

No Fee

Doc No. 19970200090

10:17am 06/05/97

Recording requested by
and when recorded mail to:

205 40064275 01 05

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

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AGREEMENT FOR ANNEXATION AND PROVISION OF CITY UTILITY SERVICES

This Agreement for Annexation and Provision of City Utility Services ("Agreement") is made and entered into this 3rd day of June, 1997, by and between the City of Redlands, a municipal corporation organized and existing under the laws of the State of California ("City") and John Sousa and Andrade Sousa, as individuals, ("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 is the fee owner of approximately 6.27 acres of real property located in unincorporated area within the City's sphere of influence (the "Property") which Developer intends to develop as a single-family residential development; and

WHEREAS, Developer has obtained approval from the County of Tentative Tract No. 15733 for the Property which would permit the Property to be subdivided for 22 single-family lots at a density of 3.52 dwelling units per acre (the "Project"); 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 ("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, Chapter 13.60 of the Redlands Municipal code establishes policies and procedures for the approval of City utility services to development located within the City's sphere of influence and requires 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 proposed development of the Property, in accordance with Tentative Tract No. 15733, is consistent with the goals and policies of the City's General Plan; 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 fails to comply with the City's General Plan 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, this Agreement provides assurances to the City that development of the Property will occur in accordance with the existing development approvals 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 John Sousa and Andrade Sousa 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 Preannexation Agreement.
- b. "Annexation" means the procedure for a change of organization or reorganization set forth in the Cortese-Knox Local Government Reorganization Act of 1965 (Government Code sections 56000 et. seq.).
- c. "City" means the City of Redlands, a municipal corporation including its City Council, officers and employees.
- d. "County" means the County of San Bernardino.
- e. "Developer" means John Sousa and Andrade Sousa, and their successors-in-interest to all or any part of the property, heirs, executors and assigns.
- f. "Project" means the improvement of the Property for the purposes of constructing a twenty-two lot residential development pursuant to the existing project approvals.
- g. "Existing Project Approvals" means Tentative Tract No. 15733, 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 this reference, and those certain project approvals in effect as of the effective date of this Agreement with respect to the Property.
- h. "Property" means the real property owned by Developer which is more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference.

3. 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.

4. Recordation. In 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 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 prior to and as a condition of Developer's obtaining approval of, and recording, a final subdivision map for Tentative Tract No. 15733.

5. Breach/Failure to Annex In the event Developer fails to comply with its obligations under this Agreement, the City shall have the right to 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.

6. 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.

7. Indemnity and Cost of Litigation.

A. Hold Harmless - Project. Developer agrees to and shall hold the City, its elected officials, officers, agents and employees harmless from 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 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.

C. Environmental Assurances. Developer shall indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any liability, based or asserted, upon any act or omission of Developer, its officers, agents, employees, contractors, subcontractors, predecessors-in-interest, successors and assigns for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene, solid or hazardous waste or to environmental conditions on, under or about the Property. Said violations shall include, but not be limited to, soil and groundwater conditions, and Developer shall defend, at its expense, including attorneys' fees, the City, its elected officials, officers, employees and agents in any action based or asserted upon any such alleged act or omission. The City, may, in its discretion, participate in the defense of any such action.

8. Mortgagee Protection. The Parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust, or other security device securing financing with respect to the Property. The City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. The City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Developer shall reimburse the City for any and all of the City's reasonable costs associated with said negotiations, interpretations, and modifications and shall make reimbursement payments to the City

within thirty (30) days of receipt of an invoice from the City.

Any mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from the City of any default by the Developer in the performance of the Developer's obligations under this Agreement.

(c) If the City timely receives a request from a mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, the City shall provide a copy of that notice to the mortgagee within ten (10) days of sending the notice of default to Developer. The mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such under this Agreement.

(d) Any mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no mortgagee shall have the obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance, provided however, that to the extent that

any covenant to be performed by Developer is a condition precedent to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder, and further provided that any sale, transfer or assignment by any mortgagee in possession shall be subject to the provisions of this Agreement.

(e) Any mortgagee who comes into possession of the Property, or any portion thereof, pursuant to subsection (d) above and who elects not to assume the obligations of Developer set forth herein shall not be entitled to any rights to develop which have or may have vested as a result of this Agreement.

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

10. 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.

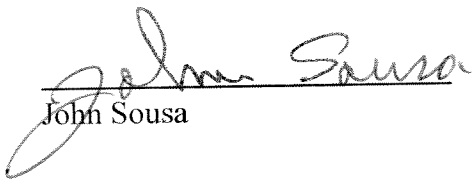
11. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees.

