



LARRY WALKER
Auditor/Controller – Recorder

R Regular Mail

Recording requested by
and when recorded mail to:

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

Doc#: 2003 – 0350310



Titles: 1 Pages: 17

Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

AGREEMENT FOR ANNEXATION AND PROVISION FOR CITY UTILITY SERVICES

**FEES NOT REQUIRED
PER GOVERNMENT CODE
SECTION 6103**

This Agreement for Annexation and Provision of City Utility Services (“Agreement”) is made and entered into this 6th day of May, 2003, by and between the City of Redlands, a municipal corporation organized and existing under the laws of the State of California (“City”) and Neal T. Baker Enterprises, Inc., a California corporation, (“Developer”). The City and Developer are sometimes collectively referred to herein as the “Parties.”

RECITALS

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

WHEREAS, Developer has provided evidence, satisfactory to the City, that Developer is the fee owner of the property comprising San Bernardino County Tentative Tract No. 15410, which is located in an unincorporated area within the City's sphere of influence (the “Property”) and which the Developer intends to develop as a single family residential development; and

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

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

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the City of Redlands and Neal T. Baker Enterprises, Inc, a California corporation agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct.
2. Definitions. The following terms when used in this Agreement shall have the meanings ascribed to them:
 - a. "Agreement" means this Agreement for Annexation and Provision of Utility Services.
 - b. "Annexation" means the procedure for a change of organization or reorganization set forth in the Cortese-Knox Local Government Reorganization Act of 1965 (Government Code sections 56000 et seq.).
 - c. "Developer" means Neal T. Baker Enterprises, Inc., a California corporation and its successors-in-interest to all or any part of the Property.
 - d. "Project" means the improvement of the Property for the purposes of constructing a maximum of ten (10) single family residential dwellings, pursuant to existing project approvals.
 - e. "Existing Project Approvals" means Tentative Tract No. 15410, its conditions of approval issued by the County of San Bernardino as of the effective date of this Agreement and as described in Exhibit "A" attached hereto and incorporated herein by reference, and those certain project approvals in effect as of the effective date of this Agreement with respect to this Property.
 - f. "Property" means the real property owned by Developer which is more particularly

described in Exhibit "B", attached hereto and incorporated by this reference.

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

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

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

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

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

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

9. Breach/Failure to Annex In the event Developer fails to comply with its obligations under this Agreement or takes any action to protest, challenge, contravene or otherwise breach any

of its obligations or representations under this Agreement, the City shall have the right to, without any liability whatsoever, cease the provision of City utility services to the Property. This right shall be in addition to any other legal or equitable relief available to the City.

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

11. Indemnity and Cost of Litigation.

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

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

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

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

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

15. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms

or conditions of this Agreement the prevailing party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees.

16. Binding Effect. The burdens of this Agreement bind and the benefits of this Agreement inure to the successors in interest of the Parties hereto, including any subsequent purchasers of the property from Developer.

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

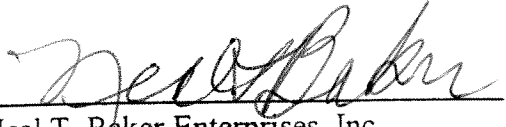
18. Waiver and Release. Developer hereby waives and releases any and all claims it may have against City, its elected officials, officers, employees and agents with respect to any City actions or omissions relating to the Project and Developer's and City's entry into and execution of this Agreement.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

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

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

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

DEVELOPER



Neal T. Baker Enterprises, Inc.
A California corporation

Date: April 9, 2003

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Bernardino

SS.

On April 9, 2003

Date

before me,

Kathaleen Larsen - Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

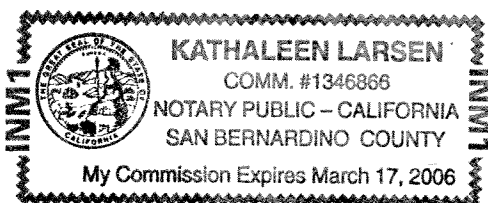
personally appeared

Neal T. Baker

Name(s) of Signer(s)

☒ personally known to me

☐ 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.

