

**SUBDIVISION IMPROVEMENT AGREEMENT**

**by and between**

**CITY OF CHINO**

**and**

**MAJESTIC CHINO FLIGHT, LLC**

**SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN**  
**THE CITY OF CHINO**  
**AND**  
**MAJESTIC CHINO FLIGHT, LLC**

**Agreement Date:** \_\_\_\_\_, 20\_\_\_\_

**Subdivider Name:** Majestic Chino Flight, LLC, a Delaware limited liability company

**Subdivision Description:** Subdivider has a long-term ground lease with San Bernardino County ("Owner") to develop the property located adjacent to the Chino Airport at the southeast corner of Flight and Remington Avenues. The Project site is located within a larger master planned industrial development. On March 20, 2023, the Planning Commission approved the Subdivider's applications for Site Approval, Special Conditional Use Permit, and Vesting Tentative Parcel Map No. 20561 to subdivide approximately 56.95 acres of land into three parcels ranging in size from approximately 3.74 acres to approximately 46 acres. Parcel 1 is proposed to be developed with a 925,362 square foot industrial building with loading doors facing Remington Avenue while Parcels 2 and 3, fall within the Chino Airport's Runway Protection Zone and will not include any buildings. As of the date the Owner executes this Subdivision Improvement Agreement, Subdivider and Owner have not entered into this ground lease referenced above, but shall do so, and the ground lease shall be in effect, prior to Subdivider's commencement of construction.

**Vesting Tentative Parcel Map No.:** 20561

**Estimated Total Cost of Improvements:** \$1,696,700.00

**Estimated Total Cost of Monumentation:** \$5,558.40

**Security:**

**Bond No.:** \_\_\_\_\_

**Surety:** \_\_\_\_\_

**Designees for the Service of Written Notice:**

<b>CITY:</b>  Jesus Plasencia Assistant City Engineer  13220 Central Avenue Chino, CA 91710  (909) 334-3417 <a href="mailto:jplasencia@cityofchino.org">jplasencia@cityofchino.org</a>	<b>SUBDIVIDER:</b>  Majestic Chino Flight, LLC c/o Majestic Realty Co., Manager's agent Attention: Ed Konjoyan, Senior Vice President  13191 Crossroads Parkway North 6 <sup>th</sup> Floor City of Industry, CA 91746  562-692-9581 <a href="mailto:ekonjoyan@majesticrealty.com">ekonjoyan@majesticrealty.com</a>
<b>CITY PROJECT INSPECTOR</b>  Isaac Ortega Permit & Inspection Supervisor  13220 Central Avenue Chino, CA 91710  (909) 334-3501 <a href="mailto:iortega@cityofchino.org">iortega@cityofchino.org</a>	<b>OWNER:</b>  San Bernardino County Attention: Terry W. Thompson, Director, Real Estate Services Department  385 North Arrowhead Ave San Bernardino, CA 92415  (909) 387-5104 <a href="mailto:Terry.Thompson@res.sbcounty.gov">Terry.Thompson@res.sbcounty.gov</a>

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## **SUBDIVISION IMPROVEMENT AGREEMENT**

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF CHINO, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, ("CITY"), and Majestic Chino Flight, LLC, a Delaware limited liability company (Subdivider").

### **RECITALS**

A. Subdivider has obtained approval of a subdivision map identified as Vesting Tentative Parcel Map No. 20561, (the "Map"), to subdivide approximately 56.95 acres located at the southeast corner of Flight and Remington Avenues in the City of Chino, County of San Bernardino, State of California (the "Property"), the Map and Property are as depicted on Exhibit "A". The Map requires Subdivider to comply with certain conditions of approval for the development of the Property (the "Conditions") as described on Exhibit "B".

B. Pursuant to the Conditions, Subdivider, by the Map, has (as agreed to by the signature of San Bernardino County, the "Owner" of the Property) offered for dedication to City for public use of the streets and easements shown on the Map. City desires to accept the streets and easements shown on the Map for public use, and certain other improvements described in this Agreement.

C. Subdivider has delivered to City, and City has approved, plans and specifications and related documents for certain "Works of Improvement" (as hereinafter defined) which are required to be constructed and installed in order to accommodate the development of the Property.

D. Subdivider's agreement to construct and install the Works of Improvement pursuant to this Agreement and its offer of dedication of the streets, easements and other improvements and facilities, as shown on the Map, are a material consideration to City in approving the Map and permitting development of the Property to proceed.

### **COVENANTS**

Based upon the foregoing Recitals which are incorporated herein by reference and in consideration of City's approving the Map for the Property and permitting development of the Property to proceed, Subdivider agrees to timely perform all of its obligations as set forth herein.

#### **1. Construction Obligations.**

1.1. Works of Improvement. Subdivider agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer, street lighting, landscaping, utility, and other improvements more fully described in Exhibit "B" attached hereto and pursuant to the agreed upon engineer's estimate thereof (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement (said plans and specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is \$1,696,700.00.

1.2. Other Obligations Referenced in Conditions of Vesting Tentative Map Approval. In addition to the foregoing, Subdivider shall satisfy all of the Conditions on the Map for the Property. The Conditions associated with the Map are included in Exhibit "B" attached hereto.

1.3. Intent of Plans. The intent of the Plans referenced in Section 1.1 is to prescribe a complete work of improvement which Subdivider shall perform or cause to be performed in a manner acceptable to the City Engineer, (or designee), and in full compliance with all codes and the terms of this Agreement. Subdivider shall complete a functional or operable improvement or facility, even though the Plans may not specifically call out all items of work required for Subdivider's contractor to complete its tasks, incidental appurtenances, materials, and the like. If any omissions are made or information necessary to carry out the full intent and meaning of the Plans, Subdivider or its contractor shall immediately notify its design engineer who will seek approval of the City Engineer for furnishing of detailed instructions. In the event of any doubt or question arising regarding the true meaning of any of the Plans, reference shall be made to the City Engineer whose decision thereon shall be final.

Subdivider recognizes that the Plans consist of general drawings. All authorized alterations affecting the requirements and information given on the Plans shall be in writing and approved by the City Engineer. The Plans shall be supplemented by such working or shop drawings as are necessary to adequately control the work. Without the City Engineer's prior written approval, no change shall be made by Subdivider or its contractor to any plan, specification, or working or shop drawing after it has been stamped as approved.

