

SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF RIALTO

and

THRIFTY OIL CO.

SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN
THE CITY OF RIALTO
AND
THRIFTY OIL CO.

Agreement Date: _____

Subdivider Name: THRIFTY OIL CO. (hereinafter "Subdivider")

Subdivision Name: Parcel Map No. 20004 (No. of Parcels: 1) (hereinafter "Subdivision")

Tentative Parcel Map No: 20004 (**Approval Date:** _____) (hereinafter "Approved Tentative Map")

Improvement Plans Approved On:

1. Precise Grading Plans (includes the Streets, Signing/Striping and Street Lights): June 11, 2019
2. Offsite Sewer Plans approved on May 2, 2019
3. LMD Landscape and Irrigation plans approved on September 9, 2019

Estimated Total Cost of Improvements: \$175,085.15

Estimated Total Cost of Monumentation: \$5,200.00 (based upon the Plans, including individual lots, subdivision boundary and public improvements)

Security:

Bond Nos.: 9294505

Surety: Fidelity and Deposit Company of Maryland

- OR -

Irrevocable Standby Letter of Credit No.: _____

Financial Institution: _____

- OR -

Cash/Certificate of Deposit, Agreement Dated: _____

Financial Institution: _____

Designees for the Service of Written Notice:

CITY:	SUBDIVIDER:
City Engineer City of Rialto 150 S. Palm Avenue Rialto, CA 92376 Tel.: (909) 820-2525	Thrifty Oil Co. Attn: Moshe Sassover 13116 Imperial Highway Santa Fe Springs, CA 90670 Tel.: (562) 921-3581
CITY PROJECT INSPECTOR	SURETY
City of Rialto Public Works Department 335 W. Rialto Avenue Rialto, CA 92376 Tel.: (909) 421-7294	Fidelity and Deposit Company of Maryland 777 S. Figueroa St., #3900 Los Angeles, CA 90017 Tel.: (213) 270-0802

TABLE OF CONTENTS

1. Construction Obligations.....	2
3.1 Works of Improvement	2
3.2 Other Obligations Referenced in Conditions of Tentative Map Approval	2
3.3 Intent of Plans.....	2
3.4 Survey Monuments.....	3
3.5 Performance of Work.....	3
3.6 Changes in the Work	3
3.7 Defective Work	3
3.8 No Warranty by City.....	3
3.9 Authority of the City Engineer	3
3.10 Documents Available at the Site.....	3
3.11 Inspection	4
3.12 Compliance with Law.....	4
3.13 Suspension of Work	4
3.14 Erosion and Dust Control and Environmental Mitigation.....	4
3.15 Final Acceptance of Works of Improvement	4
3.16 Vesting of Ownership	5
3.17 Subdivider's Obligation to Warn Public During Construction	5
3.18 Injury to Public Improvements, Public Property or Public Utility.....	5
4. Time for Performance.....	5
4.1 Commencement and Completion Dates	5
4.2 Phasing Requirements	6
4.3 Force Majeure	6
4.4 Continuous Work	6
4.5 Reversion to Acreage	6
5. Labor.....	6
5.1 Labor Standards	6
5.2 Nondiscrimination	6
5.3 Licensed Contractors.....	7
5.4 Workers' Compensation	7
6. Security	7

6.1	Required Security	7
6.2	Form of Security Instruments.....	8
6.3	Subdivider's Liability	9
6.4	Letters of Credit.....	9
6.5	Release of Security Instruments.....	9
7.	Cost of Construction and Provision of Inspection Service	10
7.1	Subdivider Responsible for All Related Costs of Construction	10
7.2	Payment to City for Cost of Related Inspection and Engineering Services.....	10
8.	Acceptance of Offers of Dedication	10
9.	Warranty of Work	10
10.	Default.....	11
10.1	Default by Subdivider.....	11
10.2	Remedies	11
10.3	'Notice of Violation.....	12
10.4	Remedies Not Exclusive.....	12
10.5	Attorney's Fees and Costs.....	12
10.6	Waiver	12
11.	Indemnity/Hold Harmless	12
12.	Subdivider's Indemnity of Project Approval	13
13.	Insurance Requirements.....	13
14.	Environmental Warranty	15
15.	General Provisions	16
15.1	Successors and Assigns.....	16
15.2	No Third Party Beneficiaries	17
15.3	No Vesting Rights.....	17
15.4	Subdivider is Not Agent of City	17

Table of Contents

15.5	Time of the Essence.....	17
15.6	Notices	17
15.7	No Apportionment.....	17
15.8	Severability	18
15.9	Captions	18
15.10	Incorporation of Recitals	18
15.11	Interpretation	18
15.12	Entire Agreement; Waivers and Amendments.....	18
15.13	Counterparts.....	18
16.	Authority	18

Table of Contents

SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this _____ day of _____, 20____, 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 THRIFTY OIL CO., a California corporation (Subdivider").

RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map identified as **Tentative (Tract/Parcel) Map No. 20004**, (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. 20004** 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 \$175,085.15.

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. 20004** 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.

25. 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 \$175,085.15 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 \$175,085.15 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 \$5,200.00 equal to 100% of the cost thereof.

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

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of \$26,262.77 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
 - (ii) This policy shall provide coverage for \$1,000,000 Employers' Liability (Coverage B).
 - (iii) Pursuant to Labor Code section 1861, Subdivider by executing this Agreement certifies: *"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."*
 - (iv) 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, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium per Policy form and/or California amendatory endorsement." 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: CO-CEO

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 _____
Savat Khamphou , PE, Public Works Director/City Engineer

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On February 13, 2020 before me, Erica McCormick, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

Erica McCormick

(Seal)

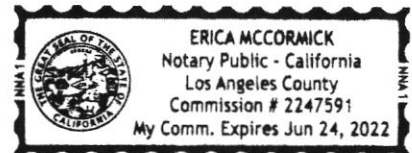


EXHIBIT "A"

PARCEL MAP NO. 20004 LEGAL DESCRIPTION

PARCEL MAP NO. 20004

IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

BEING A MERGER OF PARCEL 2 OF PARCEL MAP NO. 19211, AS PER MAP FILED SEPTEMBER 17, 2010 IN BOOK 237, PAGES 29 AND 30, OF PARCEL MAPS, WITH THAT PORTION OF LOT 6 AS SHOWN ON THE MAP OF RIALTO HEIGHTS FILED IN BOOK 18, PAGE 22, OF MAPS, BOTH FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, TOGETHER WITH THE WEST 30 FEET OF PALM AVENUE AS VACATED BY THE CITY OF RIALTO IN THE DOCUMENT RECORDED IN BOOK 9647, PAGE 1470, OFFICIAL RECORDS.

Exhibit "A"

EXHIBIT "B"

TENTATIVE PARCEL MAP NO. 20004 CONDITIONS OF APPROVAL

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



City of Rialto

California

DEVELOPMENT REVIEW COMMITTEE

STATEMENT OF ACCEPTANCE

I, MOSHE SASSOVER, dba THRIFTY OIL CO.,
do hereby state that I am aware of all Conditions of Approval for **Precise Plan of Design**
No. 2018-0069 (Master Case No. 2018-0069) and do hereby agree to accept and abide by
all conditions set forth in the approval letter dated March 20, 2019.

MOSHE SASSOVER, CO-CEO
(Print Name/Title)

(Signature)

3/27/2019

(Date)



City of Rialto

California

March 20, 2019

Stephane Wandel
Thrifty Oil Co.
13116 Imperial Highway
Santa Fe Springs, CA 90670

RE: PRECISE PLAN OF DESIGN NO. 2018-0069 (MASTER CASE NO. 2018-0069):
Development of an 67,465 square foot industrial warehouse building and associated paving, drainage, lighting, fencing, and landscaping on 4.32 gross acres of land (APNs: 0264-212-18 & -55) located on the east side of Ayala Drive approximately 650 feet north of Base Line Road within the Employment (EMP) zone of the Renaissance Specific Plan.

Dear Mr. Wandel:

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

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

On Wednesday, November 14, 2018, the City's Development Review Committee (DRC) approved **Precise Plan of Design No. 2018-0069**, subject to the attached requirements.

