

Recorded in Official Records, County of
San Bernardino, Errol J. Mackzum, Recorder

No Fee

Doc No. 19970209682
2:41pm 06/12/97

Recording requested by
and when recorded mail to:

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 Marilyn J. Burchill who erroneously took title as Marilyn J. Burchill and Marilyn L. Burchill, a married woman, as their interests may appear, ("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 13.33 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. 15602 for the Property which would permit the Property to be subdivided for 5 single-family lots at a density of 1 unit for every 2.67 acres (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. 15602, 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 Marilyn J. Burchill 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 Marilyn J. Burchill, and her 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 five lot residential development pursuant to the existing project approvals.
- g. "Existing Project Approvals" means Tentative Tract No.15602, 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. 15602.

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:

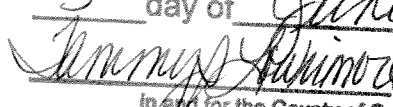

Marilyn J. Burchill

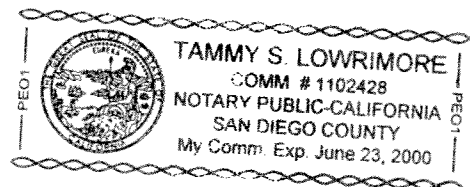
CITY OF REDLANDS


Mayor

ATTEST:


City Clerk

Subscribed and sworn to before me this
5 day of June, 1997
 Notary Public
In and for the County of San Diego
State of California



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 Prvision of City Utility Svces
Number of Pages 10 Date of Document June 3, 1997
Signer(s) Other Than Named Above Marilyn J. Burchill

CALIFORNIA NOTARY ACKNOWLEDGMENT

State of California

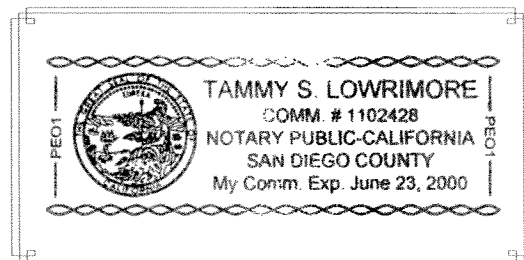
County of San Diego

} ss

On June 5, 1997, before me, *(here insert name & title of the officer)*,
personally appeared Marilyn J. Burchill, 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

Tammy S. Lowrimore



(This area for official notarial seal)

BURCHILL, Marilyn J. - Crafton
GPA / 93-0019 / E309-114
SUB / 93-0020 / E309-114 / TR 15602
CONDITIONS OF APPROVAL
July 11, 1994

**PRIOR TO ISSUANCE OF FINAL CONDITIONS OF APPROVAL, THE FOLLOWING
CONDITIONS OF APPROVAL SHALL BE MET:**

PLANNING DEPARTMENT: (909) 387-4165

- I. The applicant shall pay a fee of **\$1,250.00** to the Department of Fish and Game pursuant to California State Assembly Bill 3158. The fee shall be submitted to the Clerk of the Board of Supervisors upon filing of the Notice of Determination along with any filing fee required by the Clerk. The applicant should be aware that Section 21089(b) of the Public Resources Code provides that any project approved under CEQA is not operative, vested or final until the required fee is paid. Proof of fee payment may be required prior to recordation.

GENERAL REQUIREMENTS / ON-GOING CONDITIONS

PLANNING DEPARTMENT (909) 387-4165

1. These Conditions of Approval shall apply to:

Tentative Tract #15602, a six (6) lot subdivision on 12.29 acres.

2. The applicant shall agree to defend at their sole expense any action brought against the County, its agents, officers, or employees, because of the issuance of such approval in compliance with San Bernardino County Ordinance #2684. 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 obligation under this condition.
3. Development impact fees are being developed and are proposed for implementation by the County for various infrastructure and capital facilities needs generated by new development. These fees will provide for various capital facilities, including, but not limited to, roads, libraries, museums, parks (local and regional), open space, flood control, drainage, water, sewer, courts, jails, other law enforcement facilities, fire fighting facilities and equipment and geographic mapping database development. This project shall be subject to all such development impact fees which are in effect prior to the

issuance of final development permits. The exact timing and applicability of the fees will be determined by the ordinance or other action which establishes the fee.

4. All lots within this Tentative Tract are proposed for development as a lot sales only subdivision / Tract. Grading will take place on a lot by lot basis only, and the specific conditions of approval for portions of the project are reflective of this. If multi-lot grading is proposed at a future date resulting in slopes exceeding five (5) feet of cut or three (3) feet of fill, the applicant shall apply for a revision to the Tract so that the conditions of approval and environmental review may be re-examined and revised as necessary.