1.4. Survey Monuments. Before final approval of street improvements, Subdivider shall place survey monuments as shown on the Map in accordance with the provisions of the State Subdivision Map Act and the Subdivision Ordinance of the City of Chino. Subdivider shall provide security for such obligation as provided in Section 4.1(a)(iii) and, after setting the monuments, Subdivider shall furnish the City Engineer written notice of the setting of said monuments and written proof of having paid the engineer or surveyor for the setting of said monuments.

1.5. Performance of Work. Subdivider shall furnish or cause to be furnished all materials, labor, tools, equipment, utilities, transportation, and incidentals required to perform Subdivider's obligations under this Agreement.

1.6. Changes in the Work. The City Engineer, without invalidating this Agreement and without notification to any of the sureties or financial institutions referenced in Paragraph 4, may use its reasonable discretion to order extra work or may make changes by altering or deleting any portion of the Works of Improvement as specified herein or as deemed reasonably necessary or desirable by the City Engineer as determined reasonably necessary to accomplish the purposes of this Agreement and to protect the public health, safety, or welfare. The City Engineer shall notify Subdivider or its contractor in writing (by Correction Notice) at the time a determination has been made to require changes in the work. No field changes performed or proposed by Subdivider or its contractor shall be binding on City unless approved in writing by the City Engineer. The City and Subdivider shall mutually agree upon changes to the Works of Improvement, subject to the security requirements in Section 4.

1.7. Defective Work. Subdivider shall cause its contractor to repair, reconstruct, replace, or otherwise make acceptable any work found by the City Engineer to be defective prior to City Acceptance, and after Final Acceptance as required by Section 7 below.

1.8. No Warranty by City. The Plans for the Works of Improvement have been prepared by or on behalf of Subdivider or its consultants or contractors, and City makes no representation or warranty, express or implied, to Subdivider or to any other person regarding the adequacy of the Plans or related documents.

1.9. Authority of the City Engineer. In addition to the authority granted to the City Engineer elsewhere in this Agreement, the City Engineer shall have the authority to reasonably decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and all questions as to the satisfactory and acceptable fulfillment of the terms of this Agreement by Subdivider and its contractor.

1.10. Documents Available at the Site. Subdivider shall cause its contractor to keep a copy of all approved Plans at the job site and shall give access thereto to the City's inspectors and engineers at all times.

1.11. Inspection. Subdivider shall have an authorized representative on the job site at all times during which work is being done who has full authority to act for Subdivider, or its design engineer, and Subdivider's contractor(s) regarding the Works of Improvement. Subdivider shall cause its contractor to furnish the City with every reasonable facility for ascertaining whether or not the Works of Improvement as performed are in accordance with the requirements and intent of this Agreement, including the Plans. If the City inspector requests it, the Subdivider's contractor, at any time before acceptance of the Works of Improvement, shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Subdivider's contractor shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City Engineer (or designee) shall not be considered as direct control of the individual workmen on the job site. City's inspectors shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement.

The inspection of the work by City shall not relieve Subdivider or its contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

1.12. Compliance with Law; Applicable Standards for Improvements. In addition to the express provisions of this Agreement and the Plans, Subdivider shall cause construction of the Works of Improvement to be completed in accordance with all other applicable federal, state, and local laws, ordinances, rules and regulations. In addition, without limiting the foregoing, the Subdivider shall, at its expense, obtain and comply with the conditions of all necessary permits and licenses for the construction of the Works of Improvement. The Subdivider shall also give all necessary notices and pay all fees and taxes as required by law.

Subdivider shall construct the improvements in accordance with the City standards in effect on June 17, 2022 when the time the Vesting Tentative Parcel Map submittal was deemed

complete. City reserves the right to protect the public safety or welfare or comply with applicable Federal or State law or City zoning ordinances.

1.13. Suspension of Work. The City Engineer shall have authority to order suspension of the work for failure of the Subdivider's contractor to comply with law pursuant to Section 1.12. In case of suspension of work for any cause whatsoever, Subdivider and its contractor shall be responsible for all materials and shall store them properly if necessary and shall provide suitable interim drainage and/or dust control measures, and erect temporary structures where necessary.

1.14. Erosion and Dust Control and Environmental Mitigation. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters.

1.15. Final Acceptance of Works of Improvement. After Subdivider's contractor has completed all of the Works of Improvement, Subdivider shall then request a final inspection of the work. If items are found by the City's inspectors to be incomplete or not in compliance with this Agreement or any of the requirements contained or referenced herein, City will inform the Subdivider or its contractor of such items. After the Subdivider's contractor has completed these items, the procedure shall then be the same as specified above for the Subdivider's contractor's initial request for final inspection. If items are found by City's inspectors to be incomplete or not in compliance after two (2) "final" inspections, the City may require the Subdivider or its contractor, as a condition to performing further field inspections, to submit in writing a detailed statement of the work performed subsequent to the date of the previous inspection which was found to be incomplete or not in compliance at that time. Subdivider shall be responsible for payment to City Engineer of re-inspection fees in the amount necessary to cover the City's costs for additional final inspections, as determined by the City Engineer.

No inspection or acceptance pertaining to specific parts of the Works of Improvement shall be construed as final acceptance of any part until the overall final acceptance by the City Engineer is made. The City Engineer shall recommend acceptance of the Works of Improvement by the City Council. Final acceptance shall occur on the date the City Council accepts the Works of Improvement ("Final Acceptance"), and shall not constitute a waiver by the City Engineer of defective work subsequently discovered. The City Engineer and the City shall not unreasonably withhold, condition or delay their acceptance of the Works of Improvement.

The date on which the Works of Improvement will be considered as complete shall be the date of the Final Acceptance.

1.16. Vesting of Ownership. Upon Final Acceptance by City, ownership of the Works of Improvement located within the City streets and easements shown on the Map described in Recital B shall vest in the City. Owner consents to this provision.

1.17. Subdivider's Obligation to Warn Public During Construction. Until Final Acceptance, Subdivider shall give good and adequate warning to the public of any dangerous condition of the Works of Improvement and shall take reasonable actions to protect the public from such dangerous condition. Until Final Acceptance, Subdivider shall provide forty-eight (48) hours' advance written notice to all neighboring property owners and tenants affected by Subdivider's operations or construction of the hours, dates and duration of any planned construction activities.

