



LARRY WALKER
Auditor/Controller – Recorder

R Regular Mail

Recording requested by
and when recorded mail to:

City Clerk
City of Redlands
P. O. Box 3005
Redlands, CA 92373

Doc#: 2005 – 0465823



Titles: 1 Pages: 22

Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

AGREEMENT FOR ANNEXATION AND PROVISION FOR CITY UTILITY SERVICES

This Agreement for Annexation and Provision of City Utility Services (“Agreement”) is made and entered into this 21st day of June, 2005, by and between the City of Redlands, a municipal corporation organized and existing under the laws of the State of California (“City”) and Crestwood Corporation, (“Developer”). The City and Developer are sometimes collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, to provide for orderly planning, the City (1) has the authority pursuant to Government Code Sections 65300 and 65301 to include in its General Plan property outside its boundaries which is in the City's sphere of influence or which in the City's judgment bears a relation to its strategic planning, and (2) also has the authority pursuant to Government Code Section 65859 to pre-zone property within its sphere of influence for the purpose of determining the zoning designation that will apply to such property in the event of a subsequent annexation of the property to the City; and

WHEREAS, Developer has provided evidence, satisfactory to the City, that Developer is the fee owner of the property comprising San Bernardino County Tentative Tract No. 16756, which is located in an unincorporated area within the City's sphere of influence (the “Property”) and which the Developer intends to develop as a single family residential development; and

WHEREAS, Government Code Section 56133 authorizes the City to provide new or extended services by contract outside its jurisdictional boundaries if it first receives written approval from the Local Agency Formation Commission for San Bernardino County (“LAFCO”), and provides that LAFCO may authorize the City to provide such services within the City's sphere of influence in anticipation of a later change of organization; and

WHEREAS, the City's General Plan and Chapter 13.60 of the Redlands Municipal Code establish policies and procedures for the approval of City utility services to development located within the City's sphere of influence and require, among other things, the owner of the property to be served to enter into an agreement and record the same in the official records of the County requiring the owner to annex the property to the City upon certain conditions; and

WHEREAS, the City has prepared a General Plan for the unincorporated area in which the Property is located to provide for the orderly planning of such area and has determined that the Property is consistent with the goals and policies of the City's General Plan and the development standards of the Redlands Municipal Code; and

WHEREAS, it is the policy and goal of the City to discourage and not facilitate development in the City's sphere of influence which is unwilling and/or fails to comply with the City's General Plan and the City's development standards by refusing to extend utility services in such instances; and

WHEREAS, pursuant to the requirements of Chapter 13.60 of the Redlands Municipal Code and in consideration for the City's agreement to extend utility services outside its jurisdictional boundaries to the Property, Developer has entered into this Agreement to provide assurances to the City that development of the Property will occur in accordance with the Redlands General Plan and the Development Standards of the Redlands Municipal Code, and that the Property shall be annexed to the City in accordance with this Agreement's terms, provisions and conditions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the City of Redlands and Crestwood Corporation agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct.
2. Definitions. The following terms when used in this Agreement shall have the meanings ascribed to them:
 - a. "Agreement" means this Agreement for Annexation and Provision of Utility Services.
 - b. "Annexation" means the procedure for a change of organization or reorganization set forth in the Cortese-Knox Hertzberg Local Government Reorganization Act of 2000 (Government Code sections 56000 et seq.).
 - c. "Developer" means Crestwood Corporation and there successors-in-interest to all or any part of the Property.
 - d. "Project" means the improvement of the Property for the purposes of constructing a maximum of forty-four (44) single family residential dwellings, pursuant to existing project approvals.
 - e. "Existing Project Approvals" means Tentative Tract No. 16756, its conditions of approval issued by the County of San Bernardino as of the effective date of this Agreement and as described in Exhibit "A" attached hereto and incorporated herein by reference, and those certain project approvals in effect as of the effective date of this Agreement with respect to this Property.

f. "Property" means the real property owned by Developer which is more particularly described in Exhibit "B", attached hereto and incorporated by this reference.

3. Provision of Utility Services. The City agrees to provide utility services to the Property consistent with the terms and conditions of this Agreement, provided that the Project complies with all rules and regulations of the City governing the extension and provision of utility services to properties located outside the City's boundaries at the time a request by Developer for application for a water and sewer connection is approved by the City's Municipal Utilities Department. Nothing herein represents a commitment by the City to provide such services unless and until Developer complies with all such rules and regulations. In accordance with the voter-approved General Plan amendment known as Measure "U," Developer agrees to pay, as a condition of approval of an application for water and sewer connection and prior to receiving any services, the full cost of such services as established by the City for the extension of utility services to the property.

4. Agreement to Develop by City Standards. In consideration of the City's agreement to provide City water and sewer services to the Property, Developer shall develop the Property in accordance with the Redlands General Plan, the Development Standards of the R-1, Single Family Residential District of the Redlands Municipal Code, and all other applicable provisions of the Redlands Municipal Code.

