



SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF RIALTO

and

Century Communities of California, LLC

a Delaware Limited Liability Company

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

AND

Century Communities of California, LLC

Agreement Date: _____

Subdivider Name: Century Communities (hereinafter "Subdivider")

Subdivision Name: Foothill Grove (hereinafter "Subdivision")

Tract No.: 20217 **(No. of Lots:** 7 Res Condo, 2 common **)**

Tentative: 20217 **Map No.:** 20217 (hereinafter "Approved Tentative Map")

(Approval Date: March 5, 2019 **)**

Improvement Plans Approved On: June 23, 2020 (hereinafter "Plans")

Estimated Total Cost of Improvements: \$ 1,327,097.13

(Including Street, Street Lighting, sidewalk, and landscaping on Foothill Boulevard)

Estimated Total Cost of Monumentation: \$ 6,000.00 (Based upon the Plans, including Individual lots, subdivision boundary and public improvements)

Security:

Bond Nos.: SU 1166037, SU 1166038, SU 1166039

Surety: Arch Insurance Company

-OR-

Irrevocable Standby Letter of Credit No.: _____

Financial Institution: _____

-OR-

Cash/Certificate of Deposit, Agreement Dated: _____

Financial Institution: _____

Designees for the Service of Written Notice:

CITY:	SUBDIVIDER:
City Engineer City of Rialto 150 S. Palm Avenue Rialto, CA 92376 Phone: (909) 820-2602	Name: <u>Century Communities of California, LLC</u> Address: <u>4695 MacArthur Court, Suite 300</u> <u>Newport Beach, CA 92660</u> Phone: <u>909-667-0142</u>
CITY PROJECT INSPECTOR:	SURETY:
City of Rialto Public Works Department 335 W. Rialto Avenue Rialto, CA 92376 Phone: (909) 421-7294	Name: <u>Arch Insurance Company</u> Address: <u>Harborside 3, 210 Hudson Street</u> <u>Ste. 300, Jersey City, NJ 07311</u> Phone: <u>(201) 743-4000</u>

TABLE OF CONTENTS

1. Construction Obligations.....	1
1.1 Works of Improvement	1
1.2 Other Obligations Referenced in Conditions of Tentative Map Approval	2
1.3 Intent of Plans	2
1.4 Survey Monuments	2
1.5 Performance of Work	2
1.6 Changes in the Work.....	2
1.7 Defective Work.....	3
1.8 No Warranty by City	3
1.9 Authority of the City Engineer.....	3
1.10 Documents Available at the Site.....	3
1.11 Inspection.....	3
1.12 Compliance with Law	3
1.13 Suspension of Work	4
1.14 Erosion and Dust Control and Environmental Mitigation	4
1.15 Final Acceptance of Works of Improvement	4
1.16 Vesting of Ownership	5
1.17 Subdivider's Obligation to Warn Public During Construction	5
1.18 Injury to Public Improvements, Public Property or Public Utility.....	5
2. Time for Performance	5
2.1 Commencement and Completion Dates.....	5
2.2 Phasing Requirements	6
2.3 Force Majeure	6
2.4 Continuous Work.....	6
2.5 Reversion to Acreage	6
3. Labor.....	7
3.1 Labor Standards.....	7
3.2 Nondiscrimination.....	7
3.3 Licensed Contractors	7
3.4 Workers' Compensation	7
4. Security.....	7
4.1 Required Security.....	7
4.2 Form of Security Instruments	8
4.3 Subdivider's Liability.....	9
4.4 Letters of Credit.....	9
4.5 Release of Security Instruments.....	10

TABLE OF CONTENTS

5. Cost of Construction and Provision of Inspection Service	11
5.1 Subdivider Responsible for All Related Costs of Construction	11
5.2 Payment to City for Cost of Related Inspection and Engineering Services.....	11
6. Acceptance of Offers of Dedication	11
7. Warranty of Work	11
8. Default	11
8.1 Default by Sudvider	11
8.2 Remedies	12
8.3 'Notice of Violation.....	12
8.4 Remedies Not Exclusive.....	12
8.5 Attorney's Fees and Costs	13
8.6 Waiver	13
9. Indemnity/Hold Harmless	13
10. Subdivider's Indemnity of Project Approval	14
11. Insurance Requirements	14
12. Environmental Warranty	16
13. General Provisions	17
13.1 Successors and Assigns	17
13.2 No Third Party Beneficiaries.....	18
13.3 No Vesting Rights.....	18
13.4 Subdivider is Not Agent of City	18
13.5 Time of the Essence	18
13.6 Notices	18
13.7 No Apportionment	18
13.8 Severability.....	18
13.9 Captions.....	18
13.10 Incorporation of Recitals.....	19
13.11 Interpretation	19
13.12 Entire Agreement; Waivers and Amendments.....	19
13.13 Counterparts	19
14. Authority.....	19

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 Century Communities of California, LLC, a Delaware Limited Liability Company (Subdivider").

RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map identified as **Tentative (Tract/Parcel) Map No. 20217**, (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. 20217** for the Property and permitting development of the Property to proceed.

COVENANTS

Based upon the foregoing Recitals which are incorporated herein by reference and in consideration of City's approving the Map for the Property and permitting development of the Property to proceed, Subdivider agrees to timely perform all of its obligations as set forth herein.

1. Construction Obligations.

1.1. Works of Improvement. Subdivider agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer, street lighting, landscaping, utility, and other improvements (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement (said plans and specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is \$1,327,097.13.

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. 20217** 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, governmental orders that restrict the workforce or ability to perform construction, acts or failures to act of a public agency (including City), required changes to the scope of work required by City, and similar causes; provided, however, that the period of any enforced delay hereunder shall not include any period longer than five (5) days prior to City's receipt of a written notice from Subdivider or its contractor detailing the grounds for Subdivider's claim to a right to extend its time for performance hereunder. The City Engineer shall evaluate all claims to Force Majeure and the City Engineer's decision shall be final.

2.4. Continuous Work. After commencement of construction of the Works of Improvement (or separate portion thereof), Subdivider shall cause such work to be diligently pursued to completion, and shall not abandon the work for a consecutive period or more than thirty (30) days, events of Force Majeure excepted.

2.5 Reversion to Acreage. In addition to whatever other rights City may have due to Subdivider's failure to timely perform its obligations hereunder, Subdivider recognizes that City reserves the right to revert the Property to acreage subject to the limitations and requirements set forth in California Government Code Section 66499.11 through Section 66499.20.1. In this regard, Subdivider agrees that if the Works of Improvement have not been completed on or before the later of two (2) years from the date of this Agreement or within the time allowed herein, whichever is the later, and if City thereafter initiates proceedings to revert the Property to acreage, pursuant to Government Code Section 66499.16, Subdivider hereby consents to such reversion to acreage and agrees that any improvements made by or on behalf of Subdivider shall not be considered in determining City's authority to revert the Property to acreage. Prior to exercising this option, the City shall comply with all public hearing and notice provisions required by the Subdivision Map Act under California Government Code Section 66499.11 through Section 66499.20.1.

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 \$1,327,097.13 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 \$1,327,097.13 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 \$6000.00 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 \$132,709.71 equal to 10% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

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

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

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

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

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

(d) General Requirements for all Security Instruments.

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

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

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

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

4.3. Subdivider's Liability. While no action of Subdivider shall be required in order for City to realize on its security under any Security Instrument, Subdivider agrees to cooperate with City to facilitate City's realization under any Security Instrument, and to take no action to prevent City from such realization of any Security Instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Subdivider shall be 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 any of the following that is not cured within 20 days after City delivers to Buyer notice:

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

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

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

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

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

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

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

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

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

After recordation of the Notice of Acceptance, the Subdivider shall remain obligated to

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

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

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

11. Insurance Requirements. Subdivider, at Subdivider's sole cost and expense and for the full term of this Agreement and any extensions thereto, shall obtain and maintain all of the following minimum insurance requirements in a form approved by the City's authorized designee for Risk Management prior to commencing any work:

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

- (i) Premises operations; including X, C, and U coverage;
- (ii) Owners' and contractors' protection;
- (iii) Blanket contractual;
- (iv) Completed operations; and
- (v) Products.