1.18. Injury to Public Improvements, Public Property or Public Utility. Until Final Acceptance of the Works of Improvement, Subdivider assumes responsibility for the care and maintenance of, and any damage to, the Works of Improvement. Subdivider shall replace or repair all Works of Improvement which are destroyed or damaged for any reason, regardless whether resulting from the acts of the Subdivider, prior to the Final Acceptance. Subdivider shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Notwithstanding the foregoing, neither the City, nor any officer or employee thereof, shall be liable or responsible for any accident, loss or damage, regardless of cause but except for their sole negligence or intentional wrongful act, occurring to the Works of Improvement prior to Final Acceptance of the Works of Improvement.

2. Time for Performance.

2.1. Commencement and Completion Dates. Subject to Sections 2.2 and 2.3 below, Subdivider shall (i) commence with construction and installation of the Works of Improvement within one (1) year following City's approval of the Plans ("Commencement Date"); and (ii) complete or cause to be completed all of the Works of Improvement within two (2) years after the Commencement Date. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the Works of Improvement hereunder may be extended by up to three (3) additional one-year periods. Extensions shall be executed in writing by the City Engineer. The City Engineer in his or her sole reasonable discretion determines whether or not the Subdivider has established good cause for an extension. As a condition of such extension, the City Engineer may require Subdivider to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the City Engineer. If Subdivider requests and is granted an extension of time for completion of the improvements, City may apply the standards in effect at the time of the extension.

2.2. Phasing Requirements. Notwithstanding the provisions of Section 2.1, the City reserves the right to control and regulate the phasing of completion of specific Works of Improvement as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities. If City's control and regulation of the phasing of specific Works of Improvement hinders Subdivider's ability to timely complete the Works of Improvement and Subdivider is able to document such impact to the City in writing, subject to the City Engineer's reasonable written approval, the deadlines specified in Section 2.1 shall be extended for time period(s) coterminous with the period of delay caused by City's control and regulation of the phasing. In addition to whatever other remedies the City may have for

Subdivider's failure to satisfy such phasing requirements, as the same now exist or may be amended from time to time, Subdivider acknowledges City's right to withhold the issuance of further Certificate(s) of Occupancy on the Property until such phasing requirements are satisfied. Final inspections or issuance of Certificates of Occupancy may be withheld from the Subdivider by the City, if, upon a reasonable determination by the City Engineer, completion of specific Works of Improvement or other requirements associated with the development of the Property have not been completed to the City Engineer's satisfaction.

2.3. Force Majeure. Notwithstanding anything in this Agreement to the contrary, Subdivider's time for performance of its obligations shall be extended for the period of any delay caused due to circumstances beyond the control and without the fault of Subdivider, including to the extent applicable adverse weather conditions, flood, earthquakes, fires, natural disasters, acts of God, acts of the public enemy, strikes, lockouts, riots, epidemics, pandemics, quarantine restrictions, freight embargos, acts or failures to act of a public agency (including City), changes to the scope or phasing of work required by City, and similar causes; provided, however, that the period of any delay hereunder shall not include any period longer than ten (10) days prior to City's receipt of a written notice from Subdivider or its contractor detailing the grounds for Subdivider's claim to a right to extend its time for performance hereunder. The City Engineer shall evaluate all claims to Force Majeure and make a reasonable determination regarding the length of any extension of time for Subdivider's performance.

2.4. Continuous Work. After commencement of construction of the Works of Improvement (or separate portion thereof), Subdivider shall cause such work to be diligently pursued to completion and shall not abandon the work for a consecutive period or more than thirty (30) days, events of Force Majeure excepted.

2.5. Reversion to Acreage. In addition to whatever other rights City may have due to Subdivider's failure to timely perform its obligations hereunder, Subdivider recognizes that City reserves the right to revert the Property to acreage subject to the limitations and requirements set forth in California Government Code Section 66499.11 through Section 66499.20.1.

### 3. Labor.

3.1. Labor Standards. This Agreement is subject to, and Subdivider agrees to comply with, all of the applicable provisions of the Labor Code including, but not limited to, the wage and hour, prevailing wage, worker compensation, and various other labor requirements in Division 2, Part 7, Chapter 1, including section 1720 to 1740, 1770 to 1780, 1810 to 1815, 1860 to 1861, which provisions are specifically incorporated herein by reference as set forth herein in their entirety. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of the Works of Improvement.

3.2. Nondiscrimination. In accordance with the California Fair Employment and Housing Act ("FEHA"), California Government Code Section 12940 *et seq.*, Subdivider agrees that Subdivider, its agents, employees, contractors, and subcontractor performing any of the Works of Improvement shall not discriminate, in any way, against any person on the basis of race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability,

medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of this Agreement.

3.3. Licensed Contractors. Subdivider shall cause all of the Works of Improvement to be constructed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed. All of Subdivider's contractors and subcontractors shall obtain a valid City of Chino business license prior to performing any work pursuant to this Agreement. Subdivider shall provide the City Engineer with a list of all of its contractors and subcontractors prior to initiating any work, and all valid Contractor's licenses and business licenses issued thereto as a condition of constructing the Works of Improvement.

3.4. Worker's Compensation. Subdivider shall cause every contractor and subcontractor performing any of the Works of Improvement to carry Workers' Compensation Insurance as required by the Labor Code of the State of California and shall cause each such contractor and subcontractor to submit to City a Certificate of Insurance verifying such coverage prior to such contractor or subcontractor entering onto the job site.

#### 4. Security.

##### 4.1. Required Security.

(a) At the time Subdivider executes this Agreement, Subdivider shall furnish to City the following bonds, letters of credit, instruments of credit (assignment of deposit account) or other security solely based upon the provisions of Section 4.2 and satisfying the requirements of the applicable provisions of this Section 4 below (hereinafter "Security Instruments"):

- (i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of \$1,696,700.00, which is equal to 100% of the estimated construction cost referenced in Section 1.1.
- (ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount of \$848,400.00, which is equal to 50% of the estimated construction cost referenced in Section 1.1.
- (iii) A Security Instrument guaranteeing the payment of the cost of setting monuments as required in Section 1.4 in the amount of \$ 5,558.40 equal to 100% of the cost thereof.

This Agreement shall not be effective for any purpose until such Security Instruments are supplied to and approved by City in accordance herewith.