Approval of Precise Plan of Design No. 2018-0069 shall not be final until the Applicant has signed the enclosed Statement of Acceptance of Conditions of Approval. The Building and Public Works Department will not begin plan checking for building or grading permits until the signed Statement of Acceptance has been filed with the Planning Division.

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

If you are aggrieved by any of the Conditions set forth in this approval letter, please contact the appropriate staff member as identified in the Conditions of Approval. If you still wish to discuss the

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

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

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

Sincerely,



Daniel Casey
Senior Planner

Enclosures
PPD No. 2018-0069 Conditions

cc: Development Review Committee (via email)
Thrifty Oil Co. (via email)



Project Conditions City of Rialto

Project Number: PPD2018-0069

Description: 67,465sf Warehouse on 4.32 acres

Applied: 7/5/2018

Approved: 11/14/2018

Site Address: AYALA DR

Closed:

Expired:

City, State Zip Code: RIALTO, CA 92376

Status: APPROVED

Applicant: THRIFTY OIL CO

Parent Project: MC2018-0069

Owner: THRIFTY OIL CO

Contractor: <NONE>

Details:

LIST OF CONDITIONS					
SEQ NO	ADDED DATE	REQUIRED DATE	SATISFY DATE	TYPE	STATUS
DEPARTMENT		CONTACT		REMARKS	
1	11/1/2018			P1	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
Precise Plan of Design No. 2018-0069 is approved allowing the development of an approximately 67,465 square foot industrial warehouse building and associated paving, drainage, lighting, fencing, and landscaping on 4.32 gross acres of land (APNs: 0264-212-18 & -55) located on the east site of Ayala Drive approximately 650 feet north of Base Line Road, subject to the conditions of approval contained herein.					
2	11/1/2018			P2	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The approval of Precise Plan of Design No. 2018-0069 is granted for a one (1) year period from the date of approval. Any request for an extension shall be reviewed by the Development Review Committee and shall be based on the progress that has taken place toward the development of the project.					
3	11/1/2018			P3	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The development associated with Precise Plan of Design No. 2018-0069 shall substantially conform to the site plan, floor plan, roof plan, elevations, preliminary landscape plan, and conceptual grading and drainage plan received by the Planning Division of October 29, 2018, except as may be required to be modified based on the conditions of approval contained herein.					
4	11/1/2018			P4	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The development associated with Precise Plan of Design No. 2018-0069 shall comply with all applicable sections of the Renaissance Specific Plan, the Rialto Municipal Code, and all other applicable State and local laws and ordinances.					



Project Conditions City of Rialto

5	11/1/2018			P5	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes: City inspectors shall have access to the site to reasonably inspect the site during normal working hours to assure compliance with these conditions and other codes.					
6	11/1/2018			P6	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes: The applicant shall defend, indemnify and hold harmless the City of Rialto, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, and approval of the City, its advisory agencies, appeal boards, or legislative body concerning Precise Plan of Design No. 2018-0069. The City will promptly notify the applicant of any such claim, action, or proceeding against the City and will cooperate fully in the defense.					
7	11/1/2018			P7	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes: The applicant shall install decorative pavement within each driveway connected to Ayala Drive. The decorative pavement shall extend across the entire width of each driveway and shall have a minimum depth of twenty-five (25) feet as measured from the property line along Ayala Drive. Decorative pavement means decorative pavers and/or color concrete with patterns and color variety. The location of the decorative pavement shall be identified on the Precise Grading Plan prior to the issuance of a grading permit, and it shall also be identified on the site plan within the formal building plan check submittal prior to the issuance of building permits. The type of decorative pavement shall be identified on the formal Landscape Plan submittal prior to the issuance of building permits.					
8	11/1/2018			P8	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes: Any aboveground stormwater retention basin shall be located outside of the required fifteen (15) foot landscape setback along Ayala Drive. Any required stormwater retention system shall be identified on the Precise Grading Plan prior to the issuance of a grading permit.					
9	11/1/2018			P9	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes: The applicant shall provide undulating berms within the landscape setback along Ayala Drive, specifically adjacent to parking areas . The highest part of the berms shall be at least three (3) feet in height. The berms shall not encroach into any part of the landscape easement along Ayala Drive. The berms shall be identified on the Precise Grading Plan prior to the issuance of a grading permit. The berms shall also be identified on the formal Landscape Plan submittal prior to the issuance of building permits.					
10	11/1/2018			P10	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes: In order to provide enhanced building modulation in accordance with Section 4 of the Renaissance Specific Plan (Design Guidelines) and Chapter 18.61 (Design Guidelines) of the Rialto Municipal Code, the applicant shall route all downspouts inside the building on all elevations of the building visible from Ayala Drive. The internal downspouts shall be identified within the formal building plan check submittal prior to the issuance of building permits.					



Project Conditions City of Rialto

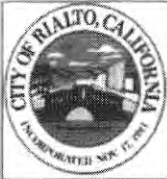
11	11/1/2018			P11	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
In order to provide enhanced building modulation in accordance with Section 4 of the Renaissance Specific Plan (Design Guidelines) and Chapter 18.61 (Design Guidelines) of the Rialto Municipal Code, the applicant shall provide façade returns, at least three (3) feet in depth from the main wall plane, at all height variations on all four (4) sides of the building. The façade returns shall be demonstrated on the roof plans within the formal building plan check submittal prior to the issuance of building permits.					
12	11/1/2018			P12	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
Any new walls, including retaining walls, shall be comprised of decorative masonry block or decorative concrete. Decorative masonry block means tan slumpstone block, tan split-face block, or precision block with a stucco, plaster, or cultured stone finish. Decorative concrete means finished or painted concrete consistent with the architectural style of the building. Pilasters shall be incorporated within all new walls fronting the public right-of-way. The pilasters shall be spaced a maximum of seventy (70) feet on-center and shall be placed at all corners and ends of the wall. All pilasters shall protrude a minimum six (6) inches above and to the side of the wall. All decorative masonry walls and pilasters shall include a decorative masonry cap. All walls and pilasters shall be identified on the site plan, and an elevation detail for the walls shall be included in the formal building plan check submittal prior to the issuance of building permits.					
13	11/1/2018			P13	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
Any new fencing shall be comprised of tubular steel. Decorative masonry or decorative concrete pilasters, with a minimum dimension of sixteen (16) inch square, shall be incorporated within all new fencing visible from the public right-of-way. Decorative masonry block means tan slumpstone block, tan split-face block, or precision block with a stucco, plaster, or cultured stone finish. Decorative concrete means painted concrete with patterns, reveals, and/or trim lines. The pilasters shall be spaced a maximum of seventy (70) feet on-center and shall be placed at all corners and ends of the fencing. All decorative masonry pilasters shall include a decorative masonry cap. All fencing and pilasters shall be identified on the site plan, and an elevation detail for the fencing and pilasters shall be included in the formal building plan check submittal prior to the issuance of building permits.					
14	11/1/2018			P14	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The applicant shall construct an ADA accessible trash enclosure on the project site. The trash enclosure shall provide room for one (1) commercial waste container and one (1) commercial recycling container. The exterior of the trash enclosure shall match the material and base color of the building. Additionally, the trash enclosure shall contain solid steel doors and a solid cover. Corrugated metal and chain-link are not acceptable materials to use for the trash enclosure. The location of the trash enclosure shall be identified on the site plan within the formal building plan check prior to the issuance of building permits. An elevation detail for the trash enclosures shall be provided within formal building plan check submittal prior to the issuance of building permits.					
15	11/1/2018			P15	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
All new light standards, including the base, shall have a maximum height of twenty-five (25) feet, as measured from the finished surface. Lighting shall be shielded and/or directed toward the site so as not to produce direct glare or "stray light" onto adjacent properties. All light standards shall be identified on the site plan and a note indicating the height restriction shall be included within the formal building plan check submittal prior to the issuance of building permits.					