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

- (i) Coverage shall apply to any and all leased, owned, hired, or non- owned vehicles used in pursuit of any of the activities associated with this Agreement; and
 - (ii) Any and all mobile equipment including cranes which are not covered under the above Commercial Business Auto policy shall have said coverage provided under the Commercial General Liability policy.
- (c) Workers Compensation and Employers' Liability policy in accordance with the laws of the State of California and providing coverage for any and all employees of the Subdivider:
- (i) This policy shall provide coverage for Workers' Compensation (Coverage A); and
 - (i) This policy shall provide coverage for \$1,000,000 Employers' Liability (Coverage B).
 - (ii) Pursuant to Labor Code section 1861, Subdivider by executing this Agreement certifies: *"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."*
 - (iii) Prior to commencement of work, the Subdivider shall file with the City's Risk Manager a Certificate of Insurance or certification of permission to self-insure workers' compensation conforming to the requirements of the Labor Code.
- (d) Endorsements. All of the following endorsements are required to be made a part of each of the above-required policies as stipulated below:
- (i) "The City of Rialto, its officers, employees and agents are hereby added as additional insureds."
 - (ii) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess, including any self-insured retention the City may have and any other insurance the City does possess shall be considered excess insurance only."
 - (iii) "This insurance shall act for each insured and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of the insuring company."
 - (iv) "Thirty (30) days prior written notice of cancellation shall be given to the City of Rialto in the event of cancellation and/or reduction in coverage, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium." Such notice shall be sent to the Risk Manager at the address indicated in Subsection f below.

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

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

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

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

12. Environmental Warranty.

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

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

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

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

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

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

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

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

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

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

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

13. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

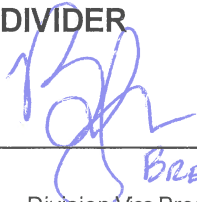
[SIGNATURES ON NEXT PAGE]

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

CITY OF RIALTO, CALIFORNIA

By: _____
Deborah Robertson, Mayor

SUBDIVIDER

By:  _____
Brent Johnson
Title: Division Vice President

APPROVED BY THE CITY COUNCIL

Date: _____

Agreement No.: _____

ATTEST:

By: _____
Barbara McGee, City Clerk

APPROVED AS TO FORM:

By: _____
Eric S. Vail, City Attorney

RECOMMENDED:

By: _____
Savat Khamphou, P.E.
Public Works Director/City
Engineer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of

Orange

On

July 8, 2020

before me,

W. Lewis, notary public

Date

Here Insert Name and Title of the Officer

personally appeared

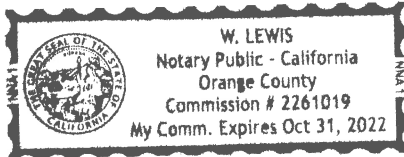
Brent Johnson

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Lewis

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document:

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

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

Signer is Representing:

Signer's Name:

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

Signer is Representing:

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

PARCEL 1: (APN: 0128-051-10)

THAT PORTION OF THE EAST 659.89 FEET OF THE WEST 1,319.78 FEET OF BLOCKS 1 AND 2 (MEASURED ALONG THE NORTH LINE OF SAID BLOCK 1) TRACT NO. 2663, IN THE CITY OF RIALTO COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 37 OF MAPS, PAGE(S) 86, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID EAST 659.89 FEET WITH THE NORTHERLY LINE OF FOOTHILL BOULEVARD, 100 FEET WIDE, AS SHOWN ON SAID MAP OF TRACT NO. 2663; THENCE ALONG SAID EASTERLY LINE NORTH 0° 08' WEST 620.00 FEET TO THE CENTER LINE OF PARSONS AVENUE, 60 FEET WIDE, AS SHOWN ON SAID MAP OF TRACT NO. 2663; THENCE ALONG SAID CENTER LINE, WEST 150.00 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 0° 08' EAST 150.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 193.05 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 193.05 FEET; THENCE TANGENT TO SAID CURVE SOUTH 0° 08' EAST 109.72 FEET, MORE OR LESS, TO A POINT IN SAID NORTHERLY LINE OF FOOTHILL BOULEVARD; THENCE ALONG SAID NORTHERLY LINE EAST 270.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY GRANT DEED RECORDED MARCH 16, 2006, AS INSTRUMENT NO. 2006-0177775 OF OFFICIAL RECORDS.

PARCEL 2: (APN: 0128-051-27)

THE EAST 659.85 FEET OF THE WEST 1319.78 FEET OF BLOCK 2, TRACT NO. 2663, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 37 OF MAPS, PAGE 86, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID EAST 659.89 FEET WITH THE NORTHERLY LINE OF FOOTHILL BOULEVARD, 100 FEET WIDE, AS SHOWN ON SAID MAP OF TRACT NO. 2663, THENCE ALONG SAID EASTERLY LINE NORTH 0° 08' WEST 620.00 FEET TO THE CENTER LINE OF PARSONS AVENUE, 60 FEET WIDE, AS SHOWN ON SAID MAP OF TRACT NO. 2663; THENCE ALONG SAID CENTER

LINE, WEST 150.00 FEET; THENCE LEAVING SAID CENTER LINE SOUTH 0° 08' EAST 150.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 193.05 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 193.05 FEET; THENCE TANGENT TO SAID CURVE SOUTH 0° 08' EAST 109.72 FEET, MORE OR LESS, TO A POINT IN SAID NORTHERLY LINE OF FOOTHILL BOULEVARD; THENCE ALONG SAID NORTHERLY LINE EAST 270.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE NORTH 110 FEET THEREOF AS CONVEYED BY DEED RECORDED DECEMBER 9, 1977 IN BOOK 9321 PAGE 828, OFFICIAL RECORDS.

PARCEL 3: (APN: 0128-051-34)

PARCEL 1 OF PARCEL MAP NUMBER 8551, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 105, OF PARCEL MAPS, PAGE 50, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "B"

TENTATIVE TRACT MAP #20217 CONDITIONS OF APPROVAL

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



City of Rialto

California

March 5, 2019

Christopher Development Group, Inc.
23 Corporate Plaza Drive, Suite 246
Newport Beach, CA 92660

RE: Tentative Tract Map No. 2018-0003 and Environmental Assessment Review No. 2018-0066.

Dear Christopher Development Group, Inc.:

At the Planning Commission meeting on February 27, 2019, the Commission held a public hearing **Tentative Tract Map No. 2018-0003 and Environmental Assessment Review No. 2018-0066** for a request to allow the subdivision of approximately 15.96 gross acres of land located on the north side of Foothill Boulevard between Larch Avenue and Spruce Avenue within the Residential-High Density (R-HD) zone of the Foothill Boulevard Specific Plan into seven residential condominium lots and two common lots to facilitate the development of a residential project consisting of 66 detached single-family dwellings units and 118 attached townhome dwelling units. A Mitigated Negative Declaration is included for consideration in conjunction with the project.

After consideration, the Planning Commission approved **Tentative Tract Map No. 2018-0003 and Environmental Assessment Review No. 2018-0066** subject to the findings and conditions contained in Resolution No. 19-13 and 19-14, copies of which are attached for your reference.

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

Sincerely,

Daniel Casey
Senior Planner

DC/am

Enclosure: Resolution No. 19-13 and 19-14.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. 19-13

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RIALTO, CALIFORNIA ADOPTING A MITIGATED NEGATIVE DECLARATION (ENVIRONMENTAL ASSESSMENT REVIEW NO. 2018-0066) FOR A PROJECT CONSISTING OF THE SUBDIVISION OF 15.95 GROSS ACRES OF LAND (APNS: 0128-051-10, -27, & -34) OF LAND (APNS: 0240-201-08 & -41) LOCATED ON THE NORTH SIDE OF FOOTHILL BOULEVARD BETWEEN LARCH AVENUE AND SPRUCE AVENUE WITHIN THE RESIDENTIAL-HIGH DENSITY (R-HD) ZONE OF THE FOOTHILL BOULEVARD SPECIFIC PLAN INTO SEVEN (7) RESIDENTIAL CONDOMINIUM LOTS AND TWO (2) COMMON LOTS, AND THE DEVELOPMENT OF SIXTY-SIX (66) DETACHED SINGLE-FAMILY DWELLING UNITS AND ONE-HUNDRED EIGHTEEN (118) ATTACHED TOWNHOME DWELLING UNITS THEREON.