***NOTE:** If the applicant(s) / owner(s) require a revision after the approval is granted, a Revision to an Approved Action application, along with the required processing fee, shall be required to be submitted to the Planning Department for review and approval. This application shall be submitted prior to implementation of any revisions to the approved project document(s)/plan(s).

5. The applicant shall ascertain and comply with requirements of all Federal, State, County and local agencies as are applicable to the project area. They may include, but are not limited to: the U.S. Department of the Interior - Fish & Wildlife Service, State Fish & Game Department, California Department of Transportation (CalTrans), the County Departments of Environmental Health Services (DEHS), Surveyor/Land Development Engineering - Roads/Drainage Divisions, Transportation/Flood Control, Building and Safety, Forestry and Fire Warden / Fire Agency / Fire Authority, and/or the State Fire Marshal, et al.
- *6. Refuse disposal service shall be provided by a DEHS approved and permitted waste hauler, for any phase of development, including initial construction and any related debris. All refuse generated by construction activities during any phase of development shall be removed within thirty (30) days after completion of the prescribed activities.
- *7. If any historic or prehistoric resources are encountered during any phase of construction, grading or development, the owner/developer shall contact the County Museum and temporarily halt grading/demolition until such time as those resources are evaluated for significance and appropriate mitigation measures are formulated.

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

FORESTRY AND FIRE WARDEN DEPARTMENT: (909) 387-4212

Forestry and Fire Warden Department - File Reference Number: #15602.

The following fire protection guidelines shall apply to this project. Please have the Engineer and/or Architect contact the Fire Agency for specific standard requirements prior to design:

8. Water systems 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 plan(s) for approval. The 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 the appropriate calculations, using the "Guide for the Determination of Fire Flow". Water systems shall have a minimum of eight inch (8") mains, six inch (6") risers.

***NOTE:** The Required fire flow is 1,500 GPM tested at 20 PSI.
9. 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 feet (20').
10. This development shall comply with Fire Safety overlay conditions as adopted in County Ordinance Number 3341. The development is located in County Fire Review Area FR-2.

SURVEYOR / LAND DEVELOPMENT ENGINEERING - ROADS: (619) 243-8183

11. Walnut Street shall be designed and constructed to Valley Road Standards to include eight inch (8") curb and gutter, and to Road Standards of San Bernardino County, and to the policies and requirements of the County Transportation/Flood Control Department and in accordance with the Master Plan of Highways.
12. Any grading within the road right-of-way prior to the signing of the improvement plans shall be accomplished under the direction of a Soil Testing Engineer. Compaction tests of embankment construction, trench backfill, and all subgrades shall be performed at no cost to the County and a written report shall be submitted to the Contracts Division of the

- Transportation/Flood Control Department, prior to any placement of base materials and/or paving.
13. Final plans and profiles shall indicate the location of any existing utility facility which would affect construction.
 14. Slope rights shall be dedicated on the Final Tract Map where necessary.
 15. 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.
 16. Existing County roads which will require reconstruction 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 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.
 17. An encroachment permit, or authorized clearance, shall be obtained from the County Transportation/Flood Control Department prior to the issuance of grading permit(s) by the Building and Safety Department.
 18. All required public road and drainage improvements shall be bonded in accordance with County Development Code unless constructed and approved prior to recordation of the Final Map.
 19. Existing utility poles shall be shown on the improvement plans and relocated as necessary without cost to the County.
 20. The developer shall make a good faith effort to acquire the required off-site property interests, and if he/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 the County acquires the property interests required for the improvements. Such an agreement shall provide for payment by the 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 the developer at the developers' cost. The appraiser shall have been approved by the County prior to commencement of the appraisal.

21. Right-of-way and improvements (including off-site) to transition traffic and drainage flows from proposed to existing, shall be required as necessary.
22. 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 Transportation and Flood Control Department, and shall be as specified in County Transportation/Flood Control standards for tree planting or any subsequent ordinance. Maintenance procedures acceptable to the Transportation and Flood Control Department shall be instituted prior to recordation.

TRANSPORTATION / FLOOD CONTROL DEPARTMENT: (909) 387-2833 -

- *23. The developer shall be required to contribute to the Yucaipa Area Transportation Facilities Plan at the time of issuance of building permits. 949/UNIT