5. Agreement to Annex. In consideration of the City's agreement to provide City water and sewer services to the Property, Developer hereby irrevocably consents to annexation of the Property to City and agrees it shall take any and all reasonable and necessary actions, and fully and in good faith cooperate with City, to cause the annexation of the Property to the City. Developer and the City agree that in the event City initiates an annexation of the Property, the City shall be responsible for the costs of such annexation. In all other instances where the annexation of the Property is proposed to the City, Developer shall be responsible for such costs.

6. Monetary Consideration for Service Extension. Concurrent with the City's extension of services to the Property, Developer shall pay to the City, as a condition of receiving such services in accordance with the voter approved amendment to the City's General Plan known as Measure "U", a sum equivalent to all capital improvement and other development fees which would be applicable to the Property if the property was within the City limits at the time of extension of the services.

7. Taxes and Assessments. Developer hereby consents to the imposition of, and agrees Developer shall pay, all taxes and assessments imposed and/or levied by the City which may be applicable to the Property at the time the Property is annexed to the City.

8. Recordation. By entering into this Agreement, Developer and the City acknowledge and agree that, among other things, it is the express intention of the Parties that any and all successors in interest, assigns, heirs and executors of Developer shall have actual and constructive notice of Developer's obligations under, and the benefits and burdens of, this Agreement. Therefore, this Agreement and any amendments hereof, shall be recorded in the official records of the County of San Bernardino. Developer further agrees that City shall, at the sole cost of Developer, have the right to cause the recordation of this Agreement.

9. Breach/Failure to Annex In the event Developer fails to comply with its obligations under this Agreement or takes any action to protest, challenge, contravene or otherwise breach any of its obligations or representations under this Agreement, the City shall have the right to, without any liability whatsoever, cease the provision of City utility services to the Property. This right shall be in addition to any other legal or equitable relief available to the City.

10. Not a Partnership The Parties specifically acknowledge that the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint-venture or other association of any kind is formed by this Agreement. The only relationship between the City and Developer is that of a governmental entity regulating the development of private property and the owner of such property.

11. Indemnity and Cost of Litigation.

a. Hold Harmless - Project. Developer agrees to and shall hold the City, its elected officials, officers, agents and employees free and harmless from any and all liability for damage or claims for damage for personal injury, including death, and claims for property damage which may arise from the operations, errors, or omissions of Developer or those of its contractors, subcontractors, agents, employees or any other persons acting on Developer's behalf which relate to the Project. Developer agrees to and shall defend, indemnify and hold harmless the City, its elected officials, officers, agents, employees and representatives from all actions for damages caused or alleged to have been caused by reason of Developer's acts, errors or omissions in connection with the Project. This hold harmless agreement applies to all damages and claims for damages suffered or alleged to have been suffered by reason of Developer's or its representatives' acts, errors or omissions regardless of whether or not the City supplied, prepared or approved plans or specifications relating to the Project and regardless of whether or not any insurance policies of Developer relating to the Project are applicable.

b. Third Party Litigation Concerning Agreement. Developer shall defend, at its expense, including attorneys' fees, indemnify and hold harmless the City, its elected officials, officers, agents and employees from any claim, action or proceeding against any of them to attack, set aside, void or annul the approval of this Agreement or the approval of any permit or entitlement granted in furtherance of this Agreement. The City may, in its sole discretion, participate in the defense of any such claim, action or proceeding.

12. Liquidated Damages In the event that the property is not annexed to the City in accordance with the terms of the Agreement, the owner of the property shall pay each year to the City, as liquidated damages, a sum equal to the property taxes and any sales taxes the City would have received had the property been annexed. Failure to make such liquidated damages payments shall be cause for the City to cease water and/or sewer service to the Project.

13. Section Headings. All section headings and sub-headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

14. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of California.

15. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees.

16. Binding Effect. The burdens of this Agreement bind and the benefits of this Agreement inure to the successors in interest of the Parties hereto.

17. Authority to Execute. The person or persons executing this Agreement in behalf of Developer warrant and represent that they have the authority to execute this Agreement on behalf of the legal, fee title owner of the Property.

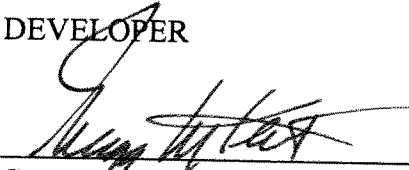
18. Waiver and Release. Developer hereby waives and releases any and all claims it may have against City, its elected officials, officers, employees and agents with respect to any City actions or omissions relating to the Project and Developer's and City's entry into and execution of this Agreement. Developer makes such waiver and release with full knowledge of Civil Code Section 1542, and hereby waives any and all rights thereunder to the extent of this waiver and release, of such Section 1542 is applicable. Civil Code Section 1542 provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

19. Construction. The Parties agree that each party and its counsel have reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The Parties further agree that this Agreement represents an "arms-length" transaction agreed to by and between the Parties and that each party has had the opportunity to consult with legal counsel regarding the terms, conditions and effect of this Agreement.

20. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties as to the matters contained herein, and there are no oral or written representations, understandings or ancillary covenants or agreements which are not contained or expressly referenced herein, and no testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

DEVELOPER



Gregg M. Kent, President
Crestwood Corporation

Date: 5-22-05

ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF Los Angeles _____

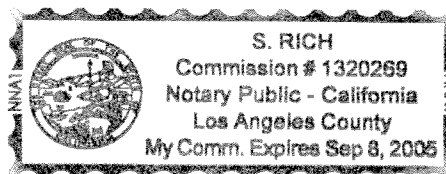
On May 25, 2005 _____

before me, S. Rich _____

a Notary Public in and for said State, personally appeared
Gregg M. Kent

or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature _____

A handwritten signature in cursive script, appearing to read "S. Rich", written over a horizontal line.

(This area for official notarial seal)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO
THE DOCUMENT DESCRIBED AT RIGHT.

Title of Document Type _____

Number of Pages _____

Date of Document _____

Signer(s) Other Than Named Above _____

CITY OF REDLANDS



Susan Peppler, Mayor

Date: June 21, 2005

ATTEST:



City Clerk

Date: June 21, 2005

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS
CITY OF REDLANDS)

By the authority granted under Chapter 4, Article 3, Section 1181, of the California Civil Code, and Chapter 2, Division 3, Section 40814, of the California Government Code, on June 21, 2005, before me, Beatrice Sanchez, Deputy City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Susan Pepler and Lorrie Poyzer { X } personally known to me - or - { } proved to me on the basis of satisfactory evidence to be the persons whose names) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.



WITNESS my hand and official seal.