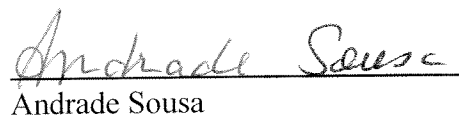
12. Binding Effect. The burdens of this Agreement bind and the benefits of this Agreement inure to the successors in interest of the Parties hereto.

13. 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.

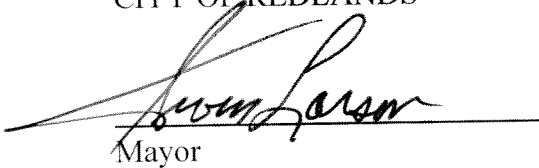
14. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties as to the matters contained herein, and there are no oral or written representations, understandings or ancillary covenants or agreements which are not contained or expressly referenced 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:

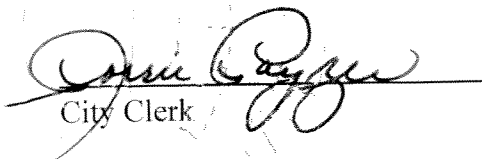

John Sousa


Andrade Sousa

CITY OF REDLANDS


Mayor

ATTEST:


City Clerk

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 3, 1997, before me, Beatrice Sanchez, Deputy City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Swen Larson 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

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or Type of Document: Agreement for Annexation and Provision of City Utility Service
Number of Pages _____ Date of Document June 3, 1997
Signer(s) Other Than Named Above John Sousa and Andrade Sousa

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On 6-4-97 before me, Samantha Orf,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared John Sousa and Andrade Sousa,
Name(s) of Signer(s)

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



WITNESS my hand and official seal.

Samantha Orf
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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: _____

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

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

VALERY PILMER
Director of Planning

PLANNING DEPARTMENT

15 North Arrowhead Avenue • San Bernardino, CA 92415-0182 • (909) 387-4131
Fax (909) 387-3223
505 Civic Drive • Victorville, CA 92392 • (619) 243-8245 • Fax (619) 243-8212

April 23, 1997

Expiration Date: August 20, 1999

John Sousa
1060 Linda Avenue
Mentone CA 92
Phone: (909) 794-1494

Urban Environs - Patrick J. Meyer
133 E. Vine Street
Redlands, CA, 92xxx
Phone: (909) 798-4446 Fax: (909) 335-9747

Re: Revision to Tentative Tract No: 15733, a 22 lot subdivision, on 6.27 acres.
File/Index No: SUB/95-0018/E315-100/TR15733; Mentone/S3 APN 0298-211-24 & 25

Dear Applicants and Representative,

The County of San Bernardino has completed the review of the requested revision to the referenced previously approved project. After completion of the environmental review process and due consideration of the recommendations of the reviewing Departments, the project was found to be in conformance with County General Plan and was approved, subject to completion of the requirements as shown on the attached sheets 1 through 12. The conditions attached are listed under various categories and indicate when the conditions must be met. The Surveyor Division of the County Transportation/Flood Control Department will confirm compliance with all conditions

This approval shall become null and void if all conditions have not been completed and the map has not recorded within thirty-six (36) months of the date of conditional approval. One extension of time, not to exceed thirty-six (36) months may be granted upon written application and payment of the required fee to the County Planning Department. Additional extensions of time beyond the above specified periods may apply up to a total of ten [10] years, if the project meets certain State specified spending limits for off site improvements. This will be evaluated against current State law at the time of such an extension request.

PLEASE NOTE: This will be the only notice of the expiration date. The applicant must initiate an extension request at least thirty (30) days prior to the expiration date.

JAMES J. HLAWEK
County Administrative Officer
TIM KELLY
Assistant County Administrator
Public Services Group

Board of Supervisors
KATHY A. DAVIS First District DENNIS HANSBERGER Third District
JON D. MIKELS Second District LARRY WALKER Fourth District
JERRY EAVES Fifth District

If you have any questions or concerns regarding this matter, please contact this office by mail, by fax or by calling me at my direct line (909) 387-4167.