WHEREAS, the applicant, Christopher Development Group, Inc., proposes to subdivide 15.95 gross acres of land (APNs: 0128-051-10, -27, & -34) located on the north side of Foothill Boulevard between Larch Avenue and Spruce Avenue within the Residential-High Density (R-HD) zone of the Foothill Boulevard Specific Plan ("Site") into seven (7) residential condominium lots and two (2) common lots ("Project"); and to construct sixty-six (66) detached single-family dwelling units and one-hundred eighteen (118) attached townhome dwelling units thereon; and

WHEREAS, the Project within the R-HD zone requires the approval of a tentative tract map, and the applicant has agreed to apply for a Tentative Tract Map No. 2018-0003, also referred to as Tentative Tract Map No. 20217, ("TTM No. 20217"), in accordance with the Subdivision Map Act (Government Code §§ 66410 et seq.); and

WHEREAS, as a part of the Project, the applicant will submit a Precise Plan of Design application to allow the construction of sixty-six (66) detached single-family dwelling units and one-hundred eighteen (118) attached townhome dwelling units on the Site; and

WHEREAS, pursuant to the provisions of the California Environmental Quality Act, Public Resources Code Sections 21000 et. seq. (" CEQA"), the State's CEQA Guidelines, California Code of Regulations, Title 14, Section 15000 et. seq., and Government Code Section

1 65962.5(f) (Hazardous Waste and Substances Statement), the City reviewed an Initial Study
2 (Environmental Assessment Review No. 2018-0066) prepared by LSA Associates, Inc. and
3 determined that there is no substantial evidence that the approval of the Project would result in a
4 significant adverse effect on the environment, provided appropriate mitigation measures are
5 imposed on the Project; thus, a Mitigated Negative Declaration was prepared and notice thereof
6 was given in the manner required by law; and

7 WHEREAS, a Notice of Completion for the Mitigated Negative Declaration was
8 distributed to the State Clearinghouse on December 14, 2018 (SCH#: 2018121036); and

9 WHEREAS, a Notice of Intent to adopt the Mitigated Negative Declaration for the Project
10 was published in the San Bernardino Sun newspaper, and mailed to all property owners within 300
11 feet of the Project Site, and a thirty (30) day public comment period was held from December 17,
12 2018 to January 15, 2019; and

13 WHEREAS, one (1) comment letter was received from the South Coast Air Quality
14 Management District (SCAQMD), which was submitted on January 15, 2019; and

15 WHEREAS, the comment letter from SCAQMD noted a discrepancy between the volatile
16 organic compound (VOC) emissions estimate cited in the Initial Study versus VOC emissions
17 estimate cited in the Air Quality and Greenhouse Gas Analysis prepared for the project, and the
18 letter recommended the preparation of a project-specific dispersion model to analyze the estimated
19 localized air emissions potentially created by the project; and

20 WHEREAS, February 14, 2019, the Planning Division, in coordination with LSA
21 Associates, Inc., provided SCAQMD a response letter and revised copies of the Initial Study and
22 the Air Quality and Greenhouse Gas Analysis, and the response letter indicated that the
23 discrepancy regarding the VOC emissions estimate had been corrected, and that a project-specific
24 dispersion model had since been prepared and that it concluded that the project will not exceed
25 any localized significance thresholds; and

26 WHEREAS, the Planning Division did not receive any further comment from SCAQMD
27 upon providing the response letter and the revised copies of the Initial Study and the Air Quality
28 and Greenhouse Gas Analysis; and

1 WHEREAS, the City mailed public hearing notices for the proposed Project to all property
2 owners within 300 feet of the project site, and published the public hearing notice in the San
3 Bernardino Sun newspaper as required by State law; and

4 WHEREAS, on February 27, 2019, the Planning Commission of the City of Rialto
5 conducted a duly noticed public hearing, as required by law, on the Mitigated Negative Declaration
6 and TTM No. 20217, took testimony, at which time it received input from staff, the city attorney,
7 and the Applicant; heard public testimony; discussed the proposed Mitigated Negative Declaration
8 and TTM No. 20217; and closed the public hearing; and

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

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

12 SECTION 1: The Planning Commission hereby finds all of the above recitals to be true
13 and correct.

14 SECTION 2: The Initial Study and Mitigated Negative Declaration (Environmental
15 Assessment Review No. 2018-0066) prepared for the project concluded that even without
16 mitigation, the Project's impacts on aesthetics, agricultural and forestry resources, air quality,
17 cultural resources, greenhouse gas emissions, land use and planning, mineral resources, population
18 and housing, public services, recreation, tribal cultural resources, and utilities and service systems
19 would be less than significant. The Initial Study and Mitigated Negative Declaration (EAR No.
20 2018-0066) also identified that the Site did not have suitable habitat for any threatened or
21 endangered species, and therefore the proposed Project will have no individual or cumulative
22 adverse impacts upon resources, as defined in Section 711. 2 of the State Fish and Game Code.
23 Nevertheless, the Initial Study prepared for the Project includes two (2) mitigation measures
24 requiring pre-construction surveys to ensure that burrowing owls and other nesting birds are not
25 present on the Site, and another mitigation measure requiring the applicant to obtain a Section
26 1602 Streambed Alteration Agreement from the California Department of Fish and Wildlife
27 (CDFW), which may require the purchase of off-site mitigation lands, prior to the commencement
28 of construction of the Project. The Initial Study and Mitigated Negative Declaration (EAR No.

1 2018-0066) further concluded that, after incorporation of the recommended mitigation measures,
2 the Project's impacts on biological resources, geology and soils, hazards and hazardous materials,
3 hydrology and water quality, noise, and transportation and traffic, would also be less than
4 significant.

5 SECTION 3: The Planning Commission has independently reviewed and considered the
6 Initial Study proposed Mitigated Negative Declaration, related studies, the public comments upon
7 it, and other evidence and finds that the Mitigated Negative Declaration was prepared in the
8 manner required by law, and there is no substantial evidence supporting a fair argument that the
9 Project would result in a significant adverse effect upon the environment, provided appropriate
10 mitigation measures are imposed.

11 SECTION 4: With the imposition of mitigation measures that address potential impacts
12 upon biological resources and cultural resources in the community and as set forth in the Mitigation
13 Monitoring Program, Exhibit "B" hereto, which is attached hereto and incorporated herein by this
14 reference, the proposed project's potential significant impacts will be reduced below a level of
15 significance.

16 SECTION 5: For the foregoing reasons and based on the information and findings included
17 in the Initial Study and Staff Report, the Planning Commission has determined that the Project, as
18 conditioned and mitigated, will not have a significant adverse impact on the environment and also
19 finds that the preparation of the Mitigated Negative Declaration attached hereto complies with
20 CEQA. Therefore, the Planning Commission hereby adopts and certifies the Mitigated Negative
21 Declaration, which is attached hereto as Exhibit "A" and incorporated herein by this reference,
22 making certain environmental findings to allow the Project, as well as the Mitigation Monitoring
23 and Reporting Program attached as Exhibit "B".

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

PASSED, APPROVED AND ADOPTED this 27th day of February, 2019.



JOHN PEUKERT, CHAIR
CITY OF RIALTO PLANNING COMMISSION

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

5 I, Adrianna Martinez, Administrative Assistant of the City of Rialto, do hereby certify that
6 the foregoing Resolution No. 19-13 was duly passed and adopted at a regular meeting of the
7 Planning Commission of the City of Rialto held on the 27th day of February, 2019.

8 Upon motion of Planning Commissioner Jerry Gutierrez, second by Commissioner Artist
9 Gilbert the foregoing Resolution No. 19-13 was duly passed and adopted.
10

11 Vote on the motion:

12 AYES: 7

13 NOES: 0

14 ABSENT: 0

15 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of
16 Rialto this 27th day of February, 2019.

17
18
19
20
21
22
23
24
25
26
27
28



Adrianna Martinez, Administrative Assistant

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. 19-14

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RIALTO, CALIFORNIA, APPROVING TENTATIVE TRACT MAP NO. 2018-0003 TO ALLOW THE SUBDIVISION OF 15.95 GROSS ACRES OF LAND (APNS: 0128-051-10, -27, & -34) LOCATED ON THE NORTH SIDE OF FOOTHILL BOULEVARD BETWEEN LARCH AVENUE AND SPRUCE AVENUE WITHIN THE RESIDENTIAL-HIGH DENSITY (R-HD) ZONE OF THE FOOTHILL BOULEVARD SPECIFIC PLAN INTO SEVEN (7) RESIDENTIAL CONDOMINIUM LOTS AND TWO (2) COMMON LOTS.