LORRIE POYZER, CITY CLERK

By: Beatrice Sanchez
Beatrice Sanchez, Deputy City Clerk
(909)798-7531

~~~~~  
CAPACITY CLAIMED BY SIGNER(S)

{ } Individual(s) signing for oneself/themselves

{ } Corporate Officer(s)

Title(s) \_\_\_\_\_

Company \_\_\_\_\_

{ } Partner(s)

Partnership \_\_\_\_\_

{ } Attorney-In-Fact

Principal(s) \_\_\_\_\_

{ } Trustee(s)

Trust \_\_\_\_\_

{ x } Other

Title(s): Mayor and City Clerk

Entity Represented: City of Redlands, a municipal corporation

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THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or Type of Document: Agmt for Annexation and Provision for City Utility Services

Date of Document: June 21, 2005

Signer(s) Other Than Named Above: Gregg M. Kent, Crestwood Corporation

ON-GOING CONDITIONS/GENERAL REQUIREMENTS

PLANNING DIVISION (909) 387-4115

1. These condition of approval are required for the development of a 44 lot residential subdivision on 13.66 acres, generally located on the north side of Colton Avenue, extending between Agate Avenue and Crafton Avenue, in the Community of Mentone; JCS/Index: 12211CF1/E130105/2004/GPA01/ TR16756/TT01; APN: 0298-192-09 & 18. This project is conditioned for developer build out. Any alteration from the approved tentative map or change to lot sales only may require additional review and submission of a revision application.
2. In compliance with San Bernardino County Development Code Section 81.0150, the applicant shall agree to defend at his sole expense any action brought against the County, its agents, officers, or employees, or in the alternative, to relinquish such approval. The applicant shall reimburse the County, its agents, officers, or employees, for any Court costs and attorney's fees which the County, its agents, officers or employees may be required by a court to pay as a result of such action. The County, may at its sole discretion, participate at its own expense in the defense of any such action but such participation shall not relieve applicant of his obligations under this condition.
3. This Tentative Tract shall become null and void if all appropriate conditions have not been completed and the subdivision tract map recorded within three (3) years of the date of approval. An extension of time, not to exceed three (3) years may be granted upon written request and the payment of the appropriate fee, not less than thirty (30) days prior to the date of expiration.
4. The applicant shall ascertain and comply with requirements of all State, County and local agencies as are applicable to the project areas. They include, but are not limited to: County Environmental Health Services Division, Transportation/Flood Control, Fire Department, Building and Safety Division, the State Fire Marshall and the Santa Ana Regional Water Quality Control Board.
5. Additional fees may be required prior to issuance of development permits as specified in adopted fee ordinances.
6. Drought-resistant, fire retarding vegetation shall be used for landscaping and erosion control to reduce water consumption and promote slope stability (where applicable).
7. All existing and proposed utility lines on or adjacent to the project site shall be placed underground in accordance with the requirements of County Development Code Standards and the serving utility companies.

* Site/Project Specific - Non-Standard Condition(s)
** Environmental Mitigation Measure(s)

- **8.** During grading and construction operations, the site shall be treated with water to reduce PM10 emissions, in accordance with the following schedule: *[Mitigation Measure I]*
- On site and roads traveled by autos, rock trucks, water trucks, fuel trucks, and maintenance trucks - once per hour.
 - Finish grading area: - up to once every two hours.
- **9.** Colton Avenue and Agate Avenue entrances shall be wet swept according to a schedule of twice (2) per day during grading and construction operations. *[Mitigation Measure II]*
- **10.** Grading operations shall be suspended when wind speeds exceed gusts of 25 mph to minimize PM10 emissions from the site. *[Mitigation Measure III]*
- **11.** The applicant shall ensure that all construction equipment shall be maintained in good operating condition so as to reduce operational emissions. The applicant shall ensure that all construction equipment is being properly serviced and maintained. *[Mitigation Measure IV]*
12. The maintenance of graded slopes and landscaped areas shall be the responsibility of the developer until the transfer to individual ownership or until the maintenance is officially assumed by a County Service area or Home Owners Association. All irrigation systems, where required on slopes, shall be designed on an individual lot basis except where it is proposed to be commonly maintained in an approved manner by a designated entity approved by the County.

LAND DEVELOPMENT ENGINEERING/ROADS SECTION (760) 243-8183

13. Existing County roads that will require construction shall remain open for traffic at all times, with adequate detours, during actual construction. A cash deposit shall be made to cover the cost of grading and paving prior to issuance of road encroachment permit. Upon completion of the road and drainage improvement to the satisfaction of the Department of Public Works, the cash deposit may be refunded.

* Site/Project Specific - Non-Standard Condition(s)
** Environmental Mitigation Measure(s)

PRIOR TO THE ISSUANCE OF GRADING PERMITS, THE FOLLOWING CONDITIONS SHALL BE COMPLETED:

BUILDING AND SAFETY DIVISION (909) 387-4226

14. When earthwork quantities exceed 5,000 cubic yards, a geotechnical (soil) report shall be submitted to the Building and Safety Division for review and approval prior to issuance of grading permits.
15. Grading plans shall be submitted to Building and Safety for review and approval prior to grading/land disturbance.
16. Prior to issuance of grading permits, a Stormwater Management Plan is required.
17. When earthwork quantities exceed 5,000 cubic yards, an engineering geology report shall be submitted to the Building and Safety Division for review and approval prior to issuance of grading permits.
18. An erosion and sediment control plan and permit shall be submitted to and approved by the Building Official prior to any land disturbance.