SURVEYOR / LAND DEVELOPMENT ENGINEERING - DRAINAGE: (619) 243-8183

24. Adequate provisions shall be made to intercept and conduct the offsite tributary drainage flow around or through the site in a manner which will not adversely affect adjacent or downstream properties.
25. The natural drainage courses should not be occupied or obstructed and should be left in their natural state as much as possible. Adequate building setback lines shall be established to preclude the construction of any structures in the overflow area of the natural drainage courses. In the event construction is required in established flood overflow areas, structures will be elevated above the determined flood stage levels in an approved manner which will neither impede nor deflect flood flows.
26. All lots should drain to streets. If lots do not drain to the streets, the cross-lot drainage will be reviewed by the Building and Safety Department under various ordinances involved.
27. Flowage easements or San Bernardino County Drainage Easements shall be obtained where diversion or concentration of runoff from the site or drainage facilities dewater onto private property.
28. Grading Plans shall be submitted to this office for review.
- *29. Sixth Avenue shall be designed as a water-carrying street and its water-carrying capacity shall be maintained. The south shoulder area of Sixth Avenue shall be improved with an

* SITE SPECIFIC / NON-STANDARD CONDITIONS

** ENVIRONMENTAL MITIGATION MEASURES / CONDITIONS

A.C. shoulder and berm from Walnut Street west to the existing pipe under Sixth Avenue, a distance of approximately 500 feet. The 12" RCP under Walnut Street shall be removed and replaced with a 24" CMP and drop inlet.

30. In addition to Drainage requirements stated herein, other onsite or offsite improvements may be required which cannot be determined from the tentative plans at this time and would have to be reviewed after more complete improvement plans and profiles have been submitted to this office.

DEPARTMENT OF BUILDING & SAFETY: (909) 387-4225

31. A Preliminary Soils Report shall be filed with and approved by the Building and Safety 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.
32. The County's policy for lot sales projects is that prior to recordation, each planned lot must be shown to be buildable. This means that the level of effort for Geological and Geotechnical Investigations must include not only roadways and slopes, but driveways and lot pads, ensuring that any instability problems on or across lots are properly addressed. This policy requires the developers to ensure the constructability of each lot prior to recordation of that lot. This means that each lot must be buildable when it is recorded. If the lot is threatened by any potential geologic or geotechnical problem, it may not be recorded until the problem is properly mitigated.

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

33. The water purveyor shall be the City of Redlands. Submit evidence of installation and/or service to DEHS for approval.
34. Applicant shall procure a verification letter from the sewerage agency with jurisdiction. Said letter shall state whether or not sewer connection and service can be made available to the project by the sewerage agency. Said letter shall reference the County project number and Assessor's Parcel Map number.
35. Soil Testing for the subsurface disposal system shall meet the requirements of DEHS. Submit test results and appropriate fee(s) to DEHS for review. For information, contact the DEHS Wastewater Section at (909) 387-4666.
36. The following are 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 system is to be installed prior to recordation, it is the developer's responsibility to submit to the SURVEYOR/LAND DEVELOPMENT ENGINEERING DEPARTMENT, a copy of the approved plan and a signed statement from the approved 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 the approved plans and determined amount or a signed statement from the acceptable governmental entity, that the financial arrangements have been completed to the SURVEYOR/LAND DEVELOPMENT ENGINEERING DEPARTMENT satisfaction.
37. Any abandoned wells on the property, existing septic systems, or similar structures that might result in the contamination of underground waters shall be destroyed in a manner approved by DEHS and/or the Building and Safety Department prior to grading.

PLANNING DEPARTMENT: (909) 387-4165

- **38.** Conduct a complete field survey for prehistoric and historic cultural resources older than 45 years in age. The survey shall be made by a qualified archaeologist. The following shall also apply:
- A. If resources are encountered, evaluate them for their significance, depth, lateral extent and integrity of cultural remains, as appropriate. For all resources identified, complete appropriate California Office of Historic Preservation Site, structure and isolate record forms. Prior to the completion of the survey report, submit two copies of completed records to the San Bernardino County Archeological Information Center for assignment of appropriate County and State record numbers. These numbers should appear in the final report.
 - B. New resources need to be evaluated for significance, following appropriate State and Federal regulations and guidelines.
 - C. A report documenting the survey and significance evaluation shall be prepared according to San Bernardino County Archaeological Information Center Guidelines for Cultural Resource management Reports. One copy of this report is to be filed with the San Bernardino County Museum's - Archaeological Information Center and one copy with the Planning Department.

- D. All archaeological sites found to be significant shall be protected through a program to mitigate development impacts.

NOTE: A copy of this report and its findings, together with any proposed mitigation measures, shall be provided to the San Bernardino County Planning Department for review prior to recordation of the Final Map. Should said Trustee Agency determine that this required field study and subsequent report has been accomplished, pursuant to their protocol, standards and regulations, or in the alternative, that this requirement has been waived by the Agency, a letter so stating from the Agency, shall be submitted to the Planning Department Officer for consideration thereof.