WHEREAS, the applicant, Christopher Development Group, Inc., proposes to subdivide 15.95 gross acres of land (APNs: 0128-051-10, -27, & -34) into seven (7) residential condominium lots and two (2) common lots for private streets and amenities ("Project"); and

WHEREAS, the Project location comprises 15.95 gross acres of land (APNs: 0128-051-10, -27, & -34) located on the north side of Foothill Boulevard between Larch Avenue and Spruce Avenue within the Residential-High Density (R-HD) zone of the Foothill Boulevard Specific Plan ("Site"); and

WHEREAS, the Project within the R-HD zone requires the approval of a tentative tract map, and the applicant has agreed to apply for a Tentative Tract Map No. 2018-0003, also referred to as Tentative Tract Map No. 20217, ("TTM No. 20217"), in accordance with the Subdivision Map Act (Government Code §§ 66410 et seq.); and

WHEREAS, in conjunction with the Project, the applicant will also develop sixty-six (66) detached single-family dwelling units and one-hundred eighteen (118) attached townhome dwelling units on the seven (7) residential condominium lots of TTM No. 20217 on the Site; and

WHEREAS, on February 27, 2019, the Planning Commission of the City of Rialto conducted a duly noticed public hearing, as required by law, on TTM No. 20217, took testimony, at which time it received input from staff, the city attorney, and the applicant; heard public testimony; discussed the proposed TTM No. 20217; and closed the public hearing; and

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

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

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

5 SECTION 2. Based on substantial evidence presented to the Planning Commission during
6 the public hearing conducted with regard to TTM No. 20217, including written staff reports, verbal
7 testimony, project plans, other documents, and the conditions of approval stated herein, the Planning
8 Commission hereby determines that TTM No. 20217 satisfies the requirements of Government Code
9 Sections 66473.5 and 66474 and Section 17.16.070 of the Rialto Municipal Code pertaining to the
10 findings which must be made precedent to granting a tentative map. The findings are as follows:

- 11 1. That the proposed tentative tract map is consistent with the General Plan of the City
12 of Rialto and the Residential-High Density (R-HD) zone of the Foothill Boulevard
13 Specific Plan; and

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

15 The Site has a General Plan designation of Specific Plan with a Specific Plan Overlay and a
16 zoning designation of Residential-High Density (R-HD) within the Foothill Boulevard
17 Specific Plan. This R-HD zone permits the development of single-family dwellings and
18 townhome dwellings by right. The R-HD zone allows a maximum density of 30.0 dwelling
19 units per acre for project sites at least 3.0 acres in size or larger. The Project has a proposed
20 density of 11.8 dwelling units per acre, which is consistent with the R-HD zone. Additionally,
21 the project complies with all of the development standards of the R-HD zone, as detailed in
22 Table 3-2 (Development Standards) of the Foothill Boulevard Specific Plan.

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

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

27 The Project will comply with all of the technical standards required by the Subdivision Map
28 Act. Additionally, the Project is consistent with General Plan and the R-HD zone of the
Foothill Boulevard Specific Plan, as all of the development standards for the R-HD zone,
including the density requirement, are satisfied within the Project.

An existing portion of Foothill Boulevard will provide the primary access to the Project. A
new distinctive entryway, featuring a landscaped planter, decorative paving, and signage, will
be located in the middle of the Foothill Boulevard street frontage. An existing portion of

1 Spruce Avenue will provide secondary access to the Project. A new driveway, featuring
2 decorative paving, will be located in the middle of the Spruce Avenue street frontage. The
3 applicant will also construct and connect a new half-width segment of Larch Avenue from an
4 existing terminus at the intersection of Grove Street south to Foothill Boulevard. The
5 applicant will also install two (2) emergency-exit only driveways on the Larch Avenue and
6 Grove Street frontages. Access within the Project will be provided by a new private street
7 system throughout the inside of the project site.

- 8
9
10
11 3. That the site is physically suitable for the type of proposed development; and

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

13 The Site is a relatively flat, rectangular, expansive in size, and development of the land
14 should be easily accommodated. The applicant will be required to submit a
15 geotechnical/soils report to the Public Works Department for review and approval prior to
16 issuance of any building permits.

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

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

19 The Site is 15.59 net acres (15.95 gross acres) in size, and the Residential-High Density zoning
20 designation of the Site allows for a maximum density of 30.0 dwelling units per acre. The
21 acreage of the Site is suitable to accommodate the proposed density of 11.8 dwelling units per
22 acre.

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

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

26 According to Section 4.4.2 of the General Plan Environmental Impact Report, the Site is not
27 designated as a habitat for any threatened or endangered species. Mitigation measures
28 contained within the Initial Study/Mitigated Negative Declaration prepared for the project will
require the applicant to conduct pre-construction surveys to ensure no presence of nesting
birds or burrowing owls on the Site. However, the Site does contain approximately 0.13 acres
of streambed and associated riparian habit along the west end of the project site, in an area
scheduled to be constructed into an extension of Larch Avenue. Another mitigation measure
within the Initial Study/Mitigated Negative Declaration will require the applicant to obtain a
Section 1602 Streambed Alteration Agreement from the California Department of Fish and
Wildlife (CDFW), which may require the purchase of off-site mitigation lands, prior to the
commencement of construction of the Project. Strict adherence to the mitigation measures
contained within the Initial Study/Mitigated Negative Declaration prepared for the Project
will ensure that the Project will not cause substantial environmental damage or substantially
injure fish, wildlife, or their habitat.

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

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

4 The project site is bordered by Grove Street to the north, Spruce Avenue to the east, Foothill
5 Boulevard to the south, and a future segment of Larch Avenue to the west. To the north of
6 the project site, both adjacent to and across Grove Street, are several single-family
7 residential neighborhoods zoned Single-Family Residential (R-1B), and to the east, across
8 Spruce Avenue, is another single-family residential neighborhood zoned R-1B and
9 approximately 6.05 acres of vacant land zoned Commercial Pedestrian (C-P) within the
10 Foothill Boulevard Specific Plan. To the south, across Foothill Boulevard, is the Foothill
11 Village commercial center zoned Commercial-Mixed Use (C-MU) within the Foothill
12 Boulevard Specific Plan and approximately 6.60 acres of vacant land zoned Residential-
13 High Density (R-HD) within the Foothill Boulevard Specific Plan. To the west, across
14 Larch Avenue, is a single-family residential neighborhood zoned Single-Family
15 Residential (R-1C) and approximately 6.75 acres of vacant land zoned C-P within the
16 Foothill Boulevard Specific Plan. The proposed residential development pertaining to the
17 land division is consistent with all nearby land uses. Construction impacts will be limited
18 through the strict enforcement of the allowable construction hours listed in Section
19 9.50.070 of the Rialto Municipal Code, as well as enforcement of regular watering of the
20 Site to limit airborne dust and other particulate matter. The Project is not likely to cause
21 any public health problems.

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

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

26 Five (5) easements exist on or in relation to the Site. Four (4) of the easements are for public
27 utilities and the fifth easement is a drainage easement for the benefit of the three (3) parcels
28 that comprise the Site. Three (3) of the public utility easements and the drainage easement
29 will be vacated as a part of the Project. These four (4) easements were intended to benefit the
30 subject Site, but are not necessary to facilitate the Project. The remaining public utility
31 easement is located on the east end of the Site in an area to be dedicated to the public right-
32 of-way along Spruce Avenue. This public utility easement will remain in place.

33 SECTION 3. Based on the findings and recommended mitigation within the Initial Study,
34 staff determined that the project will not have an adverse impact on the environment, provided that
35 mitigation measures are implemented, and a Mitigated Negative Declaration was prepared. The local
36 newspaper published a copy of the Notice of Intent to adopt the Mitigated Negative Declaration for
37

1 the project, and the City mailed the notice to all property owners within 300 feet of the project site for
2 a public comment period held from December 17, 2018 to January 15, 2019. The Mitigated Negative
3 Declaration was prepared in accordance with the California Environmental Quality Act (CEQA). The
4 Planning Commission directs the Planning Division to file the necessary documentation with the
5 Clerk of the Board of Supervisors for San Bernardino County.

