

Development Review Committee

**Meeting Agenda
Wednesday, June 3, 2026
10:00 AM**



**City of Hesperia
Joshua Conference Room
9700 Seventh Avenue
Hesperia, CA 92345**



NOTE: In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact the Planning Division at (760) 947-1224. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

**REGULAR MEETING AGENDA
HESPERIA DEVELOPMENT REVIEW COMMITTEE
9700 SEVENTH AVE., JOSHUA ROOM, HESPERIA, CA 92345**

CALL TO ORDER - 10:00 a.m.

PROJECTS FOR CONDITIONS OF APPROVAL FOR DRC OF WEDNESDAY, JUNE 3, 2026

1. Page 5

Project Number: SPRR26-00003

Project Description:

Consideration of Revised Site Plan Review SPRR26-00003 to establish a dog kennel which will be limited to boarding a maximum of 20 dogs on 1.03 acres within the Limited Agriculture (A1) zone located at 10858 Sixth Ave (Applicant: Tonette Taylor; APN: 0414-141-02)

Staff Person: Senior Planner Edgar Gonzalez

Attachments: [Project Plans](#)
[Draft Conditions of Approval](#)

2. Page 10

Project Number: ME26-00002

Project Description:

Consideration of a Minor Exception ME26-00002 to reduce side yard setback for an existing shed from 5' to 4' on 0.43 gross acres within the Rural Residential (RR-20000) located at 18345 Sumac Ave (Applicant: Ray Van Zant; APN: 0411-334-07)

Staff Person: Associate Planner Leilani Henry

Attachments: [Site Plan](#)
[Draft Conditions of Approval](#)

3. Page 13**Project Number: SPRR26-00004****Project Description:**

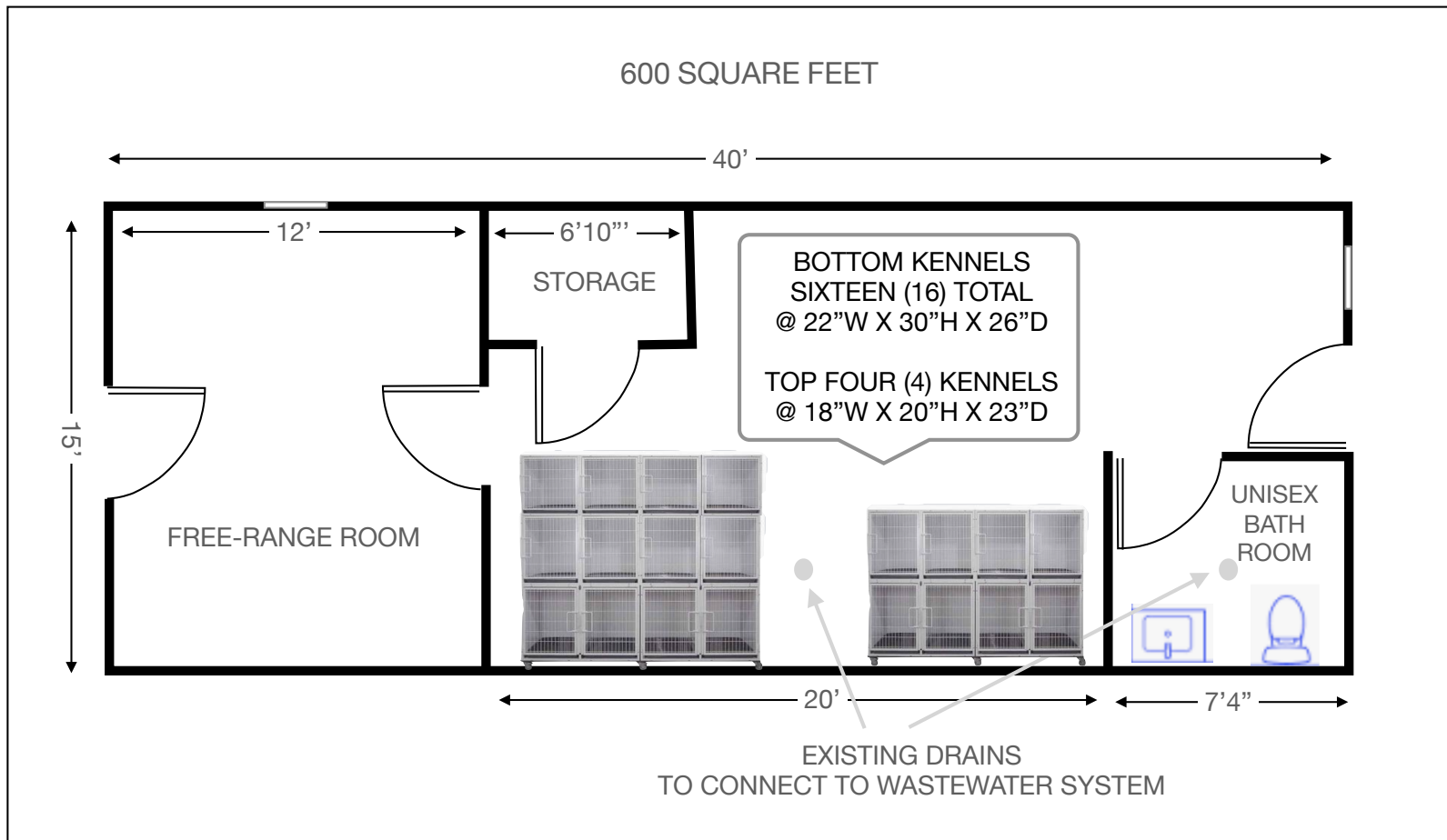
Consideration of Site Plan Review Revision SPRR26-00004 to modify the amenities within the recreational areas previously approved under SPR22-000012 that included the construction of a 74-unit townhome complex on a 10.9 acre site within the Medium Density Residential (MDR) zone of the Main Street and Freeway Corridor Specific Plan located at the southwest corner of Sultana Street and G Avenue (Applicant: Park View Trails, LLC; APN: 0410-221-08)