Sincerely,



John P. McGuckian, Third District Planner
SAN BERNARDINO COUNTY PLANNING DEPARTMENT

Attachments:

Conditions of Approval
Approved Tentative Tract Map

cc:

File
Steve Wilson, Third Supervisorial District Staff
Valery Pilmer, Planning Director
Ina Petokas, Deputy Planning Director
Randy Scott, Planning Manager
Dennis Draeger, Assessor's Office
DRC Committee members
Flo Walker, AB&E - Building and Safety
Laura Lawrence, Public Health - DEHS
Ken Guidry, Transportation/Flood - Land Development Engineering
Richard Thompson, - Land Development Engineering
Gary Kuhlman, Transportation/Flood - Traffic Division
Rick T. Flores, Transportation/Flood - Surveyor Section
Steve Ferris, CDF/CSA #38

Revised by
P.C. 6/6/96

A Certificate of Fee Exemption, is being issued for this project pursuant to California State Assembly Bill 3158 Fish and Game Code Section 711.4. The applicant shall pay a \$35.00 administrative handling fee to the Planning Department before the date of conditional approval. The Planning Department shall then file the Notice of Determination along with the Certificate of Fee Exemption with the Clerk of the Board of Supervisors.

ON-GOING CONDITIONS/GENERAL REQUIREMENTS

PLANNING DEPARTMENT (909) 387-4165

1. This Conditional Approval is provided for the development of a 22 Lot Subdivision on 6.27 acres generally located on Mentone Boulevard (Highway 38), north side. approximately 1000' west of Sapphire Avenue.
2. This Tentative Tract Plan 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. One 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.
3. The applicant shall ascertain and comply with requirements of all State, County and Local agencies as are applicable to the project area. They include, but are not limited to: County Departments of Environmental Health Services, Transportation/Flood Control, Fire, Architecture, Building and Engineering, the State Fire Marshall and the Santa Ana Regional Water Quality Control Board.
4. 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.
5. Additional fees may be required prior to issuance of development permits as specified in adopted fee ordinances.

* Non-Standard Condition(s)

** Environmental Mitigative Measure(s)

CONDITIONS OF APPROVAL

Revised Conditions - April 23, 1997

6. Drought-resistant, fire retarding vegetation shall be used for landscaping and erosion control to reduce water consumption and promote slope stability (where applicable).

DEPARTMENT OF ENVIRONMENTAL HEALTH SERVICES (DEHS) (909)-387-4677

- **7.** Dwellings to be located on lots 9 & 10 along Mentone Boulevard shall be limited to single story which shall include specific noise attenuation in the construction.

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

BUILDING AND SAFETY DIVISION (909) 387-4226

8. A preliminary soils report shall be filed with and approved by the building Official prior to grading or recordation of the final map. A fee to cover the costs of the review shall be submitted with the report. (Ref. condition # 57 for prior to Recordation)
9. Grading plans shall be submitted to Building and Safety for review and approval prior to grading/land disturbance.
10. Obtain a **demolition** permit for any building/s or structures to be demolished. Underground structures must be broken in, back-filled and inspected before covering.
11. Submit plans and obtain separate building permits for any required walls or retaining walls.
12. When earthwork quantities exceed 5,000 cubic yards, a geology report, prepared by a licensed geologist, shall be filed with and approved by the Building Official prior to issuance of building or grading permits. A deposit to cover the costs of the review shall be submitted with the report. An additional deposit may be required or a refund issued when the costs do not match the deposit. The review costs shall be paid in full prior to grading or recordation of the final map. (Ref. condition # 75 for prior to Building Permits)
13. An NPDES permit - Notice of Intent (NOI) - is required prior to issuance of a grading/construction permit.

* Non-Standard Condition(s)

** Environmental Mitigative Measure(s)

LAND DEVELOPMENT ENGINEERING / DRAINAGE SECTION (619) 243-8183

14. Grading Plans shall be submitted to the Drainage Section for review.

LAND DEVELOPMENT ENGINEERING / ROADS SECTION (619) 243-8183

15. An encroachment permit, or authorized clearance, shall be obtained from the county Transportation/Flood control Department prior to issuance of a grading permit by the Building and Safety Division. (Ref. condition # 29 for prior to recordation also)

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

COUNTY SURVEYOR/FINAL MAP REVIEW SECTION (909) 387-2136

16. 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.
17. 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.
18. The A reservation in favor of lot 22 over the existing 12 ft. access easement within APN 298-211-23 (in favor of Mr. Sousa) is to be abandoned and a new access easement to proposed lot 22 needs to be recorded concurrently with the recordation of the tract map.

Revised by
P.C. 6/6/96

TRANSPORTATION/FLOOD CONTROL DEPARTMENT (909) 387-2833

- **19.** The Developer shall contribute the development "fair share" amount of \$2,250 for the signal improvements proposed at the intersection of Mentone Boulevard and Crafton Avenue.