19. An NPDES permit – Notice of Intent (NOI) is required on all grading of one (1) acre or more prior to issuance of a grading/construction permit. Contact the Santa Ana Regional Water Quality Control Board for specific requirements.

DIVISION OF ENVIRONMENTAL HEALTH SERVICES (DEHS) (909)-388-4600

20. The project area has a high probability of containing vectors. DEHS Vector Control Section will determine the need for vector survey and any required control programs. A vector clearance letter shall be submitted to EHS/Land Use. For information, contact, Vector Control.

LAND DEVELOPMENT ENGINEERING/DRAINAGE SECTION (760) 243-8183

21. The applicant's engineer shall investigate any existing downstream drainage problems and provide the Drainage Section with a detailed drainage analysis showing how he proposes to handle the drainage flows from and through the site without adversely affecting adjacent or downstream properties.

* Site/Project Specific - Non-Standard Condition(s)
** Environmental Mitigation Measure(s)

22. In addition to the drainage requirements stated herein, other "on-site" or off-site" improvements may be required which cannot be determined from tentative plans at his time and would have to be reviewed after more complete improvement plans and profiles have been submitted to the Drainage Sections.
23. Grading Plans shall be submitted to Land Development Engineering for review and approval.
24. All lots shall be graded to drain to streets. If lots do not drain to streets, the cross lot drainage will be reviewed and approved by the Building and Safety Division under provisions of Uniform Building Code Chapter 70 and the County Development Code.
25. This project is located within Zone X shaded according to FIRM (FLOOD INSURANCE RATE MAP) # 8730 and will require all lots to be elevated a minimum of 1 foot above the highest adjacent grade

PLANNING DIVISION (909) 387-4115

26. A copy of the grading plan shall be submitted to the Planning Division for review of landscaping requirements when graded cut slopes exceed five (5) feet in height and fill slopes exceed three (3) feet in height.

LUSD/CODE ENFORCEMENT DIVISION (909) 387-4043

27. The applicant shall obtain a Special Use Permit (SUP) to ensure public health and safety, and the timely compliance with the mitigation measures as specified in conditions 8, 9, 10 and 11. Contract LUSD/Code Enforcement Division (909) 387-4043.

DPW/SOLID WASTE MANAGEMENT DIVISION (909) 387-8739

28. A "Construction and Demolition Waste Reduction and Recycling Plan", listing the types and volumes of solid waste materials expected to be generated from grading, construction and/or demolition activities, as well as the types and volumes of materials actually diverted from landfill disposal, reuse or recycling, shall be submitted to the County of San Bernardino Department of Public Works, Solid Waste Management Division (SWMD), 222 West Hospitality Lane, San Bernardino, California 92415-0017, Attn: Kathleen Bingham, for review and approval.

* Site/Project Specific - Non-Standard Condition(s)
** Environmental Mitigation Measure(s)

PRIOR TO RECORDATION OF THE FINAL MAP, THE FOLLOWING CONDITIONS SHALL BE COMPLETED:

COUNTY SURVEYOR/FINAL MAP REVIEW SECTION (909) 387-8148

29. Subdivider shall present evidence to the County Surveyor's Office that he has tried to obtain a non-interference letter from any utility company that may have rights of easement within the property boundaries.
30. Easements of record not shown on the tentative map shall be relinquished or relocated. Lots affected by proposed easements or easements of record cannot be relinquished or relocated, shall be redesigned.
31. Final monumentation, not set prior to recordation, shall be bonded with a cash amount deposited with the office of the County Surveyor as established per the County fee schedule 16.0215B (c) (6).

BUILDING AND SAFETY DIVISION (909) 387-4226

32. A geo-technical (soil) report shall be submitted the Building and Safety Division for review and approval by the County Geologist and fees paid for the review prior to recordation of the final map.

LAND DEVELOPMENT ENGINEERING/ROADS SECTION (760) 243-8183

33. Roads within this development shall be entered into the County Maintained Road system.
34. Road sections within/or bordering the tract shall be designed and constructed with curbs, gutters and sidewalks to Valley Road Standards of San Bernardino County and to the policies and requirements of the County Department of Public Works in accordance the Master Plan of Highways.
35. Final plans and profiles shall indicate the location of any existing utility facility that would affect construction.
36. Vehicular access rights shall be dedicated on Colton and Crafton Avenues.
37. Road names shall be coordinated with the County Department of Public Works, Traffic Division.

* Site/Project Specific - Non-Standard Condition(s)
** Environmental Mitigation Measure(s)

38. Existing utility poles shall be shown on the improvement plans and relocated as necessary without cost to the County.
39. Right-of-way and improvements needed to transition traffic and drainage flows from proposed to existing shall be required as necessary.
40. A thirty-five (35) foot radius-of-return grant of easement is required for rounding the corner of intersecting roads when the half-width right-of-way of any intersecting road is forty-four (44) feet or greater. A twenty (20) foot radius-of-return grant of easement is required for rounding the corners of intersecting roads if the half-width right-of-way of all intersecting roads is less than forty-four (44) feet.
41. Road profile grades shall not be less than 0.5% unless the engineer at the time of submittal of the improvement plans provides justification to the satisfaction of the Department of Public Works confirming the adequacy of the grade.
42. Trees, irrigation systems and landscaping required to be installed on public right-of-way within this tract area shall be maintained by other than the County Department of Public Works, and shall be as specified in County Transportation/Flood Control standards for tree planting or any subsequent ordinance. Maintenance procedures acceptable to the Department of Public Works shall be instituted prior to recordation.
