

**SUBDIVISION IMPROVEMENT AGREEMENT**

**by and between**

**CITY OF RIALTO**

**and**

642 N Linden LLC

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

642 N Linden LLC.

**Agreement Date:** 6/12/2018 ~~May 22, 2018~~

**Subdivider Name:** 642 N Linden LLC (hereinafter "Subdivider")

**Subdivision Name:** ☒ Tentative ☐ Tract No. 20085 (No. of Lots: 1-8) (hereinafter "Subdivision")

**Tentative Tract** ☒ **Map No.:** 20085 (**Approval Date:** July 12, 2017) (hereinafter "Approved Tentative Map")

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

**Estimated Total Cost of Improvements:** \$ 207,832.65  
(including \_\_\_\_\_)

**Estimated Total Cost of Monumentation:** \$ 1,200.00 (based upon the Plans, including individual lots, subdivision boundary and public improvements)

**Security:**

**Bond Nos.:** 381735

**Surety:** \_\_\_\_\_

- OR -

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

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

- OR -

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

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

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

<b>CITY:</b> City Engineer City of Rialto 150 S. Palm Avenue Rialto, CA 92376 Tel.: (909) 820-2525	<b>SUBDIVIDER:</b> Name: 642 N Linden LLC. Address: 918 S Teakwood Ave Bloomington CA 92316 Tel.: (909) 519-3346
<b>CITY PROJECT INSPECTOR</b> Oskar Vargas City of Rialto Public Works Department 335 W. Rialto Avenue Rialto, CA 92376 Tel.: (909) 421-7294	<b>SURETY</b> Name: AmTrust Surety Address: 500 S. Kraemer Blvd #300 Brea CA 92821 Tel.: 714-831-2495

## TABLE OF CONTENTS

1. Construction Obligations.....	2
1.1 Works of Improvement .....	2
1.2 Other Obligations Referenced in Conditions of Tentative Map Approval.....	2
1.3 Intent of Plans.....	2
1.4 Survey Monuments.....	3
1.5 Performance of Work.....	3
1.6 Changes in the Work.....	3
1.7 Defective Work .....	3
1.8 No Warranty by City .....	3
1.9 Authority of the City Engineer.....	3
1.10 Documents Available at the Site.....	3
1.11 Inspection .....	4
1.12 Compliance with Law.....	4
1.13 Suspension of Work .....	4
1.14 Erosion and Dust Control and Environmental Mitigation .....	4
1.15 Final Acceptance of Works of Improvement .....	4
1.16 Vesting of Ownership .....	5
1.17 Subdivider's Obligation to Warn Public During Construction .....	5
1.18 Injury to Public Improvements, Public Property or Public Utility .....	5
2. Time for Performance.....	5
2.1 Commencement and Completion Dates.....	5
2.2 Phasing Requirements .....	6
2.3 Force Majeure .....	6
2.4 Continuous Work.....	6
2.5 Reversion to Acreage .....	6
3. Labor .....	6
3.1 Labor Standards.....	6
3.2 Nondiscrimination .....	6
3.3 Licensed Contractors.....	7
3.4 Workers' Compensation .....	7
4. Security .....	7

4.1	Required Security .....	7
4.2	Form of Security Instruments.....	8
4.3	Subdivider's Liability .....	9
4.4	Letters of Credit .....	9
4.5	Release of Security Instruments.....	9
5.	Cost of Construction and Provision of Inspection Service .....	10
5.1	Subdivider Responsible for All Related Costs of Construction .....	10
5.2	Payment to City for Cost of Related Inspection and Engineering Services .....	10
6.	Acceptance of Offers of Dedication .....	10
7.	Warranty of Work .....	10
8.	Default.....	11
8.1	Default by Sudvider .....	11
8.2	Remedies .....	11
8.3	'Notice of Violation.....	12
8.4	Remedies Not Exclusive.....	12
8.5	Attorney's Fees and Costs.....	12
8.6	Waiver .....	12
9.	Indemnity/Hold Harmless .....	12
10.	Subdivider's Indemnity of Project Approval .....	13
11.	Insurance Requirements.....	13
12.	Environmental Warranty .....	15
13.	General Provisions .....	16
13.1	Successors and Assigns .....	16
13.2	No Third Party Beneficiaries .....	17
13.3	No Vesting Rights .....	17
13.4	Subdivider is Not Agent of City .....	17