* Non-Standard Condition(s)

** Environmental Mitigative Measure(s)

LAND DEVELOPMENT ENGINEERING /ROADS SECTION (619) 243-8183

20. Roads within this development shall be entered into the County Maintained Road System.
21. Road sections within/or bordering the tract shall be designed and constructed to Valley Road Standards in accordance with the policies and requirements of the County Transportation/Flood Control Department and the Master Plan of Highways.
22. Mentone Blvd. shall be constructed with curb, gutter, and sidewalk. The curb shall be 36' from centerline. An additional 12' of dedication is required. Cedar Lane Drive shall be constructed with curb, gutter, and sidewalk along the project frontage with 26' of paving. The street shown as Plumwood Lane shall be constructed full width with curb, gutter, and sidewalk.
23. Final plans and profiles shall indicate the location of any existing utility facility which would affect construction.
24. Slope rights shall be dedicated on the final tract map where necessary.
25. A thorough evaluation of the structural road section, to include parkway improvements, from a qualified materials engineer, shall be submitted to the Transportation/Flood control Department.
26. Existing county roads which will require reconstruction shall be 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 recordation of the tract map. Upon completion of the grading and paving to the satisfaction of the Transportation/Flood Control Department, the cash deposit may be refunded.
27. Vehicular access rights shall be dedicated on Mentone Blvd.
28. All road names shall be coordinated with the County Transportation/Flood Control Department, Traffic Division.
29. An encroachment permit, or authorized clearance, shall be obtained from the county Transportation/Flood control Department prior to issuance of a grading permit by the Building and Safety Division. (Ref. condition # 15 for prior to grading also)
30. An encroachment permit shall be required from the state Department of Transportation (Cal-Trans) prior to any construction within their right-of-way (Hwy-38).

* Non-Standard Condition(s)

** Environmental Mitigative Measure(s)

CONDITIONS OF APPROVAL

Revised Conditions - April 23, 1997

31. Road Improvement Plans for Mentone Blvd. shall be submitted to the State Department of Transportation by a registered civil engineer.
32. Dedication shall be granted on Mentone Blvd. as necessary to concur with the Master Plan of Highways.
33. Any change to this project as currently proposed, which may be necessitated by the State Department of Transportation recommendations, must be incorporated prior to recordation of the Final Map.
34. All required road and drainage improvements shall be bonded in accordance with the County Development Code unless constructed and approved prior to recordation of Final Map.
35. Turn arounds at dead end streets shall be in accordance with the requirements of the County Transportation/Flood Control Department and the Forestry and Fire Warden Department.
36. Existing utility poles shall be shown on the improvement plans and relocated as necessary without cost to the County.
37. Street type entrance(s) shall be provided to the entrance(s) of this development.
38. The developer shall 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 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 cost. The appraiser shall have been approved by County prior to commencement of the appraisal.
39. Right-of-way and improvements, (including off-site) to transition traffic and drainage flows from proposed to existing, shall be required as necessary.
40. Trees, irrigation systems, landscaping required to be installed on public right-of-way within this tract area shall be maintained by other than the County Transportation/Flood Control Department, and shall be as specified in County Transportation /Flood Control standards for tree planting. Maintenance procedures acceptable to Transportation/Flood Control Department shall be instituted prior to recordation.

* Non-Standard Condition(s)

** Environmental Mitigative Measure(s)

LAND DEVELOPMENT ENGINEERING/DRAINAGE SECTION (619) 243-8183

41. The following Note shall be provided on the Composit Development Plan to disclose cross lot drainage for lots 1-9 and lots 10-18:

“The Proposed Cross Lot Drainage Contained In Concrete “V” Ditches In Private Drainage Easements, Shall Not Be Obstructed By Any Means.”

42. Adequate provisions shall be made to intercept and conduct the off-site tributary drainage flows around or through the site in a manner which will not adversely affect adjacent or down stream properties.
43. A drainage acceptance letter shall be required from the owner of Tract 15694 to accept the flows on Cedar Lane Drive.
44. All lots should drain to streets. If lots do not drain to streets, the cross-lot drainage will be reviewed and approved by the Building and Safety Department under various ordinances involved.
45. Flowage easements or San Bernardino County Drainage Easements shall be obtained where diversion or concentration or runoff from the site or drainage facilities dewater onto private property.
46. Under the requirements of the National Pollutant Discharge Elimination System (NPDES), any construction activity that involves disturbance of 5 acres or more will be required to submit a Notice of Intent (NOI) to obtain a General Construction Activity Storm Water Permit. This NOI will need to be submitted to the State Water Resources Control Board 90 days prior to the start of construction activities.
47. Grading Plans shall be submitted to the Drainage Section for review.
48. In addition to the Drainage requirements stated herein, other onsite or offsite improvements may be required which cannot be determined from tentative plans at this time and would have to be reviewed after more complete improvement plans and profiles have been submitted to the Drainage Section.