43. Dedication shall be granted as necessary to concur with the Master Plan of Highways.
 - Colton Avenue - 44 feet half width as measured from the section line.
 - Crafton Avenue - 52 feet half width.
 - Internal streets - as depicted on the tentative map.
44. Public road and drainage improvements required as a condition of this project shall be bonded in accordance with the County Development Code unless constructed and approved prior to recordation.
45. The developer shall, for projects requiring a Final Map, make a good faith effort to acquire the required off-site property interests, and if he or she should fail to do so, the developer shall at least 120 days prior to submittal of the final map for approval, enter into an agreement to complete the improvements pursuant to Government code Section 66462 at such time as County acquires the property interests required for the improvements. Such agreement shall provide for payment by developer of all costs incurred by the County to acquire the off-site property interests required in connection with the subdivision. Security for a portion of these costs shall be in the form of a cash deposit in the amount given in an appraisal report obtained by developer, at developer's costs. The appraiser shall have been approved by the County prior to commencement of the appraisal.

* Site/Project Specific - Non-Standard Condition(s)

** Environmental Mitigation Measures

46. Improvement plans shall be submitted by the applicant to the Land Development Section for review and approval prior to installation of road and drainage improvements.
47. The Geometric Design of the roads shall conform to the guidelines of the "San Bernardino County Transportation Road Planning and Design Standards Manual."
48. All signing and striping shall be shown on the improvement plans, as determined necessary by the County Department of Public Works.
49. Any proposed walls, cut and fill slopes shall be designed and constructed in such a manner so as to ensure that the intersections, curves, and driveways' sight distance is adequate for the minimum design speeds.

LAND DEVELOPMENT ENGINEERING/DRAINAGE SECTION (760) 243-8183

50. Adequate provisions shall be made to intercept and conduct the off-site tributary drainage flow around or through the site in a manner which will not adversely affect adjacent or downstream properties.
51. Drainage improvements required by the conditions of project approval shall be delineated on the Composite Development Plan.

DIVISION OF ENVIRONMENTAL HEALTH SERVICES (DEHS) (909) 387-4666

52. The water purveyor shall be the City of Redlands.
53. Applicant shall procure a verification letter from the water agency with jurisdiction. This letter shall state whether or not water connection and service can be made available to the project by the water agency. This letter shall reference JCS/Index Number: TR16756 and Assessor's Parcel Number 0298-192-09 & 18.
54. The method of sewage disposal shall be connection to the City of Redlands sewer system.
55. Applicant shall procure a verification letter from the sewer agency with jurisdiction. This letter shall state whether or not sewer connection and service can be made available to the project by the sewer agency. This letter shall reference JCS/Index Number: TR16756 and Assessor's Parcel Number 0298-192-09 & 18.

* Site/Project Specific - Non-Standard Condition(s)
** Environmental Mitigation Measure(s)

56. The following are the steps that must be completed to meet the requirements for installation and/or finance of the on-site/off-site water system and/or sewer system:

- A. Where the water and/or sewer system is to be installed, prior to recordation, it is the developer's responsibility to submit to DEHS and the TRANSPORTATION/ FLOOD CONTROL DEPARTMENT/SURVEYOR DIVISION, a copy of the approved plans and a signed statement, from the utility of jurisdiction, confirming that the improvement has been installed and accepted.
- B. Where a bond is to be posted in lieu of installation of the improvement, the developer shall submit evidence of financial arrangements agreeable to the water purveyor and/or sewerage entity, to DEHS for review and approval. The developer shall also submit approved plans, the determined amount and a signed statement from an acceptable governmental entity, that financial arrangements have been completed and submitted to the TRANSPORTATION/FLOOD CONTROL DEPARTMENT, SURVEYOR DIVISION.

57. Submit preliminary acoustical information, demonstrating that the proposed project maintains noise levels at or below San Bernardino County Noise Standard(s), San Bernardino Development Code Section 87.0905(b). The purpose is to evaluate potential future on-site and/or adjacent off-site noise sources. If the preliminary information cannot demonstrate compliance to noise standards, a project specific acoustical analysis shall be required. Submit information/analysis to the DEHS for review and approval. For information and acoustical checklist, contact DEHS at (909) 387-4655.

COUNTY FIRE DEPARTMENT (909) 386-8465

58. This project is under the jurisdiction of the San Bernardino County Fire Department herein ("Fire Department"). Prior to any construction occurring on any parcel, the applicant shall contact the Fire Department for verification of current fire protection requirements. All new construction shall comply with the current Uniform Fire Code requirements and all applicable statutes, codes, ordinances and standards of the Fire Department.

59. Water systems, designed to meet the required fire flow of this development, shall be approved by the Fire Department. The required fire flow shall be determined by using Appendix IIIA of the Uniform Fire Code. The applicant shall submit four (4) copies of the water system improvement plans to the Fire Department for review and approval. New water systems shall have minimum eight (8) inch mains, six (6) inch laterals, six (6) inch risers and an approved six (6) inch fire hydrant. Standard 903.1.

60. The determined Fire Flow for this project shall be 1250 GPM for a 2 hour duration at 20 PSI residual operating pressure.

* Site/Project Specific - Non-Standard Condition(s)