Staff Person: Senior Planner Edgar Gonzalez

Attachments: [Project Plans](#)
[Draft Conditions of Approval](#)

LUCAS UNIQUE CARE ANIMAL SERVICES FLOOR PLAN

10858 6TH AVE, CITY OF HESPERIA, IN THE COUNTY OF SAN BERNARDINO



DRAFT

ATTACHMENT "A" List of Conditions for SPRR26-00003

Approval Date: June 03, 2026
Effective Date: June 16, 2026
Expiration Date: June 16, 2029

This list of conditions applies to: Consideration of Revised Site Plan Review SPRR26-00003 to establish a dog kennel which will be limited to boarding a maximum of 20 small and medium size dogs on 1.03 acres within the Limited Agriculture (A1) zone located at 10858 Sixth Ave (Applicant: Tonette Taylor; APN: 0414-141-02)

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

COMPLETED
NOT IN COMPLIANCE

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

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

COMPLIED BY

INDEMNIFICATION(2). Nothing in this condition shall obligate

NOT IN COMPLIANCE

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)

COMPLETED
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COMPLIED BY

EXPIRATION OF ENTITLEMENT. Unless the applicant has obtained approval and final sign-off of a building permit, this approval shall expire three (3) years from the date of action of the reviewing authority. An extension of time may be granted pursuant to Municipal Code Section 16.12.060 if the applicant files an application and written request for an extension prior to the expiration of the permit. (P)

