

RECORDED
REQUEST OF

Rick Webb

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

No Fee

Doc No. 19970281297

12:26pm 08/07/97

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

Lot #5

This Agreement for Annexation and Provision of City Utility Services ("Agreement") is made and entered into this 5th day of August, 1997, 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 is the fee owner of a residential lot located in Tentative Tract No. 13514 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. 13514 for the Property which would permit the Property to be subdivided for single-family lots at a density of one (1) unit for every .245 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. 13514, 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 Neal T. Baker Enterprises, Inc., 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 Neal T. Baker Enterprises, Inc. and its successors-in-interest to all or any part of the property.
- f. "Project" means the improvement of the Property for the purposes of constructing a single family residential development on Lot 5 pursuant to the existing project approvals.
- g. "Existing Project Approvals" means Tentative Tract No.13514, 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. 13514.

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.

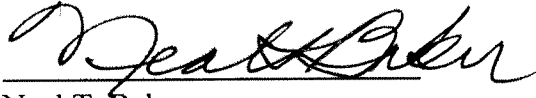
13. Authority to Execute. The person or persons executing this Agreement in behalf of Developer warrant and represent that they have the authority to execute this Agreement on behalf

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.

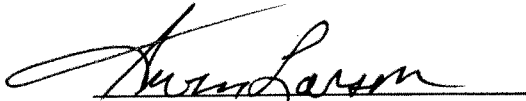
DEVELOPER:

NEAL T. BAKER ENTERPRISES INC.



Neal T. Baker

CITY OF REDLANDS



Mayor Swen Larson

ATTEST:



City Clerk Lorrie Foyzer

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 August 6, 1997, before me, Beatrice Sanchez, Deputy City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Neal T. Baker { } personally known to me - or - {x x} proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

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

{X} Corporate Officer(s)

Title(s) President

Company: Neal T. Baker Enterprises, Inc.

{ } Partner(s)

Partnership _____

{ } Attorney-In-Fact

Principal(s) _____

{ } Trustee(s)

Trust _____

{ } Other

Title(s) _____

Entity Represented _____

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

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

Number of Pages : 22 Date of Document: August 5, 1997

Signer(s) Other Than Named Above: Swen Larson, Mayor, and Lorrie Poyzer, 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 August 5, 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, California

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or Type of Document: Agreement for Annexation and Provision of City Utility Services
Number of Pages : 22 Date of Document: August 5, 1997
Signer(s) Other Than Named Above: Neal T. Baker Enterprises, Inc.

HEINE, JAMES & NANCY
SUB/86-0018/E315-102/TR 13514
Conditions of Approval

EXHIBIT "A"
PAGE 1 OF 11

RECORDER'S MEMO:
POOR RECORD DUE TO QUALITY
OF ORIGINAL DOCUMENT

OFFICE OF BUILDING AND SAFETY

1. A preliminary soil report, complying with the provisions of Ordinance 2815 shall be filed with and approved by the Building Official prior to recordation of the final map.
2. Grading plans to be submitted to and approved by the Office of Building and Safety as required by Uniform Building Code Chapter 70 and the County Development Code.
3. Obtain a demolition permit for building to be demolished. Underground structures must be broken in, back filled and inspected before covering.

DEPARTMENT OF ENVIRONMENTAL HEALTH SERVICES

- **4. Written clearance shall be obtained from the designated California Regional Water Quality Control Board (listed below) and a copy forwarded to the Department of Environmental Health Services:
 - A. Santa Ana Region, 6809 Indiana Avenue, Riverside, CA 92506, (714) 684-9330.
- **5. Soil testing for the subsurface disposal system shall meet the requirements of the Department of Environmental Health Services. Submit test results and appropriate fee to the Department of Environmental Health Services.
6. The water purveyor shall be City of Redlands.
7. 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 system is to be installed prior to recordation:

The water system, fire hydrants, and/or sewer system shall be installed in accordance with requirements of the State Health and Safety Code, and in accordance with plans approved by the water and/or sewer utility and the governing fire protection authority. The plans shall be reviewed by a Civil Engineer, registered in the State of California, and contain required certificates and approval signatures. It is the developer's responsibility to submit to the OFFICE OF SURVEYOR, LAND DEVELOPMENT SECTION, a copy of the approved plan and a signed statement from the utility of jurisdiction confirming that the improvement has been installed and accepted.