## Table of Contents

13.5	Time of the Essence .....	17
13.6	Notices .....	17
13.7	No Apportionment .....	17
13.8	Severability .....	18
13.9	Captions .....	18
13.10	Incorporation of Recitals .....	18
13.11	Interpretation .....	18
13.12	Entire Agreement; Waivers and Amendments .....	18
13.13	Counterparts.....	18
14.	Authority.....	18

## Table of Contents

## SUBDIVISION IMPROVEMENT AGREEMENT

4 THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 6 day of 22 12, 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 642 N Linden LLC, a \_\_\_\_\_ (Subdivider").

### RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map identified as **Tentative (Tract/Parcel) Map No. 20085**, (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. 20085** 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 \$207,832.65.

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. 20085** 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 \$207,832.65 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 \$207,832.65 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 \$207,832.65 equal to 100% of the cost thereof. 1900 SA

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

SA (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 \$ 31,744.89 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.

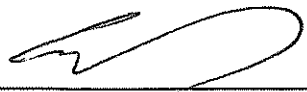
***[SIGNATURES ON NEXT PAGE]***

**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**

**SUBDIVIDER**

By \_\_\_\_\_  
Deborah Robertson, Mayor

By: \_\_\_\_\_  


Title: Member Saber AWAD

**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

By: [Signature]  
Signature (notarized)

Name: Saber Awad  
Title: Member

(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 California

County of San Bernardino

On May 22 2018

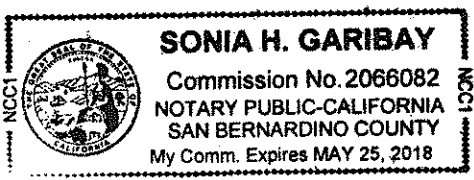
before me, Sonia H. Garibay  
personally appeared Saber Awad  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that 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: [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:

**EXHIBIT "A"**

TRACT ☒ **MAP NO. 20085** **LEGAL DESCRIPTION**

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

Exhibit "A"

**EXHIBIT "B"**

**TENTATIVE TRACT ☒ MAP NO. 20085 CONDITIONS OF APPROVAL**

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

Exhibit "B"

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A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RIALTO, CALIFORNIA, APPROVING TENTATIVE TRACT MAP NO. 2017-0003 TO ALLOW THE SUBDIVISION OF 2.50 GROSS ACRES OF LAND (APN: 0243-151-07) LOCATED ON THE WEST SIDE OF LINDEN AVENUE APPROXIMATELY 950 FEET SOUTH OF ETIWANDA AVENUE INTO EIGHT (8) SINGLE-FAMILY RESIDENTIAL LOTS WITHIN THE SINGLE-FAMILY RESIDENTIAL (R-1C) ZONE.

WHEREAS, the applicant, SA Golden Investments, Inc., proposes to subdivide 2.50 gross acres of land (APN: 0243-151-07) into eight (8) single-family lots (“Project”); and

WHEREAS, the Project location comprises 2.50 gross acres of land (APN: 0243-151-07) located on the west side of Linden Avenue approximately 950 feet south of Etiwanda Avenue within the Single-Family Residential (R-1C) zone (“Site”); and

WHEREAS, the Project within the R-1C zone requires the approval of a tentative tract map, and the applicant has agreed to apply for a Tentative Tract Map No. 2017-0003, also referred to as Tentative Tract Map No. 20085, (“TTM No. 20085”), in accordance with the Subdivision Map Act (Government Code §§ 66410 et seq.); and

WHEREAS, in conjunction with the Project, the applicant will also develop one (1) detached single-family residence on each of the eight (8) single-family lots of TTM No. 20085 on the Site; and

WHEREAS, on July 12, 2017, the Planning Commission of the City of Rialto conducted a duly noticed public hearing, as required by law, on TTM No. 20085, took testimony, at which time it received input from staff, the city attorney, and the applicant; heard public testimony; discussed the proposed TTM No. 20085; and closed the public hearing; and