* Non-Standard Condition(s)

** Environmental Mitigative Measure(s)

DEPARTMENT OF ENVIRONMENTAL HEALTH SERVICES (DEHS) (909)-387-4677

49. The water purveyor shall be the City of Redlands.
50. 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 the File/Index Number and Assessor's Parcel Number.
51. The method of sewage disposal shall be the City of Redlands.
52. Applicant shall procure a verification letter from the sewerage agency with jurisdiction. This letter shall state whether or not sewer connection and service can be made available to the project by the sewerage agency. The letter shall reference the File Index Number and Assessor's Parcel Number.
53. Submit verification of annexation to DEHS for any project that requires water or sewer connection outside a purveyor's jurisdiction. For information, contact LAFCO at (909) 387-5866.
54. The following are the steps that must be completed to meet the requirements for installation and/or finance of the off-site water system and sewer system.
 - A. Where the water and/or sewer system is to be installed prior to recordation, submit a signed statement to DEHS from the utility of jurisdiction confirming 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.
55. 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 DEHS/Land Use. For information, contact Vector Control at (909) 383-3200.
56. Evidence shall be provided that all wells are (1) properly destroyed under permit from the County OR (2) constructed to DEHS standards, properly sealed and certified to the County as inactivated OR (3) constructed to DEHS standards and meet the quality standards for the proposed use of the water (industrial and/or domestic). Evidence shall be submitted to DEHS/Water Section for approval. Contact DEHS/Water Section for approval or for more information at (909) 387-4666.

* Non-Standard Condition(s)

** Environmental Mitigative Measure(s)

JOHN SOUSA
GPA/95-0017/E315-100
SUB/95-0018/E315-100/TR15733
CONDITIONS OF APPROVAL
Revised Conditions - April 23, 1997

BUILDING AND SAFETY DIVISION (909) 387-4226

57. A preliminary soils report shall be filed with and approved by the building Official prior to grading or recordation of the final map. A fee to cover the costs of the review shall be submitted with the report. (Ref. condition # 8 for prior to Grading)

PLANNING DEPARTMENT (909) 387-4165

58. The applicant shall demonstrate a good faith effort to acquire and include as part of Lot # 1 of Tract 15733, the small isolated Lot Y of the adjoining Tentative Tract 15694.
59. 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.
60. Easements of record not shown on the tentative map shall be relinquished or relocated. Lots affected by proposed easements, or easements of record which cannot be relinquished or relocated, shall be redesigned.
61. The following building setback lines shall be delineated/noted on the Composite Development Plan:
- A. A variable front yard building setback line of at least 22 feet and averaging at least 25 feet.
 - REVISED by staff on 4/23/97*
 - B. A side yard building setback line of at least 20 25 feet adjacent to side streets on corner lots.
62. Two (2) copies of a Landscaping Plan shall be submitted for County Planning Department 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 tress shall be planted on the lot adjacent to the street right-of- way for each of the following types of lots:
- Cul-de-sac lot - 1 tree; (2) Interior lot - 2 trees; (3) Corner lot - 3 trees.

- * Non-Standard Condition(s)
- ** Environmental Mitigative Measure(s)

JOHN SOUSA
 GPA/95-0017/E315-100
 SUB/95-0018/E315-100/TR15733
CONDITIONS OF APPROVAL
 Revised Conditions - April 23, 1997

- B. 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 centers; and trees, spaced not to exceed thirty (30) feet on centers. 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.

Trees 50% 15 gal.; 50% 5 gal.;
 Shrubs 50% 5 gal.; 50% 1 gal.;
 Groundcover 100% coverage.

63. If slope planting is required, two (2) 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.
64. 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.
65. A copy of the grading plan shall be submitted to the Planning Department for review of landscaping requirements when graded cut slopes exceed five (5) feet in height and fill slopes exceed three (3) feet in height.
66. The applicant shall coordinate with the County Office of Special Districts to establish a local governing entity, acceptable to the County, for street lighting management and maintenance. Street lighting shall be consistent with Improvement Level 1 requirements. A copy of the approved entity agreement shall be forwarded to the Planning and Transportation Departments.
67. 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/Surveyor Department. The following items shall be delineated/noted on the Composite Development Plan:

- * Non-Standard Condition(s)
- ** Environmental Mitigative Measure(s)

JOHN SOUSA
 GPA/95-0017/E315-100
 SUB/95-0018/E315-100/TR15733
CONDITIONS OF APPROVAL
 Revised Conditions - April 23, 1997

- A. Building setback lines as approved on the Tentative Tract Map.
- B. 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.