Project Conditions

City of Rialto

16	11/1/2018			P16	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The applicant shall submit a formal Landscape Plan to the Planning Division prior to the issuance of building permits. The submittal shall include three (3) sets of planting and irrigation plans, a completed Landscape Plan Review application, and the applicable review fee.					
17	11/1/2018			P17	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The applicant shall plant one (1) tree every six (6) parking spaces. All parking lot trees shall be a minimum of fifteen (15) gallons in size, upon initial planting. Thereafter, the parking lot trees shall be permanently irrigated and maintained. All parking lot tree species shall consist of evergreen broadleaf trees. The trees shall be identified on the formal Landscape Plan submittal prior to the issuance of a landscape permit.					
18	11/1/2018			P18	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The applicant shall plant one (1) tree every thirty (30) feet on-center within the on-site landscape setback along Ayala Drive. All trees within the landscape setbacks shall be a minimum of twenty-four (24) inch box in size, upon initial planting. Thereafter, the trees within the landscape setback shall be permanently irrigated and maintained. At least fifty (50) percent of the trees within the setbacks shall consist of evergreen broadleaf trees, while the remaining percentage may consist of broadleaf deciduous trees and/or palm trees. The trees shall be identified on the formal Landscape Plan submittal prior to the issuance of a landscape permit.					
19	11/1/2018			P19	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The applicant shall plant one (1) tree every thirty (30) feet on-center within the public right-of-way parkway along Ayala Drive, with the exception of areas within a driveway line-of-sight, as determined by the Public Works Engineering Division. All trees within the public right-of-way parkway shall be a minimum of twenty-four (24) inch box in size, upon initial planting. Thereafter, the trees within the public right-of-way parkway shall be permanently irrigated and maintained, as required by the Public Works Department. The street tree species along Ayala Drive shall be the Quercus Suber "Cork Oak" and/or the Liriodendron Tulipifera "Tulip Tree". The trees shall be identified on the formal Landscape Plan submittal prior to the issuance of building permits.					
20	11/1/2018			P20	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The applicant shall plant shrubs along the west side of the parking lot for the purpose of screening vehicles. All parking lot screen shrubs shall be a minimum of five (5) gallons in size upon initial planting, and the shrubs shall be spaced no more than three (3) feet on-center. Thereafter, the parking lot screen shrubs shall be permanently irrigated and maintained into a continuous box-shape with a height of no less than three and one-half (3.5) feet above the finished grade. The shrubs shall be identified on the formal Landscape Plan submittal prior to the issuance of a landscape permit.					



Project Conditions City of Rialto

21	11/1/2018			P21	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The applicant shall plant shrubs that surround all ground mounted equipment and utility boxes, including transformers, fire-department connections, backflow devices, etc. for the purpose of providing screening of said equipment and utility boxes. All equipment and utility box screen shrubs shall be a minimum of five (5) gallons in size upon initial planting, and the shrubs shall be spaced no more than three (3) feet on-center. Thereafter, the equipment and utility box screen shrubs shall be permanently irrigated and maintained into a continuous box-shape with a height of no less than three and one-half (3.5) feet above the finished grade. The shrubs shall be identified on the formal Landscape Plan submittal prior to the issuance of a landscape permit.					
22	11/1/2018			P22	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
The applicant shall plant a substantial amount of trees, shrubs, and groundcover throughout all land on-site and off-site that is not covered by structures, walkways, parking areas, and driveways, including the west side of the building. Trees shall be planted a minimum of thirty (30) feet on-center, and shrubs and groundcover shall be planted an average of three (3) feet on-center or less. All trees shall be minimum of fifteen (15) gallons in size upon initial planting, unless otherwise specified herein. All shrubs shall be a minimum of one (1) gallon in size, unless otherwise specified herein. All planter areas shall receive a minimum two (2) inch thick layer of brown bark, organic mulch, and/or decorative rock upon initial planting. Pea gravel and decomposed granite are not acceptable materials to use within on-site and off-site planter areas. All planter areas on-site shall be permanently irrigated and maintained. The planting and irrigation shall be identified on the formal Landscape Plan submittal prior to the issuance of a landscape permit.					
23	11/1/2018			P23	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
All planting and irrigation shall be installed on-site in accordance with the approved landscape plans and permit prior to the issuance of a Certificate of Occupancy. The installation of the planting and irrigation shall be certified in writing by the landscape architect responsible for preparing the landscape plans prior to the issuance of a Certificate of Occupancy.					
24	11/1/2018			P24	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
Any tubular steel fencing and/or sliding gates shall be painted black prior to the issuance of a Certificate of Occupancy.					
25	11/1/2018			P25	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
All non-glass doors shall be painted to match the color of the adjacent wall prior to the issuance of a Certificate of Occupancy.					
26	11/1/2018			P26	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes:					
All signage on the building shall comply with Section 5 (Signs) of the Renaissance Specific Plan.					



Project Conditions City of Rialto

27	11/1/2018			P27	PPD CONDITION
PLANNING DIVISION		DANIEL CASEY			
Notes: The applicant shall obtain necessary approvals and permits that may be required by any State and local agencies prior to the issuance of a Certificate of Occupancy.					
28	7/20/2018			B1	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Provide three to five (3-5) full sets of construction plans and documentation for plan review of the proposed project. Below you will find a list of the plans and documents Building and Safety will need for plan review. The initial plan review will take approximately two weeks on most projects. Provide the following sets of plans and documents. Building and Safety submittal required at first plan review					
29	7/20/2018			B2	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: (3-5) Full Architectural and Structural Plans with all MEP plans (2) Structural Calculations (2) Sets of Truss Calculations and Layout (2) Rough Grading Plans approved by Engineering (2) Water Quality Management Plan, (WQMP) and Erosion Control Plan (2) Storm water Pollution Prevention Plan (2) Title 24 Energy Calculations					
30	7/20/2018			B3	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: All structures shall be designed in accordance with the 2016 California Building Code, 2016 California Mechanical Code, 2016 California Plumbing Code, and the 2016 California Electrical Code, and the 2016 California Green Buildings Standards adopted by the State of California.					
31	7/20/2018			B4	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Scope of work on Title page with all proposed work called out that you want permitted (ex. Main structure, perimeter walls, trash enclosure, light standards)					
32	7/20/2018			B5	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Any and all deferred submittals must be approved prior to first submittal					
33	7/20/2018			B6	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: The Developer/Owner is responsible for the coordination of the final occupancy. The Developer/Owner shall obtain clearances from each department and division prior to requesting a final building inspection from Building and Safety. Each department shall sign the bottom of the Building and Safety Job Card					



Project Conditions City of Rialto

34	7/20/2018			B7	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Building and Safety inspection requests can be made twenty four (24) hours in advance for next day inspection. Please contact (909) 820-2505 to schedule an inspection. You may also request inspections at the Building and Safety public counter					
35	7/20/2018			B8	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: All construction sites must be protected by a security fence and screening. The fencing and screening shall be maintained at all times to protect pedestrians					
36	7/20/2018			B9	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Temporary toilet facilities shall be provided for construction workers. The toilet facilities shall be maintained in a sanitary condition. Construction toilet facilities of the non-sewer type shall conform to ANSI ZA.3					
37	7/20/2018			B10	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Design criteria for the City of Rialto are: Ultimate wind speed of 130, exposure C seismic zone D					
38	7/20/2018			B11	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Construction projects which require temporary electrical power shall obtain an Electrical Permit from Building and Safety. No temporary electrical power will be granted to a project unless one of the following items is in place and approved by Building and Safety and the Planning Department. (A) Installation of a construction trailer, or, (B) Security fenced area where the electrical power will be located					
39	7/20/2018			B12	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Installation of construction/sales trailers must be located on private property. No trailers can be located in the public street right of way					
40	7/20/2018			B13	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Site development and grading shall be designed to provide access to all entrances and exterior ground floors exits and access to normal paths of travel, and where necessary to provide access. Paths of travel shall incorporate (but not limited to) exterior stairs, landings, walks and sidewalks, pedestrian ramps, curb ramps, warning curbs, detectable warning, signage, gates, lifts and walking surface materials. The accessible route(s) of travel shall be the most practical direct route between accessible building entrances, site facilities, accessible parking, public sidewalks, and the accessible entrance(s) to the site, California Building Code, (CBC) Chapter 11, Sec. 11A and 11B.					