COMPLETED
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COMPLIED BY

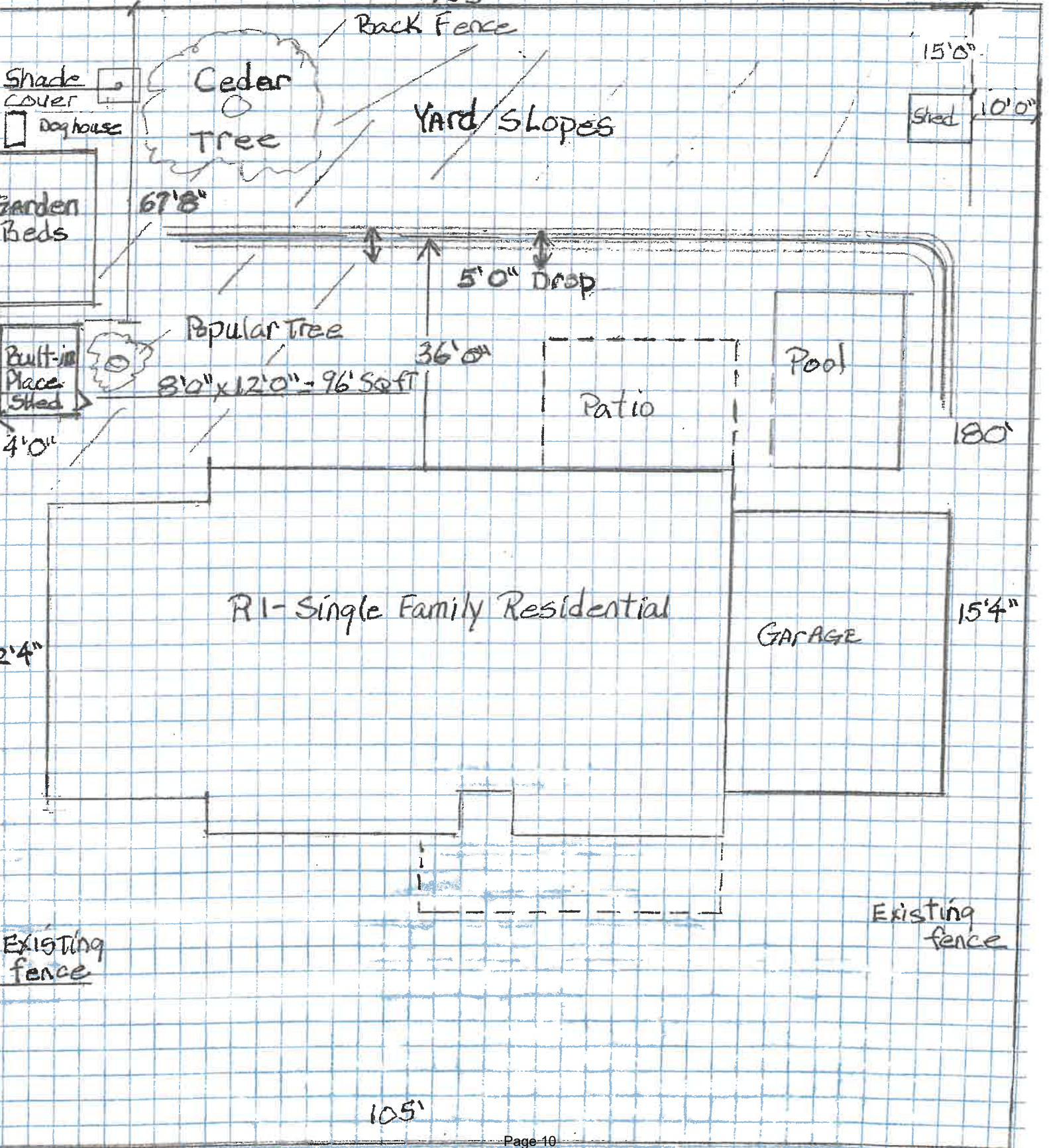
FENCING. The kennel building and the areas for outdoor play shall be enclosed with fencing to prevent dogs from existing the facility. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

KENNEL BUILDING. The owner shall ensure that the kennel building is kept organized, clean, and in good working condition. (P)

Van Zant Owner
 18345 Samac Ave Hesperia Ca 92345
 LOT 170, TRACT 5241, M.B. 62/91-96 County SB
 Assessor Parcel No. 0411-334-07
 180' X 105 = 18,900 SQ FT
 Total Square Footage of Proposed Building 96' SQ FT



DRAFT

ATTACHMENT "A" List of Conditions for ME26-00002

Approval Date: June 3, 2026
Effective Date: June 16, 2026

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The use shall not be established until all conditions of this land use approval application have been met.