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

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

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

3        SECTION 2. Based on substantial evidence presented to the Planning Commission during  
4 the public hearing conducted with regard to TTM No. 20085, including written staff reports, verbal  
5 testimony, project plans, other documents, and the conditions of approval stated herein, the Planning  
6 Commission hereby determines that TTM No. 20085 satisfies the requirements of Government  
7 Code Sections 66473.5 and 66474 and Section 17.16.070 of the Rialto Municipal Code pertaining to  
8 the findings which must be made precedent to granting a tentative map. The findings are as follows:

- 9            1.        That the proposed tentative tract map is consistent with the General Plan of the City  
10                      of Rialto and the Single-Family Residential (R-1C) zone; and

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

12            The Site has a General Plan designation of Residential 6. This designation permits  
13 subdivisions not to exceed six (6) dwelling units per acre. The Project has a proposed  
14 density of 3.36 dwelling units per acre, which is consistent with the Residential 6 General  
15 Plan designation. Additionally, all eight (8) lots comply with all of the lot criteria  
16 established in the R-1C zone.

- 16            2.        That the design and improvements of the proposed tentative tract map are consistent  
17                      with the Subdivision Ordinance, the General Plan of the City of Rialto, and the  
18                      Single-Family Residential (R-1C) zone; and

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

19            The Project will comply with all technical standards required by Subdivision Map Act, the  
20 General Plan of the City of Rialto, and the R-1C zone. All street improvements shown on  
21 the proposed tentative map have been designed to the standards established within the  
22 Circulation Element of the General Plan.

23            Access to the subdivision will be provided via a new stub street that will connect directly to  
24 Linden Avenue. The new street, to be named "Cornell Street", will terminate at the west  
25 side of the project site upon development of the project, but will allow for a future  
26 extension/connection to the properties to the west and south. At the request of the Fire  
27 Department, the applicant will install a temporary asphalt turnaround at the end of the stub  
28 street upon initial development of the project. This temporary turnaround, located on Lot 8,  
will allow fire trucks to safely turnaround and exit the site should fire service ever be needed  
in the area.

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



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

2       The Site is a relatively flat, rectangular-shaped piece of land, and development of the land  
3       should be easily accommodated. The applicant will be required to submit a  
4       geotechnical/soils report to the Public Works Department for review and approval prior  
5       to issuance of any building permits.

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

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

8       The Site is 2.38 net acres (2.50 gross acres) in size, and the General Plan designation of the  
9       Site allows for a maximum density of 6.0 dwelling units per acre. The acreage of the Site is  
10      suitable to accommodate the proposed density of 3.36 dwelling units per acre.

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

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

14      According to Section 4.4.2 of the General Plan Environmental Impact Report, the Site is not  
15      designated as a habitat for any threatened or endangered species. The Site is already  
16      developed with a single-family residence and is surrounded on all sides by other single-  
17      family residences.

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

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

21      The Site is bound on the east by Linden Avenue. To the north of the project site is a  
22      single-family residential subdivision built in 1997, and to the east, across Linden Avenue,  
23      is another single-family residential subdivision built in 1978. To the south is a single-  
24      family residence built in 1955 that sits on 2.08 acres of land, and to the west is another  
25      single-family residence built in 1940 that sits on 1.90 acres of land. The zoning of the  
26      project site and the properties to the north, east, and south is Single-Family Residential  
27      (R-1C), and the zoning of the property to the west is Single-Family Residential (R-1A).  
28      The proposed detached single-family development pertaining to the land division is  
consistent with all nearby land uses. Construction impacts will be limited through the  
strict enforcement of the allowable construction hours listed in Section 9.50.070 of the  
Rialto Municipal Code, as well as enforcement of regular watering of the Site to limit  
airborne dust and other particulate matter. Operationally, generally speaking, detached  
single-family residences have little to no impact on the environment and on surrounding  
properties. The Project is not likely to cause any public health problems.

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

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

5           No easements exist on the Site, and none are proposed as a part of the Project.

6           SECTION 3. SA Golden Investments, Inc. is hereby granted TTM No. 20085 to allow the  
7 subdivision of 2.50 gross acres of land (APN: 0243-151-07) located on the west side of Linden  
8 Avenue approximately 950 feet south of Etiwanda Avenue within the R-1C zone into eight (8)  
9 single-family residential lots.