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of \$169,700.00 equal to 10% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

4.2. Form of Security Instruments. All Security Instruments shall be in the amounts required under Section 4.1 (a) or 4.1(b), as applicable, shall meet the following minimum requirements and otherwise shall be in a form provided by City or otherwise approved by the City Attorney:

(a) Bonds. For Security Instruments provided in the form of bonds, any such bond must be issued and executed by an insurance company or bank authorized to transact surety business in the State of California. Any insurance company acting as surety shall have a minimum rating of A-IX, as rated by the current edition of Best's Key Rating Guide published by A.M. Best's Company, Oldwick, New Jersey, 08858. Any bank acting as surety shall have a minimum rating of AA, as rated by Moody's or Standard & Poor's.

(b) Letters of Credit. For Security Instruments which are letters of credit, any letter of credit shall be an original separate unconditional, irrevocable, negotiable and transferable commercial letter of credit issued by a financial institution with offices in the State of California acceptable to City. Any such letter of credit shall specifically permit City to draw on same by unilateral certification of the City Engineer of the City that Subdivider is in default under its payment or performance obligations hereunder or in the event Subdivider fails to deliver a replacement letter of credit not less than thirty (30) days prior to the date of expiration of any such letter of credit and shall further be subject to the provisions of Section 4.4.

(c) Instrument of Credit. For Security Instruments which are Instruments of Credit, any Instrument of Credit shall be an assignment of deposit account assigning as security to City all of Subdivider's interest in funds on deposit in one or more bank accounts with financial institutions acceptable to City.

(d) General Requirements for all Security Instruments.

(i) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the City of Chino, State of California (and the Security Instrument shall so provide).

(ii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Subdivider's completing the Works of Improvement, in accordance with Section 2.1 (other than Instruments of Credit, which shall have no defined term or expiration date).

- (iii) Each Security Instrument shall provide that changes may be made in the Works of Improvement pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.
- (iv) If the Subdivider seeks to replace any security with another security, the replacement shall: (1) comply with all the requirements for security in this Agreement; (2) be provided by the Subdivider to the City Engineer; and (3) upon its written acceptance by the City Engineer, which shall not be unreasonably withheld, conditioned or delayed, be deemed a part of this Agreement. Upon the City Engineer's acceptance of a replacement security, the former security shall be released by the City.

4.3. Subdivider's Liability. While no action of Subdivider shall be required in order for City to realize on its security under any Security Instrument, Subdivider agrees to cooperate with City to facilitate City's realization under any Security Instrument, and to take no action to prevent City from such realization of any Security Instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Subdivider shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall in the event of such expiration or failure, within ten (10) days after written demand therefor, deliver to City such substitute security as City shall reasonably require satisfying the requirements in this Section 4.

4.4. Letters of Credit.

(a) In the event a letter of credit is given pursuant to Section 4.2(b), City shall be entitled to draw on any such letter of credit if a replacement letter of credit (expiring in not less than one (1) year, unless City agrees to a lesser term in City's sole and absolute discretion) is not delivered not less than thirty (30) days prior to the expiration of the original letter of credit, such substitute letter of credit being in the same amount and having the terms and conditions as the initial letter of credit delivered hereunder, issued by a financial institution reasonably acceptable to City as of the date of delivery of the replacement letter of credit. Notwithstanding anything herein to the contrary, prior to City's draw on any such letter of credit, City shall provide Subdivider with ten (10) days' written notice of its intent to draw on the letter of credit.

(b) In the event of draw by the City on a letter of credit, the City may elect, in its sole and absolute discretion, to apply any such funds drawn to the obligations secured by such letter of credit or to hold such funds in an account under the control of the City, with no interest accruing thereon for the benefit of the Subdivider. If the City elects to hold the funds in an account pursuant to the foregoing, City may thereafter at any time elect instead to apply such funds as provided in the foregoing. Subdivider agrees and hereby grants City a security

interest in such account to the extent required for City to realize its interests therein and agrees to execute and deliver to City any other documents requested by City in order to evidence the creation and perfection of City's security interest in such account.

4.5. Release of Security Instruments. The City shall release all Security Instruments consistent with Government Code Sections 66499.7 and 66499.8, Section 19.09.010 of the Chino Municipal Code, and as follows:

(a) City shall release the Faithful Performance Security Instrument and Labor and Materials Security Instrument when all of the following have occurred:

- (i) Subdivider has made written request for release and provided evidence of satisfaction of all other requirements in this Section 4.5;
- (ii) the Works of Improvement have been accepted;
- (iii) Subdivider has delivered the Maintenance and Warranty Security Instrument; and
- (iv) after passage of the time within which lien claims are required to be made pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. If lien claims have been timely filed, City shall hold the Labor and Materials Security Instrument until the earlier of: such claims have been resolved, Subdivider has provided a statutory bond, or otherwise as required by applicable law.

(b) City shall release the Maintenance and Warranty Security Instrument upon Subdivider's written request upon the expiration of the warranty period, and settlement of any claims filed during the warranty period.

(c) The City may retain from any security released, an amount sufficient to cover reasonable costs, expenses and fees, including reasonable attorney's fees.

5. Cost of Construction and Provision of Inspection Service.

5.1. Subdivider Responsible for All Costs of Construction. Subdivider shall be responsible for payment of all costs incurred for construction and installation of the Works of Improvement. In the event Subdivider is entitled to reimbursement from City for any of the Works of Improvement, such reimbursement shall be subject to a separate Reimbursement Agreement to be entered into between Subdivider and City prior to construction of the Works of Improvement.

5.2. Payment to City for Cost of Related Inspection and Engineering Services. Subdivider shall compensate City for all of City's costs reasonably incurred, in accordance with state law, in having its authorized representative make the usual and customary inspections of the Works of Improvement. In addition, Subdivider shall compensate City for all of its costs

reasonably incurred for design, plan check, and evaluating any proposed or agreed-upon changes in the Works of Improvement. The procedures for deposit and payment of such fees shall be as reasonably established by the City. In no event shall Subdivider be entitled to additional inspections or a final inspection and acceptance of any of the Works of Improvement until all City fees and charges have been fully paid, including without limitation, charges for applicable penalties and additional required inspections.

5.3. Payment of Development Impact Fees. Subdivider shall pay Development Impact Fees in effect as of June 17, 2022 when the Map submittal was deemed complete.