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

COUNTY FIRE DEPARTMENT (909) 387-5372

68. The above referenced project is protected by the California Department of Forestry and Fire Protection-County Service Area 38. Prior to any construction occurring on any parcel, the applicant shall contact the Fire Department for verification of current fire protection development requirements. All new construction shall comply with the existing Uniform Fire Code requirements and all applicable statutes, codes, ordinances or standards of the Fire Department.
69. A water system, designed to meet the required fire flow of this development, shall be approved by the Fire Department having jurisdiction. The developer shall furnish the Fire Department with two (2) copies of the water system improvement plans for approval. Water systems shall be operational and approved by the Fire Department prior to any framing construction occurring. The required fire flow shall be determined by appropriate calculations, using the San Bernardino County "Guide for Determining Required Fire Flow". Water systems shall have a minimum of eight (8) inch mains, and six (6) inch risers.
70. The Fire Department is required to set a minimum fire flow for the addition to, or the construction of buildings using the San Bernardino County "Guide for Determining Required Fire Flow". This formula has established the required fire flow to be 1500 GPM for a 2 -hour duration at 20 PSI residual operating pressure. The water system and hydrants shall be in operating condition before any combustible material is placed on the job site.
71. Prior to framing construction, approved fire hydrants and fire hydrant pavement marker shall be installed. Fire hydrants shall be six (6) inch diameter with a minimum one four (4) inch and one 2 1/2 inch connection as specified by the Fire Department. The design of the fire hydrant

* Non-Standard Condition(s)

** Environmental Mitigative Measure(s)

CONDITIONS OF APPROVAL

Revised Conditions - April 23, 1997

and fire hydrant markers shall be approved by the Fire Department. All fire hydrant spacing shall be 300 feet with the exception of single family which may be increased to 600 feet maximum.

72. Prior to any framing construction occurring, all flammable vegetation shall be removed from each building site a minimum distance of thirty (30) feet from any flammable building material, including a finished structure.
73. Private road maintenance, including but not limited to grading and snow removal, shall be provided. Written documentation shall be submitted to the Fire Department having jurisdiction. Private fire access roads shall provide an all weather surface with a minimum paving width of twenty (20) feet.

BUILDING AND SAFETY DIVISION (909) 387 4226

74. Submit building plans for approval and obtain permits prior to any construction.
75. When earthwork quantities exceed 5,000 cubic yards, a geology report, prepared by a licensed geologist, shall be filed with and approved by the Building Official prior to issuance of building or grading permits. A deposit to cover the costs of the review shall be submitted with the report. An additional deposit may be required or a refund issued when the costs do not match the deposit. The review costs shall be paid in full prior to issuance of building or grading permits. (Ref. condition # 12 for prior to issuance of Building Permits)

SUBJECT PROPERTY SHALL NOT BE OCCUPIED AND/OR USED FOR PURPOSES APPLIED FOR UNTIL THE FOLLOWING CONDITIONS HAVE BEEN MET:**DEPARTMENT OF ENVIRONMENTAL HEALTH SERVICES (DEHS) (909)-387-4677**

- **76.** A six (6) ft. high block wall shall be constructed along Mentone Boulevard for noise attenuation. (A combination of wall and earth berm may be used to a height of six (6) ft., however the earth berm must be a min. 2.5 pounds per sq. ft. density)

PLANNING DEPARTMENT (909) 387-4165

77. All required landscaping and walls shall be constructed.

- * Non-Standard Condition(s)
- ** Environmental Mitigative Measure(s)