10          SECTION 4. The project is categorically exempt from the requirements of the California  
11 Environmental Quality Act (CEQA), pursuant to Section 15332, In-Fill Development Projects. The  
12 Planning Commission directs the Planning Division to file the necessary documentation with the  
13 Clerk of the Board of Supervisors for San Bernardino County.

14          SECTION 5. TTM No. 20085 is granted to SA Golden Investments, Inc. in accordance  
15 with the plan and application on file with the Planning Division, subject to the following conditions:  
16

- 17           1. TTM No. 20085 is approved allowing the subdivision of 2.50 gross acres of land (APN:  
18 0243-151-07) located on the west side of Linden Avenue approximately 950 feet south  
19 of Etiwanda Avenue into eight (8) single-family residential lots, as shown on the  
20 tentative map submitted to the Planning Division on June 14, 2017, and as approved by  
21 the Planning Commission. If the Conditions of Approval specified herein are not  
22 satisfied or otherwise completed, the Project shall be subject to revocation.
- 23           2. Prior to the issuance of building or grading permits for the proposed development, a  
24 Precise Plan of Design shall be approved by the City's Development Review Committee  
(DRC).
- 25           3. City inspectors shall have access to the Site to reasonably inspect the Site during  
26 normal working hours to assure compliance with these conditions and other codes.
- 27           4. The applicant shall defend, indemnify and hold harmless the City of Rialto, its agents,  
28 officers, or employees from any claims, damages, action, or proceeding against the  
City or its agents, officers, or employees to attack, set aside, void, or annul any  
approval of the City, its advisory agencies, appeal boards, or legislative body  
concerning TTM No. 20085. The City will promptly notify the applicant of any such

claim, action, or proceeding against the City, and applicant 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 the Project or within 90 days after the date of the imposition of the fees, dedications, reservations, or exactions imposed on the Project.
6. The City shall prepare a Fiscal Impact Analysis report at the applicant's cost. The report shall analyze the Project's impact to the City's General Fund. The applicant shall be required to mitigate any negative fiscal impacts identified in the report through the formation of a Community Facilities District, payment of a Municipal Services Fee, or other acceptable mitigation method.
7. The applicant shall install a temporary asphalt turnaround on Lot 8, as required by the Rialto Fire Department, prior to the issuance of a certificate of occupancy. The temporary asphalt turnaround will facilitate adequate movement of fire service vehicles.
8. The temporary asphalt turnaround shall remain in place, and no development shall occur on Lot 8, until such time that Cornell Street is extended by a future development to the satisfaction of the Rialto Fire Department.
9. The applicant shall construct a minimum six (6) foot high solid decorative masonry block wall along the east property line, as approved by the Planning Division. Decorative masonry block means slumpstone, split-face, or precision block with a stucco, plaster, or cultured stone finish. All decorative masonry block walls shall include a decorative cap. Pilasters shall be incorporated within any proposed block wall in excess of fifty (50) feet. The pilasters shall be spaced a maximum of fifty (50) feet and shall be placed at all corners and ends of the wall. All pilasters shall protrude a minimum six (6) inches above and to the side of the wall/fence. All pilasters shall include a decorative cap.
10. The applicant shall pay all applicable development impact fees in accordance with the current City of Rialto fee ordinance.
11. The applicant shall apply for annexation of the underlying property into City of Rialto Landscape and Lighting Maintenance District No. 2 ("LLMD 2"). An application fee of \$5,000 shall be paid at the time of application. Annexation into LLMD 2 is a condition of acceptance of any new median and/or parkway landscaping, or any new public street lighting improvements, to be maintained by the City of Rialto.
12. All new street lights shall be installed on an independently metered, City-owned underground electrical system. The developer shall be responsible for applying with Southern California Edison ("SCE") for all appropriate service points and electrical

1 meters. New meter pedestals shall be installed, and electrical service paid by the  
2 developer, until such time as the underlying property is annexed into LLMD 2.