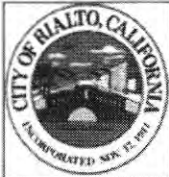
Project Conditions City of Rialto

41	7/20/2018			B14	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: The City enforces the State of California provisions of the California Building Code disabled access requirements. The Federal Americans with Disabilities Act (ADA) standards may differ in some cases from the California State requirements, therefore it is the building owners responsibility to be aware of those differences and comply accordingly					
42	7/20/2018			B15	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Site facilities such as parking open or covered, recreation facilities, and trash dumpster areas, and common use areas shall be accessible per the CBC, Chapter 11					
43	7/20/2018			B16	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Separate permits are required for all accessory structures; example would be detached trash enclosures, patios, block walls, and storage buildings					
44	7/20/2018			B17	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Provide location on plans for "Illuminated address/es"					
45	7/20/2018			B18	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Pursuant to the California Business and Professions Code Section 6737, most projects are required to be designed by a California Licensed Architect or Engineer. The project owner or developer should review the section of the California Codes and comply with the regulation					
46	7/20/2018			B19	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Fire sprinklers, fire alarm systems and fire hydrant plans shall be submitted for plan review concurrently with building plans and shall be approved prior to Building permit issuance					
47	7/20/2018			B20	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: When required, three (3) copies of the building plans shall be submitted to the County Department of Environmental Health for approval, prior to submittal of the plans to the Building Division for plan review. Permits will not be issued or plans approved until two copies of the approved health plans have been received and reviewed by the Building Division					



Project Conditions City of Rialto

48	7/20/2018			B21	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Normal Building Division business hours are Monday through Thursday between 7:00 a.m. and 6:00 p.m. Normal Inspection hours are 8:00 a.m. to 5:00 p.m. Inspection requests shall be made at least one business day prior to the inspection date. No overtime inspections are available and deputy inspectors shall not perform required inspection under any circumstance					
49	7/20/2018			B22	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Permitted hours for construction work from October 1st through April 30th are Monday Friday, 7:00 a.m. to 5:30 p.m. and Saturday 8:00 a.m. to 5:00 p.m. From May 1st through September 30th permitted hours for construction is Monday- Friday, 6:00 a.m. to 7:00 p.m. and Saturday 8:00 a.m. to 5:00 p.m. Construction is prohibited on Sundays and State holidays					
50	7/20/2018			B23	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Place PPD conditions of approval on the plans and include the PPD number on right bottom corner cover page in 20 point bold					
51	7/20/2018			B24	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: 65% of all construction and demo debris shall be recycled using an approved City of Rialto recycling facility. Copies of receipts for recycling shall be provided to the City Inspector and a copy shall be placed in the office of the construction site					
52	7/20/2018			B25	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Due to the proximity to the San Andreas Fault and the constant ground movement, the following are required: 1. All underground piping/conduits will have 6" of sand shading under and 12" of sand shading over. 2. All electrical runs with a hot and common wire will have a ground wire					
53	7/20/2018			B26	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Prior to the issuance of a Building Permit, the applicant shall pay all Development Improvement Fees to the City. Copies of receipts shall be provided to Building and Safety prior to permit issuance					
54	7/20/2018			B27	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes: Prior to issuance of a Building Permit all of the following must be in place: portable toilet with hand wash station, all BMP's, fencing and signage on each adjacent street saying "If there is any dust or debris coming from this site please contact (superintendent number here) or the AQMD if the problem is not being resolved" or something similar to this.					



Project Conditions City of Rialto

55	7/20/2018			B28	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes:					
All on site utilities shall be underground to the new proposed structure unless prior approval has been obtained by the utility company or the City					
56	7/20/2018			B29	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes:					
Prior to issuance of Building Permits, on site water service shall be installed and approved by the responsible agency. On site fire hydrants shall be approved by the Fire Department. No flammable materials will be allowed on the site until the fire hydrants are established and approved					
57	7/20/2018			B30	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes:					
Prior to issuance of Building Permits, site grading final and pad certifications shall be submitted to Building and Safety to include elevation, orientation, and compaction. The certifications are required to be signed by the engineer of record					
58	7/20/2018			B31	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes:					
Prior to issuance of Building Permits, school fees need to be paid to school district where project is located					
59	7/20/2018			B32	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes:					
Prior to issuance of Building Permits, Precise Grading Plans approved by Engineering.					
60	7/20/2018			B33	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes:					
All construction projects shall comply with the National Pollutant Discharge Elimination Systems (NPDES) and the current County of San Bernardino Storm Water Permit, MS-4					
61	7/20/2018			B34	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes:					
Per Rialto Fire, provide permanent or temporary fire protection before construction					
62	7/20/2018			B35	PPD CONDITION
BUILDING DIVISION		JAMES CARO			
Notes:					
No "Future" or "Proposed" items on plans					



Project Conditions City of Rialto

63	11/14/2018			EN2	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GENERAL: All Engineering Division requirements shall be completed to the satisfaction of the City Engineer prior to issuance of a certificate of occupancy unless otherwise noted					
64	11/14/2018			EN3	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GENERAL: Prior to issuance of a building permit, the developer shall pay all applicable development impact fees in accordance with the current City of Rialto fee ordinance.					
65	11/14/2018			EN4	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GENERAL: Prior to issuance of a building permit, The Precise Grading/Paving Plan shall be approved by the City Engineer					
66	11/14/2018			EN5	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GENERAL: Any improvements within the public right-of-way require a City of Rialto Encroachment Permit					
67	11/14/2018			EN6	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GENERAL: Submit California registered civil engineer prepared street improvement plans to the Engineering Division of Public Works for review and approval. Unless otherwise approved, the street improvement plans shall be approved concurrently with any street light, landscape and irrigation, and traffic signal plans. The plans shall be City Engineer approved prior to issuance of any building permits. Off-site public improvements may be included in the Precise Grading Plans if the proposed improvements are not significant to warrant their own set of plans.					



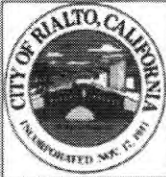
Project Conditions City of Rialto

68	11/14/2018			EN7	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GENERAL: Submit California registered civil engineer or traffic engineer prepared traffic striping and signage plans for review and approval. All required traffic thermoplastic striping and signage improvements shall be completed concurrently with street improvements to the satisfaction of the City Engineer and prior to issuance of a building permit. Approved traffic striping and signage plans must include required Class II thermoplastic Bicycle Facilities as referenced on the San Bernardino County Non-Motorized Transportation Plan – May 2014, Figure 5.41, Sheet 5-134. Off-site public improvements may be included in the Precise Grading Plans if the proposed improvements are not significant to warrant their own set of plans, including striping related to driveway improvement and utility trenching.					
69	11/14/2018			EN8	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GENERAL: Submit off-site landscaping and irrigation system improvement plans for review and approval at the time of first (1st) public improvement plan submittal to the Public Works Department. The parkway irrigation system may be jointly metered with the on-site private irrigation to be maintained for a period of one (1) year. The public right-of-way landscape and irrigation plans shall be approved concurrently with the street improvement plans and prior to issuance of a Certificate of Occupancy; note, waiting to submit plans after on-site construction permits are issued may delay the LLMD2 annexation and/or Public Works' clearance of Certificate of Occupancy. The landscaping architect must contact the City of Rialto Landscape Contract Specialist at (909) 772-2635 to ensure all landscape and irrigation guidelines are met prior to plan approval.					
70	11/14/2018			EN9	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GENERAL: All newly installed parkway landscaping in the public right-of-way shall be guaranteed for a period of one year from the date of the City Engineer acceptance. Any landscaping that fails during the one year landscape maintenance period shall be replaced with similar plant material to the satisfaction of the City Engineer, and shall be subject to a subsequent one year landscape maintenance period. The applicant must contact the City of Rialto Landscape Contract Specialist at (909) 772-2635 to confirm a full twelve (12) months' time of non-interrupted ongoing maintenance.					
71	11/14/2018			EN10	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GENERAL: All proposed trees within the public right-of-way and within 10 feet of the public sidewalk and/or curb shall have City approved deep root barriers installed in accordance with the Public Works Landscape and Irrigation Guidelines.					