6. Acceptance of Offers of Dedication. The City Council shall pass as appropriate resolution or resolutions accepting all offers of dedication shown on the Map for the Property, with acceptance to become effective upon completion and acceptance by City of the Works of Improvement. Such resolution(s) shall authorize the City Clerk to execute the Certificate made a part of the Map regarding said acceptance of the offer of dedication. City shall use good faith efforts to promptly accept all offers of dedication.

7. Warranty of Work. Subdivider shall guarantee all Works of Improvement against defective materials and workmanship for a period of one (1) year from the date of final acceptance. If within said one (1) year period, due to any reason other than improper maintenance, any of the Works of Improvement should fail or prove defective or if any settlement of fill or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Subdivider, within thirty (30) days after written notice of such defects, subject to force majeure, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing and diligently prosecuted to completion. Should Subdivider fail to commence to remedy defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City shall provide notice to Subdivider that it will commence such repairs and replacements, may thereafter make such repairs and replacements, and the reasonable actual cost of the required labor and materials shall be chargeable to and payable by Subdivider. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law.

8. Default.

8.1. Default by Subdivider. Default by Subdivider shall include, but not be limited to:

- (a) Subdivider's failure to timely commence construction of Works of Improvement under this Agreement;
- (b) Subdivider's failure to timely complete construction of the Works of Improvement;
- (c) Subdivider's failure to perform substantial construction work for a period for thirty (30) consecutive calendar days after commencement of the work;

- (d) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within 120 days;
- (e) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (f) Subdivider's failure to perform any other obligation under this Agreement, after the giving of notice and expiration of applicable cure period.

8.2. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Subdivider's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Subdivider. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required improvements. The City may use the sums provided by the securities, pursuant to the terms of this Agreement, for the completion of the Works of Improvement in accordance with the plans. In the event the Subdivider fails to cure any failure to perform its obligations under this Agreement, and the same results in a default in accordance with the last sentence of this Section 8.2, Subdivider authorizes the City to (i) perform the obligation for which Subdivider is in default and agrees to pay the entire reasonable cost of such performance by the City, and (ii) take over the work and complete the Works of Improvement, by contract or by any other method City deems appropriate, at the expense of the Subdivider. In such event, City, without liability for doing so, may complete the Works of Improvement using any of Subdivider's materials, appliances, plans and other property that are at the work site and that are necessary to complete the Works of Improvement. Notwithstanding any provision of this Agreement to the contrary, Subdivider shall not be in default under this Agreement unless and until City provides written notice of any failure of Subdivider to perform its obligations hereunder to Subdivider and to Subdivider's surety, and such failure shall continue for thirty (30) days after Subdivider and Subdivider's surety receive City's written notice, provided that, if more than thirty (30) days are reasonably required to cure the such failure to perform, then such thirty (30) day period shall be extended for such longer period of time as Subdivider reasonably requires to cure the failure to perform so long as Subdivider commences cure within such thirty (30) day period and thereafter diligently pursues such cure to completion.

8.3. Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Subdivider hereunder, the Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of the City. Additionally, any remedy specifically provided in this Agreement shall be in addition to, and not exclusive of, City's right to pursue any other administrative, legal, or equitable remedy to which it may be entitled.

8.4. Attorney's Fees and Costs. In the event that Subdivider fails to perform any obligation under this Agreement after giving of notice and expiration of applicable cure periods, Subdivider agrees to pay all reasonable costs and expenses incurred by City in securing

performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Subdivider's or City's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

8.5. Waiver. No waiver by the City of any breach or default by the Subdivider shall be considered valid unless in writing, and no such waiver by the City shall be deemed a waiver of any subsequent breach or default by the Subdivider.

9. Indemnity/Hold Harmless. City or any officer, employee or agent thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in each case due to Subdivider's failure to properly perform Subdivider's obligations under this Agreement. Subdivider further agrees to protect, defend, indemnify and hold harmless City, its officials, boards and commissions, and members thereof, agents, and employees from any and all third party claims, demands and causes of action, as well as any and all liability or loss of any sort resulting from such claims, demands and causes of action, because of, or arising out of, acts or omissions) of Subdivider, its agents, employees, contractors and subcontractors resulting in the failure of Subdivider to properly perform its obligations under this Agreement, except to the extent such claims, demands, causes of action, liability or loss are attributable to the sole negligence or intentional wrongful act of the City, its officials, boards, commissions, the members thereof, agents and employees, including all third party claims, demands, causes of action, as well as all liability or loss resulting from such third party claims, demands, and causes of action, because of or arising out of, in whole or in part, the design or construction of the Works of Improvement by or for the benefit of Subdivider. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Works of Improvement as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other improvements in each case constituting Works of Improvement. Final Acceptance of the Works of Improvement shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement Plans or Map, except to the extent of any negligent action or inaction taken or intentional wrongful act by the City in approving the Plans or Map.

After Final Acceptance, the Subdivider shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect of any Works of Improvement for a period of one (1) year following such recordation. Notwithstanding any provision of this Section 9 to the contrary, Subdivider shall (i) not be responsible for routine maintenance and (ii) have no obligation to indemnify, defend or hold harmless any indemnified party from any claims, demands, causes of action, liability or loss if the same arises due to the

sole negligence or intentional wrongful act of the City or any other indemnified party. Clause (ii) in the preceding sentence in no way changes the exculpation of the City for liability pursuant to the last sentence of the preceding paragraph. The Security Instruments shall not be required to cover the provisions of this Paragraph.

Subdivider shall reimburse the City for all reasonable costs and expenses, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs, incurred by City in enforcing this Section. Subdivider's indemnity obligations specified in this Section shall automatically terminate one (1) year after Final Acceptance.

10. Subdivider's Indemnity of Project Approval. Subdivider shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any third party claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, advisory agency, appeal board, or legislative body concerning the Subdivision. The City shall promptly notify the Subdivider of any claim, action, or proceeding and cooperate fully in the defense of any such claim, action, or proceeding. In the event City fails to promptly notify the Subdivider of any claim, action, or proceeding, or if the City fails to cooperate in the defense, the Subdivider shall not thereafter be responsible to defend, indemnify, or hold harmless the City or any other indemnified party. Nothing in this Section prohibits the City from participating in the defense of any claim, action, or proceeding if City bears its own attorney's fees and costs and defends the action in good faith. Subdivider shall not be required to pay or perform any settlement unless the settlement is approved by the Subdivider.