COUNTY FIRE DEPARTMENT (909) 3875372

78. The development and each phase thereof shall have two (2) points of vehicular access for fire and other emergency equipment, and for routes of escape which will safely handle evacuations as required by the Development Code.
79. An approved fire department lock is required on all gates. If any automatic electric security gates are used, they require an approved lock switch. Contact this office for lock applications.
80. The street address shall be posted with a minimum four (4) inch numbers, visible from the street. During hours of darkness, the numbers shall be low voltage, automatically internally illuminated. Posted numbers shall contrast with their backgrounds and be legible from the street in accordance with the Uniform Fire Code.
81. Every chimney used in conjunction with any fireplace or any heating appliance in which solid or liquid fuel is used shall be maintained with an approved spark arrestor. It shall be constructed of stainless steel, copper, or brass, woven galvanized wire mesh, twelve (12) gage minimum of three eighths (3/8) inch minimum to one-half (1/2) inch maximum openings, as per County Code 3381. The mesh shall be visible from the ground. No decorator caps allowed.
82. All access roadways shall be in accordance with County Ordinance # 3381.
83. A site inspection final is required to verify that all conditions of a approval have been met. Call (909) 387-4213 for final Fire Department inspection prior to Building and Safety final inspection.

* Non-Standard Condition(s)

** Environmental Mitigative Measure(s)

MINUTES OF THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA

August 20, 1996

ORDINANCE 3661: PLANNING-2ND CYCLE 1996 GENERAL PLAN AMENDMENTS:
AMENDING OFFICIALS MAPS OF OFFICIAL LAND USE PLAN: ADOPTED:

The Board considers adoption of a Land Use District Plan Ordinance for the 2nd Cycle 1996 General Plan Amendments. (Continued from 8/13/96, Item 58a-e).

Valery Pilmer, Director of the Planning Department, recommends adoption of the ordinance.

On call of the Chairman, no testimony is presented.

Supervisor Walker indicates a "no" vote on the item and refers to his statement made previously regarding his position on Item #58d of August 13, 1996.

On motion by Supervisor Eaves, seconded by Supervisor Riordan, and carried, the Board adopts Ordinance 3661, the same as is set forth in full in Ordinance Book 57, and is entitled:

"AN ORDINANCE OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AMENDING THE SAN BERNARDINO COUNTY CODE BY THE AMENDMENT OF THE OFFICIAL MAPS OF THE OFFICIAL LAND USE PLAN."

PASSED AND ADOPTED by the Board of Supervisors of the County of San Bernardino, State of California, by the following vote:

AYES: Mikels, Riordan, Eaves, Turoci

NOES: Walker

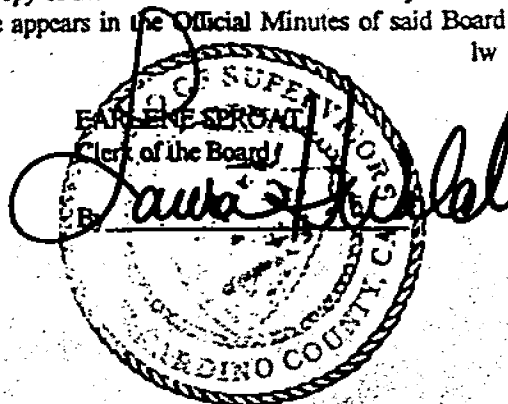
ABSENT: None

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO ss.

I, EARLENE SPROAT, Clerk of the Board of Supervisors of the County of San Bernardino, State of California, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by said Board of Supervisors by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of August 20, 1996, Item 60.

lw

cc: Planning-Pilmer/Squire
Transportation
Transportation/Surveyor
Bldg. & Safety
PWG
Applicants
Co. Counsel-Mordy
Planning/Graphics-Taub
File



Time for file.
✓

**MINUTES OF THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA**

July 9, 1996

PLANNING: GENERAL PLAN AMENDMENT: MINOR GENERAL PLAN LAND USE DISTRICT AMENDMENT FROM 4M-RM TO RS AND TENTATIVE TRACT 15733 ON 6.27 ACRES, MENTONE AREA: APPLICANT-JOHN SOUSA: DECLARE INTENT TO ADOPT AND CONTINUE TO TUESDAY, AUGUST 13, 1996 AT 10:00 A.M. FOR FINAL ADOPTION WITH SECOND CYCLE 1996 GENERAL PLAN AMENDMENTS:

The Board conducts a hearing to consider a Minor General Plan Land Use District Amendment from 4M-RM to RS and 22-lot subdivision on 6.27 acres located on the north side of Mentone Boulevard approximately 1000' west of Sapphire Avenue, Mentone area. (E315-100/RT 15733). (Applicant: John Sousa).

Notification as required has been made by publication in The Sun, a newspaper of general circulation, and by mailing to list on file in the Office of the Clerk.

Valery Pilmer, Director of the Planning Department, presents the staff report, a copy which is on file in the Office of the Clerk.

Patrick Meyer of Urban Environs states the project is a 50% reduction in density and feels it is a substantial improvement over what is out there now.