6 SECTION 4. The Planning Commission hereby approves TTM No. 20217 to allow the
7 subdivision of 15.95 gross acres of land (APNs: 0128-051-10, -27, & -34) located on the north side
8 of Foothill Boulevard between Larch Avenue and Spruce Avenue within the Residential-High
9 Density (R-HD) zone of the Foothill Boulevard Specific Plan into seven (7) residential condominium
10 lots and two (2) common lots, in accordance with the plan and application on file with the Planning
11 Division, subject to the following conditions:

- 13 1. TTM No. 20217 is approved allowing the subdivision of 15.95 gross acres of land (APNs:
14 0128-051-10, -27, & -34) located on the north side of Foothill Boulevard between Larch
15 Avenue and Spruce Avenue into seven (7) residential condominium lots and two (2)
16 common lots, as shown on the tentative map submitted to the Planning Division on August
17 17, 2018, and as approved by the Planning Commission. If the Conditions of Approval
specified herein are not satisfied or otherwise completed, the Project shall be subject to
revocation.
- 18 2. Prior to the issuance of building or grading permits for the proposed development, a
19 Precise Plan of Design shall be approved by the City's Development Review Committee
(DRC).
- 20 3. City inspectors shall have access to the Site to reasonably inspect the Site during normal
21 working hours to assure compliance with these conditions and other codes.
- 22 4. The applicant shall defend, indemnify and hold harmless the City of Rialto, its agents,
23 officers, or employees from any claims, damages, action, or proceeding against the City
24 or its agents, officers, or employees to attack, set aside, void, or annul any approval of
the City, its advisory agencies, appeal boards, or legislative body concerning TTM No.
25 20217. The City will promptly notify the applicant of any such claim, action, or
proceeding against the City, and applicant will cooperate fully in the defense.
- 26 5. In accordance with the provisions of Government Code Section 66020(d)(1), the
27 imposition of fees, dedications, reservations, or exactions for this Project, if any, are
28 subject to protest by the applicant at the time of approval or conditional approval of the

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

6. The City shall prepare a Fiscal Impact Analysis report at the applicant's sole cost and expense. The report shall analyze the Project's impact to the City's General Fund. The applicant shall be required to mitigate any negative fiscal impacts identified in the report through the formation of a Community Facilities District, payment of a Municipal Services Fee, or other acceptable mitigation method prior to the issuance of any building permits.
7. The applicant shall complete and abide by all mitigation measures contained within the Mitigation Monitoring and Reporting Program associated with Environmental Assessment Review No. 2018-0066 prior to issuance of any Certificate of Occupancy.
8. The applicant shall secure the services of a tribal cultural monitor to be present during all ground disturbance activities associated with the construction of this project. The tribal cultural monitor shall be approved by the Gabrieleño Band of Mission Indians-Kizh Nation, and documentation of coordination between the applicant and the Gabrieleño Band of Mission Indians-Kizh Nation on this matter shall be provided to the Planning Division prior to the issuance of a grading permit.
9. The applicant shall submit Covenants, Conditions and Restrictions (CC&R's) for a Home Owners Association (H.O.A.) to the Planning Division for review and approval by the City Attorney prior to recordation of the Final Map.
10. The applicant shall include language within the CC&R's that prohibits property owners and/or residents from converting their garage or using it for any purpose other than the parking of vehicles.
11. The applicant shall pay all applicable development impact fees in accordance with the current City of Rialto fee ordinance, including any Transportation and Traffic Fair Share Contribution fees, as applicable.
12. The applicant shall apply for annexation of the underlying property into City of Rialto Landscape and Lighting Maintenance District No. 2 ("LLMD 2"). An application fee of \$5,000 shall be paid at the time of application. Annexation into LLMD 2 is a condition of acceptance of any new median, parkway, and/or easement landscaping, or any new public street lighting improvements, to be maintained by the City of Rialto.
13. The applicant shall submit off-site landscaping and irrigation system improvement plans for review and approval at the time of first (1st) public improvement plan submittal to the Public Works Department. The median and parkway irrigation system shall be separately metered from the on-site private irrigation to be maintained for a period of one (1) year and annexed into a Special District. The off-site landscape and irrigation plans must show separate electrical and water meters to be annexed into the Landscape and Lighting Maintenance District No. 2 via a City Council Public Hearing. The landscape and

1 irrigation plans shall be approved concurrently with the street improvement plans,
2 including the median portion, prior to issuance of a building permit. The landscaping
3 architect must contact the City of Rialto Landscape Contract Specialist at (909) 772-2635
4 to ensure all landscape and irrigation guidelines are met prior to plan approval. Electrical
5 and water irrigation meter pedestals must not be designed to be installed at or near street
6 intersections or within a raised median to avoid burdensome traffic control set-up during
7 ongoing maintenance.

- 8
- 9 14. The applicant shall guarantee all new median and parkway landscaping irrigation for a
10 period of one (1) year from the date of the City Engineer acceptance. Any landscaping
11 that fails during the one year landscape maintenance period shall be replaced with similar
12 plant material to the satisfaction of the City Engineer, and shall be subject to a subsequent
13 one year landscape maintenance period. The applicant must contact the City of Rialto
14 Landscape Contract Specialist at (909) 772-2635 to confirm a full twelve (12) months'
15 time of non-interrupted ongoing maintenance.
- 16
- 17 15. The applicant shall install City Engineer approved deep root barriers, in accordance with
18 the Public Works Landscape and Irrigation Guidelines, for all trees installed within ten
19 (10) feet of the public sidewalk and/or curb.
- 20
- 21 16. All new street lights shall be installed on an independently metered, City-owned
22 underground electrical system. The developer shall be responsible for applying with
23 Southern California Edison ("SCE") for all appropriate service points and electrical
24 meters. New meter pedestals shall be installed, and electrical service paid by the
25 developer, until such time as the underlying property is annexed into LLMD 2.
- 26
- 27 17. The applicant shall submit street improvement plans prepared by a registered California
28 civil engineer to the Public Works Engineering Division for review. The plans shall be
approved by the City Engineer prior to the approval of Tract Map No. 20217.
- 18
- 19 18. The applicant shall submit street light improvement plans prepared by a registered
20 California civil engineer to the Public Works Engineering Division for review. The plans
21 shall be approved by the City Engineer prior to the approval of Tract Map No. 20217.
- 22
- 23 19. The applicant shall submit sewer improvement plans prepared by a registered California
24 civil engineer to the Public Works Engineering Division for review. The plans shall be
25 approved by the City Engineer prior to the approval of Tract Map No. 20217.
- 26
- 27 20. The applicant shall submit traffic striping and signage improvement plans prepared by a
28 registered California civil engineer or registered California traffic engineer to the Public
Works Engineering Division for review. The plans shall be approved by the City Engineer
prior to the approval of Tract Map No. 20217.
- 29
- 30 21. The applicant shall submit traffic signal plans for the intersection of Foothill Boulevard
and Larch Avenue to the Public Works Engineering Division for review. The plans shall

1 be prepared by a registered California civil engineer. The plans shall also be approved by
2 the City Engineer prior to the issuance of a Certificate of Occupancy.

3 22. The applicant shall submit copies of approved water improvement plans prepared by a
4 registered California civil engineer to the Public Works Engineering Division for record
5 purposes. The plans shall be approved by the Rialto Water Services, the City's water
6 purveyor, prior to the approval of Tract Map No. 20217.

7 23. The applicant shall submit a Precise Grading/Paving Plan prepared by a California
8 registered civil engineer to the Public Works Engineering Division for review and
9 approval. The Grading Plan shall be approved by the City Engineer prior to approval of
10 Tract Map No. 20217 and prior to the issuance of any building permit.

11 24. The applicant shall submit a Geotechnical/Soils Report, prepared by a California
12 registered Geotechnical Engineer, for and incorporated as an integral part of the grading
13 plan for the proposed development. A copy of the Geotechnical/Soils Report shall be
14 submitted to the Public Works Engineering Division with the first submittal of the Precise
15 Grading Plan.

16 25. The applicant shall construct asphalt concrete paving for streets in two separate lifts. The
17 final lift of asphalt concrete pavement shall be postponed until such time that on-site
18 construction activities are complete. Unless the City Engineer provide prior authorization,
19 paving of streets in one lift prior to completion of on-site construction is not allowed. If
20 City Engineer authorized, completion of asphalt concrete paving for streets prior to
21 completion of on-site construction activities, requires additional paving requirements
22 prior to acceptance of the street improvements, including, but not limited to: removal and
23 replacement of damaged asphalt concrete pavement, overlay, slurry seal, or other repairs.

24 26. The applicant shall repair all street cuts for utilities in accordance with City Standard SC-
25 231 within 72 hours of completion of the utility work; and any interim trench repairs shall
26 consist of compacted backfill to the bottom of the pavement structural section followed
27 by placement of standard base course material in accordance with the Standard
28 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.

29 27. The applicant shall backfill and/or repair any and all utility trenches or other excavations
30 within existing asphalt concrete pavement of off-site streets resulting from the proposed
31 development, in accordance with City of Rialto Standard Drawings. The applicant shall
32 be responsible for removing, grinding, paving and/or overlaying existing asphalt concrete
33 pavement of off-site streets including pavement repairs in addition to pavement repairs
34 made by utility companies for utilities installed for the benefit of the proposed
35 development (i.e. Fontana Water Company, Southern California Edison, Southern
36 California Gas Company, Time Warner, Verizon, etc.). Multiple excavations, trenches,
37 and other street cuts within existing asphalt concrete pavement of off-site streets resulting

1 from the proposed development may require complete grinding and asphalt concrete
2 overlay of the affected off-site streets, at the discretion of the City Engineer. The pavement
3 condition of the existing off-site streets shall be returned to a condition equal to or better
4 than what existed prior to construction of the proposed development.

