

**AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS  
PROJECT: ROAD & DRAINAGE IMPROVEMENTS – TRACT MAP NO. 20016**

WHEREAS the undersigned Subdivider/Developer (herein "Subdivider"), has submitted its Final Map for the above-referenced project to San Bernardino County (hereinafter "County") for approval; and

WHEREAS Subdivider has not completed all of the work, or made all of the improvements required by Title 8 of the County Code or such other ordinances of County requiring construction of improvements in conjunction with land divisions, subdivisions, and the like, hereinafter collectively referred to as "said ordinance"; and

WHEREAS Subdivider desires to enter into an agreement to provide for the completion of the work and making of the improvements and to furnish security for the performance of this agreement and to guarantee the work for a period of one year following the completion and final acceptance by the County in accordance with the provisions of said ordinance and County Code;

NOW THEREFORE, in consideration of the approval of said Final Map by County, and as a condition of such approval, Subdivider promises and agrees at Subdivider's own expense to do all of the work and make all of the improvements required by said ordinance as follows:

1. The list of work and improvements as shown on Page 4 hereof is only a general designation of the work and improvements and is not intended to limit the work required on the approval of amended plans and specifications referred to in Paragraph 2 below.

2. All of said work shall be done and improvements made and completed which are shown on and in strict compliance with applicable plans and specifications and any subsequent alterations thereto. Any subsequent alterations in said plans and specifications and the work to be performed may be accomplished without first giving prior notice thereof to Surety, unless the estimated cost of any changes or alterations in said work exceeds ten percent (10%) of the original estimated cost of the improvements, then the consent of the Surety shall be obtained. Absent such consent, the Surety's obligations shall not exceed the cost of improvements to be constructed under the originally approved plans prior to any alteration. In no event shall any alteration result in exonerating the Surety's obligations.

3. All work required in this agreement shall be completed and improvements made within two (2) years from the date of this agreement, unless such time is extended by County upon written application of Subdivider. Subdivider shall maintain the work performed and the improvements in accordance with this agreement for one (1) year following the completion and final acceptance by the County of the work and improvements.

4. The making of an application for an extension of time by Subdivider shall, upon the granting of the application by County, constitute a waiver by Subdivider of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by County within a period of four (4) years immediately following the date to which the time of performance is extended.

5. Subdivider further agrees that any and all grading done or to be done in conjunction with the development of said project shall conform to the requirements of San Bernardino County Code and any other applicable ordinances regulating excavations and fills (e.g., grading regulations) and shall be completed within the period of time described above and prior to the acceptance by or on behalf of the County of the work and improvements, in order that the improvements will not be endangered by improper drainage or other hazards.

6. Subdivider promises and agrees to maintain all of:

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A. Road and Drainage: Repair of pavement, curbs, gutters, sidewalks, parkways, drainage facilities, and removal of debris from drainage facilities, sweeping, repairing and maintaining in good and safe condition all streets and street improvements.

B. Sewer System: Repair of sewer system, and removal of debris from sewer system; repairing and maintaining in good and safe condition all sewer system improvements.

C. Water System: Repair and/or removal of debris from the water system; repairing and maintaining in good and safe condition the water system improvements.

D. It shall be Subdivider's responsibility to initiate the work described in this Paragraph.

1. If Subdivider should fail to do so Subdivider shall promptly perform such maintenance when notified to do so by the County Director of Public Works.

2. Upon failure of Subdivider to properly maintain, County may do all necessary work required by this Paragraph, the cost thereof being chargeable to Subdivider under this agreement.

7. Subdivider agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this agreement from any cause whatsoever prior to final acceptance by the County of all the work and improvements constructed under this agreement, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Subdivider's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

8. If Subdivider fails to install all or any part of the improvements required by this agreement within the time set forth herein, or fails to comply with any other obligation contained herein, Subdivider shall be liable to the County for any administrative expenses and attorney's fees incurred in obtaining compliance with this agreement and any such expenses and fees incurred in bringing any action for damages or for any other remedies permitted by law.