Kathaleen Larsen

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: Agreement for Annexation and Provision for City Utility Service

Document Date: April 9, 2003

Number of Pages: 6

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Neal T. Baker

☐ Individual

☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: Neal T. Baker Enterprises, Inc.

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

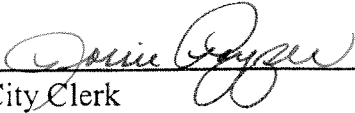
CITY OF REDLANDS



Karl N. Haws, Mayor

Date: May 13, 2003

ATTEST:



City Clerk

Date: May 13, 2003

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 May 13, 2003, before me, Beatrice Sanchez, Deputy City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Karl N. Haws and Lorrie Poyzer { X } personally known to me - or - { } proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

LORRIE POYZER, CITY CLERK



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

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

{ } Individual(s) signing for oneself/themselves

{ } Corporate Officer(s)

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

Company \_\_\_\_\_

{ } Partner(s)

Partnership \_\_\_\_\_

{ } Attorney-In-Fact

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

{ } Trustee(s)

Trust \_\_\_\_\_

{ x } Other

Title(s): Mayor and City Clerk

Entity Represented: City of Redlands, a municipal corporation

~~~~~  
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or Type of Document: Agreement for Annexation - APN 298-221-11

Date of Document: May 2, 2003

Signer(s) Other Than Named Above: Neal T. Baker

**PRELIMINARY
CONDITIONS OF APPROVAL**

EXHIBIT "A"

GENERAL/ON-GOING CONDITIONS

LAND USE SERVICES DEPARTMENT/PLANNING DIVISION (909) 387-4115

1. This project is a subdivision (Tentative Tract Map 15410) to create ten (10) lots on 2.02 acres for the development of single-family residences.
2. The applicant shall agree to defend at his sole expense any action brought against the County, its agents, officers, or employees, because of the issuance of such approval, or in the alternative, to relinquish such approval in compliance with the San Bernardino County Development Code Section 81.0150 (a-c). 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. All conditions must be completed and the Final Map must be recorded within thirty-six (36) months of the date of approval; or this Tentative Tract Map shall become null and void. Where circumstances cause delays which do not permit compliance with the 36 month time limitation, the Planning Director may grant an extension of time for a period not to exceed an additional thirty-six (36) months. Applications for such extension of time must set forth in writing the reasons for this extension and be submitted with the appropriate fee to the Land Use Services Department thirty (30) calendar days before the date of expiration. There will be no reminder sent, the applicant is responsible to submit a timely request.
4. Additional fees may be required prior to issuance of development permits and shall be paid as specified in adopted fee ordinances.
5. Utility lines shall be placed underground in accordance with the requirements of County Ordinance.
6. All landscaping, fencing, and structures shall be maintained regularly by the developer, or the property owner, as appropriate, so that all facets of the development are kept in continual good repair, including but not limited to the removal of graffiti and the continued provision of healthy thriving landscaping. The property will be maintained so that it is visually attractive and not dangerous to health and welfare of the surrounding properties. Drought-resistant, fire retardant vegetation should be used for any replacement landscaping to reduce water consumption and promote slope stability (where applicable). All landscaped areas shall be irrigated in a manner designed to conserve water. This requirement shall be included in any recorded Conditions, Covenants, and Restrictions (CC&R's) for this project.

PRIOR TO ISSUANCE OF GRADING PERMITS OR ANY LAND DISTURBING ACTIVITY THE FOLLOWING SHALL BE COMPLETED

LAND USE SERVICES DEPARTMENT/BUILDING AND SAFETY DIVISION (909) 387-4246

7. Grading plans shall be submitted to Building and Safety for review and approval prior to grading/land disturbance.
8. A geotechnical (soil) feasibility report shall be submitted to the Building and Safety Division for review and approval prior to recordation of the final map.
9. Prior to permit issuance, CONSTRUCTION projects involving one or more acres must be accompanied by a copy of the Regional Board permit letter with the WDID#. *Construction activity includes clearing, grading, or excavation that results in the disturbance of at least five acres of land total.*