- 5 28. The applicant shall install underground all existing electrical distribution lines of sixteen
6 thousand volts or less and overhead service drop conductors, and all telephone, television
7 cable service, and similar service wires or lines, which are on-site, abutting, and/or
8 transecting the site, in accordance with Chapter 15.32 of the Rialto Municipal Code.
9 Utility undergrounding shall extend to the nearest off-site power pole. Unless City
10 Engineer approved, no new power poles shall be installed. A letter from the owners of
11 the affected utilities shall be submitted to the City Engineer prior to approval of the Precise
12 Grading/Paving Plan, informing the City that they have been notified of the City's utility
13 undergrounding requirement and their intent to commence design of utility
14 undergrounding plans. When available, the utility undergrounding plan shall be submitted
15 to the City Engineer identifying all above ground facilities in the area of the project to be
16 undergrounded.
- 17 29. The applicant shall replace all damaged, destroyed, or modified pavement legends, traffic
18 control devices, signing, striping, and street lights, associated with the proposed
19 development prior to the issuance of a Certificate of Occupancy.
- 20 30. The applicant shall provide construction signage, lighting and barricading during all
21 phases of construction as required by City Standards or as directed by the City Engineer.
22 As a minimum, all construction signing, lighting and barricading shall be in accordance
23 with Part 6 "Temporary Traffic Control" of the 2014 California Manual on Uniform
24 Traffic Control Devices, or subsequent editions in force at the time of construction.
- 25 31. Upon approval of any improvement plan by the City Engineer, the applicant shall provide
26 the improvement plan to the City in digital format, consisting of a DWG (AutoCAD
27 drawing file), DXF (AutoCAD ASCII drawing exchange file), and PDF (Adobe Acrobat)
28 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.
32. 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.
33. The applicant shall construct and include in the project design any and all Transportation
Commission recommended improvements.
34. The applicant shall construct Foothill Boulevard Specific Plan required median along
Foothill Boulevard subject to a payback agreement for costs for the south half or pay in-

lieu fees for the design, construction, and inspection of a raised median along Foothill Boulevard.

35. The applicant shall pay a fair share fee in the amount of \$55,983.23 for the future construction of the traffic signal at Foothill Boulevard and Larch Avenue and public improvements at Foothill Boulevard and Cedar Avenue. The fair share contribution fees are summarized as follows:

a. Intersection: Cedar Avenue & Foothill Boulevard – (7.99% of \$172,506.00 = \$13,783.23)

- i. Add NBR Lane,
- ii. Extend existing left-turn lane pockets on all approaches;
- iii. Retime signal timing splits for each phase while keeping existing cycle length.

b. Intersection: Larch Avenue & Foothill Boulevard – (10.55% of \$400,000.00 = \$42,200.00)

- i. Install traffic signal

36. The applicant shall construct 4-inch conduit within the parkway area along the entire project frontage along Foothill Boulevard for future use.

37. The applicant shall be responsible for coordinating with Omnitrans regarding the location of existing, proposed, and future bus stops along the property frontage of all public streets. The developer shall design street and sidewalk improvements in accordance with the latest Omnitrans bus stop guidelines and in compliance with current accessibility standards pursuant to the Americans with Disabilities Act (ADA) requirements. The developer shall design all bus stops to accommodate the Omnitrans Premium Shelters. Prior to Certificate of Occupancy, the developer shall submit to Public Works verification from Omnitrans acknowledging concurrence with the existing, proposed, and future bus stop improvements in conformance with the Premium Shelter design guidelines.

38. The applicant shall construct a 16-foot wide raised and landscaped Median Island along frontage of property in accordance with the City Standards and the Foothill Boulevard Specific Plan or pay in-lieu fees for the design, construction, and inspection of a raised median along Foothill Boulevard. The median nose width shall have stamped concrete. The left turn pockets shall be City Engineer approved and designed in accordance with Section 405 of the current edition of the Caltrans Highway Design Manual. Left turn pockets can only be designed as shown on the Foothill Boulevard Specific Plan or as approved by the Transportation Commission.

39. The applicant shall dedicate additional right-of-way along the entire frontage of Foothill Boulevard, as necessary, to provide the ultimate half-width of 55 feet, as required by the City Engineer.

- 1 40. The applicant shall dedicate property line corner cutbacks at the northeast corner of the
2 intersection of Foothill Boulevard and Larch Avenue and at the northwest corner of the
3 intersection of Foothill Boulevard and Spruce Avenue, in accordance with City Standard
4 SC-235, as required by the City Engineer. Nothing shall be constructed or planted in the
5 corner cut-off area which does or will exceed 30 inches in height required to maintain an
6 appropriate corner sight distance.
- 7 41. The applicant shall dedicate a 5 foot wide landscape easement along the entire frontage of
8 Foothill Boulevard, in accordance with the Foothill Boulevard Specific Plan and the City
9 of Rialto Standard Drawings.
- 10 42. The applicant shall remove existing pavement and construct new pavement with a
11 minimum pavement section of 5 inches asphalt concrete pavement over 6 inches crushed
12 aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or
13 equal, along the entire half-width street frontage of Foothill Boulevard in accordance with
14 City of Rialto Standard Drawings, if determined necessary by the City Engineer. The
15 pavement section shall be determined using a Traffic Index ("TI") of 10. A California
16 registered Geotechnical Engineer shall design the pavement section using "R" values from
17 the project site and submitted to the City Engineer for approval. Alternatively, depending
18 on the existing street condition and as approved by the City Engineer, a street overlay,
19 slurry seal, or other repair can be performed to preserve existing pavement improvements.
- 20 43. The applicant shall construct an 8 inch curb and gutter, located at 48 feet north of the
21 centerline along the entire frontage of Foothill Boulevard, in accordance with City of
22 Rialto Standard Drawings.
- 23 44. The applicant shall construct a 7 foot wide Americans with Disabilities Act (ADA)
24 compliant sidewalk adjacent to the edge of the curb along the entire frontage of Foothill
25 Boulevard, in accordance with the Foothill Boulevard Specific Plan and the City of Rialto
26 Standard Drawings.
- 27 45. The applicant shall construct the proposed driveway approach to be connected to Foothill
28 Boulevard 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. 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.
46. The applicant shall construct curb ramps meeting current California State Accessibility
standards along both sides of the driveway approach connected to Foothill Boulevard.
The applicant 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.

- 1 47. The applicant shall construct a curb ramps meeting current California State Accessibility
2 standards at the northeast corner of the intersection of Foothill Boulevard and Larch
3 Avenue and at the northwest corner of the intersection of Foothill Boulevard and Spruce
4 Avenue, in accordance with the City of Rialto Standard Drawings.
- 5 48. The applicant shall construct a new underground electrical system for public street
6 lighting improvements along the project frontage of Foothill Boulevard, as determined
7 necessary by the City Engineer. New marbelite street light poles with LED light fixtures
8 shall be installed in accordance with City of Rialto Standard Drawings.
- 9 49. The applicant shall install "No Stopping Anytime" R26A(S)(CA) signage along the entire
10 frontage of Foothill Boulevard, as required by the City Engineer.
- 11 50. The applicant shall design and submit a plan to address existing drainage in the public
12 right-of-way along the entire frontage of Foothill Boulevard.
- 13 51. The applicant shall install pavement tapers along westbound Foothill Boulevard as
14 Foothill Boulevard narrows/transitions from three (3) lanes to two (2) lanes beyond the
15 site's boundary limits. The pavement tapers shall be identified on the Traffic Striping and
16 Signage Plan.
- 17 52. The applicant shall dedicate additional right-of-way along the entire frontage of Larch
18 Avenue, as necessary, to provide the ultimate half-width of 32 feet, as required by the City
19 Engineer.
- 20 53. The applicant shall dedicate property line corner cutbacks at the northeast corner of the
21 intersection of Foothill Boulevard and Larch Avenue and at the southeast corner of the
22 intersection of Grove Street and Larch Avenue, in accordance with City Standard SC-235,
23 as required by the City Engineer. Nothing shall be constructed or planted in the corner
24 cut-off area which does or will exceed 30 inches in height required to maintain an
25 appropriate corner sight distance.
- 26 54. The applicant shall remove any existing pavement and construct new pavement with a
27 minimum pavement section of 5 inches asphalt concrete pavement over 6 inches crushed
28 aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or
equal, along the entire half-width street frontage of Larch Avenue in accordance with City
of Rialto Standard Drawings. The pavement section shall be determined using a Traffic
Index ("TI") of 10. A California registered Geotechnical Engineer shall design the
pavement section using "R" values from the project site and submitted to the City
Engineer for approval. Alternatively, depending on the existing street condition and as
approved by the City Engineer, a street overlay, slurry seal, or other repair can be
performed to preserve existing pavement improvements.
55. The applicant shall, at a minimum, construct a half-width street plus 6-feet to provide for
two-way traffic. If sufficient right-of-way is secured or exists on the west side of Larch
Avenue, construct a half-width street plus 10-feet to provide for two-way traffic.