Jeff Wright states he believes the General Plan needs to be updated.

Bob Nelson asks the Board to financially analyze this project to ensure that it will pay for itself.

Supervisor Riordan states this is an infill project and states it is contributing to a number of services, to include a traffic signal at Crafton and Highway 38. She states this is better than what was originally proposed there.

On call of the Chairman, no further testimony is presented.

On motion by Supervisor Riordan, seconded by Supervisor Eaves, and carried, the Board **DECLARES THEIR INTENT TO:**

- 1) Adopt the General Plan Land Use District Amendment from 4M-RM to RS on 6.27 acres generally located on the north side of Mentone Boulevard approximately 1000 feet west of Sapphire Avenue;
- 2) Approve Tentative Tract 15733 to create 22 lots on 6.27 acres subject to the conditions of approval;
- 3) Adopt the findings;
- 4) Adopt the Negative Declaration;
- 5) Direct the Clerk to file a Notice of Determination, AND;

MINUTES OF THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA

July 9, 1996

PLANNING: GENERAL PLAN AMENDMENT: MINOR GENERAL PLAN LAND USE DISTRICT AMENDMENT FROM 4M-RM TO RS AND TENTATIVE TRACT 15733 ON 6.27 ACRES, MENTONE AREA: APPLICANT-JOHN SOUSA: DECLARE INTENT TO ADOPT AND CONTINUE TO TUESDAY, AUGUST 13, 1996 AT 10:00 A.M. FOR FINAL ADOPTION WITH SECOND CYCLE 1996 GENERAL PLAN AMENDMENTS:

- 6) Continues the item to TUESDAY, AUGUST 13, 1996 AT 10:00 A.M. for final adoption with the Second Cycle 1996 General Plan Amendments.

PASSED AND ADOPTED by the Board of Supervisors of the County of San Bernardino, State of California, by the following vote:

AYES: Mikels, Riordan, Walker, Eaves, Turoci

NOES: None

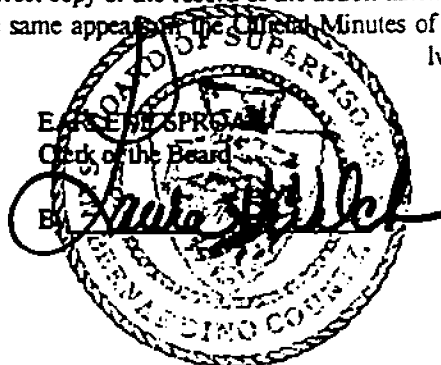
ABSENT: None

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO ss.

I, EARLENE SPROAT, Clerk of the Board of Supervisors of the County of San Bernardino, State of California, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by said Board of Supervisors by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of July 9, 1996, Item 60.

lw

cc: Planning-Pilmer
Bldg. & Safety
Transportation-Miller
Transportation-Surveyor
PWG
Applicant
Co. Counsel-Mordy
File



No: 9516840

12

Your Ref: TENT. TR. 15733

1. The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE AS TO PARCELS 1 AND 3 ;
AN EASEMENT MORE FULLY DESCRIBED BELOW AS TO PARCEL 2

2. Title to said estate or interest at the date hereof is vested in:

JOHN SOUSA AND INES ANDRADE SOUSA, HUSBAND AND WIFE, AS JOINT TENANTS, AS TO
PARCELS 1 AND 2; AND

JOHN SOUSA AND INES A. SOUSA, HUSBAND AND WIFE, AS JOINT TENANTS, AS TO
PARCEL 3

3. The land referred to in this report is situated in the State of California, County of SAN BERNARDINO
and is described as follows:

SEE ATTACHED DESCRIPTION

DESCRIPTION

Page 2 of 2
Order No. 9516840 12

1
PARCEL NO. 1:

THE NORTH 416 FEET OF THE WEST 1/2 OF THE EAST 1/2 OF LOT 6, BLOCK 12, ACCORDING TO MAP OF MENTONE, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 8 OF MAPS, PAGE 81, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL NO. 2:

AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

THE WEST 12 FEET OF THE WEST 1/2 OF THE EAST 1/2 OF LOT 6, BLOCK 12, ACCORDING TO MAP OF MENTONE, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 8 OF MAPS, PAGE 81, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE NORTH 416 FEET.

PARCEL NO. 3:

THE WEST HALF OF LOT 6, BLOCK 12, OF STRETCH MAP OF MENTONE, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 8, PAGE 81 OF MAPS, RECORDS OF SAID COUNTY.