** Environmental Mitigation Measure(s)

61. The applicant shall provide the Fire Department with a letter from the serving water company, certifying that the required water improvements have been made or that the existing fire hydrants and water systems will meet distance and fire flow requirements. Fire flow water supply shall be in place prior to placing combustible materials on the job-site.

LOCAL AGENCY FORMATION COMMISSION (909) 387-5866

62. The applicant shall obtain an "Out of Agency Agreement/Contract" with the City of Redlands to extend sewer services outside its jurisdiction. The service agreement shall be submitted to LAFCO for review prior to approval pursuant to the provisions of Government Code Section 56133.

SPECIAL DISTRICTS DEPARTMENT (909) 387-9612

63. Street Lighting Plans and Plan Check fees must be submitted to Special Districts Department for review and approval. Please submit plans to Gale Glenn, Special Districts Department, 157 W. 5th St., 2nd Floor, San Bernardino, CA 92415-0450.

PUBLIC WORKS DEPARTMENT/TRAFFIC DIVISION (909) 387-8186

- **64. The applicant shall pay a total fair share contribution of \$12,357.00 toward signalization and roadway improvements at the following intersections:

- Wabash Avenue/Mentone Boulevard (SR-38): Project fair share amount is \$1,195.00.
- Wabash Avenue/Colton Avenue: Project fair share amount is \$1,766.00.
- Wabash Avenue/Citrus Avenue: Project fair share amount is \$764.00.
- Wabash Avenue/5th Avenue: Project fair share amount is \$492.00.
- Opal Avenue/Mentone Boulevard: Project fair share amount is \$1,006.00.
- Opal Avenue/Colton Avenue: Project fair share amount is \$3,338.00.
- Crafton Avenue/Colton Avenue: Project fair share amount is \$1,687.00.
- Crafton Avenue/Citrus Avenue: Project fair share amount is \$722.
- Sapphire Street/Mentone Boulevard: Project fair share amount is \$1,387.00.

PLANNING DIVISION (909) 387-4115

65. Prior to recordation all fees required under Tract 16756 actual cost job number 12211CF1 shall be paid in full.

* Site/Project Specific - Non-Standard Condition(s)
** Environmental Mitigation Measure(s)

CONDITIONS OF APPROVAL

66. All lots shall have a minimum area of 7200 square feet, a minimum depth of 100 feet and a minimum width of 60 feet, (70 feet on corner lots). In addition, each lot on a cul-de-sac or on a curved street where the side lot lines thereof are diverging from the front to rear of the lot, shall have a width of not less than 60 feet measured at the building setback line as delineated on the Composite Development Plan. Where lots occur on the bulb of a cul-de-sac, a minimum lot depth of 90 feet will be permitted.
67. The following building setback lines shall be reflected on the approved Tentative Tract Map and delineated on the Composite Development Plan:
 - A. A variable front yard building setback line of at least 22 feet and averaging at least 25 feet.
 - B. A side yard building setback line of at least 25 feet adjacent to side streets on corner lots. (15 feet setback may be permitted on side streets with "local" designation.
 - C. A side yard building setback of at least 10 ft. one side and 5 ft. the other and a rear yard setback of at least 15 ft.
68. Four (4) copies of a Landscaping Plan shall be submitted for County Planning Division review and approval. Said Landscape Plan shall reflect the following:
 - A. The required street trees. The specific selection shall be from the Department of Transportation-approved street tree list. A minimum number of one (1) inch caliper/15 gallon multi-branched trees (**not 1 gallon trees in 15 gallon containers**) shall be planted on the lot adjacent to the street right-of-way for each of the following types of lots:
 - B. Cul-de-sac lot - 1 tree; Interior lot - 2 trees; Corner lot - 3 trees.
 - C. Slope stabilization shall be provided for the surface of all cut slopes more than five (5) feet in height, and fill slopes more than three (3) feet in height. Said slopes shall be protected against damage from erosion by planting with groundcover plants. Slopes exceeding ten (10) feet in vertical height shall also be planted with shrubs, spaced not to exceed ten (10) feet on center; and trees, spaced not to exceed thirty (30) feet on center. The plants selected and the planting methods used shall be suitable to the soil and climatic conditions of the site. Drought tolerant plantings shall be used to the maximum extent possible.
 - D. A six ft high block wall shall be constructed along the Crafton Avenue frontage and along the north and east boundaries of the project site that abut the existing Social Club parking lot.

* Site/Project Specific - Non-Standard Condition(s)

** Environmental Mitigation Measure(s)

69. If slope planting is required, four (4) copies of an irrigation plan shall also be submitted for review and approval. Irrigation shall include drip, bubbler, or other non-aerial water serving method or system. A functional test of the system may be required. The maintenance of graded slopes and landscaped areas shall be the responsibility of the developer, until the transfer to individual ownership or until the maintenance is officially assumed by a County Service Area. All irrigation systems, where required, shall be designed on an individual lot basis unless commonly maintained in an approved manner.
70. All landscaping, irrigation, and other improvements shown on the approved landscaping and irrigation plans and all required walls shall be completed or suitable bonds posted for their completion. The developer shall be responsible for maintenance of landscaping and irrigation until such time that another maintenance authority is in place.
71. A Composite Development Plan (CDP), complying with Sections 83.040501 and 83.040515 of the County Development Code, shall be filed with and approved by the Transportation/Flood Control Department – Surveyor Division. The following items shall be delineated/noted on the Composite Development Plan:
- A. The following notes shall be placed on the Composite Development Plan (CDP), in accordance with Development Code Section 83.040505(2) involving any related reports regarding development criteria, including the following information:
 - (1) Title and date of the report;
 - (2) Name and credentials of person or firm preparing report;
