
20 undergrounding requirement and their intent to commence design of utility
21 undergrounding plans. When available, the utility undergrounding plan shall be
22 submitted to the City Engineer identifying all above ground facilities in the area of the
23 project to be undergrounded
- 24 39. Upon approval of any improvement plan by the City Engineer, the improvement plan
25 shall be provided to the City in digital format, consisting of a DWG (AutoCAD drawing
26 file), DXF (AutoCAD ASCII drawing exchange file), and PDF (Adobe Acrobat)
27 formats. Variation of the type and format of the digital data to be submitted to the City
28 may be authorized, upon prior approval by the City Engineer.
40. The original improvement plans prepared for the proposed development and approved
by the City Engineer (if required) shall be documented with record drawing "as-built"
information and returned to the Engineering Division prior to issuance of a final
certificate of occupancy. Any modifications or changes to approved improvement plans
shall be submitted to the City Engineer for approval prior to construction.
41. Nothing shall be constructed or planted in the corner cut-off area of any (intersection or)
driveway which does or will exceed 30 inches in height required to maintain an
appropriate sight distance, as required by the City Engineer.
42. All proposed trees within the public right-of-way and within 10 feet of the public
sidewalk and/or curb shall have City approved deep root barriers installed, as required
by the City Engineer.

- 1 43. A Parcel Map shall be prepared by a California registered Land Surveyor or qualified
2 Civil Engineer and submitted to the Engineering Division for review and approval. A
3 Title Report prepared for subdivision guarantee for the subject property, the traverse
4 closures for the existing parcel and all lots created therefrom, and copies of record
5 documents shall be submitted with the Parcel Map to the Engineering Division as part of
6 the review of the Map. The Parcel Map shall be approved by the City Council prior to
7 issuance of any building permits.
- 8 44. A minimum of 48 inches of clearance for disabled access shall be provided on all public
9 sidewalks.
- 10 45. All damaged, destroyed, or modified pavement legends, traffic control devices, signing,
11 striping, and street lights, associated with the proposed development shall be replaced as
12 required by the City Engineer prior to issuance of a Certificate of Occupancy.
- 13 46. The Applicant shall submit traffic striping and signage plans prepared by a California
14 registered civil engineer, for review and approval by the City Engineer. All required
15 traffic striping and signage improvements shall be completed concurrently with required
16 street improvements, to the satisfaction of the City Engineer, and prior to issuance of a
17 building permit.
- 18 47. Construction signing, lighting and barricading shall be provided during all phases of
19 construction as required by City Standards or as directed by the City Engineer. As a
20 minimum, all construction signing, lighting and barricading shall be in accordance with
21 Part 6 "Temporary Traffic Control" of the 2012 California Manual on Uniform Traffic
22 Control Devices, or subsequent editions in force at the time of construction.
- 23 48. The Applicant shall comply with all traffic impact analysis mitigations measures
24 approved by the City of Rialto Transportation Commission.
- 25 49. The use of dust and erosion control measures to prevent excessive adverse impacts on
26 adjoining properties will be required by the Engineering Division of the Public Works
27 Department.
- 28 50. The Applicant shall comply with all other applicable State and local ordinances.
51. Approval of TPM No. 19407 shall be granted for a period of twenty-four (24) months
from the effective date of this resolution. An extension of time for TPM No. 19407
may be granted by the Planning Commission for a period or periods not to exceed a
total of thirty-six (36) months. An application for extension together with the
required fee shall be filed with the Planning Division prior to the expiration date of
TPM No. 19407.
52. The Applicant shall comply with all other applicable conditions of approval under CDP
No. 801 and VAR No. 713.

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

PASSED, APPROVED AND ADOPTED this 30th day of August, 2017.



JOHN PEUKERT, CHAIR
CITY OF RIALTO PLANNING COMMISSION

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

5 I, Sheree Lewis, Administrative Assistant of the City of Rialto, do hereby certify that the
6 foregoing Resolution No. 17-38 was duly passed and adopted at a regular meeting of the Planning
7 Commission of the City of Rialto held on the 30th day of August, 2017.

8 Upon motion of Planning Commissioner Dale Estvander seconded by Planning
9 Commissioner Al Twine, the foregoing Resolution No. 17-38 was duly passed and adopted.
10

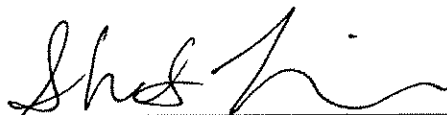
11 Vote on the motion:

12 AYES: 6

13 NOES: 0

14 ABSENT: 1

15 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of
16 Rialto this 30th day of August, 2017.
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21 SHEREE LEWIS, ADMINISTRATIVE ASSISTANT
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EXHIBIT "C"

PARCEL TRACT NO. 19407

(Subdivision/Unit No.)

Prologis, a Maryland real estate investment trust

(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.

Exhibit "C"

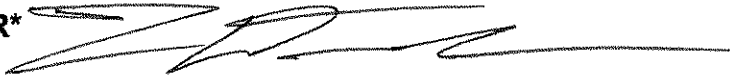
4. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any Hazardous Substance on the property to be dedicated.

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

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

Dated: May 7, 2018

SUBDIVIDER*



Tom Donahue, Development Manager

By: Prologis, a Maryland real estate investment trust

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