11. Insurance Requirements. Subdivider, at Subdivider's sole cost and expense and for the full term of this Agreement and any extensions thereto, shall obtain and maintain all of the following minimum insurance requirements in a form reasonably approved by the City's authorized designee for Risk Management prior to commencing any work:

(a) Commercial General Liability policy with a minimum \$1 million limit for bodily injury and property damage providing all of the following minimum coverage without deductibles:

- (i) Premises operations; including X, C, and U coverage;
- (ii) Owners' and contractors' protective;
- (iii) Blanket contractual liability;
- (iv) Completed operations; and
- (v) Products liability.

(b) Commercial Business Auto policy with a minimum \$1 million combined single limit for bodily injury and property damage, providing all the following minimum coverage without deductibles:

- (i) Coverage shall apply to all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement; and
  - (ii) All mobile equipment including cranes which are not covered under the above Commercial Business Auto policy shall have said coverage provided under the Commercial General Liability policy.
- (c) Workers Compensation and Employers' Liability policy in accordance with the laws of the State of California and providing coverage for all employees of the Subdivider:
- (i) This policy shall provide coverage for Workers' Compensation (Coverage A); and
    - (i) This policy shall provide coverage for \$1,000,000 Employers' Liability (Coverage B).
    - (ii) Pursuant to Labor Code section 1861, Subdivider by executing this Agreement certifies: *"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."*
    - (iii) Prior to commencement of work, the Subdivider shall file with the City's Risk Manager a Certificate of Insurance or certification of permission to self-insure workers' compensation conforming to the requirements of the Labor Code.
- (d) Endorsements. All the following endorsements are required to be made a part of each of the above-required policies as stipulated below:
- (i) "The City of Chino, its officers, employees and agents are hereby added as additional insureds."
  - (ii) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess, including any self-insured retention the City may have and any other insurance the City does possess shall be considered excess insurance only."
  - (iii) "This insurance shall act for each insured and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of the insuring company."
  - (iv) "Thirty (30) days prior written notice of cancellation shall be given to the City of Chino in the event of cancellation and/or reduction in

coverage, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium." Such notice shall be sent to the Risk Manager at the address indicated in Subsection f below.

(v) Subsection d(iv) hereinabove "Cancellation Notice" is the only endorsement required of the Workers' Compensation and Employers' Liability policy.

(e) Admitted Insurers. All insurance companies providing insurance to the Subdivider under this Agreement shall be admitted to transact the business of insurance by the California Insurance Commissioner.

(f) Proof of Coverage. Copies of all required endorsements shall be attached to the Certificate of Insurance which shall be provided by the Subdivider's insurance company as evidence of the coverage required herein and shall be mailed to:

City of Chino  
Risk Management  
13220 Central Avenue  
Chino, CA 91710

## 12. Environmental Warranty.

12.1. Prior to the acceptance of any dedications or Works of Improvement by City, Subdivider and Owner, as applicable, shall provide City with a written warranty in a form substantially similar to Exhibit "C" attached hereto and incorporated herein by reference.

12.2. Subdivider and Owner, as applicable, shall, promptly after acquiring actual knowledge of the same, give written notice to City of:

(a) Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(b) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

(c) Subdivider's or Owner's discovery, as applicable, of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

## 13. General Provisions.

13.1. Successors and Assigns. This Agreement shall be binding upon all successors and assigns to Subdivider's right, title, and interest in and to the Property and any portion thereof. Owner hereby consents to City recording this Agreement as official records of San Bernardino County, affecting fee title interest to the Property to provide constructive notice of the rights and obligations incurred by Subdivider in the City's approval of this Agreement. In the event the Property is subsequently assigned by Subdivider to a third party prior to completion of the Works of Improvement, whereby the third party is intended to assume Subdivider's responsibilities with regard to this Agreement, (the "Replacement Subdivider"), the rights and obligations of this Agreement shall transfer to the Replacement Subdivider; however, the Security Instruments required pursuant to Section 4 of this Agreement, and furnished by Subdivider as a condition of the City's approval of this Agreement, shall remain Subdivider's responsibility to maintain until such time as Subdivider and its Replacement Subdivider enter into a Transfer and Assignment of Subdivision Agreement, (the "Transfer Agreement"), to acknowledge the transfer of the interest to the Property from the Subdivider to its Replacement Subdivider, and to acknowledge the rights and obligations associated with this Agreement upon the Replacement Subdivider, including Replacement Subdivider's responsibility to furnish replacement Security Instruments meeting the City's approval pursuant to Section 4 of this Agreement. Until such time as a Transfer Agreement, meeting the City's approval, is executed by Subdivider and its Replacement Subdivider, and replacement Security Instruments meeting City's approval are furnished by the Replacement Subdivider, Subdivider retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement. Notwithstanding anything to the contrary in this Agreement, Subdivider's indemnity and other obligations specified in this Agreement shall automatically terminate one (1) year after the Final Acceptance, with no litigation filed by any third party before the expiration of this one-year period, and if any such litigation is so filed, then the applicable provisions shall continue in force only with respect to such filed litigation until finally resolved.

13.2. No Third-Party Beneficiaries. This Agreement is intended to benefit only the parties hereto and their respective successors and assigns. Neither City nor Subdivider intend to create any third-party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

13.3. No Vesting Rights. Performance by the Subdivider of this Agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance. Notwithstanding the foregoing, Subdivider has vested rights created in connection with the City's approval of Vesting Tentative Parcel Map No.: 20561.

13.4. Subdivider is Not Agent of City. Neither Subdivider nor Subdivider's agents, contractors, or subcontractors are agents or contractors of the City in connection with the performance of Subdivider's obligations under this Agreement.

13.5. Time of the Essence. Time is of the essence of City's and Subdivider's performance of all of its respective obligations under this Agreement.

13.6. Notices. Unless otherwise specified in this Agreement, all notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date

is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notice shall be provided to the persons listed on Pages 1 and 2 of this Agreement by the parties for this purpose.

Either party may provide a new designated representative and/or address by written notice as provided in this Section.

13.7. No Apportionment. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements pursuant to the provisions of the City ordinances providing, therefore. Nor shall anything in the Agreement commit City to any such apportionment.

13.8. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

13.9. Captions. The captions of this Agreement are for convenience and reference only and shall not be used in the interpretation of any provision of this Agreement.