*NON-STANDARD CONDITION(S)

**ENVIRONMENTAL MITIGATION MEASURE(S)

POOR RECORD DUE TO QUALITY
OF ORIGINAL DOCUMENT

- B. Where a bond is to be posted in lieu of installation of the improvement:
1. The domestic water plan and/or sewer plan which meets the requirements of the State Health and Safety Code shall be reviewed by a Civil Engineer, registered in the State of California, and approved by the water or sewer utility and the governing fire protection authority. The plans shall contain the required certificates and approval signatures. A copy of the approved plan shall be submitted to the OFFICE OF SURVEYOR, LAND DEVELOPMENT SECTION.
 2. Said engineer shall determine the amount of bond necessary to install the improvements.
 - a. This amount plus ten percent shall be posted with the County of San Bernardino. A statement signed by the engineer stating that the amount of bond recommended is adequate to cover the cost of installation of the improvement shall be included with the estimate and submitted to the OFFICE OF SURVEYOR, LAND DEVELOPMENT SECTION.
 - b. Or, in cases where the water agency or sewer agency is a governmental subdivision, the bond in the amount of 110 percent of the cost of installation of the improvement may be placed with the agency. A signed statement from that agency stating that financial arrangements have been completed shall be submitted to the OFFICE OF SURVEYOR, LAND DEVELOPMENT DIVISION.
 3. Prior to release of the bond for the improvement, the utility of jurisdiction shall submit a signed statement confirming that the improvement has been installed and meets the requirements of all appropriate State and County laws pertaining to such improvement. It is the developer's responsibility that such signed statement is filed with the OFFICE OF SURVEYOR, LAND DEVELOPMENT SECTION.
 8. Any abandoned wells on the property or similar structures that might result in contamination of underground waters shall be destroyed in a manner approved by the Department of Environmental Health Services.

*NON-STANDARD CONDITION(S)
**ENVIRONMENTAL MITIGATION MEASURE(S)

FORESTRY AND FIRE WARDEN DEPARTMENT

9. The above-referenced project is protected by the Forestry and Fire Warden Department. Prior to construction occurring on any parcel, the owner shall contact the fire department for verification of current fire protection development requirements.
10. All new construction shall comply with applicable sections of the 1985 Uniform Fire Code, (Ordinance #3055), Development Code, Community Plans, and any other statutes, ordinances, rules and regulations regarding fires and fire prevention adopted by the State or County.
11. The street address shall be posted with a minimum of three (3) inch numbers, visible from the street, in accordance with San Bernardino County Ordinance 2108, prior to occupancy. Posted numbers shall contrast with their background and be visible and legible from the street.
12. Each 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.
13. 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.
14. The development and each phase thereof shall have two points of vehicular access for fire and other emergency equipment, and for routes of escape which will safely handle evacuations as required in the Development Code.
15. Private roadways which exceed one-hundred and fifty (150) feet in length shall be approved by the fire agency 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 percent (30%). Where the access roadway cannot be provided, approved fire protection system or systems shall be provided as required and approved by the fire department.
- *16. A turnaround shall be provided at the end of each roadway, 150 feet or more in length and shall be approved by the fire department. Cul-de-sac length shall not exceed six-hundred (600) feet except as identified in the Development Code.

*NON-STANDARD CONDITION(S)

**ENVIRONMENTAL MITIGATION MEASURE(S)

Temporary turnaround shall be provided at lot 10.

17. Private road maintenance, including but not limited to grading and snow removal, shall be provided for prior to recordation or approval. Written documentation shall be submitted to the fire agency having jurisdiction.
18. All fire protection systems designed to meet the fire flow requirements specified in the Conditions of Approval for this project shall be approved by the fire agency having jurisdiction prior to the installation of said systems. Said systems shall be installed and made serviceable prior to recordation unless construction of said systems has been bonded for as required by the water purveyor. Water for fire protection, as required by the fire agency having jurisdiction, shall be in and operable prior to the start of building construction and shall be over and above the average daily consumption of water. The following are minimum requirements for your proposed development:

A. System Standards

Fire Flow*	1250 G.P.M. @ 20 PSI Residual Pressure
Duration	2 Hour(s)
Hydrant Spacing	660 Feet

*If blank, flow to be determined by calculation when additional construction information is received.

B. Distribution System

Mains	6 Inch Minimum
Laterals	6 Inch Minimum
Riser	6 Inch Minimum

C. Fire Hydrants

Number	2 Total
Type	6 Inch w/1 - 2 1/2 Inch outlet(s) with National Standard threads and with <u>1 - 4</u> inch pumper connection

*NON-STANDARD CONDITION(S)

**ENVIRONMENTAL MITIGATION MEASURE(S)

Street valve

6 Inch Gate

19. The required fire flow shall be determined by appropriate calculations, using the 1974 edition of the Insurance Services Office (ISO) "Guide for the Determination of Required Fire Flow."
20. The developer or his engineer shall furnish the fire department with two copies of water system improvement plans where fire protection water systems are required. In addition, a letter from the water purveyor stating what fire flow can be met shall be required. The fire department shall also sign all water plans prior to recordation.