3 13. The applicant shall submit street improvement plans by a registered California civil  
4 engineer to the Public Works Engineering Division for review. The plans shall be  
5 approved by the City Engineer prior to the approval of Tract Map No. 20085.

6 14. The applicant shall submit street light improvement plans by a registered California civil  
7 engineer to the Public Works Engineering Division for review. The plans shall be  
8 approved by the City Engineer prior to the approval of Tract Map No. 20085.

9 15. The applicant shall submit sewer improvement plans by a registered California civil  
10 engineer to the Public Works Engineering Division for review. The plans shall be  
11 approved by the City Engineer prior to the approval of Tract Map No. 20085.

12 16. The applicant shall submit traffic and signage improvement plans by a registered  
13 California civil engineer to the Public Works Engineering Division for review. The  
14 plans shall be approved by the City Engineer prior to the approval of Tract Map No.  
15 20085.

16 17. The applicant shall submit copies of approved water improvement plans prepared by a  
17 registered California civil engineer to the Public Works Engineering Division for record  
18 purposes. The plans shall be approved by the Fontana Water Company, the City's water  
19 purveyor, prior to the approval of Tract Map No. 20085.

20 18. The applicant shall construct asphalt concrete paving for streets in two separate lifts.  
21 The final lift of asphalt concrete pavement shall be postponed until such time that on-site  
22 construction activities are complete, as may be determined by the City Engineer. Paving  
23 of streets in one lift prior to completion of on-site construction will not be allowed,  
24 unless prior authorization has been obtained from the City Engineer. Completion of  
25 asphalt concrete paving for streets prior to completion of on-site construction activities,  
26 if authorized by the City Engineer, will require additional paving requirements prior to  
27 acceptance of the street improvements, including, but not limited to: removal and  
28 replacement of damaged asphalt concrete pavement, overlay, slurry seal, or other  
repairs, as required by the City Engineer.

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

20 The applicant shall dedicate additional right-of-way along the entire frontage of Linden  
Avenue, as necessary, to provide the ultimate half-width of 32 feet, as required by the  
City Engineer.

21. The applicant shall dedicate a property line corner cutback at the northwest corner of the intersection of Linden Avenue and Cornell Street, in accordance with City Standard SC-235, as required by the City Engineer.
22. The applicant shall construct an 8 inch curb and gutter, located at 20 feet west of centerline along the entire frontage of Linden Avenue, with a 35 feet radius curb return and spandrel at the northwest corner of the intersection of Linden Avenue and Cornell Street, in accordance with City of Rialto Standard Drawings.
23. The applicant shall construct a 5 foot wide sidewalk adjacent to the curb along the entire frontage of Linden Avenue, in accordance with City of Rialto Standard Drawings.
24. The applicant shall construct a curb ramp meeting current California State Accessibility standards at the northwest corner of the intersection of Linden Avenue and Cornell Street, in accordance with the City of Rialto Standard Drawings.
25. The applicant shall construct a new underground electrical system for public street lighting improvements along the project frontage of Linden Avenue, as determined necessary by the City Engineer. New marbelite street light poles with LED light fixtures shall be installed in accordance with City of Rialto Standard Drawings.
26. The applicant shall remove existing pavement and construct new pavement with a minimum pavement section of 4 inches asphalt concrete pavement over 6 inches crushed aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, along the entire frontage of Linden Avenue in accordance with City of Rialto Standard Drawings. The pavement section shall be determined using a Traffic Index ("TI") of 6. The pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval. Pavement shall extend from clean sawcut edge of pavement at centerline.
27. The applicant shall dedicate right-of-way along the entire frontage of Cornell Street to provide a minimum width of 40 feet, as required by the City Engineer.
28. The applicant shall construct a 6 inch curb and gutter, located at 18 feet north of centerline along the entire frontage of Cornell Street, with a 35 feet radius curb return and spandrel at the northwest corner of the intersection of Linden Avenue and Cornell Street, in accordance with City of Rialto Standard Drawings.
29. The applicant shall construct a 2 inch by 4 inch Redwood Header, located 8 feet south of centerline along the entire frontage of Cornell Street, in accordance with City of Rialto Standard Drawings.
30. The applicant shall construct one (1) residential drive-approach within each lot, in accordance with City of Rialto Standard Drawings.