LAND USE SERVICES DEPARTMENT/PLANNING DIVISION (909) 387-4115

10. A copy of the grading plan shall be submitted to Planning for review of landscaping requirements when graded cut slopes exceed five (5) feet in height and fill slopes exceed three (3) feet in height.
11. Erosion control and hydroseeding shall be installed on all slopes exceeding three (3) feet of fill and five (5) feet of cut upon completion of grading.
12. Water spraying or other methods shall be used during grading operation to control fugitive dust.

LAND DEVELOPMENT/ENGINEERING, ROADS & DRAINAGE (760) 243-8183

13. Grading plans shall be submitted to this office for review.
14. An encroachment permit, or authorized clearance, shall be obtained from the County Transportation/Flood Control department prior to the issuance of a grading permit by the Building & Safety Division.
15. Reference is made to FEMA map 06071C8730 F, dated March 18, 1996. The site is located in FEMA Zone X (shaded). FP2 requirements apply, requiring the elevation of the pads a minimum of one foot above the highest adjacent grade.

Neal Baker Enterprises

09970CF1/E313-103/2002/TT15410/

DRAFT CONDITIONS OF APPROVAL

PRIOR TO RECORDATION OF TT 15410, THE FOLLOWING CONDITIONS SHALL BE MET:**LAND USE SERVICES DEPARTMENT/ PLANNING DIVISION (909) 387-4115**

16. Prior to approval for recordation, all fees required under actual cost job number **09970CF1** shall be paid in full.
17. **Composite Development Plan:** A Composite Development Plan complying with Sections 83.040501 and 84.0325 of the County Development Code shall be filed with and approved by Transportation/Flood Control, Surveyor Division. The following shall be delineated on the Composite Development Plan:
- All lots shall have a minimum area of 7,200 square feet, a minimum depth of 100 feet, and a minimum width of 60 feet, with 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 the rear of the lot, shall have a width of not less than 40 feet, when measured at the building setback lines delineated on the Composite Development Plan.
 - A variable front yard setback of at least 22 feet (average of 25') from internal edge of sidewalk.
 - *Street side yard setback of at least twenty-five (25) feet.*
 - *Side yard setbacks shall be five (5) feet and ten (10) feet minimums on alternate side yards. A ten (10) foot side yard setback is required adjacent to the garage*
 - *Rear yard setback of at least 25 feet*
 - Delineate variable setbacks and footprints where no three adjacent units shall have their closest facade to the street within the same plane.
18. **Landscaping Plan:** Four (4) copies of a landscaping plan shall be submitted to the Current Planning Division for review and approval. Said landscape plan shall include the following:
- A. **Required Slope Planting:** Slope planting shall be required for the surface of all cut slopes more than five (5) feet in height and fill slopes more than (3) feet in height. Said slopes shall be protected against damage from erosion by planting with grass or ground cover plants. Slopes including crib walls, exceeding ten (10) feet in vertical height shall 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 planting methods used shall be suitable for the soil and climatic conditions of the site. Drought tolerant and fire resistive plantings shall be used to the maximum extent possible. The following plant material ratios shall be utilized for all required plantings:
- | | |
|-------------------------|--------------------------|
| Trees: | 50% - 15gal; 50% - 5gal. |
| Shrubs: | 50% - 5gal; 50% - 1gal. |
| Groundcovers/Hardscape: | 100% coverage |

Nonstandard (Italicized)

Mitigation Measure (Bolded)

Neal Baker Enterprises

09970CF1/E313-103/2002/TT15410/

DRAFT CONDITIONS OF APPROVAL

- B. Required Street Trees: One (1) inch caliper/15 gallon, multi-branched trees shall be planted on the lot adjacent to the street right-of-way no closer than fifteen (15) feet from the curb line as follows:
- | | |
|----------------|---------|
| Cul-de-sac lot | 1 tree |
| Interior lot | 2 trees |
| Corner lot | 3 trees |
- C. Required Walls: A six-foot block wall is required along the perimeter property lines of Lots 2-10 excluding the front yard setbacks. The wall shall be constructed with decorative block and be appropriately capped.
19. Irrigation Plan: Four (4) copies of an irrigation plan shall be submitted to the Current Planning Division for review and approval when slope planting and/or any other planting is required. Areas required to be planted shall be provided with an approved system of irrigation designed to cover all portions of the landscaped areas. A functional test of systems may be required. The maintenance of landscaped areas shall be the responsibility of the developer until the transfer to individual ownership or until the maintenance is officially assumed by a County Service Area or other appropriate entity.