OFFICE OF SURVEYOR
LAND DEVELOPMENT/DRAINAGE SECTION

21. Adequate provisions shall be made to intercept and conduct the off-site tributary drainage flow around or through the site in a manner which will not adversely affect adjacent or downstream properties.
22. All lots should drain to streets. If lots do not drain to streets, the cross lot drainage will be reviewed and approved by the Office of Building and Safety under provisions of Uniform Building Code Chapter 70 and the County Development Code.
23. Nice Avenue shall be designed as (a) water-carrying street and its water carrying capacity shall be maintained.
24. Lots adjacent to water-carrying streets shall be adequately elevated above the top of curb, or block walls provided, or both, to minimize the possibility of street flows entering the lots.
25. In addition to the Drainage Requirements stated herein, other "on-site" or "off-site" improvements may be required which cannot be determined from tentative plans at this time and would have to be reviewed after more complete improvement plans and profiles have been submitted to this office.
- *26. The developer shall pay a fee of \$2930 per acre as a fair share amount for the construction of a regional detention facility. If a drainage fee ordinance for this area is in place at time of development, then these fees will be required. If, at time of development the regional detention basin concept is rejected, then a storm drain shall be constructed to drain the site to Mill Creek.

*NON-STANDARD CONDITION(S)

**ENVIRONMENTAL MITIGATION MEASURE(S)

OFFICE OF SURVEYOR
LAND DEVELOPMENT/ROAD SECTION

27. Roads within this development shall be entered into the County Maintained Road System.
28. Road sections within and/or bordering the tract shall be designed and constructed to Valley Road Standards of San Bernardino County, and to the policies and requirements of the County Transportation and Flood Control Department and in accordance with the Master Plan of Highways.
29. Any grading within the road right-of-way prior to the signing of the improvement plans shall be accomplished under the direction of a Soils Testing Engineer. Compaction tests of embankment construction, trench backfill, and all subgrades shall be performed at no cost to San Bernardino County and a written report shall be submitted to the Contracts Division of the Transportation and Flood Control Department, prior to any placement of base materials and/or paving.
30. Final plans and profiles shall indicate the location of any existing utility facility which would affect construction.
31. Slope rights shall be dedicated on the final tract map where necessary.
32. A thorough evaluation of the structural road section, to include parkway improvements, from a qualified materials engineer, shall be submitted to the Transportation and Flood Control Department.
33. 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 and Flood Control Department, the cash deposit may be refunded.
34. All road names shall be coordinated with the County Transportation and Flood Control Department, Traffic Division.
35. 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

*NON-STANDARD CONDITION(S)

**ENVIRONMENTAL MITIGATION MEASURE(S)

recordation.

36. An encroachment permit, or authorized clearance, shall be obtained from the County Transportation and Flood Control Department prior to issuance of a grading permit by the Office of Building and Safety.
37. All required road and drainage improvements shall be bonded in accordance with County Development Code unless constructed and approved prior to recordation of Final Map.
38. Turn arounds at dead end streets shall be in accordance with the requirements of the County Transportation and Flood Control Department, and the Forestry and Fire Warden 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 off-site) to transition traffic and drainage flows from proposed to existing, shall be required as necessary.
41. The developer shall make 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.
42. Projects subject to a building permit shall have all required on and off-site improvements, required for each phase, completed and approved prior to final inspection of any buildings or structures. The term "phase" as used here shall mean the following: "The block of building permits drawn on less than the whole project" or "A plan of building construction which indicates blocks of construction of less than the whole project". In each phase the installation of any on or off-site improvements shall be sufficiently completed so as to assure protection from storm or drainage run off, a safe and driveable access for fire and safety,

*NON-STANDARD CONDITION(S)

**ENVIRONMENTAL MITIGATION MEASURE(S)

and the ordinary and intended use of the buildings or structures. The Building Official, with the concurrence of the Office of the Surveyor, may approve any plan or approve a change to an approved plan, which complies with the intent of this policy.

- *43. Nice Avenue shall be improved half width to Collector Road Standards.
- *44. The applicant shall, prior to issuance of building permits, pay his fair share contribution of \$300.00 toward signalization of the intersection of Crafton Avenue at State Highway 38 (Mentone Boulevard).

