

ATTACHMENT "A"
List of Conditions for SPRR25-00004

Approval Date:
Effective Date: August 26, 2025
Expiration Date: August 26, 2028

This list of conditions applies to: Consideration of Site Plan Review Revision SPRR25-00004 to construct a 4935 square foot building at the rear of an established 2 acre site within the Commercial Industrial Business Park zone (CIBP) of the Main Street and Freeway Corridor Specific Plan located at 12269 Scarbrough Court (Applicant: Best Opportunities, Inc.; APN: 3064-591-10)

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

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| <u>COMPLETED</u> NOT IN COMPLIANCE | <u>COMPLIED BY</u> | ADA. An accessible path of travel shall be provided to the proposed building from both the right of way and the accessible parking spaces. |
| <u>COMPLETED</u> NOT IN COMPLIANCE | <u>COMPLIED BY</u> | GEOTECHNICAL REPORT. The Developer shall provide two copies of the soils report to substantiate all grading building and public improvement plans. Include R value testing and pavement recommendations for public streets. (E B) |
| <u>COMPLETED</u> NOT IN COMPLIANCE | <u>COMPLIED BY</u> | PLAN CHECK FEES. Plan checking fees must be paid in conjunction with the improvement plan submittal. All required plans, maps, requested studies, CFD annexations, etc. must be submitted as a package. The Developer shall coordinate with the City's Engineering Analyst, Dena Alcayaga at (760) 947-1438 or dlalcalayaga@cityofhesperia.us, to obtain the fee calculation form which shall be completed and submitted, along with fee payment, at time of plan submittal. Any outstanding fees must be paid before final inspection and the release of bonds. |
| <u>COMPLETED</u> NOT IN COMPLIANCE | <u>COMPLIED BY</u> | TITLE REPORT. The Developer shall provide a complete title report 90-days or newer from the date of submittal. (E) |
| <u>COMPLETED</u> NOT IN COMPLIANCE | <u>COMPLIED BY</u> | VACATION/QUITCLAIM. The Developer shall submit a Request for Vacation/Quitclaim to the City's Engineering Department for acceptance. At time of submittal the developer shall complete the City's application for document review and pay all applicable fees. (E) |
| <u>COMPLETED</u> NOT IN COMPLIANCE | <u>COMPLIED BY</u> | 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

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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)

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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)

CONDITIONS REQUIRED PRIOR TO GROUND DISTURBING ACTIVITY

COMPLETED
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COMPLIED BY

CONSTRUCTION PLANS. Five complete sets of construction plans prepared and wet stamped by a California licensed Civil or Structural Engineer or Architect shall be submitted to the Building Division with the required application fees for review. (B)

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

APPROVAL OF IMPROVEMENT PLANS. All required improvement plans shall be prepared by a registered Civil Engineer per City standards and per the City's improvement plan checklist to the satisfaction of the City Engineer. Five sets of improvement plans shall be submitted to the Development Services Department and Engineering Department for plan review with the required plan checking fees. All Public Works plans shall be submitted as a complete set. (E)

COMPLETED
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COMPLIED BY

UTILITY PLAN. The Developer shall design a Utility Plan for service connections and / or private hydrant and sewer connections. Any existing water, sewer, or storm drain infrastructures that are affected by the proposed development shall be removed / replaced or relocated and shall be constructed per City standards at the Developers expense. (E)

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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)

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EROSION CONTROL. The Developer shall provide an Erosion and Sediment Control Plan, prepared using the City's ESCP Template, with the improvement plans submittal per City Standards. A City-approved SWPPP developed pursuant to the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities may substitute for the ESCP. (E)

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EROSION CONTROL. The Project shall implement all requirements of the approved Erosion and Sediment Control Plan (or SWPPP if applicable) prior to the City's issuance of a grading permit, and provide ongoing implementation until the project is complete and all disturbed areas are fully stabilized. (E)

CONDITIONS REQUIRED PRIOR TO BUILDING PERMIT ISSUANCE

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

AQMD APPROVAL. The Developer shall provide evidence of acceptance by the Mojave Desert Air Quality Management District. (B)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

CONSTRUCTION WASTE. The developer or builder shall contract with the City's franchised solid waste hauler to provide bins and haul waste from the proposed development. At any time during construction, should services be discontinued, the franchise will notify the City and all building permits will be suspended until service is reestablished. The construction site shall be maintained and all trash and debris contained in a method consistent with the requirements specified in Hesperia Municipal Code Chapter 15.12. All construction debris, including green waste, shall be recycled at Advance Disposal and receipts for solid waste disposal shall be provided prior to final approval of any permit. (B)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

DEVELOPMENT FEES. The Developer shall pay required development fees as follows:

A. School Fees

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

LANDSCAPE AND IRRIGATION PLANS. The Developer shall submit two sets of landscape and irrigation plans, focused on increasing coverage on Three Flags and adjacent to proposed building, to the Building Division. 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)

CONDITIONS REQUIRED PRIOR TO CERTIFICATE OF OCCUPANCY

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NOT IN COMPLIANCE

COMPLIED BY

DEVELOPMENT FEES. The Developer shall pay required development fees as follows:

A. Development Impact Fees (B)

B. Utility Fees (E)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

UTILITY CLEARANCE AND C OF O. The Building Division will provide utility clearances on individual buildings after required permits and inspections and after the issuance of a Certificate of Occupancy on each building. Utility meters shall be permanently labeled. Uses in existing buildings currently served by utilities shall require issuance of a Certificate of Occupancy prior to establishment of the use. (B)

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| <u>COMPLETED</u> NOT IN COMPLIANCE | <u>COMPLIED BY</u> | AS BUILT PLANS. The Developer shall provide as built plans. (E) |
| <u>COMPLETED</u> NOT IN COMPLIANCE | <u>COMPLIED BY</u> | ELECTRONIC COPIES. The Developer shall provide electronic copies of the approved project in AutoCAD format to the City's Engineering Department. (E) |
| <u>COMPLETED</u> NOT IN COMPLIANCE | <u>COMPLIED BY</u> | PUBLIC IMPROVEMENTS. All public improvements shall be completed by the Developer and approved by the Engineering Department. Existing public improvements determined to be unsuitable by the City Engineer shall be removed and replaced. (E) |
| <u>COMPLETED</u> NOT IN COMPLIANCE | <u>COMPLIED BY</u> | AS BUILT PLANS. The Developer shall provide as built plans, Notice of Completion, and One Year Maintenance Bonds to the Engineering / Water Sewer Departments. (E) |
| <u>COMPLETED</u> NOT IN COMPLIANCE | <u>COMPLIED BY</u> | LANDSCAPING/IRRIGATION. The Developer shall install the landscaping and irrigation as required by the Planning Division. (P) |
| <u>COMPLETED</u> NOT IN COMPLIANCE | <u>COMPLIED BY</u> | 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. The building shall be designed consistent with the design shown upon the approved materials board and color exterior building elevations identified as Exhibit A. Any exceptions shall be approved by the Director of Development Services. (P) |

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

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| (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 |