Project Conditions City of Rialto

72	11/14/2018			EN11	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GENERAL: The developer 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 public street lighting improvements or relocated street lighting in the public right-of-way, to be maintained by the City of Rialto. Due to the required City Council Public Hearing action, the annexation process takes months and as such the developer is advised to apply for Special District annexation early in the process to avoid any delays at Certificate of Occupancy. It is understood that the LLMD2 will annex only Street lights along the property's frontage.					
73	11/14/2018			EN12	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GENERAL: All new and/or relocated street lights shall be installed on an independently metered, City-owned underground electrical system. The developer shall be responsible for applying with Southern California Edison ("SCE") for all appropriate service points and electrical meters early in the process to avoid delays. The developer must pay for the electrical service of new meter pedestals installed until such time as the improvements have been accepted and the underlying property is annexed into LLMD 2. The applicant must contact the City of Rialto Landscape Contract Specialist at (909) 772-2635 to confirm a full twelve (12) months' time of non-interrupted ongoing maintenance.					
74	11/14/2018			EN-OTHER	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GENERAL: The developer is responsible for requesting from the Public Works Department any addresses needed for any building(s) and/or any electrical/water single/dual irrigation meter pedestal(s).					
75	11/14/2018			EN13	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GENERAL: Repair any damaged and/or unsatisfactory asphalt concrete paving for streets in two separate lifts. The final lift of asphalt concrete pavement shall be postponed until such time that on-site construction activities are complete, as may be determined by the City Engineer. Paving of streets in one lift prior to completion of on-site construction will not be allowed, unless prior authorization has been obtained from the City Engineer. Completion of asphalt concrete paving for streets prior to completion of on-site construction activities, if authorized by the City Engineer, will require additional paving requirements prior to acceptance of the street improvements, including, but not limited to: removal and replacement of damaged asphalt concrete pavement, overlay, slurry seal, or other repairs, as required by the City Engineer					
76	11/14/2018			EN-OTHER	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GENERAL: All street cuts for utilities shall be repaired in accordance with City Standard SC-231 within 72 hours of completion of the utility work; and any interim trench repairs shall consist of compacted backfill to the bottom of the pavement structural section followed by placement of standard base course material in accordance with the Standard Specifications for Public Work Construction ("Greenbook"). The base course material shall be placed the full height of the structural section to be flush with the existing pavement surface and provide a smooth pavement surface until permanent cap paving occurs using an acceptable surface course material.					



Project Conditions City of Rialto

77	11/14/2018			EN-OTHER	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GENERAL: In accordance with City Ordinance No. 1589, adopted to preserve newly paved streets, any and all street and/or trench cuts in newly paved streets will be subject to moratorium street repair standards as reference in Section 11.04.145 of the Rialto Municipal Code.					
79	11/14/2018			EN15	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GENERAL: In accordance with Chapter 15.32 of the City of Rialto Municipal Code, all existing electrical distribution lines of sixteen thousand volts or less and overhead service drop conductors, and all telephone, television cable service, and similar service wires or lines, which are on-site, abutting, and/or transecting, shall be installed underground. Utility undergrounding shall extend to the nearest off-site power pole; no new power poles shall be installed unless otherwise approved by the City Engineer. A letter from the owners of the affected utilities shall be submitted to the City Engineer prior to approval of the Grading Plan, informing the City that they have been notified of the City's utility undergrounding requirement and their intent to commence design of utility undergrounding plans. When available, the utility undergrounding plan shall be submitted to the City Engineer identifying all above ground facilities in the area of the project to be undergrounded					
80	11/14/2018			EN16	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GENERAL: All damaged, destroyed, or modified pavement legends, traffic control devices, signing, striping, and street lights, associated with the proposed development shall be replaced as required by the City Engineer prior to issuance of a Certificate of Occupancy					
81	11/14/2018			EN17	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GENERAL: Construction signing, lighting and barricading shall be provided during all phases of construction as required by City Standards or as directed by the City Engineer. As a minimum, all construction signing, lighting and barricading shall be in accordance with Part 6 Temporary Traffic Control of the 2014 California Manual on Uniform Traffic Control Devices, or subsequent editions in force at the time of construction					
82	11/14/2018			EN18	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GENERAL: Upon approval of any improvement plan by the City Engineer, the improvement plan shall be provided to the City in digital format, consisting of a DWG (AutoCAD drawing file), DXF (AutoCAD ASCII drawing exchange file), and PDF (Adobe Acrobat) formats. Variation of the type and format of the digital data to be submitted to the City may be authorized, upon prior approval by the City Engineer.					



Project Conditions City of Rialto

83	11/14/2018			EN19	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GENERAL: 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					
86	11/14/2018			EN-OTHER	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: TRANSPORTATION: Install "No Stopping Anytime"-R26(S)(CA) signage along the entire frontage of Ayala Drive.					
87	11/14/2018			EN-OTHER	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: OMNITRANS: The developer shall be responsible for coordinating with Omnitrans regarding the location of existing, proposed, and future bus stops along the property frontage of all public streets. The developer shall design street and sidewalk improvements in accordance with the latest Omnitrans bus stop guidelines and in compliance with current accessibility standards pursuant to the Americans with Disabilities Act (ADA) requirements. The developer shall design and install all bus stops to accommodate the Omnitrans Premium Shelters. Prior to Certificate of Occupancy, the developer shall submit to Public Works verification from Omnitrans acknowledging concurrence with the existing, proposed, and future bus stop improvements in conformance with the Premium Shelter design guidelines.					
88	11/14/2018			EN20	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: AYALA DRIVE (Major Arterial): Reconstruct any chipped or broken portions of the existing median fronting of property in accordance with City Standards and any applicable Specific Plan. The median nose width shall have stamped concrete.					
89	11/14/2018			EN21	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: AYALA DRIVE (Major Arterial): Dedicate City Engineer, General Plan and/or associated Specific Plan approved additional right-of-way along the entire frontage as may be required to provide a property line – corner cutback at the corner of the site. Nothing shall be constructed or planted in the corner cut-off area which does or will exceed 30 inches in height required to maintain an appropriate corner sight distance.					



Project Conditions City of Rialto

90	11/14/2018			EN22	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: AYALA DRIVE (Major Arterial): Dedicate an easement for landscape purposes along the entire frontage in accordance with the General Plan or any applicable Specific Plan in accordance with the City of Rialto Standard Drawings.					
91	11/14/2018			EN23	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: AYALA DRIVE (Major Arterial): If damaged is caused by contractor during construction, asphalt concrete pavement will be repaired as follows: Remove existing, and construct new pavement with a minimum pavement section of 5 inches asphalt concrete pavement over 6 inches crushed aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, in accordance with City of Rialto Standard Drawings. The pavement section shall be determined using a Traffic Index ("TI") of 10. A California registered Geotechnical Engineer shall design the pavement section using "R" values from the project site and submitted to the City Engineer for approval. Alternatively, depending on the existing street condition and as approved by the City Engineer, a street overlay, slurry seal, or other repair can be performed to preserve recent pavement improvements subject to street repair moratorium standards.					
92	11/14/2018			EN24	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: AYALA DRIVE (Major Arterial): Reconstruct any chipped, broken, or unacceptable 8-inch curb and gutter along the entire frontage in accordance with City of Rialto Standard Drawings.					
94	11/14/2018			EN26	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: AYALA DRIVE (Major Arterial): Reconstruct any broken, chipped, or unacceptable Americans with Disabilities Act (ADA) compliant sidewalk behind curb along the entire frontage in accordance with the General Plan, any Specific Plan and the City of Rialto Standard Drawings.					
95	11/14/2018			EN27	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: AYALA DRIVE (Major Arterial): Construct a commercial driveway approach in accordance with City of Rialto Standard Drawings. The driveway approach shall be constructed so the top of X is 5 feet from the property line, or as otherwise approved by the City Engineer. Nothing shall be constructed or planted in the corner cut-off area which does or will exceed 30 inches in height required to maintain an appropriate corner sight distance					



