

# DRAFT

## ATTACHMENT "A" List of Conditions for PFR26-00001

Approval Date: April 08, 2026  
Effective Date: April 21, 2026  
Expiration Date: April 21, 2029

This list of conditions applies to: Consideration of Public Facility Review PFR26-00001 to construct one active pocket park within Tract 18955-3 (Lot A) on 0.39 gross acres, to be maintained by the HOA (Applicant: Silverwood Development; APN: 0397-012-41)

The use shall not be established until all conditions of this land use approval application have been met. This approved land use shall become null and void if all conditions have not been completed by the expiration date noted above. Extensions of time may be granted upon submittal of the required application and fee prior to the expiration date.

(Note: the "COMPLETED" and "COMPLIED BY" spaces are for internal City use only).

### CONDITIONS REQUIRED AS PART OF SUBMITTAL OF PUBLIC IMPROVEMENT PLANS

COMPLETED  
NOT IN COMPLIANCE

COMPLIED BY

DUST CONTROL. Dust control shall be maintained before, during, and after all grading operations. (B)

COMPLETED  
NOT IN COMPLIANCE

COMPLIED BY

GRADING PLAN. The Developer shall submit a Grading Plan with existing contours tied to an acceptable City of Hesperia benchmark. The grading plan shall indicate building footprints and proposed development of the retention basin(s) as a minimum. Site grading and building pad preparation shall include recommendations provided per the Preliminary Soils Investigation. All proposed walls shall be indicated on the grading plans showing top of wall (tw) and top of footing (tf) elevations along with finish grade (fg) elevations. Wall height from finish grade (fg) to top of wall (tw) shall not exceed 6.0 feet in height. Grading Plans are subject to a full review by the City of Hesperia and the City Engineer upon submittal of the Improvement Plans. (E)

COMPLETED  
NOT IN COMPLIANCE

COMPLIED BY

INDEMNIFICATION(1). To the furthest extent allowed by law, Applicant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, damages and costs (including attorney's fees, litigation expenses and administrative record preparation costs) arising from, resulting from, or in connection with any Third-Party Action (as hereinafter defined). The term "Third Party Action" collectively means any legal action or other proceeding instituted by (i) a third party or parties, or (ii) a governmental body, agency or official other than the City, that: (a) challenges or contests any or all of these Conditions of Approval or any approval associated with entitlements associated with the project to which these conditions of approval apply (collectively "Approvals"); or (b) claims or alleges a violation of CEQA or another law in connection with the Approvals by the City, or the grant, issuance or approval by the City of any or all Approvals. Applicant's obligations under

this paragraph shall apply regardless of whether City or any of its officers, officials, employees, consultants, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this section shall survive any termination, revocation, overturn, or expiration of an approval. (P)

**COMPLETED**  
NOT IN COMPLIANCE

**COMPLIED BY**

INDEMNIFICATION(2). Nothing in this condition shall obligate the City to defend any claim and the City shall not be required to pay or perform any settlement arising from any such claim unless the City approves the settlement in writing. Additionally, the City shall not be prohibited from independently defending any claim, and whether or not the City does decide to independently defend a claim, the applicant shall be responsible for City's attorneys' fees, expenses of litigation, and costs for that independent defense, including the costs of preparing any required administrative record. Unless the City independently chooses to defend any Third Party Action on its behalf, Applicant shall control the conduct of the defense of any claim or action provided that: (1) the City shall have the right, prior to filing, to review and approve any and all pleadings or related documents filed with the court in connection with such defense and Applicant shall reimburse the City for review time for each draft brief or pleading to be filed on behalf of the City; and (2) the City shall review and reasonably approve any proposed settlement. The Applicant acknowledges that the City is not obligated to approve a proposed settlement requiring the City to pay or incur any monetary amount, take a future legislative action, render a future quasi judicial decision, or otherwise take a future discretionary government action. (P)

**COMPLETED**  
NOT IN COMPLIANCE

**COMPLIED BY**

INDEMNIFICATION(3). The City may, at any time, require the applicant to reimburse the City for costs that have been, or which the City reasonably anticipates will be, incurred by the City during the course of processing or defending any Third-Party Actions. The City shall provide Applicant with an invoice detailing all reasonable costs incurred. Applicant shall tender to the City payment in full of all reasonable and necessary costs within thirty (30) days from the date upon the invoice. Applicant further acknowledges and agrees that failure to timely tender payment in full to the City shall be considered a breach and non compliance with the conditions of approval for the project. Applicant shall also be required, upon request of the City, to deposit two month's estimated costs anticipated by the City to be incurred, which may be used by the City as a draw down account to maintain a positive balance pending tender of payment by Applicant as noted herein. (P)

**COMPLETED**  
NOT IN COMPLIANCE

**COMPLIED BY**

RECREATIONAL FACILITIES. The Developer shall submit two sets of plans to develop the recreational facilities to the Building Division with the required application fees. The recreational facilities shall include active recreational areas of turf, picnic tables, benches, shade structure, trash receptacles

and a tot-lot with commercial permanent playground equipment with a shade cover, as approved on the site plan. (P)

**CONDITIONS REQUIRED PRIOR TO BUILDING PERMIT ISSUANCE**

**COMPLETED**                      **COMPLIED BY**                      LANDSCAPE AND IRRIGATION PLANS. The Developer shall submit three sets of landscape and irrigation plans including water budget calculations required application fees and completed landscape packet to the Building Division with the required application fees. Plans shall utilize xeriscape landscaping techniques in conformance with the Landscaping Ordinance. The number size type and configuration of plants approved by the City shall be maintained in accordance with the Development Code. (P)  
NOT IN COMPLIANCE

**COMPLETED**                      **COMPLIED BY**                      FENCING PLANS. A 6-foot-high wrought iron fence shall be installed along the side property lines of the park. The wrought iron fence shall extend from the end of the propose side fencing for Lots 38 and 56 to the front or street adjacent property line of the park. (P)  
NOT IN COMPLIANCE

**CONDITIONS REQUIRED PRIOR TO CERTIFICATE OF OCCUPANCY**

**COMPLETED**                      **COMPLIED BY**                      UTILITY CLEARANCES. The Building Division will provide utility clearances after required permits and inspections for the facility. Utility meters shall be permanently labeled. (B)  
NOT IN COMPLIANCE

**COMPLETED**                      **COMPLIED BY**                      ON SITE IMPROVEMENTS. All on site improvements as recorded in these conditions, and as shown on the approved site plan shall be completed in accordance with all applicable Title 16 requirements. (P)  
NOT IN COMPLIANCE

**COMPLETED**                      **COMPLIED BY**                      LANDSCAPING/IRRIGATION. The Developer shall install the landscaping and irrigation as required by the Planning Division. (P)  
NOT IN COMPLIANCE

**NOTICE TO DEVELOPER: IF YOU NEED ADDITIONAL INFORMATION OR ASSISTANCE REGARDING THESE CONDITIONS, PLEASE CONTACT THE APPROPRIATE DIVISION LISTED BELOW:**

- (B) Building Division                      947-1300**
- (E) Engineering Division                      947-1476**
- (F) Fire Prevention Division                      947-1603**
- (P) Planning Division                      947-1200**
- (RPD) Hesperia Recreation and Park District                      244-5488**