- 1 31. The applicant shall construct a 6 foot wide sidewalk adjacent to the curb along the entire  
2 frontage of Cornell Street, in accordance with City of Rialto Standard Drawings.
- 3 32. The applicant shall construct a new underground electrical system for public street  
4 lighting improvements along the project frontage of Cornell Street, as determined  
5 necessary by the City Engineer. New marbelite street light poles with LED light fixtures  
6 shall be installed in accordance with City of Rialto Standard Drawings.
- 7 33. The applicant shall construct new pavement with a minimum pavement section of 3  
8 inches asphalt concrete pavement over 6 inches crushed aggregate base with a minimum  
9 subgrade of 24 inches at 95% relative compaction, or equal, along the entire frontage of  
10 Cornell Street in accordance with City of Rialto Standard Drawings. The pavement  
11 section shall be determined using a Traffic Index ("TI") of 6. The pavement section  
12 shall be designed by a California registered Geotechnical Engineer using "R" values  
13 from the project site and submitted to the City Engineer for approval. Pavement shall  
14 extend from the Redwood Header to the curb and gutter located 18 feet north of the  
15 centerline.
- 16 34. The applicant shall construct an 8 inch V.C.P. sewer main along the entire project  
17 frontage of Cornell Street with a connection to the sewer main within Linden Avenue, as  
18 necessary to provide sewer services to the new residential development. All sewer shall  
19 be installed in accordance with City of Rialto Standard Drawings, and as required by the  
20 City Engineer.
- 21 35. The applicant shall construct a 4 inch V.C.P. sewer lateral to each lot with a connection  
22 to the sewer main within Cornell Street, in accordance with City of Rialto Standard  
23 Drawings, and as required by the City Engineer.
- 24 36. All sewer mains constructed by the applicant are to become part of the public sewer.  
25 The sewer system shall be pressure tested and digitally video recorded by the applicant,  
26 subject to the City's wastewater system operator (Veolia) review and approval, prior to  
27 acceptance of the sewer system for maintenance by the City. The developer shall be  
28 responsible for all costs associated with testing and inspection services. Any defects of  
the sewer main shall be removed, replaced, or repaired to the satisfaction of the City  
Engineer prior to acceptance.
37. Domestic water service to the underlying property is provided by the Fontana Water  
Company. New domestic water service shall be installed in accordance with Fontana  
Water Company requirements. Contact Fontana Water Company at (909) 822-2201 to  
coordinate domestic water service requirements.
38. The applicant shall install a new domestic water line along the entire project frontage of  
Cornell Street, pursuant to the Fontana Water Company requirements. A water line plan  
shall be approved by Fontana Water Company prior to approval of Tract Map No.  
20085.

- 1 39. The applicant shall submit a Grading Plan prepared by a California registered civil  
2 engineer to the Public Works Engineering Division for review and approval. The  
3 Grading Plan shall be approved by the City Engineer prior to approval of Tract Map No.  
4 20085.
- 5 40. The applicant shall submit a Water Quality Management Plan identifying site specific  
6 Best Management Practices ("BMPs") in accordance with the Model Water Quality  
7 Management Plan ("WQMP") approved for use for the Santa Ana River Watershed.  
8 The site specific WQMP shall be submitted to the City Engineer for review and  
9 approval with the Grading Plan. A WQMP Maintenance Agreement shall be required,  
10 obligating the property owner(s) to appropriate operation and maintenance obligations  
11 of on-site BMPs constructed pursuant to the approved WQMP. The WQMP and  
12 Maintenance Agreement shall be approved prior to approval of Tract Map No. 20085.
- 13 41. The applicant shall prepare a Notice of Intent (NOI) to comply with the California  
14 General Construction Stormwater Permit (Water Quality Order 2009-0009-DWQ as  
15 modified September 2, 2009) is required via the California Regional Water Quality  
16 Control Board online SMARTS system. A copy of the executed letter issuing a Waste  
17 Discharge Identification (WDID) number shall be provided to the City Engineer prior to  
18 issuance of a grading or building permit. The applicant's contractor shall prepare and  
19 maintain a Storm Water Pollution Prevention Plan ("SWPPP") as required by the  
20 General Construction Permit. All appropriate measures to prevent erosion and water  
21 pollution during construction shall be implemented as required by the SWPPP.
- 22 42. The applicant shall submit a Geotechnical/Soils Report, prepared by a California  
23 registered Geotechnical Engineer, for and incorporated as an integral part of the grading  
24 plan for the proposed development. A copy of the Geotechnical/Soils Report shall be  
25 submitted to the Public Works Engineering Division with the first submittal of the  
26 Precise Grading Plan.
- 27 43. The applicant shall provide pad elevation certifications for all building pads in  
28 conformance with the approved Grading Plan.
44. Prior to the 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.
45. All stormwater runoff passing through the site shall be accepted and conveyed across the property in a manner acceptable to the City Engineer. For all stormwater runoff falling on the site, on-site retention or other facilities approved by the City Engineer shall be required to contain the increased stormwater runoff generated by the development of the property. Provide a hydrology study to determine the volume of increased stormwater runoff due to development of the site, and to determine required stormwater runoff mitigation measures for the proposed development. Final retention basin sizing and other stormwater runoff mitigation measures shall be determined upon review and