1 Construct asphalt concrete paving for streets in two separate lifts. The final lift of asphalt
2 concrete pavement shall be postponed until such time that on-site construction activities
3 are complete. Unless the City Engineer provide prior authorization, paving of streets in
4 one lift prior to completion of on-site construction is not allowed. If City Engineer
5 authorized, completion of asphalt concrete paving for streets prior to completion of on-
6 site construction activities, requires additional paving requirements prior to acceptance of
7 the street improvements, including, but not limited to: removal and replacement of
8 damaged asphalt concrete pavement, overlay, slurry seal, or other repairs.

9 56. The applicant shall construct an 8 inch curb and gutter, located at 20 feet east of the
10 centerline, along the entire frontage of Larch Avenue, in accordance with City of Rialto
11 Standard Drawings.

12 57. The applicant shall construct a 6 foot wide Americans with Disabilities Act (ADA)
13 compliant sidewalk adjacent to the edge of the curb along the entire frontage of Larch
14 Avenue, in accordance with City of Rialto Standard Drawings.

15 58. The applicant shall construct the proposed driveway approach to be connected to Larch
16 Avenue in accordance with City of Rialto Standard Drawings. The driveway approach
17 shall be constructed so the top of "X" is 5 feet from the property line. Nothing shall be
18 constructed or planted in the corner cut-off area which does or will exceed 30 inches in
19 height required to maintain an appropriate corner sight distance.

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

27 60. The applicant shall construct a curb ramps meeting current California State Accessibility
28 standards at the northeast corner of the intersection of Foothill Boulevard and Larch
Avenue and at the southeast corner of the intersection of Grove Street and Larch Avenue,
in accordance with the City of Rialto Standard Drawings.

61. The applicant shall install "No Stopping Anytime" R26A(S)(CA) signage along the entire
frontage of Larch Avenue, as required by the City Engineer.

62. The applicant shall construct a new underground electrical system for public street
lighting improvements along the project frontage of Larch Avenue, as determined
necessary by the City Engineer. New marbelite street light poles with LED light fixtures
shall be installed in accordance with City of Rialto Standard Drawings. The applicant
shall also provide 2-inch conduit and pull boxes to west side of Larch Avenue for
continuation of street light system along the west side.

63. The applicant shall design and submit a plan to address the existing drainage in the public right-of-way along Larch Avenue.
64. The applicant shall dedicate additional right-of-way along the entire frontage of Spruce Avenue, as necessary, to provide the ultimate half-width of 32 feet, as required by the City Engineer.
65. The applicant shall dedicate property line corner cutbacks at the northwest corner of the intersection of Foothill Boulevard and Spruce Avenue and at the southwest corner of the intersection of Grove Street and Spruce Avenue, in accordance with City Standard SC-235, as required 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.
66. The applicant shall remove any existing pavement and construct new pavement with a minimum pavement section of 5 inches asphalt concrete pavement over 6 inches crushed aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, along the entire half-width street frontage of Spruce Avenue in accordance with City of Rialto Standard Drawings. The pavement section shall be determined using a Traffic Index ("TI") of 10. A California registered Geotechnical Engineer shall design the pavement section using "R" values from the project site and submitted to the City Engineer for approval. Alternatively, depending on the existing street condition and as approved by the City Engineer, a street overlay, slurry seal, or other repair can be performed to preserve existing pavement improvements.
67. The applicant shall construct an 8 inch curb and gutter, located at 20 feet west of the centerline, along the entire frontage of Spruce Avenue, in accordance with City of Rialto Standard Drawings.
68. The applicant shall construct a 6 foot wide Americans with Disabilities Act (ADA) compliant sidewalk adjacent to the edge of the curb along the entire frontage of Spruce Avenue, in accordance with City of Rialto Standard Drawings.
69. The applicant shall construct the proposed driveway approach to be connected to Spruce Avenue 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. 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.
70. The applicant shall construct curb ramps meeting current California State Accessibility standards along both sides of the driveway approach connected to Spruce Avenue. The applicant 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.

- 1 71. The applicant shall construct a curb ramps meeting current California State Accessibility
2 standards at the northwest corner of the intersection of Foothill Boulevard and Spruce
3 Avenue and at the southwest corner of the intersection of Grove Street and Spruce
4 Avenue, in accordance with the City of Rialto Standard Drawings.
- 5 72. The applicant shall install "No Stopping Anytime" R26A(S)(CA) signage along the entire
6 frontage of Spruce Avenue, as required by the City Engineer.
- 7 73. The applicant shall construct a new underground electrical system for public street
8 lighting improvements along the project frontage of Spruce Avenue, as determined
9 necessary by the City Engineer. New marbelite street light poles with LED light fixtures
10 shall be installed in accordance with City of Rialto Standard Drawings. The applicant
11 shall also provide 2-inch conduit and pull boxes to the east side of Spruce Avenue for
12 continuation of street light system along the east side.
- 13 74. The applicant shall replace traffic signal detector loops for the intersection of Foothill
14 Boulevard and Spruce Avenue disrupted by the construction of the project.
- 15 75. The applicant shall design and submit a plan to address existing drainage in the public
16 right-of-way along Spruce Avenue.
- 17 76. The applicant shall dedicate additional right-of-way along the entire frontage of Grove
18 Street, as necessary, to provide the ultimate half-width of 30 feet, as required by the City
19 Engineer.
- 20 77. The applicant shall dedicate property line corner cutbacks at the southwest corner of the
21 intersection of Grove Street and Spruce Avenue and at the southeast corner of the
22 intersection of Grove Street and Larch Avenue, in accordance with City Standard SC-235,
23 as required by the City Engineer. Nothing shall be constructed or planted in the corner
24 cut-off area which does or will exceed 30 inches in height required to maintain an
25 appropriate corner sight distance.
- 26 78. The applicant shall remove any existing pavement and construct new pavement with a
27 minimum pavement section of 5 inches asphalt concrete pavement over 6 inches crushed
28 aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or
equal, along the entire half-width street frontage of Grove Street in accordance with City
of Rialto Standard Drawings. The pavement section shall be determined using a Traffic
Index ("TI") of 10. A California registered Geotechnical Engineer shall design the
pavement section using "R" values from the project site and submitted to the City
Engineer for approval. Alternatively, depending on the existing street condition and as
approved by the City Engineer, a street overlay, slurry seal, or other repair can be
performed to preserve existing pavement improvements.

- 1 79. The applicant shall construct an 8 inch curb and gutter, located at 18 feet south of the
2 centerline, along the entire frontage of Grove Street, in accordance with City of Rialto
Standard Drawings.
- 3 80. The applicant shall construct a 6 foot wide Americans with Disabilities Act (ADA)
4 compliant sidewalk adjacent to the edge of the curb along the entire frontage of Grove
5 Street, in accordance with City of Rialto Standard Drawings.
- 6 81. The applicant shall construct the proposed driveway approach to be connected to Grove
7 Street in accordance with City of Rialto Standard Drawings. The driveway approach shall
8 be constructed so the top of "X" is 5 feet from the property line. 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.
- 9 82. The applicant shall construct curb ramps meeting current California State Accessibility
10 standards along both sides of the driveway approach connected to Grove Street. The
11 applicant shall ensure that an appropriate path of travel, meeting ADA guidelines, is
12 provided across the driveway, and shall adjust the location of the access ramps, if
13 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.
- 14 83. The applicant shall construct a curb ramps meeting current California State Accessibility
15 standards at the southwest corner of the intersection of Grove Street and Spruce Avenue
16 and at the southeast corner of the intersection of Grove Street and Larch Avenue, in
accordance with the City of Rialto Standard Drawings.
- 17 84. The applicant shall construct a new underground electrical system for public street
18 lighting improvements along the project frontage of Grove Street, as determined
19 necessary by the City Engineer. New marbelite street light poles with LED light fixtures
shall be installed in accordance with City of Rialto Standard Drawings.
- 20 85. The applicant shall install a stop signs, stop bars, and "STOP" legends on both sides of
21 Grove Street at the intersection of Larch Avenue, in accordance with City of Rialto
22 Standard Drawings, and in conformance with the 2014 California Manual on Uniform
Traffic Control Devices, or subsequent editions in force at the time of construction.
- 23 86. The development of the site is subject to the requirements of the National Pollution
24 Discharge Elimination System (NPDES) Permit for the City of Rialto, under the Santa
25 Ana Regional Water Quality Control Board, Board Order No. R8-2010-0036. Pursuant to
26 the NPDES Permit, the applicant shall ensure development of the site incorporates post-
27 construction Best Management Practices ("BMPs") in accordance with the Model Water
28 Quality Management Plan ("WQMP") approved for use for the Santa Ana River
Watershed. The applicant 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.