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GENERAL CONDITIONS

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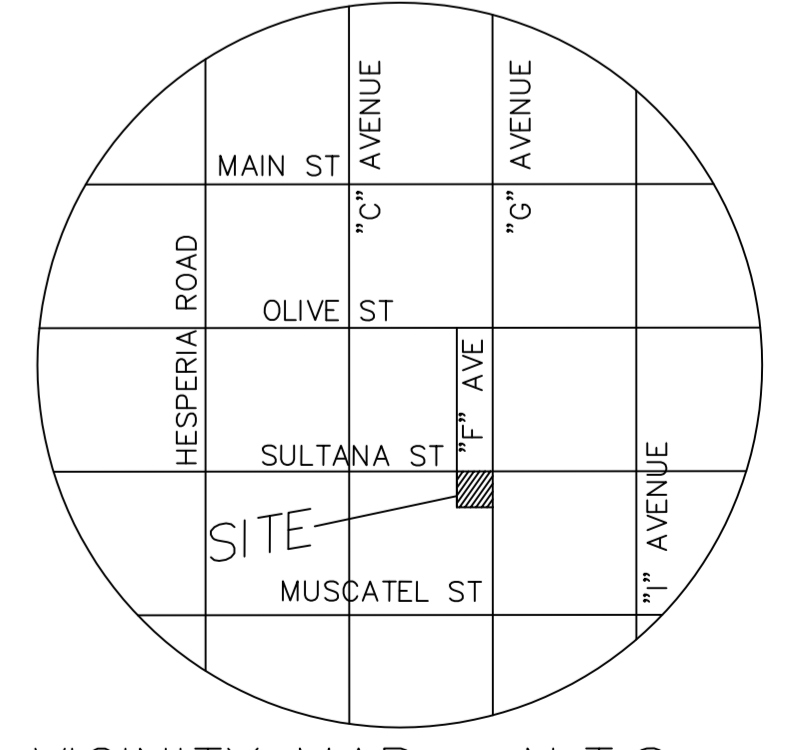
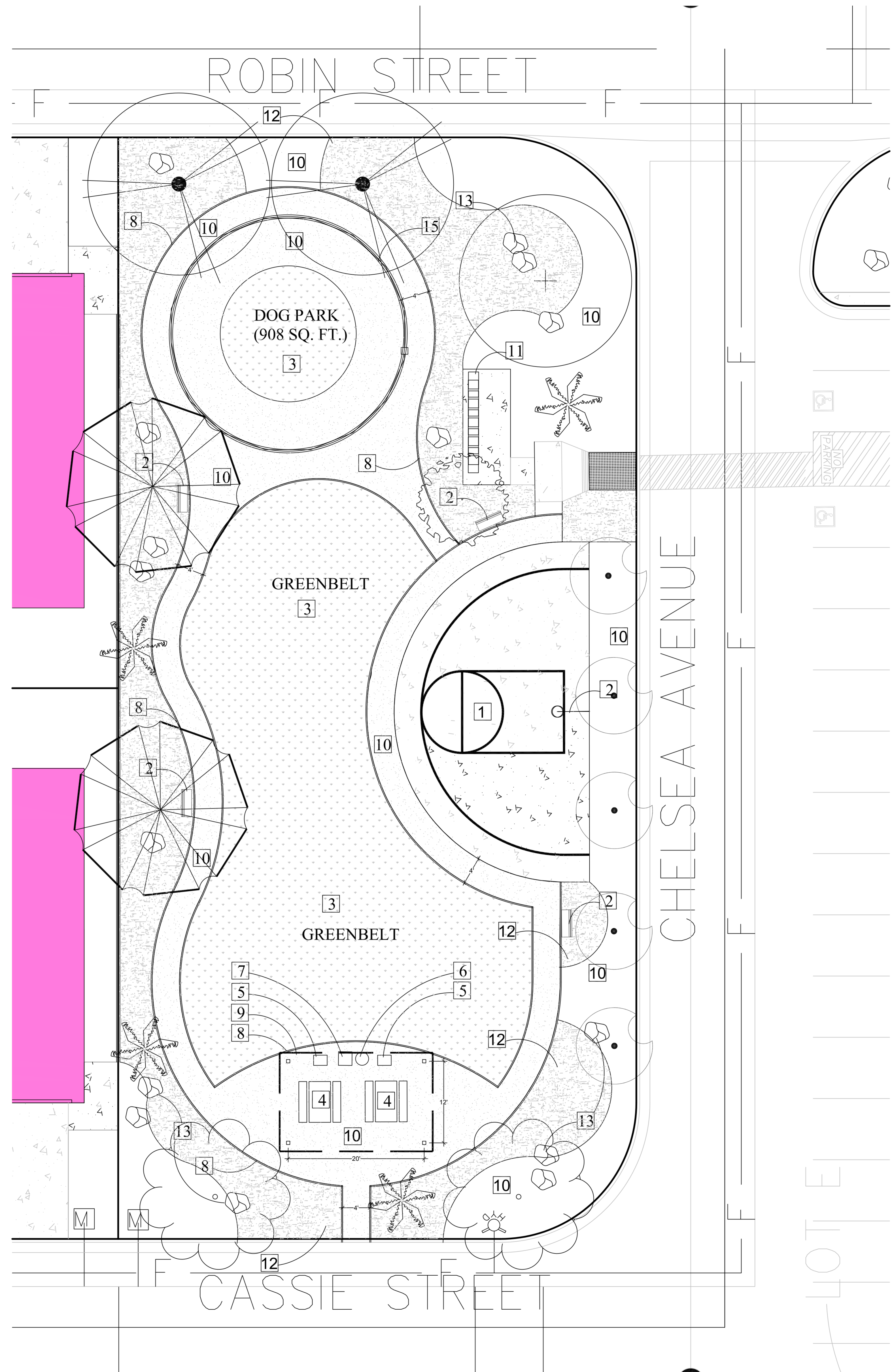
COMPLIED BY

MINOR EXCEPTION APPROVAL. Approval of ME26-00002 specifically includes a reduction of the required side yard setback from five (5) feet to four (4) feet along the west property line, substantially as shown on the approved site plan. The approved site plan also includes a ninety-six (96) square-foot detached shed. Pursuant to Section R105.2(1) of the California Residential Code (CRC), one-story detached accessory structures used as tool and storage sheds, playhouses, and similar uses are exempt from building permit requirements when the floor area does not exceed one hundred twenty (120) square feet. As such, a building permit is not required.