1 approval of the hydrology study by the City Engineer and may require redesign or  
2 changes to site configuration or layout consistent with the findings of the final hydrology  
3 study. The volume of increased stormwater runoff to retain on-site shall be determined  
4 by comparing the existing “pre-developed” condition and proposed “developed”  
5 condition, using the 100-year frequency storm.

6 46. Any utility trenches or other excavations within existing asphalt concrete pavement of  
7 off-site streets required by the proposed development shall be backfilled and repaired in  
8 accordance with City of Rialto Standard Drawings. The developer shall be responsible  
9 for removing, grinding, paving and/or overlaying existing asphalt concrete pavement of  
10 off-site streets as required by and at the discretion of the City Engineer, including  
11 additional pavement repairs to pavement repairs made by utility companies for utilities  
12 installed for the benefit of the proposed development (i.e. Rialto Water Services,  
13 Southern California Edison, Southern California Gas Company, Time Warner, Verizon,  
14 etc.). Multiple excavations, trenches, and other street cuts within existing asphalt  
15 concrete pavement of off-site streets required by the proposed development may require  
16 complete grinding and asphalt concrete overlay of the affected off-site streets, at the  
17 discretion of the City Engineer. The pavement condition of the existing off-site streets  
18 shall be returned to a condition equal to or better than existed prior to construction of the  
19 proposed development.

20 47. In accordance with Chapter 15.32 of the City of Rialto Municipal Code, all existing  
21 electrical distribution lines of sixteen thousand volts or less and overhead service drop  
22 conductors, and all telephone, television cable service, and similar service wires or lines,  
23 which are on-site, abutting, and/or transecting, shall be installed underground. The  
24 existing overhead utilities extending along the west side of Spruce Avenue meet the  
25 requirement to be installed underground. Utility undergrounding shall extend to the  
26 nearest off-site power pole; no new power poles shall be installed unless otherwise  
27 approved by the City Engineer. A letter from the owners of the affected utilities shall be  
28 submitted to the City Engineer prior to approval of the Grading Plan, informing the City  
that they have been notified of the City’s utility undergrounding requirement and their  
intent to commence design of utility undergrounding plans. When available, the utility  
undergrounding plan shall be submitted to the City Engineer identifying all above  
ground facilities in the area of the project to be undergrounded. Undergrounding of  
existing overhead utility lines shall be completed prior to approval of Tract Map No.  
20085.

23 48. Upon approval of any improvement plan by the City Engineer, the applicant shall  
24 provide the improvement plan to the City in digital format, consisting of a DWG  
25 (AutoCAD drawing file), DXF (AutoCAD ASCII drawing exchange file), and PDF  
26 (Adobe Acrobat) formats. Variation of the type and format of the digital data to be  
27 submitted to the City may be authorized, upon prior approval by the City Engineer.

28 49. 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



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

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

6 51. All proposed trees within the public right-of-way and within 10 feet of the public  
7 sidewalk and/or curb shall have City approved deep root barriers installed, as required  
8 by the City Engineer.