39. A Composite Development Plan (CDP) shall be submitted for coordination of review to the County Surveyor at least three (3) weeks prior to the recordation of the Final Map. The following notes shall be depicted on the CDP:
- *A) "A minimum one-hundred foot (100') Fuel Modification Zone (FMZ) is required to comply with County Standards."
40. Prior to recordation of the final Tract Map, all fees required under Actual Cost Job Number: **09102CF1** (Burchill, Marilyn J. - GPA / Tentative Tract), shall be paid in full.

* SITE SPECIFIC / NON-STANDARD CONDITIONS

** ENVIRONMENTAL MITIGATION MEASURES / CONDITIONS

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

FORESTRY AND FIRE WARDEN DEPARTMENT: (909) 387-4212
Forestry and Fire Warden Department - File Reference Number: **#15602**

41. The above-referenced project is protected by the Forestry and Fire Warden Department. 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 regarding fire safety as adopted by the County of San Bernardino or State of California.
42. Prior to any framing construction occurring, all flammable vegetation shall be removed from each building site a minimum distance of thirty feet (30') from any flammable building material, including a finished structure (Uniform Fire Code, Section 11.201).
- *43. A minimum one-hundred foot (100') Fuel Modification Zone (FMZ) is required to comply with County Standards.
44. Prior to framing construction, approved fire hydrants and fire hydrant pavement markers shall be installed. Fire hydrants shall be six (6") inch diameter with a minimum of one four (4") inch and one two and a half (2 1/2") inch connection as specified by the fire department. The design of the fire hydrant and fire hydrant pavement marker shall be approved by the fire department. In areas where snow removal occurs or non-paved roads exist, the blue reflective hydrant marker shall be posted on an approved post three (3') feet from hydrant and between five (5') feet and six (6') feet high. All fire hydrant spacing shall be three hundred (300') feet with the exception of single family residential which may be increased to five hundred (500') feet maximum.

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

FORESTRY AND FIRE WARDEN DEPARTMENT: (909) 387-4212

Forestry and Fire Warden Department - File Reference Number: **#15602**.

45. Prior to final inspection, the street addresses shall be posted with a minimum of four inch (4") numbers, visible from the street and during the hours of darkness the numbers shall be automatically internally illuminated. Posted numbers shall contrast with their background and be legible from the street in accordance with the Uniform Fire Code (UFC). Where building setbacks exceed one hundred feet (100') from the roadway, additional non-illuminated contrasting six inch (6") numbers shall be displayed at the property access entrance.
46. 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 arrester, as identified in the Uniform Fire Code (UFC). It shall be constructed of stainless steel, copper or brass, woven galvanized wire mesh, twelve (12) gauge minimum of three-eighths inch (3/8") minimum to one-half inch (1/2") minimum openings, as per County Code §3381. The mesh shall be visible from the ground. No decorator caps allowed.
47. 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 San Bernardino County Development Code and the Uniform Fire Code, Section 10.207.
48. Access roadways which exceed one-hundred and fifty (150') feet in length shall be approved by the fire department having jurisdiction, and shall be extended to within one-hundred and fifty (150') feet of, and shall give reasonable access to, all portions of the exterior walls of the first story of any building. An access road shall be provided within fifty (50') feet of all buildings if the natural grade between the access road and building is in excess of thirty (30%) percent. Where the access road cannot be provided, an approved fire protection system shall be installed. Access door(s) shall be provided at near ground level for fire fighting purposes in accordance with the Uniform Building Code.

49. An approved fire department lock is required on all gates. Any automatic electric security gates used, require an approved lock switch. Contact this office for lock applications.
50. Additional requirements may be applied due to lack of sufficient information to review. Please submit building plans and declaration of use for proper application of codes.

PLANNING DEPARTMENT: (909) 387-4165

51. All required walls, roadway and drainage improvements, shown on the approved plans shall be installed prior to obtaining the first structure's occupancy permit.
52. Any areas to be disturbed by grading activities shall be landscaped for wind and water erosion control.
53. Pursuant to the Metropolitan Water District (MWD) Guidelines, any new development shall incorporate interior and exterior water conservation measures (i.e.: low-flow plumbing and drought tolerant landscaping) to assist in reduction of new water demands.

N:\BURCHILL\COA

Order No: 9300994 K03

Your Ref: TENT. TR. 15602

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

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

MARILYN J. BURCHILL AND MARILYN L. BURCHILL, A MARRIED WOMAN, AS THEIR INTERESTS MAY APPEAR.

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

ALL THAT PORTION OF LOT NUMBERED THREE (3) IN BLOCK NUMBERED SEVENTY-EIGHT (78), ACCORDING TO MAP OF THE SAN BERNARDINO RANCHO, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 2, RECORDS OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1060 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT;
THENCE 460 FEET EAST;
THENCE SOUTH 1076 FEET;
THENCE SOUTH 51° 08' WEST 589 FEET;
THENCE NORTH 1446 FEET TO THE PLACE OF BEGINNING.