9. Upon default of any obligation hereunder, and at any time after any such default, County may make written demand upon Subdivider to immediately remedy the default or complete the work.

A. If said remedial activities or completion of work are not commenced within seven (7) days after such demand is made and are not thereafter diligently prosecuted to completion and fully completed within thirty (30) days after the making of such demand (or such other time as may be contained in said demand), County may then complete or arrange for completion of all remaining work or conduct such remedial activity as in the sole judgment of County may be required, all at the full expense and obligation of Subdivider and all without the necessity of giving any further notice to Subdivider before County performs or arranges for performance of any remaining work or improvements, and whether or not Subdivider has constructed any of the required improvements at the time.

B. In the event County elects to complete or arrange for completion of remaining work and improvements, the County may require all work by Subdivider to cease in order to permit adequate coordination by the County for completing any remaining work and improvements.

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10. All work and improvements done pursuant to this agreement shall conform to the standards applicable at the time the work is actually commenced.

11. Should Subdivider fail to commence or complete improvements required by this agreement, then County may elect, as permitted by law, to revert subdivided property to acreage. In this event, the cost of the processing of the property back to acreage shall be paid directly by Subdivider and shall be secured by the securities required by this agreement.

12. Subdivider shall provide security in amounts as shown on Page 4 hereof to:

A. Guarantee performance under this agreement.

B. Guarantee payment to any contractors, subcontractors, and persons furnishing labor, materials and equipment to them for the performance of the work herein described.

C. Guarantee the work for a period of one year following completion and final acceptance thereof by County against any defective work or labor done, or defective materials furnished.

13. Subdivider acknowledges and agrees to County regulations governing signs and advertising structures.

A. Subdivider agrees and consents to removal by County of all signs erected, placed, or situated in violation of any County ordinance governing size, location, or required permits.

B. Removal shall be at the expense of the Subdivider and Subdivider shall indemnify, defend (with counsel reasonably approved by County) and hold harmless the County from any and all claim, action or demand arising out of or incurred as a result of such removal, consistent with the provisions set forth in Paragraph 7 above.

C. Subdivider agrees that said signs may be erected only pursuant to a permit issued by the County upon payment of necessary fees or deposits.

14. Subdivider agrees to immediately notify Surety and County of any transfer of subject tract or of any interest therein whether voluntary or involuntary and agrees to condition any voluntary transfer of the tract upon prior assumption of the obligations contained herein by the transferee in a form approved by County. Failure to comply with the terms of this section shall give County the right, upon twenty (20) days notice to Subdivider and Surety, to declare a default and thereafter pursue any action for damages or for any other remedies permitted by law.

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(I) Work and improvements shall consist of:

Construction of Road and Drainage Improvements as shown on the Street Improvement Plans for **TRACT MAP NO. 20016**, located in the **Fontana** area, approved by **San Bernardino County Land Use Services Department** on **October 28, 2022**.

(II) (Security)	Performance	<b><u>\$110,000.00</u></b>
	Labor and Material	<b><u>\$55,000.00</u></b>
	Other: Guarantee/Warranty	<b><u>\$11,000.00</u></b>

Said securities shall be in the form \_\_\_\_\_  
(Cash, Bond, Instrument of Credit, etc.)

**PRINCIPAL:** Inland Senior Development LLC  
(Print/Type Name)

_____	<b>ADDRESS:</b>
(Type/Print Name & Title)	_____

_____	_____
(Notarized Signature)	_____

_____	<b>PHONE:</b> (____)_____
(Type/Print Name & Title)	

_____	
(Notarized Signature)	

SAN BERNARDINO COUNTY

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

ATTEST:

Signed and Certified that a copy of this document has been delivered to the Chairman of the Board  
LYNNA MONELL  
Clerk of the Board of Supervisors of San Bernardino County

Approved as to legal form  
TOM BUNTON, County Counsel  
\_\_\_\_\_

Date \_\_\_\_\_

By: \_\_\_\_\_  
(Deputy)