- 1 87. The applicant shall install all proposed pavement on-site with a minimum pavement
2 section of 2½ inches asphalt concrete pavement over 4 inches crushed aggregate base with
3 a minimum subgrade of 24 inches at 95% relative compaction, or equal. If an alternative
4 pavement section is proposed, the proposed pavement section shall be a California
5 registered Geotechnical Engineer designed section using "R" values from the project site
6 and submitted to the City Engineer for approval.
- 7 88. The applicant shall connect the project to the City of Rialto sewer system and apply for a
8 sewer connection account with Rialto Water Services.
- 9 89. The applicant shall provide certification from Rialto Water Services that demonstrates
10 that all water and/or wastewater service accounts for the project are documented, prior to
11 the issuance of a Certificate of Occupancy or final inspection approval from the Public
12 Works Engineering Division.
- 13 90. Domestic water service to the underlying property is provided by Rialto Water Services
14 (RWS). The applicant shall be responsible for coordinating with RWS and complying
15 with all requirements for establishing domestic water service to the property. The design
16 must include fire hydrants along Larch Avenue, Grove Avenue, Spruce Avenue, and
17 Foothill Boulevard.
- 18 91. The applicant shall adhere to the City Council approved franchise agreements and disposal
19 requirements during all construction activities, in accordance with Section 8.08 (Refuse
20 Collection of the City of Rialto Municipal Code).
- 21 92. Prior to commencing with any grading, the applicant shall implement the required erosion
22 and dust control measures shall be in place. In addition, the following shall be included if
23 not already identified:
- 24 a. 6 foot high tan colored perimeter screened fencing
 - 25 b. Contractor information signage including contact information along the street
26 frontage of Foothill Boulevard, Spruce Avenue, Larch Avenue, and Grove
27 Avenue.
 - 28 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"
93. The applicant shall 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 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

1 shall be approved prior to the issuance of any building permit and shall be recorded at the
2 San Bernardino County Recorder's Office prior to the issuance of a Certificate of
Occupancy.

- 3 94. The applicant shall prepare a Notice of Intent (NOI) to comply with the California General
4 Construction Stormwater Permit (Water Quality Order 2009-0009-DWQ as modified
5 September 2, 2009) is required via the California Regional Water Quality Control Board
6 online SMARTS system. A copy of the executed letter issuing a Waste Discharge
7 Identification (WDID) number shall be provided to the City Engineer prior to issuance of
8 a grading or building permit. The applicant's contractor shall prepare and maintain a
Storm Water Pollution Prevention Plan ("SWPPP") as required by the General
Construction Permit. All appropriate measures to prevent erosion and water pollution
during construction shall be implemented as required by the SWPPP
- 9 95. All stormwater runoff passing through the site shall be accepted and conveyed across the
10 property in a manner acceptable to the City Engineer. For all stormwater runoff falling
11 on the site, on-site retention or other facilities approved by the City Engineer shall be
12 required to contain the increased stormwater runoff generated by the development of the
13 property. Provide a hydrology study to determine the volume of increased stormwater
14 runoff due to development of the site, and to determine required stormwater runoff
15 mitigation measures for the proposed development. Final retention system sizing and
16 other stormwater runoff mitigation measures shall be determined upon review and
17 approval of the hydrology study by the City Engineer and may require redesign or changes
18 to site configuration or layout consistent with the findings of the final hydrology study.
19 The volume of increased stormwater runoff to retain on-site shall be determined by
20 comparing the existing "pre-developed" condition and proposed "developed" condition,
21 using the 100-year frequency storm. All on-site and off-site designs must comply with
22 NPDES stormwater regulations.
- 23 96. Direct release of on-site nuisance water or stormwater runoff shall not be permitted to the
24 adjacent public streets. Provisions for the interception of nuisance water from entering
25 adjacent public streets from the project site shall be provided through the use of a minor
26 storm drain system that collects and conveys nuisance water to landscape or parkway
27 areas, and in only a stormwater runoff condition, pass runoff directly to the streets through
28 parkway or under sidewalk drains. All on-site and off-site designs must comply with
NPDES stormwater regulations.
97. The applicant shall provide pad elevation certifications for all building pads in
conformance with the approved Precise Grading/Paving Plan to the Engineering Division
prior to the construction of any building foundation.
98. Prior to the issuance of a certificate of occupancy or final City approvals, the applicant
shall demonstrate that all structural BMP's have been constructed and installed in
conformance with approved plans and specifications, and as identified in the approved
WQMP.

1 99. The applicant shall remove any graffiti within 24 hours, before, during, and post
2 construction.

3 100. The applicant shall submit a final tract map (Tract Map No. 20217), prepared by a
4 California registered Land Surveyor or qualified Civil Engineer, to the Public Works
5 Engineering Division for review and approval. A Title Report prepared for subdivision
6 guarantee for the subject property, the traverse closures for the existing parcel and all lots
7 created therefrom, and copies of record documents shall be submitted with Tract Map No.
8 20217 to the Public Works Engineering Division as part of the review of the Map. Tract
9 Map No. 20217 shall be approved by the City Council prior to issuance of any building
10 permits.

11 101. In accordance with Government Code 66462, all required public improvements shall be
12 completed prior to the approval of a final map (Tract Map No. 20217). Alternatively, the
13 applicant may enter into a Subdivision Improvement Agreement to secure the cost of all
14 required public improvements at the time of requesting the City Engineer's approval of
15 Tract Map No. 20217. If a Subdivision Improvement Agreement is requested by the
16 applicant, a fee of \$2,000 shall be paid for preparation and processing of the Subdivision
17 Improvement Agreement. The applicant will be required to secure the Subdivision
18 Improvement Agreement pursuant to Government Code 66499 in amounts determined by
19 the City Engineer.

20 102. The applicant shall comply with all other applicable State and local ordinances.

21 103. Pursuant to Section 17.16.050A of the Rialto Municipal Code, approval of TTM No.
22 20217 is granted for a period of twenty-four (24) months from the effective date of this
23 resolution. Pursuant to Section 17.16.050C of the Rialto Municipal Code, an extension
24 of time for TTM No. 20217 may be granted by the Planning Commission for a period
25 or periods not to exceed a total of thirty-six (36) months. The period or periods of
26 extension shall be in addition to the original twenty-four (24) months. An application
27 shall be filed with the Planning Division for each extension together with the required
28 fee prior to the expiration date of TTM No. 20217.

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

PASSED, APPROVED AND ADOPTED this 27th day of February, 2019.


JOHN PEUKERT, CHAIR
CITY OF RIALTO PLANNING COMMISSION

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

5 I, Adrianna Martinez, Administrative Assistant of the City of Rialto, do hereby certify that
6 the foregoing Resolution No. 19-14 was duly passed and adopted at a regular meeting of the
7 Planning Commission of the City of Rialto held on the 27th day of February, 2019.

8 Upon motion of Planning Commissioner Jerry Gutierrez, second by Commissioner Artist
9 Gilbert the foregoing Resolution No. 19-14 was duly passed and adopted.
10

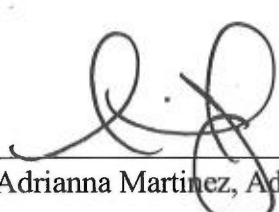
11 Vote on the motion:

12 AYES: 7

13 NOES: 0

14 ABSENT: 0

15 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of
16 Rialto this 27th day of February, 2019.

17
18
19
20
21
22
23
24
25
26
27
28


Adrianna Martinez, Administrative Assistant

EXHIBIT "C"

TRACT NO. 20217

(Subdivision/Unit No.)

Century Communities of California LLC.
(Subdivider)

ENVIRONMENTAL WARRANTY

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

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

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

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

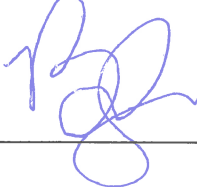
4. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any Hazardous Substance on the property to be dedicated.

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

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

Dated: 7/8/2020

SUBDIVIDER*

By:  BRENT JOHNSON - DIVISION VICE PRESIDENT

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