9 52. The applicant shall submit a final map (Tract Map No. 20085), be prepared by a  
10 California registered Land Surveyor or qualified Civil Engineer, to the Public Works  
11 Engineering Division for review and approval. A Title Report prepared for subdivision  
12 guarantee for the subject property, the traverse closures for the existing parcel and all  
13 lots created therefrom, and copies of record documents shall be submitted with Tract  
14 Map No. 20085 to the Public Works Engineering Division as part of the review of the  
15 Map. Tract Map No. 20085 shall be approved by the City Council prior to issuance of  
16 any building permits.

17 53. In accordance with Government Code 66462, all required public improvements shall be  
18 completed prior to the approval of a final map (Tract Map No. 20085). Alternatively,  
19 the applicant may enter into a Subdivision Improvement Agreement to secure the cost of  
20 all required public improvements at the time of requesting the City Engineer's approval  
21 of Tract Map No. 20085. If a Subdivision Improvement Agreement is requested by the  
22 applicant, a fee of \$2,000 shall be paid for preparation and processing of the Subdivision  
23 Improvement Agreement. The applicant will be required to secure the Subdivision  
24 Improvement Agreement pursuant to Government Code 66499 in amounts determined  
25 by the City Engineer.

26 54. A minimum of 48 inches of clearance for disabled access shall be provided on all public  
27 sidewalks.

28 55. The applicant shall install a stop sign, stop bar, and "STOP" legend on Cornell Street at  
the intersection of Linden Avenue, in accordance with City of Rialto Standard  
Drawings, and in conformance with the 2014 California Manual on Uniform Traffic  
Control Devices, or subsequent editions in force at the time of construction.

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

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

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

5 59. Pursuant to Section 17.16.050A of the Rialto Municipal Code, approval of TTM No.  
6 20085 is granted for a period of twenty-four (24) months from the effective date of  
7 this resolution. Pursuant to Section 17.16.050C of the Rialto Municipal Code, an  
8 extension of time for TTM No. 20085 may be granted by the Planning Commission  
9 for a period or periods not to exceed a total of thirty-six (36) months. The period or  
10 periods of extension shall be in addition to the original twenty-four (24) months. An  
11 application shall be filed with the Planning Division for each extension together with  
12 the required fee prior to the expiration date of TTM No. 20085.

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

15 PASSED, APPROVED AND ADOPTED this 12th day of July, 2017.

16 \_\_\_\_\_  
17 JOHN PEUKERT, CHAIR  
18 CITY OF RIALTO PLANNING COMMISSION  
19  
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27  
28

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. \_\_\_\_ was duly passed and adopted at a regular meeting of the Planning  
7 Commission of the City of Rialto held on the \_\_\_\_th day of \_\_\_\_, 2017.

8 Upon motion of Planning Commissioner\_\_\_\_\_, seconded by Planning Commissioner  
9 \_\_\_\_, the foregoing Resolution No. \_\_\_\_ was duly passed and adopted.

10 Vote on the motion:

11 AYES:

12 NOES:

13 ABSENT:

14 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City  
15 of Rialto this \_\_\_\_th day of \_\_\_\_, 2017.

16  
17  
18  
19 \_\_\_\_\_  
20 SHEREE LEWIS, ADMINISTRATIVE ASSISTANT  
21  
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28

## EXHIBIT "C"

TENTATIVE ☒ TRACT NO. 20085

(Subdivision/Unit No.)

642 N Linden LLC

(Subdivider)

### ENVIRONMENTAL WARRANTY

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

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

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

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

Exhibit "C"

44

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.

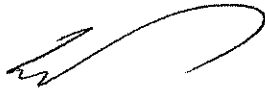
5. All persons executing this warranty hereby represent and warrant to the City of Rialto, and Subdivider hereby represents and warrants, that the signators hereto have the legal power, right and authority to execute this warranty on behalf of the Subdivider and that the signators hereto have sufficient 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.

6/12/18  
Dated: May 22, 2018

**SUBDIVIDER\***

By: 642 N Linden LLC



Saber Alvarado

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

Exhibit "C"