OFFICE OF PLANNING

- 45. Sidewalks shall be provided throughout the tract, including all peripheral streets.
- 46. Developer shall provide for street lighting within the tract as follows:
 - A. Low intensity, energy-efficient street lights at all intersections;
 - B. Install underground conduit with a pull cord (for future installation of additional lights) through the tract;
 - C. Deposit monies with the Special Districts Department to cover all installation and connection charges for additional street lights per adopted County policy regarding light pole spacing and location.
 - D. Prior to recordation, the tract shall be annexed to the appropriate district to provide street light maintenance.
- 47. Subdivider shall present evidence to the County's 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.
- 48. 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.
- 49. Utility lines shall be placed underground in accordance with the requirements of County Ordinance.

*NON-STANDARD CONDITION(S)

**ENVIRONMENTAL MITIGATION MEASURE(S)

- *50. All lots shall have a minimum area of 8,400 square feet, a minimum depth of one hundred (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 sixty (60) feet measured at the building setback line as delineated on the final tract map.
51. Where lots occur on the bulb of a cul-de-sac, a minimum lot depth of ninety (90) feet will be permitted. If the proposed depth is less than ninety (90) feet, a plot plan must be submitted to demonstrate that a buildable lot area is possible and to justify the lesser depth.
- *52. Prior to recordation, the applicant shall submit a composite development map to the Office of Planning for review and approval, to show the following:
- A. A variable front yard building setback line of at least 22 feet and averaging at least 25 feet.
 - B. A side yard building setback line of at least 15 feet adjacent to side streets on corner lots.
 - C. Required drainage easements and building setback line from the natural drainage courses, if applicable.
 - D. The Composite Development Plan shall include two notes regarding landscaping as follows: A) The first note shall state "Prior to issuance of occupancy permits, a minimum number of one (1) inch caliber/15 gallon, multi-branched trees 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;
 - interior lot - 2 trees;
 - corner lot - 3 trees;
- These trees are to be of a type and are to be placed in such a manner as indicated in note # . " B) The second note shall specify three approved street tree types (actual variety is to be approved by the Planning Officer) and shall detail the planting specification as outlined in the County's Standards and Specifications for Tree Planting.
53. A final grading plan shall be required. Said grading plan shall be submitted to the Office of Building and Safety for review and approval. All on-site cut and fill slopes

*NON-STANDARD CONDITION(S)

**ENVIRONMENTAL MITIGATION MEASURE(S)

shall:

- A. Be limited to a maximum slope ratio of 2 to 1 and a maximum vertical height of thirty (30) feet. Setbacks from top and bottom of slopes shall be a minimum of one-half the slope height.
 - B. Be contour-graded to blend with existing natural contours.
 - C. Be a part of the downhill lot when within or between individual lots.
54. A copy of the final grading plan, approved by Building and Safety, shall be submitted to the Office of Planning when graded cut slopes exceed five (5) feet in height and fill slopes exceed three (3) feet in height.
55. Three (3) copies of a Landscaping Plan shall be submitted for Office of Planning review and approval. Said Landscape Plan shall include the following:
- A. The 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 three (3) feet in height. Said slopes shall be protected against damage by erosion by planting with grass or ground cover plants. Slopes exceeding fifteen (15) feet in vertical height shall also be planted with shrubs, spaced at not to exceed ten (10) feet on centers; or trees, spaced at not to exceed twenty (20) feet on centers; or a combination of shrubs and trees as cover plants. The plants selected and planting methods used shall be suitable for the soil and climatic conditions of the site.

Trees 10% 15 gal.; 40% 5 gal.; 50% 1 gal.
Shrubs 20% 5 gal.; 80% 1 gal.;
Groundcover 100% coverage.
 - B. The required street trees.
 - C. All required walls. All decorative walls shall be designed and constructed to incorporate design features such as tree planter wells, variable setback, split block face, columns, or other such features to provide visual and physical relief along the wall face.
 - D. Any existing trees to remain on site. Any existing

*NON-STANDARD CONDITION(S)
**ENVIRONMENTAL MITIGATION MEASURE(S)

eucalyptus trees to be retained shall be topped to thirty (30) feet, trimmed along the lower fifteen (15) feet, and cleared of all dead leaves and branches.

56. Three (3) copies of an irrigation plan shall be submitted for Office of Planning review and approval when slope planting is required. Slopes required to be planted shall be provided with an approved system of irrigation, designed to cover all portions of the slope. 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.
57. All landscaping and irrigation shown on the approved landscape and irrigation plans and all required walls shall be completed or suitable bonds posted for their completion.
- **58. Prior to issuance of building permits, the developer shall pay school fees in compliance with California Government Code Section 53080 et. seq., if in effect and as adopted by the school district of jurisdiction.

EXHIBIT "B"

Parcel No. 2:

Lot 5 of Tract 13514, in the County of San Bernardino, State of California, as per plat recorded in Book 220 of Maps, Page(s) 46, 47 and 48, records of said County.