Project Conditions City of Rialto

96	11/14/2018			EN28	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: AYALA DRIVE (Major Arterial): Construct a curb ramp meeting current California State Accessibility standards along both sides of the commercial driveway approach. The developer shall ensure that an appropriate path of travel, meeting ADA guidelines, is provided across the driveway, and shall adjust the location of the access ramps, if necessary, to meet ADA guidelines, subject to the approval of the City Engineer. If necessary, additional pedestrian and sidewalk easements shall be provided on-site to construct a path of travel meeting ADA guidelines					
97	11/14/2018			EN36	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: ON-SITE: Development of the site is subject to the requirements of the National Pollution Discharge Elimination System (NPDES) Permit for the City of Rialto, issued by the Santa Ana Regional Water Quality Control Board, Board Order No. R8-2010-0036. Pursuant to the NPDES Permit, the developer shall ensure development of the site incorporates post-construction Best Management Practices (BMPs) in accordance with the Model Water Quality Management Plan (WQMP) approved for use for the Santa Ana River Watershed. The developer is advised that applicable Site Design BMPs will be required to be incorporated into the final site design, pursuant to a site specific WQMP submitted to the City Engineer for review and approval					
98	11/14/2018			EN37	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: ON-SITE: The minimum pavement section for all on-site pavements shall be 2 inches asphalt concrete pavement over 4 inches crushed aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or 6" concrete pavement on compacted subgrade, or equal. If an alternative pavement section is proposed, the proposed pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval					
99	11/14/2018			EN38	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: SANITARY SEWER: The developer shall connect to the City of Rialto sewer system and apply for a sewer connection account with Rialto Water services					
100	11/14/2018			EN39	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: SANITARY SEWER: Submit sewer improvement plans prepared by a California registered civil engineer to the Engineering Division. The plans shall be approved by the City Engineer prior to issuance of any building permits					



Project Conditions City of Rialto

101	11/14/2018			EN40	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: SANITARY SEWER: Prior to issuance of a certificate of occupancy or final City approvals, provide certification from Rialto Water Services to demonstrate that all water and/or wastewater service accounts have been documented					
102	11/14/2018			EN41	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: DOMESTIC WATER: The developer is advised that domestic water service is provided by Rialto Water Services. The developer shall be responsible for coordinating with Rialto Water Services and complying with all requirements for establishing domestic water service to the property.					
103	11/14/2018			EN-OTHER	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: WASTE MANAGEMENT: In accordance with Section 8.08 – Refuse Collection of the City of Rialto Municipal Code, any and all refuse (including recycling) generation and disposal due to construction activities must adhere to City Council approved franchise agreements. Only City Council approved waste and refuse franchisee vendors can be used to dispose of generated waste.					
104	11/14/2018			EN42	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GRADING: Submit a California registered civil engineer prepared Precise Grading/Paving Plan to the Engineering Division for review and approval. The Precise Grading/Paving Plan shall be City Engineer approved prior to issuance of a building permit.					
105	11/14/2018			EN43	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GRADING: Prior to commencing with any grading, the required erosion and dust control measures shall be in place. In addition, the following shall be included if not already identified: a. 6 foot high tan colored perimeter screened fencing b. Contractor information signage including contact information along the street frontage of Ayala Drive. c. Post dust control signage with the following verbiage: "Project Name, WDID No., IF YOU SEE DUST COMING FROM THIS PROJECT CALL: NAME (XXX) XXX-XXX, If you do not receive a response, please call the AQMD at 1-800-CUT-SMOG/1-800-228-7664"					



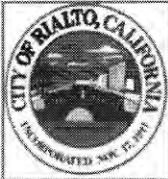
Project Conditions City of Rialto

106	11/14/2018			EN45	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GRADING: Submit a Water Quality Management Plan identifying site specific Best Management Practices (BMPs) in accordance with the Model Water Quality Management Plan (WQMP) approved for use for the Santa Ana River Watershed. The site specific WQMP shall be submitted to the City Engineer for review and approval with the Precise Grading Plan. A WQMP Maintenance Agreement shall be required, obligating the property owner(s) to appropriate operation and maintenance obligations of on-site BMPs constructed pursuant to the approved WQMP. The WQMP and Maintenance Agreement shall be approved prior to issuance of a building permit, unless otherwise allowed by the City Engineer					
107	11/14/2018			EN46	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GRADING: A Notice of Intent (NOI) to comply with the California General Construction Stormwater Permit (Water Quality Order 2009-0009-DWQ as modified September 2, 2009) is required via the California Regional Water Quality Control Board online SMARTS system. A copy of the executed letter issuing a Waste Discharge Identification (WDID) number shall be provided to the City Engineer prior to issuance of a grading or building permit. The developers contractor shall prepare and maintain a Storm Water Pollution Prevention Plan (SWPPP) as required by the General Construction Permit. All appropriate measures to prevent erosion and water pollution during construction shall be implemented as required by the SWPPP					
108	11/14/2018			EN47	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GRADING: A Geotechnical/Soils Report prepared by a California registered Geotechnical Engineer shall be required for and incorporated as an integral part of the grading plan for the proposed development. A copy of the Geotechnical/Soils Report shall be submitted to the Engineering Division with the first submittal of the Precise Grading Plan					
109	11/14/2018			EN48	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes: GRADING: All stormwater runoff passing through the site shall be accepted and conveyed across the property in a manner acceptable to the City Engineer. For all stormwater runoff falling on the site, on-site retention or other facilities approved by the City Engineer shall be required to contain the increased stormwater runoff generated by the development of the property. Provide a hydrology study to determine the volume of increased stormwater runoff due to development of the site, and to determine required stormwater runoff mitigation measures for the proposed development. Final retention basin sizing and other stormwater runoff mitigation measures shall be determined upon review and approval of the hydrology study by the City Engineer and may require redesign or changes to site configuration or layout consistent with the findings of the final hydrology study. The volume of increased stormwater runoff to retain on-site shall be determined by comparing the existing pre-developed condition and proposed developed condition, using the 100-year frequency storm					



Project Conditions City of Rialto

110	11/14/2018			EN49	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
GRADING:					
Direct release of on-site nuisance water or stormwater runoff shall not be permitted to the adjacent public streets. Provisions for the interception of nuisance water from entering adjacent public streets from the project site shall be provided through the use of a minor storm drain system that collects and conveys nuisance water to landscape or parkway areas, and in only a stormwater runoff condition, pass runoff directly to the streets through parkway or under sidewalk drains					
111	11/14/2018			EN50	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
GRADING:					
Provide pad elevation certifications for all building pads in conformance with the approved Precise Grading Plan, to the Engineering Division prior to construction of any building foundation					
112	11/14/2018			EN51	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
GRADING:					
Prior to issuance of a certificate of occupancy or final City approvals, demonstrate that all structural BMPs have been constructed and installed in conformance with approved plans and specifications, and as identified in the approved WQMP					
113	11/14/2018			EN52	PPD CONDITION
ENGINEERING DIV		MOISES PERALTA			
Notes:					
GRADING:					
Remove all graffiti within 24 hours pre-construction, during construction, and after a Certificate of Occupancy is issued					
114	11/21/2018			FD-OTHER	PPD CONDITION
FIRE DEPARTMENT		KERRI WALTON			
Notes:					
The applicant shall comply with all applicable requirements of Chapter 15.28 (Fire Code) of the Rialto Municipal Code.					
124	7/31/2018			ED1	PPD CONDITION
ECONOMIC DEV DIV		JOHN DUTREY			
Notes:					
The proposed project is subject to the payment of Development Impact Fees pursuant to Rialto Municipal Code, Section 3.33.					