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

CONSTRUCTION LEGEND	
1	4" THICK NATURAL GRAY CONCRETE W BASKETBALL COURT LINES
2	BENCH (COLOR T.B.S.BY OWNER)
3	GRASS OR TURF
4	PICNIC TABLE
5	STANDARD STOVE GRILL
6	HOT COAL TRASHCAN
7	TRASHCAN
8	TAN SYNTHETIC BENDER BOARD
9	LATTICE COVER (PER SEPARATE PERMIT)
10	TAN DECOMPOSED GRANITE
11	CLUSTER MAILBOX
12	DECORATIVE ROCK
13	BOULDERS
14	BASKETBALL HOOP
15	WROUGHT IRON FENCING AROUND DOG RUN W/ GATES



VICINITY MAP N.T.S.

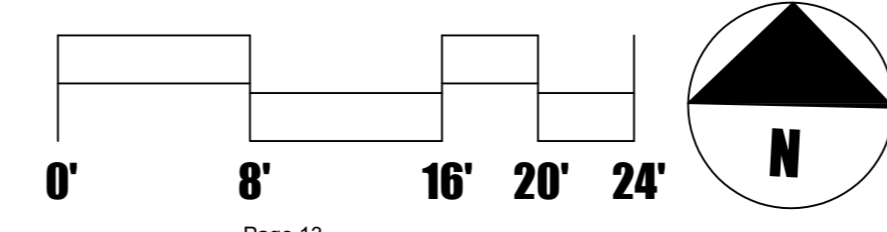
TOWNHOME DEVELOPMENT TRACT MAP 20581

CITY OF HESPERIA, SAN BERNARDINO, CA

OWNER/ DEVELOPER
VISTA PACIFIC HOMES
ADAM CASTANEDA
15550 MAIN STREET C-11
HESPERIA, CALIFORNIA 92345
1-909-578-2119

ARCHITECT
ARCHITeYk
29222 DAKOTA DRIVE
VALENCIA, CA 91354
949-939-1310

CIVIL ENGINEER
ALTEC ENGINEERING CORP.
19531 HIGHWAY 18
APPLE VALLEY, CA 92307
760-242-9900

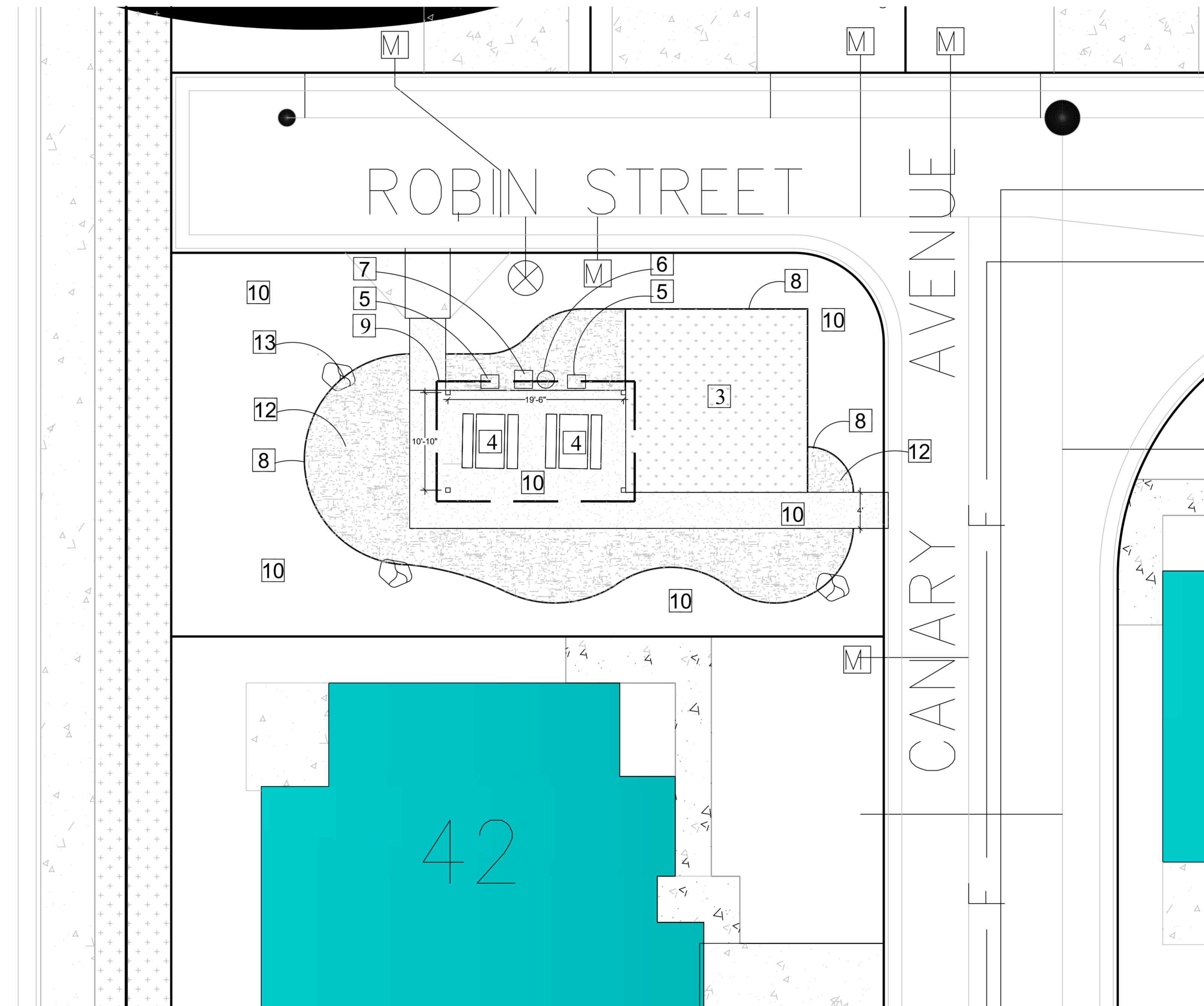


May 10, 2026

Landscape Concept Plan Sheet 1



CONSTRUCTION LEGEND	
3	GRASS OR TURF
4	PICNIC TABLE
5	STANDARD STOVE GRILL
6	HOT COAL TRASHCAN
7	TRASHCAN
8	TAN SYNTHETIC BENDER BOARD
9	LATTICE COVER (PER SEPARATE PERMIT)
10	TAN DECOMPOSED GRANITE
12	DECORATIVE ROCK
13	BOULDERS

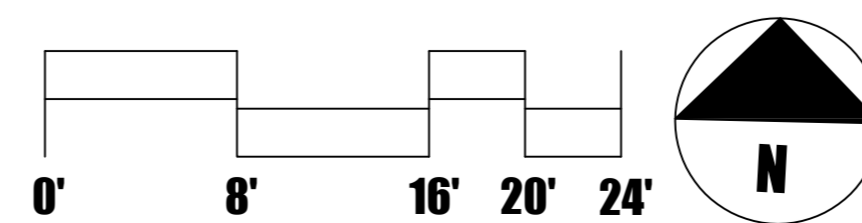


**TOWNHOME DEVELOPMENT
TRACT MAP 20581**
CITY OF HESPERIA, SAN BERNARDINO, CA

OWNER/ DEVELOPER
VISTA PACIFIC HOMES
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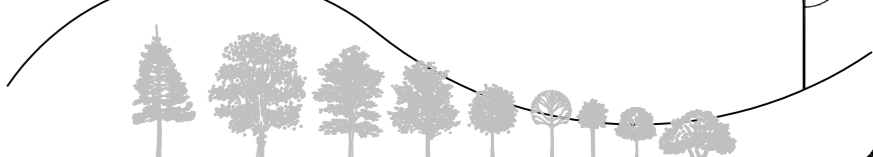
CIVIL ENGINEER
ALTEC ENGINEERING CORP.
19531 HIGHWAY 18
