

DRAFT

ATTACHMENT "A" List of Conditions for CUPR26-00003

Approval Date: July 01, 2026
Effective Date: July 14, 2026
Expiration Date: July 14, 2029

This list of conditions applies to: Consideration of Conditional Use Permit Revision CUPR26-00003 to establish a tire shop at an existing 2,342 square foot commercial building within the neighborhood Commercial (NC) within the Main Street and Freeway Corridor Specific Plan on 0.71 acres located at 14407 Main Street (Applicant: Mota Rubber Inc; APN: 3057-131-58)

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).

ADDITIONAL CONDITIONS

<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	CERTIFICATE OF OCCUPANCY/LICENSE. Tenant must apply for and receive certificate of occupancy and a business license from Building and Safety prior to offering services to the public or conducting business within the commercial location.
<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	TENANT IMPROVEMENTS. Prior to occupancy and commencement of operations, the applicant/tenant shall submit professionally prepared plans for review and obtain all required building permits for any proposed tenant improvements and complete all work in compliance with applicable Building and Safety codes, including but not limited to structural, electrical, plumbing, mechanical, fire, and accessibility requirements. All improvements shall be subject to review, inspection, and approval by the Building and Safety Division. A final inspection and approval shall be obtained prior to issuance of a Certificate of Occupancy or authorization to operate.
<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	SITEPLAN. Plans and intended use shall be consistent with the plans approved as part of this CUPR application. No outdoor storage is permitted. The intensification of use shall require a CUPR application submittal, review and approval with the Planning Division.
<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	BUSINESS LICENSE. Prior to the commencement of operations, the applicant/tenant shall obtain and maintain a valid City business license in accordance with the Municipal Code. (B)
<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	SAN BERNARDINO COUNTY FIRE. Prior to the issuance of building permits and/or commencement of operations, the applicant/tenant shall submit project plans to the San Bernardino County Fire Department for review and approval.

The project shall comply with all applicable fire and life safety requirements, including but not limited to fire access, fire flow, fire sprinklers, alarms, and hazardous materials regulations, as determined by the Fire Department. All required permits, inspections, and approvals from the Fire Department shall be obtained prior to final occupancy.

CONDITIONS REQUIRED AS PART OF SUBMITTAL OF PUBLIC IMPROVEMENT PLANS

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
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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)

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