Project Conditions City of Rialto

125	7/31/2018			ED3	PPD CONDITION
ECONOMIC DEV DIV		JOHN DUTREY			
Notes:					
Applicant/Developer shall be assessed and shall pay the following development impact fees estimated below prior to the issuance of building permits or prior to issuance of Certificate of Occupancy (Residential Only). Fees noted below are subject to annual adjustments as established by the current fee ordinance. Fees shall be assessed and paid at the current amount as of the date payment is made in full.					
126	7/31/2018			ED4	PPD CONDITION
ECONOMIC DEV DIV		JOHN DUTREY			
Notes:					
Applicant/Developer has the right to protest the imposition of any development impact fee or exaction for the project. Developer shall have ninety (90) days from the date these conditions are established in which to challenge or protest the amount of the fees or exactions assessed upon the project.					
127	7/31/2018			ED5	PPD CONDITION
ECONOMIC DEV DIV		JOHN DUTREY			
Notes:					
Applicant/Developer shall use best faith efforts provide employment opportunities for Rialto residents. The Developer/Applicant shall use best faith efforts to recruit and hire local residents for all full and part time employment opportunities during construction and as part of daily business operations. Developer/Applicant efforts shall include on-site job recruitment. The Developer/Applicant/Employer shall furnish the Development Services Department with the dates and times for on-site job recruitment, which will be posted on the City website and advertised on the Rialto Network					
128	7/31/2018			ED6	PPD CONDITION
ECONOMIC DEV DIV		JOHN DUTREY			
Notes:					
Applicant/Developer shall use best faith efforts to recruit and hire local contractors, laborers, and resident for any full and part time construction related employment opportunities.					
129	7/31/2018			ED7	PPD CONDITION
ECONOMIC DEV DIV		JOHN DUTREY			
Notes:					
Applicant/Developer shall use best faith efforts to require all contractors to purchase all construction related materials from local vendors and suppliers. Developer/Applicant shall designate and/or require their contractors and suppliers to designate the City of Rialto as the point of sale for all taxable materials and equipment purchased for the project.					
130	7/31/2018			ED8	PPD CONDITION
ECONOMIC DEV DIV		JOHN DUTREY			
Notes:					
Applicant/Developer shall establish and register the premises as a point of sale through the State Board of Equalization. Applicant/Developer shall report all taxable transactions conducted at, on or through the business operations located on the premises.					
131	7/31/2018			ED9	PPD CONDITION
ECONOMIC DEV DIV		JOHN DUTREY			
Notes:					
Project is located within the Renaissance Specific Plan Area and is subject to the Renaissance Specific Plan /EIR Fee and the Renaissance Specific Plan Fair Share Traffic Fee.					



Project Conditions City of Rialto

132	11/14/2018			BL1	PPD CONDITION
BUSINESS LICENSE DIV		ANTHONY RAMIREZ			
Notes: The Developer or General Contractor shall identify each contractor and subcontractor hired to work at the job site on the Contractor Sublist form and return it to the Business License Division with a Business License application and the Business License tax fee based on the Contractors tax rate for each contractor listed on the form (see attached)					
133	11/14/2018			BL4	PPD CONDITION
BUSINESS LICENSE DIV		ANTHONY RAMIREZ			
Notes: Prior to issuance of a Certificate of Occupancy, a Business License tax shall be paid based on the following tax rate: -Distribution Centers -Warehouse					
134	11/14/2018			RW-OTHER	PPD CONDITION
RIALTO WATER SERVICE		CHIPPER GREENE			
Notes: Water: Rialto Water Services serves water in the area of the proposed development of a 66,976 sq. ft. warehouse building on 4.32 gross acres of land located on the east side of Ayala Drive ~ 650 feet north of Baseline Road within the Employment (EMP) zone of the Renaissance SP. There is an existing water main on Ayala Avenue (west of the project) available for connection. The City of Rialto Public Works Department requires all water improvements to be constructed according to the City's Construction Standards with one exception; Rialto Water Services recommends the installation of a Clow model # 800 wet barrel fire hydrant in yellow, combined with a Clow model # LBI 400A fire hydrant check valve. Separate meters and accounts will be required for all commercial, irrigation, and fire service connections. A cross connection control devices shall be required on all commercial developments. A backflow preventer required herein shall be of a model that has been manufactured in full conformance with "Standards" established by the American Water Works Association entitled: "AWWA C506-69 Standards for Reduced Pressure Principle and Double Check Valve Backflow Prevention Devices." The developer and or tenant shall show proof of service being established and a new service application shall be completed prior to being issued a Certificate of Occupancy. Sewer: Rialto Water Services serves sewer in this area. An 8" VCP sewer main exists approximately 230 feet south of the proposed development on Ayala Avenue and the developer shall construct an extension of this gravity main north from the City's Manhole #215-68 to serve their development. The City of Rialto Public Works Department requires all sewer improvements to be constructed according to the City's Construction Standards. The City of Rialto Public Works Department shall review all utility improvement plans. The developer and or tenants shall show proof of service being established and a new service application shall be completed prior to being issued a Certificate of Occupancy. The developer and or tenants shall show proof of service being established and a new service application shall be completed prior to being issued a Certificate of Occupancy. Industrial Pretreatment: The City of Rialto's Industrial Pretreatment Coordinator requires the applicant to submit a Non-Residential Sewer Service Application (IMP-01-A1). The applicant shall identify all process wastestreams (if any) and business operations that may have a potential to adversely impact the City's sewer conveyance system, wastewater treatment facilities, or its workers. All necessary documentation can be obtained at our customer service office on 437 N. Riverside Avenue, Rialto, CA 92376.					
135	12/5/2018			PD1	PPD CONDITION
POLICE DEPARTMENT		SGT. JOSHUA LINDSAY			
Notes: ALL: Lighting of pedestrian access areas. All walkways, passageways, and locations where pedestrians are likely to travel, shall be illuminated with a minimum of 1-foot candles (at surface level) of light during the hours of darkness. Lighting shall be designed/constructed in such a manner as to automatically turn on at dusk and turn off at dawn.					
136	12/5/2018			PD2	PPD CONDITION
POLICE DEPARTMENT		SGT. JOSHUA LINDSAY			
Notes: All: Lighting of vehicle access areas. All alleyways, driveways, and uncovered parking areas shall be illuminated with a minimum of 1-foot candles (at surface level) of light during the hours of darkness. Lighting shall be designed/constructed in such a manner as to automatically turn on at dusk and turn off at dawn.					



Project Conditions City of Rialto

137	12/5/2018			PD3	PPD CONDITION
POLICE DEPARTMENT		SGT. JOSHUA LINDSAY			
Notes:					
ALL: Light fixtures and lighting hardware. All lighting fixtures and luminaries, including supports, poles and brackets, shall be designed/constructed in such a manner as to resist vandalism and/or destruction by hand.					
138	12/5/2018			PD4	PPD CONDITION
POLICE DEPARTMENT		SGT. JOSHUA LINDSAY			
Notes:					
ALL: Address shall be illuminated during hours of darkness and prominently placed to be both visible to the front of the location and if applicable, visible to the main street to which they are located (e.g. commercial building facing the interior of the property would require two address signs if located adjacent to a roadway).					
139	12/5/2018			PD5	PPD CONDITION
POLICE DEPARTMENT		SGT. JOSHUA LINDSAY			
Notes:					
ALL: Exterior security cameras shall be installed at the location and cover the entire property. The security cameras shall be accessible to the Rialto Police Department via the Internet. For spec buildings it is conditioned that at time of occupancy the cameras shall be installed, functional, and approved by the Rialto Police Department.					
140	12/5/2018			PD6	PPD CONDITION
POLICE DEPARTMENT		SGT. JOSHUA LINDSAY			
Notes:					
ALL: Install MUTCD approved "No Stopping" signage along the streets adjacent to the property.					
141	12/5/2018			PD13	PPD CONDITION
POLICE DEPARTMENT		SGT. JOSHUA LINDSAY			
Notes:					
COMMERCIAL/INDUSTRIAL: Lighting of truck well/dock/delivery areas. All loading dock areas truck well areas, and delivery areas shall be provided with a minimum of one (1) foot candles power as measured at the surface level. Lighting shall be designed/constructed in such a manner as to turn on at dusk and off at dawn automatically.					
142	12/5/2018			PD14	PPD CONDITION
POLICE DEPARTMENT		SGT. JOSHUA LINDSAY			
Notes:					
COMMERCIAL/INDUSTRIAL: Knox boxes. (All that apply) The main gate, main doors to the building, and at least one rear door to each suite, shall have, immediately adjacent to them, a Knox box to facilitate the entry of safety personnel. Knox boxes shall be installed in such a manner as to resist vandalism, removal, or destruction by hand, and be fully recessed into the building. Knox Boxes shall be equipped with the appropriate keys, for each required location, prior to the first day of business.					



Project Conditions City of Rialto

143	12/5/2018			PD16	PPD CONDITION
POLICE DEPARTMENT		SGT. JOSHUA LINDSAY			

Notes:

"COMMERCIAL/INDUSTRIAL: Address prominently displayed on all building rooftops visible to aerial law enforcement or fire aircraft. Specifications to be followed for alphanumeric characters are as follows: Three (3) foot tall and six (6) inches thick alphanumeric characters. The alphanumeric characters shall be constructed in such a way that they are in stark contrast to the background to which they are attached (e.g. white numbers and letters on a black background), and resistant weathering that would cause a degradation of the contrast. Suite numbers are required on all buildings with multiple suites and shall be located directly above the respective suites following the above listed guidelines."