20. Irrigation shall be primarily provided by drip, bubbler or other non-aerial water serving method or system. The system shall include timers for controlled application. Suitable temporary irrigation methods may be substituted upon written approval by the Current Planning Division when used to establish native or drought/fire resistant plantings. All irrigation systems, where required, shall be designed on an individual lot basis.
21. The developer shall submit to the Land Use Services Department/Current Planning Division for review and approval a copy of the Conditions, Covenants, and Restriction for the tract and it shall include requirements for no vehicular parking or overhang on the sidewalk and no visible roof mounted equipment.

LAND USE SERVICES DEPARTMENT/BUILDING AND SAFETY DIVISION (909) 387-4246

22. A geotechnical (soil) feasibility report shall be submitted to the Building and Safety Division for review and approval prior to recordation of the final map.

LAND DEVELOPMENT /SURVEYOR DIVISION (909) 387-8145

23. Easements of record not shown on the tentative map shall be relinquished or relocated. Lots affected by proposed easements or easements of record, that cannot be relinquished or relocated, shall be redesigned.
24. Subdivider shall present evidence that he has tried to obtain a non-interference letter from any utility company that may have rights of easement within the property boundaries.

Nonstandard (*Italicized*)Mitigation Measure (**Bolded**)

APN: 0298-221-11
Neal Baker Enterprises
09970CF1/E313-103/2002/TT15410/
DRAFT CONDITIONS OF APPROVAL

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

25. The water purveyor shall be the City of Redlands. Applicant shall procure a verification letter from the water agency with jurisdiction. This letter shall state whether or not connection and service can be made available to the project by the water agency. This letter shall reference File Index Number E313-101/02 and Assessor's Parcel Number 0298-221-11.
26. Method of sewage disposal shall be the City of Redlands. 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. This letter shall reference File/Index Number E313-101/02 and Assessor's Parcel Number 0298-221-11.
27. The following are the steps that must be completed to meet the requirements for installation and/or finance of the on-site/off-site water system and/or sewer system:
 - A. Where the water and/or sewer system is to be installed prior to recordation, it is the developer's responsibility to submit to the TRANSPORTATION/FLOOD CONTROL DEPARTMENT, SURVEYOR DIVISION, a copy of the approved plan and a signed statement from the utility of jurisdiction confirming that the improvement has been installed and accepted.
 - B. Where a bond is to be posted in lieu of installation of the improvement, the developer shall submit the approved plans and determined amount or a signed statement from an acceptable governmental entity, that financial arrangements have been completed and submitted to the TRANSPORTATION/FLOOD CONTROL DEPARTMENT, SURVEYOR DIVISION.
28. Submit preliminary acoustical information, demonstrating that the proposed project maintains noise levels at or below San Bernardino County Noise Standards(s), San Bernardino Development Code Section 87.0905(b). The purpose is to evaluate potential future on-site and/or adjacent noise sources. If the preliminary information cannot demonstrate compliance to noise standards, a project specific acoustical analysis shall be required. Submit information/analysis to the DEHS for review and approval. For information and acoustical checklist, contact DEHS at (909) 387-4655.
29. 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) 388-4600.

Nonstandard (Italicized)
Mitigation Measure (Bolded)

Neal Baker Enterprises

09970CF1/E313-103/2002/TT15410/

DRAFT CONDITIONS OF APPROVAL

30. 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. Contact DEHS/Water Section for more information at (909) 387-4666.

SAN BERNARDINO COUNTY FIRE DEPARTMENT (909) 386-8465

31. Water systems designed to meet the required fire flow of this development shall be approved by the Fire Department having jurisdiction. Water systems shall be operational and approved by the Fire Department prior to recordation or any above grade construction occurring. The required flow shall be determined by appropriate calculation, using the "Guide for the Determination of Required Fire Flow." **Determine Fire Flow shall be: 1250 GPM for 2 Hours at 20 PSI**