13.10. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

13.11. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

13.12. Entire Agreement; Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof, except as may be expressly provided herein. All waivers of the provisions of this Agreement must be in writing and signed by an authorized representative of the party to be charged, and all amendments hereto must be in writing and signed by the appropriate representatives of both parties.

13.13. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

14. Authority. The persons executing this Agreement on behalf of the parties warrant the (i) party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into of this Agreement does not violate any provisions of any other agreement to which said party is bound.

***[SIGNATURES ON NEXT PAGE]***

**IN WITNESS WHEREOF**, the City, Owner and the Subdivider have caused this Agreement to be executed the day and year first above written.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Fred Galante  
City Attorney

Dated: \_\_\_\_\_

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Hye Jin Lee, P.E.  
Director of Public Works

Dated: \_\_\_\_\_

**MAJESTIC CHINO FLIGHT, LLC,  
a Delaware limited liability company**

By: MAJESTIC REALTY CO.,  
a California corporation

Its: Manager's Agent

By: \_\_\_\_\_  
(Name and Title)

Dated: \_\_\_\_\_

**SAN BERNARDINO COUNTY**

\_\_\_\_\_  
Dawn Rowe  
Chair, Board of Supervisors

Dated: \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_  
Natalie Gonzaga, City Clerk

Dated: \_\_\_\_\_

**CITY OF CHINO**

\_\_\_\_\_  
Dr. Linda Reich, City Manager

Dated: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
*Date Here Insert Name and Title of the Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

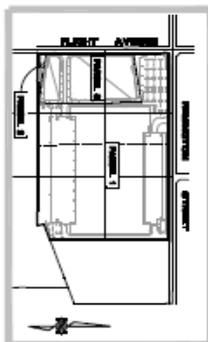


# EXHIBIT "A"

## VESTING TENTATIVE PARCEL MAP

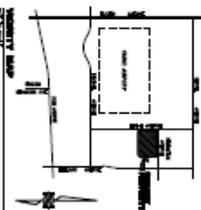
### VESTING TENTATIVE PARCEL MAP NO. 20561

**PROPERTY LINE, DISPOSITION**  
 THE CITY OF LOS ANGELES HAS REVIEWED THE ABOVE PARCEL MAP AND HAS DETERMINED THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND THE SUBDIVISION MAP ACT REGULATIONS. THE CITY OF LOS ANGELES HAS REVIEWED THE ABOVE PARCEL MAP AND HAS DETERMINED THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND THE SUBDIVISION MAP ACT REGULATIONS. THE CITY OF LOS ANGELES HAS REVIEWED THE ABOVE PARCEL MAP AND HAS DETERMINED THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND THE SUBDIVISION MAP ACT REGULATIONS.



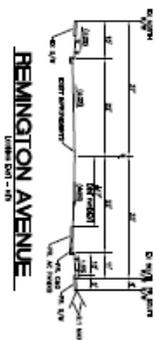
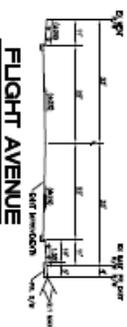
PROPERTY MAP

- 1. THE CITY OF LOS ANGELES HAS REVIEWED THE ABOVE PARCEL MAP AND HAS DETERMINED THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND THE SUBDIVISION MAP ACT REGULATIONS.
- 2. THE CITY OF LOS ANGELES HAS REVIEWED THE ABOVE PARCEL MAP AND HAS DETERMINED THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND THE SUBDIVISION MAP ACT REGULATIONS.
- 3. THE CITY OF LOS ANGELES HAS REVIEWED THE ABOVE PARCEL MAP AND HAS DETERMINED THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND THE SUBDIVISION MAP ACT REGULATIONS.



PROPERTY MAP

**STREETS**  
 THE CITY OF LOS ANGELES HAS REVIEWED THE ABOVE PARCEL MAP AND HAS DETERMINED THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND THE SUBDIVISION MAP ACT REGULATIONS.