DEVELOPMENT IMPACT FEE CALCULATIONS - PRELIMINARY (SUBJECT TO CHANGE)
Industrial/Warehouse Fees Sheet

Date Prepared 1/24/2019	Building Permit #	PPD# 2018-0069	Applicant Name Thrifty Oil	Fiscal Year Fees 2018-19
Site Address: E Side of Ayala and north of Baseline	Improved Area	Lot Size 4.32 ac GROSS	Building Sq. Footage	Parcel Frontage Linear Feet
APN: 0264-212-18 & 55			66,976 bsf	1550
Tract No:			Warehouse Use 64,476 bsf	
			Storage Use - bsf	
			Office Use 2,500 bsf	

FY 2018-19 Fee Estimate*

City of Rialto Impact Fees	Agency	Unit	Fee/Unit	Fee Assessed	Fee Credit	Fees to be paid
Fire Facilities	City of Rialto	66.976 tsf	\$ 83.64	\$ 5,601.87	\$ -	\$ 5,601.87
Fire Service Development Fees (4", 6", 8", 10")	Rialto Water Service	6 in	\$ 15,826.50	\$ 15,826.50	\$ -	\$ 15,826.50
General Facilities	City of Rialto	66.976 tsf	\$ 69.80	\$ 4,674.92	\$ -	\$ 4,674.92
Law Enforcement	City of Rialto	66.976 tsf	\$ 51.11	\$ 3,423.14	\$ -	\$ 3,423.14
Open Space	City of Rialto	66.976 tsf	\$ 120.00	\$ 8,037.12	\$ -	\$ 8,037.12
Storm Drain	City of Rialto	4.320 ac	\$ 34,794.63	\$ 150,312.80	\$ -	\$ 150,312.80
Storm Drain	City of Rialto	66.976 tsf	\$ 1,997.88	\$ 133,810.01	\$ -	\$ -
Street Medians	City of Rialto	66.976 tsf	\$ 20.00	\$ 1,339.52	\$ -	\$ 1,339.52
Transportation Facilities Fee	City of Rialto	66.976 sf	\$ 2.80	\$ 187,532.80	\$ -	\$ 187,532.80
Water Facilities	Rialto Water Service	2 in	\$ 16,560.69	\$ 16,560.69	\$ -	\$ 16,560.69
Wastewater Collection	City of Rialto	1550 lff	\$ 8.34	\$ 12,927.00	\$ -	\$ 12,927.00
Wastewater Treatment - Warehouse Use	City of Rialto	64.476 tsf	\$ 191.83	\$ 12,368.43	\$ -	\$ 12,368.43
Wastewater Treatment - Office Use	City of Rialto	2.500 tsf	\$ 1,374.55	\$ 3,436.38	\$ -	\$ 3,436.38
Total Impact Fees			\$ 6.30		\$ -	\$ 422,041.17
Fair Share Fees:						
<u>Renaissance Specific Plan</u>						
RSP SR/EIR Fee*		4.32 ac	\$ 3,668.04	\$ 15,845.93	\$ -	\$ 15,845.93
RSP Traffic Mitigation Fair Share Fee		66.976 tsf	\$ 157.25	\$ 10,531.98	\$ -	\$ 10,531.98
Total RSP Fair Share Fees					\$ -	\$ 26,377.91
<u>Other Fair Share Fees</u>						
NB Alder west bound 210 Ramp -Left Turn				\$ -	\$ -	\$ -
NB Alder eastbound 210 Ramp -Right Turn				\$ -	\$ -	\$ -
SB Alder @ Renaissance (Shared Right thru)***				\$ -	\$ -	\$ -
Alder @ Baseline Rd - 2nd WB Thru				\$ -	\$ -	\$ -
Total Other Fair Share Fees				\$ -	\$ -	\$ -

Totals DIF Fees / Credits / Net Fees Due

\$ - \$ - \$ 448,419.08

**CITY OF RIALTO
DEVELOPMENT SERVICE DEPARTMENT
DEVELOPMENT REVIEW PROCESS SURVEY**

DATE: _____ PROJECT NO: PPD 2018-0069 CONTACT PERSON: _____ PHONE: _____

COMPANY/ORGANIZATION: _____

ADDRESS: _____

<i>Please check appropriate box:</i>	Yes	No		Yes	No
Was the Development review process explained thoroughly and clearly?			Did your company/organization receive the conditions of approval in a timely manner?		
Were questions regarding the development answered or referred to a staff member who could assist you?			Were the conditions of approval clear and understandable?		
Did staff respond to your questions in a timely and professional manner?			Was the development impact fee process explained thoroughly?		
Were you contacted during the development review process by a staff member offering assistance?			Were the appropriate development impact fees identified for your project?		
If told that a staff member would contact you with an answer, were you contacted?			Were the preliminary development impact fees for your project calculated and provided prior to your submittal for building plan check?		
How many days did it take a staff member to contact you? (Please check one): <input type="checkbox"/> 1 day or less <input type="checkbox"/> 2 – 5 days <input type="checkbox"/> A week or more *If a week or more, please state how long: _____					

What can we do to improve the development review process? _____

Any additional comments/suggestions: _____

Thank you for taking the time to assist us in making Rialto a city where residents, developers, and organizations would like to do business again!

City of Rialto

Development Review Committee (DRC)

DEPARTMENT & DIVISION CONTACTS

PLANNING DIVISION

Daniel Casey, Senior Planner
Office: (909) 820-2535
Direct: (909) 820-2525 ext. 2075
Email: dcasey@rialtoca.gov

Daniel Rosas, Associate Planner
Office: (909) 820-2535
Direct: (909) 820-8047
Email: drosas@rialtoca.gov

Edgar Gonzalez, Assistant Planner
Office: (909) 820-2535
Direct: (909) 820-2525 ext. 2139
Email: egonzalez@rialtoca.gov

BUSINESS LICENSING DIVISION

Anthony Ramirez, Business License Inspector
Office: (909) 820-2517
Direct: (909) 820-2525 ext. 2149
Email: aramirez@rialtoca.gov

ECONOMIC DEVELOPMENT DIVISION

John Dutrey, Project Manager
Direct: (909) 820-8014
Email: jdutrey@rialtoca.gov

RIALTO WATER SERVICES

Chipper Greene, Industrial Pretreatment Coordinator
Direct: (951) 833-3470
Email: chipper.greene@veolia.com

BUILDING DIVISION

James Caro, Building Manager
Office: (909) 820-2505
Direct: (909) 421-4962
Email: jcaro@rialtoca.gov

John Walton, Lead Building Inspector
Office: (909) 820-2505
Direct: (909) 421-4962
Email: jwalton@rialtoca.gov

POLICE DEPARTMENT

Sergeant Joshua Lindsay
Direct: (909) 820-2646
Email: jlindsay@rialtopd.com

PUBLIC WORKS DEPARTMENT

Moises Peralta, Assistant Engineer
Direct: (909) 820-8047
Email: mperalta@rialtoca.gov

FIRE DEPARTMENT

Kerrilyn Walton, Assistant Fire Marshal
Direct: (909) 820-2691
Email: kw Walton@confire.org

ADMINISTRATION DEPARTMENT

Mayor Deborah Robertson
Office: (909) 421-4991
Email: aperry@rialtoca.gov

Mayor Pro Tem Ed Scott
Office: (909) 421-4991
Email: aperry@rialtoca.gov

COMMITTEE SECRETARY

Adrianna Martinez, Administrative Assistant
Direct: (909) 421-7211
Email: ammartinez@rialtoca.gov

EXHIBIT "C"

PARCEL NO. 20004

(Subdivision/Unit No.)

THRIFTY OIL CO.

(Subdivider)

ENVIRONMENTAL WARRANTY

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

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

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

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

Exhibit "C"

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

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

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

Dated: 10/25/19.

SUBDIVIDER*

By: THURTELL Oil Co.
[Signature]

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