APPLE VALLEY, CA 92307
760-242-9900



May 10, 2026

Landscape Concept Plan Sheet 2

BGE Landscape
DESIGN
Serving Southern California
626.523.1807
bryan.eide@gmail.com



N.O.F. Inc.



6' Traditional Bench with Back - Inground Mount.

- Available in 6' and 8' lengths
- 35 1/8" H x 23 7/16" D, 17 1/16" Seat height.
- (8) 2" x 4" Slats.
- 3" x 3" Square all MIG welded frame.
- Frame available with galvanized or powder coated finish.
- Available in surface and inground mount.
- Available in Untreated Pine, Treated Pine, Redwood Stained Pine and Aluminum Planks.
- Some assembly required.
- Item #: US 9821G

Model Number	Description
US 9821G-U6	6' Park Bench, 118 Lbs., Untreated Pine, Inground Mount.
US 9821G-PT6	6' Park Bench, 120 Lbs., Treated Pine, Inground Mount.
US 9821G-T6	6' Park Bench, 118 Lbs., Redwood Stained Pine, Inground Mount.
US 9821G-US	8' Park Bench, 148 Lbs., Untreated Pine, Inground Mount.
US 9821G-PT8	8' Park Bench, 158 Lbs., Treated Pine, Inground Mount.
US 9821G-T8	8' Park Bench, 148 Lbs., Redwood Stained Pine, Inground Mount.

FRAME STYLES

Powder Coat Colors

2 BENCH

GameTime Aluminum Slat Picnic Table



Enjoy a picnic in the park with GameTime's Aluminum Picnic Table. Choose from a variety of color options to create a table that blends seamlessly into your recreation environment, or choose a galvanized finish for a sleek, metallic look. The heavy duty steel frame creates a durable amenity for any recreation amenity, and the famous "kick-up" design provides convenient...