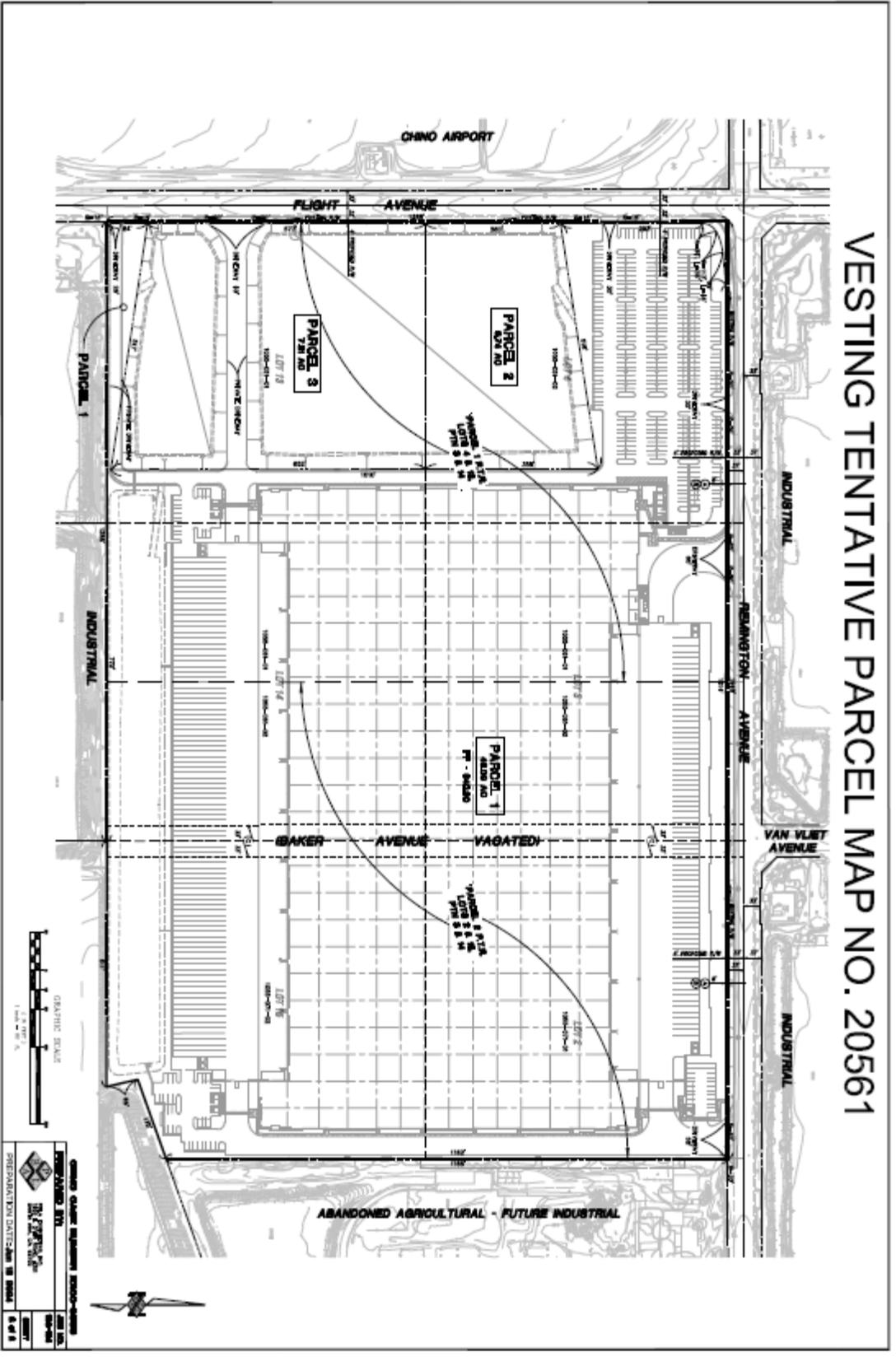


**CONSTRUCTION DETAILS**  
 THE CITY OF LOS ANGELES HAS REVIEWED THE ABOVE PARCEL MAP AND HAS DETERMINED THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND THE SUBDIVISION MAP ACT REGULATIONS.

**CONSTRUCTION DETAILS**  
 THE CITY OF LOS ANGELES HAS REVIEWED THE ABOVE PARCEL MAP AND HAS DETERMINED THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND THE SUBDIVISION MAP ACT REGULATIONS.

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# VESTING TENTATIVE PARCEL MAP NO. 20561



## **EXHIBIT "B"**

### **PARCEL MAP 20561 WORKS OF IMPROVEMENT**

- A. Removal of undesirable, dangerous and dead plant materials and roots.
- B. All offsite grading as specified on the approved grading plan.
- C. Relocation of all public utility structures as necessary to properly construct the required improvements.
- D. Storm drain facilities as required and shown on the City-approved construction plans.
- E. Sanitary sewers constructed as shown on the City-approved, engineered plans.
- F. Water mains, valves, hydrants, services, meters and appurtenances to serve each lot as shown on the City-approved construction plans.
- G. Underground installation of all electrical, telephone, cable television and any other energy or communication lines that abut the project site.
- H. A street lighting system (City-owned) in accordance with the City-approved construction plans.
- I. Disposal of all rocks and debris located within any public right-of-way within said development or on the boundary streets thereof.
- J. Installation of concrete curbs, gutters, sidewalks, cross gutters, driveways and intersections as shown on City-approved construction plans.
- K. Installation of asphalt concrete or Portland Cement Concrete street pavement on base material as shown on approved construction plans and in accordance the City-approved construction plans.
- L. Street signs at intersections per the City-approved construction plans.
- M. Installation of approved landscaping (plants and materials) per the City-approved construction plans.
- N. Setting monuments as required by the State Code.

The Subdivider shall also perform all work and furnish all materials necessary, in the reasonable opinion of the Director of Public Works or her designee and on his order, to complete the improvements in accordance with the plans and specifications on file as hereinbefore specified, or any changes as required by Section 1.6 of the Agreement.

## **EXHIBIT “C”**

### **PARCEL MAP 20561**

#### **ENVIRONMENTAL WARRANTY**

As a condition precedent to acceptance of the dedications and public improvements to be conveyed to the City of Chino for the above-referenced Subdivision, Subdivider and Owner hereby warrant to the City of Chino that:

1. To Subdivider’s and Owner’s actual knowledge, (i) neither the property to be dedicated nor Subdivider/Owner are in violation of any environmental law with respect to the property shown in Vesting Tentative Parcel Map 20561, and (ii) neither the property to be dedicated nor the Subdivider/Owner are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated. The actual knowledge qualifier, as used in Sections 1 and 2 of this Exhibit C, in no way limits Subdivider’s and Owner’s liability under applicable environmental law.

2. Neither Subdivider or Owner, nor, to Subdivider’s and Owner’s actual knowledge, any other person with Subdivider’s permission to be upon the property to be dedicated has used, generated, manufactured, produced, or released, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this warranty, the term “Hazardous Substances” shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as “Toxic Materials” in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

3. Subdivider and Owner have not caused or permitted the release of and has no knowledge of the release or presence of any Hazardous Substance on the property to be dedicated or the migration of any Hazardous Substance from or to any other property adjacent or in close proximity to the property to be dedicated, except in compliance with all applicable environmental laws.

4. Owner’s prior and present use of the property to be dedicated has not resulted in the release of any Hazardous Substance on the property to be dedicated, except in compliance with all applicable environmental laws.

5. All persons executing this warranty hereby represent and warrant to the City of Chino, and Subdivider and Owner hereby represent and warrant, that the signators hereto have the legal power, right and authority to execute this warranty on behalf of the

Subdivider and Owner, and that the signators hereto have sufficient knowledge or expertise, either personally, through reasonable inspection and investigation of the property, or through reasonable reliance upon the investigation and professional opinion of Subdivider's and Owner's environmental experts, to make the representations herein, and that no consent of any other party is required to execute this warranty and make the representations herein on behalf of the Subdivider or Owner to the City of Chino. Notwithstanding the above, the sufficient knowledge or expertise of the signator for Owner means the actual present knowledge of Terry Thompson, Director, Real Estate Services Department, who is the person most knowledgeable on this matter on behalf of Owner.

Each of the undersigned persons declares under penalty of perjury that the foregoing is true and correct.

Dated: \_\_\_\_\_

**SUBDIVIDER\***

By: \_\_\_\_\_

**OWNER\***

By: \_\_\_\_\_  
Dawn Rowe  
Chair, Board of Supervisors

\*Proof of authorization for Subdivider's and Owner's signatures is required to be submitted concurrently with this environmental warranty.