For tracts the developer shall furnish the Fire Department with two (2) copies of the water system improvement plan for approval. New water systems shall have minimum eight (8) inch mains, six (6) inch laterals, and six (6) inch risers.

32. The project applicant is required to provide a "COMPOSITE DEVELOPMENT PLAN" (CDP) agreement prior to releasing this project for recordation. Submit the correct verbiage statements (CDP Notes) to the County Surveyor for filing and a copy of the approved CDP map to the Fire Department prior to releasing the map for recordation. The CDP shall reflect the following statements:

- A. The above referenced project is under the jurisdiction of the San Bernardino County Fire 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 and standards of the Fire Department.
- B. Exterior walls of residential and accessory buildings or portions thereof maybe constructed up to five (5) feet, but no closer than five (5) feet to the exterior side or rear lot lines provided the construction is consistent with other notes on the Composite Development Plan and the following conditions are met:
1. The outside of all such exterior walls or portions thereof shall be covered with materials which are approved for exterior locations and are of fire resistive construction as defined in the Uniform Building Code.
 2. All exterior doors made of wood or wood portions shall be solid corewood.
 3. Windows, sliding glass doors or glass inserts in doors shall be constructed of approved dual-pane glass.

Nonstandard (Italicized)

Mitigation Measure (Bolded)

Neal Baker Enterprises

09970CF1/E313-103/2002/TT15410/

DRAFT CONDITIONS OF APPROVAL

4. Roof overhangs shall be of non-combustible material with no attic vents provided. Roofs shall be of fire resistive materials as approved by the State Fire Marshall.

LAND DEVELOPMENT/ENGINEERING, ROADS & DRAINAGE (760) 243-8183

33. Roads within this development are currently in the County Maintained Road System.
34. Road sections within and bordering the tract shall be designed and constructed to Valley road standards of the San Bernardino County Transportation/Flood Control Department in accordance with the Master Plan of Highways. This will require the addition of sidewalk along the project frontage.
35. Final plans and profiles shall indicate the location of any existing utility facility that would affect construction.
36. Slope rights shall be dedicated on the final tract map where necessary. The northeast corner of Lot 10 may require a slope easement.
37. All required road and drainage improvements shall be bonded in accordance with the County Development Code unless constructed and approved prior to recordation of the Final Map.
38. Turn arounds at dead end streets shall be in accordance with the requirements of the County Transportation/Flood Control Department and the County Fire Department.
39. Existing utility poles shall be shown on the improvement plans and relocated as necessary without cost to the County.
40. Right-of-way and improvements, (including offsite) to transition traffic and drainage flows from proposed to existing, shall be required as necessary.
41. Trees, irrigation systems, and landscaping required to be installed on public right-of-way within this tract area shall be maintained by other than the County Department of Public Works, and shall be as specified in County Transportation/Flood Control standards for tree planting. Maintenance procedures acceptable to the Department of Public Works shall be instituted prior to recordation.
42. 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.
43. 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.

Nonstandard (Italicized)

Mitigation Measure (Bolded)

APN: 0298-221-11

Neal Baker Enterprises

09970CF1/E313-103/2002/TT15410/

DRAFT CONDITIONS OF APPROVAL

44. In addition to the drainage requirements stated herein, other onsite or offsite improvements maybe 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 this office.

Special Districts Department (909) 387-9612

45. Streetlighting Plans and Plan Check Fees must be submitted to Special Districts Department for review and approval. Submit plans to Gale Glen, Special Districts Department, 157 W. 5th St., 2nd floor, San Bernardino, CA 92415-0450, Telephone (909) 387-9612.
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Nonstandard (Italicized)

Mitigation Measure (Bolded)

EXHIBIT "B"

Parcel No. 1:

The west 163.75 feet of the east 327.50 feet of lot 6, block 11 Mentone Stretch Map, in the County of San Bernardino, State of California, as per plat recorded in Book 8 of Maps, Page 81, records of said County.