Features and Benefits:

- 1.58" galvanized pipe frame
- 11 gauge galvanized steel table angle bracket
- 1.5/16" galvanized pipe diagonal brace
- 14 gauge anodized aluminum seat and top infill
- Anodized Aluminum End Claps
- Galvanized or powder coat finish
- High quality, durable hardware
- Available for portable mounting
- Extended...

Model: 677

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information.

4 PICNIC TABLE

GameTime Standard Stove Grill



Enjoy a cookout in the park with GameTime's Standard Grill. The self-contained cooking unit is mounted on a durable, steel post and pivots 360 degrees to provide proper draft at all times. The fire box is made from rust-resistant 11 gauge steel, and the adjustable grate provides 240 square inches of cooking surface for loads of grilling fun. Includes chained, three position...

Features and Benefits:

- Die formed 11 gauge galvanized fire box
- Cooking unit pivots 360 degrees to provide proper draft at all times
- Three position adjustable grate rivets to fire box
- 240 square inches of cooking surface
- 2-3/8" O.D. galvanized pipe support post
- Galvanized and black (grate) finish
- High quality, durable...

Model: 51

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information.

5 BBQ GRILL

Product Information TF1131



Size: 26.2" Dia. x 38.5" H

Weight: 580 Lbs.

Capacity: 53 Gallons

Material: Reinforced concrete Steel

Reinforcing: 1/4" Dia. steel rebar

Parts: 1 Metal grate (TF9008)
1 Concrete base (TF1871)

Finish Options

Standard
-Exposed Aggregate(A)
-Weatherstone(B)

Premium
-Weatherstone/Exposed Glass(C)
-Granitex(GT)

TRASHCANS UNLIMITED
THE BEST TRASHCANS AT THE BEST PRICES

Trashcans Unlimited | www.trashcansunlimited.com | sales@trashcansunlimited.com | P: 844-TRASHCANS

6 HOT COALS

Square StoneTec® with Dome Lid

Item#: 72041199 - Grey w/ Ashstone Panels
72041399 - Black w/ Peppercorn Panels
72041599 - Beige w/ Riverstone Panels
72041699 - Beige w/ Sedona Panels
72041499 - Black w/ Sedona Panels
72045299 - Black w/ Riverstone Panels
72043099 - Blue w/ Ashstone Panels
72045599 - Brown w/ Riverstone Panels
72045499 - Forest Green w/ Riverstone Panels



Unit Size	Capacity	Weight	Material Process: Blow-Molded with HDPE
18 1/2" W x 18 1/2" L x 41 1/2" H	42 Gallons	85 lbs.	Standard Inclusions: Set of (4) 11 1/2" W x 15 1/2" H panels

Unit Size: 18 1/2" W x 18 1/2" L x 41 1/2" H
Capacity: 42 Gallons
Weight: 85 lbs.

Material Process: Blow-Molded with HDPE
Standard Inclusions: Set of (4) 11 1/2" W x 15 1/2" H panels

Carton Size: 19 1/2" x 20 1/2" x 33 1/2" H
Cartons Shipped: (2) via UPS
Dimensional Wt.: Ctn1 - 80 lbs
Carton Wt.: Ctn1 - 80 lbs
Ctn2 - 35 lbs
Ctn2 - 8 lbs

Covered dome lid allows for easy access on all four sides. Receptacles perform well both indoors and outdoors. Panels are made using real stone for an attractive, upscale receptacle with extended durability.