 - (3) The location where the reports are on file;
 - B. All common open space areas shall be identified and noted as a "Lettered Lot". The "lettered lot" shall be identified as permanent open space area.

PRIOR TO THE ISSUANCE OF BUILDING PERMITS, THE FOLLOWING CONDITIONS SHALL BE COMPLETED:

BUILDING AND SAFETY DIVISION (909) 387-4226

72. When earthwork quantities exceed 5,000 cubic yards, a geotechnical (soil) report shall be submitted to the Building and Safety Division for review and approval prior to issuance of grading permits.
73. Prior to issuance of building permits, erosion control devices must be installed at all perimeter openings and slopes. No sediment is to leave the job site.

* Site/Project Specific - Non-Standard Condition(s)
** Environmental Mitigation Measure(s)

74. Upon completion of rough grading and prior to footing excavations, a compaction report shall be submitted to the Building and Safety Division for review and approval.
75. Any building, sign, or structure to be constructed or located on site will require professionally prepared plans approved by the Building and Safety Division.

COUNTY FIRE DEPARTMENT (909) 386-8465

76. The proposed cul-de-sac is in excess of 600 feet. Required mitigation for lots 41, 42, 43, & 44 is, the structures shall have an automatic fire sprinkler system approved for installation.
77. Prior to combustibles being placed on the project site an approved paved road with curb and gutter and fire hydrants with an acceptable water system shall be installed. The topcoat of asphalt does not have to be installed until final inspection and occupancy.
78. A water system approved and inspected by the Fire Department is required. The system shall be operational, prior to any combustibles being stored on the site. The applicant is required to provide a minimum of one new six (6) inch fire hydrant assembly with two (2) two and one half (2 1/2) inch and one (1) four (4) inch outlet. All fire hydrants shall be spaced no more than three hundred (300) feet apart and no more than one hundred fifty (150) feet from any portion of a structure. Detached single family residential developments may increase the spacing between hydrants to be more than six hundred (600) feet and no more than three hundred (300) feet any portion of a detached single family structure. Standard 901.4
79. The project is required to have an approved street sign (temporary or permanent). The street sign shall be installed on the nearest street corner to the project. Installation of the temporary sign shall be prior to any combustible material being placed on the construction site. Standard 901.4.4.

PLANNING DIVISION (909) 387-4104

- *80. The applicant shall establish a Homeowners Association or Special District for maintenance of the landscaped areas along the Crafton Ave. frontage and along the north boundary of the project site that abuts the Portuguese American Social Club parking area.

* Site/Project Specific - Non-Standard Condition(s)

** Environmental Mitigation Measure(s)

PRIOR TO OCCUPANCY, THE FOLLOWING CONDITIONS SHALL BE COMPLETED:

COUNTY FIRE DEPARTMENT (909) 386-8465

81. Prior to final inspection and occupancy of the first structure, a permanent street sign shall be installed. Standard 901.4.4.
82. Blue reflective pavement markers indicating fire hydrant locations shall be installed as specified by the Fire Department.
83. An approved spark arrestor is required. Every chimney that is used in conjunction with any fireplace or any heating appliance in which solid or liquid fuel are used, shall have an approved spark arrestor visible from the ground that is maintained in conformance with the Uniform Fire Code.
84. The development and each phase thereof shall have a minimum of two (2) points of vehicular access for fire/emergency equipment access and for evacuation routes.

DPW/SOLID WASTE MANAGEMENT DIVISION (909) 387-8739

85. The applicant shall submit, to the Solid Waste Management Division, solid waste disposal receipts from landfills and/or transfer stations where waste/non-recyclable materials generated by the project were disposed, and receipts from recycling/processing facilities where recyclable/reusable materials were deposited, with

* Site/Project Specific - Non-Standard Condition(s)
** Environmental Mitigation Measure(s)

LEGAL DESCRIPTION

PARCEL A:

The North half of Lot 3, Block 30, of the Crafton Tract, in the unincorporated area of San Bernardino County as shown by Map on file in Book 3, Page(s) 14 of Maps, in the office of the County Recorder of San Bernardino County, California.

PARCEL B:

Commencing on the West line of "D" Street in the Town of Crafton, in the unincorporated area of San Bernardino County, at the Northeast corner of Lot 4 of Block 30, of the Crafton Tract, according to the Survey and Plat of said Tract made by T.M. Parsons and recorded March 27, 1886, in Book 3 of Maps, Page 7, Records of said County.

And running from said Northeast corner West along the North line of said Lot 4 and along the North line of the South half of Lot 3 in said Block 30, 1218 feet, more or less, to the East line of "E" Street in said Town of Crafton; thence South along said East line to the North line of the Station Grounds of the Southern Pacific Railroad Company at Crafton, which lands were granted and conveyed to the said Railroad Company by the party of the first part by Deed dated July 17, 1893, recorded in Volume 183, Page 379, of Deeds, Records of said County; thence East along said North line of the Station Grounds, 913.50 feet, more or less, to the middle line of said Lot 4; thence at right angles along said middle line of said Lot 4; thence at right angles along said middle line, 30 feet; thence at right angles East along said North line of the Station Grounds, 304.50 feet to the said West line of "D" Street; thence North along said West line to the place of beginning.

Said land is also known as Lot 4 and the South half of Lot 3, Block 30, as shown upon that certain Map entitled "Map of Crafton Tract", etc., as filed for record on March 27, 1886 in Book 3, Page 14, Records of said San Bernardino County.

Excepting therefrom any portion of the above described property lying within Agate Avenue, Colton Avenue and Crafton Avenue.