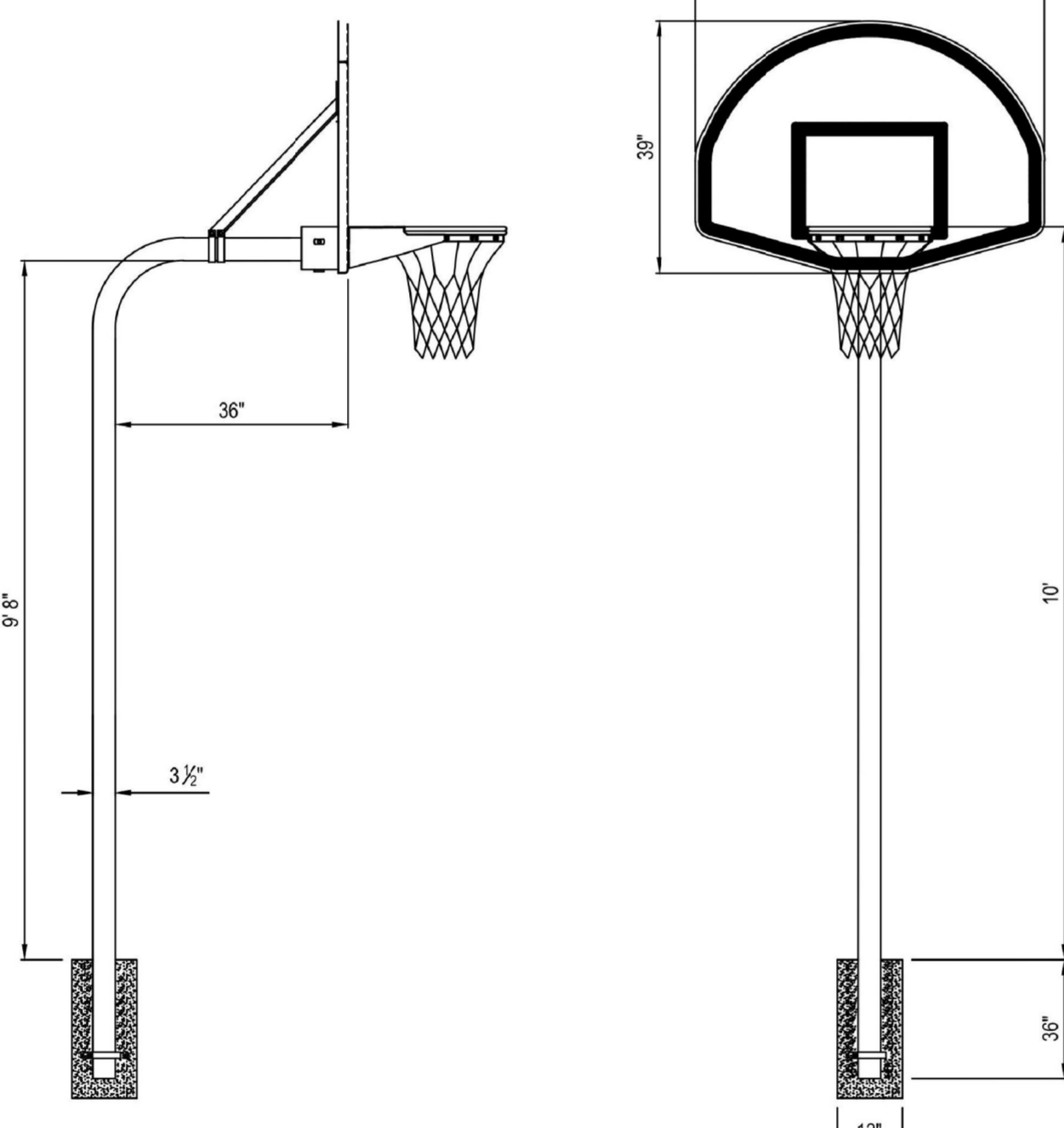
- Smooth surface of the StoneTec panels are easy to keep clean
- Generous 42-gallon trash capacity, uses 45 gallon trash bags and is perfect for high traffic areas
- Large 12.25" x 6" openings on all four sides allow for convenient disposal
- Lid fits snug to base and lifts off for easy trash removal. Trash receptacle includes patented Grab Bag™ system and additional routed openings to secure trash bag in place
- Waste container* molded from high density polyethylene with PCR and panels made from durable, fiberglass-reinforced polymer formula
- Dome-shaped lid discourages the placement of garbage on top of unit and prevents rainwater from collecting in waste container
- Panel add approximately 40 lbs to the receptacle for greater stability
- Ships in two cartons; minimal assembly required
- 1-year warranty
- Made in the U.S.A.

Trashcans Unlimited | www.trashcansunlimited.com | sales@trashcansunlimited.com | P: 800-279-3615

7 TRASHCAN

PRODUCT SPECIFICATION

PR20 TOUGH-DUTY STEEL FAN GOOSENECK PLAYGROUND SYSTEM



Pole shall be constructed of 3 1/2" outside diameter RS40 flow coated galvanized steel tubing with an 8 ga. wall thickness. Design shall be a bent gooseneck style and allow for a 30" bury into the ground and a 30" extension from the front of the pole to the face of the backboard. Two 1" 5/8" diameter 13 ga. flow coated galvanized tubular braces shall support the top of the backboard and connect directly to the pole. Pole shall be designed so that the rim mounts directly to the horizontal pole section through the backboard to eliminate stress on the backboard during play. Pole systems without backboard support braces shall not be considered equal. Pole shall carry a minimum 10-year limited warranty. Backboard shall be constructed of formed and welded steel with a 39" x 54" fan-shaped playing surface. Skin shall be 12 ga. mild steel and support structure shall be 7 ga. and 10 ga. All skin edges shall be formed to create a 1 1/2" lip to aid strength. The backboard shall be coated with a white polyester powder coated finish and have an official orange shooter's square and border. Backboard shall accept rims with a 5' x 5' hole pattern and be manufactured in the USA. Backboard shall carry a minimum 10-year limited warranty. Rim shall be constructed of an official size 50" diameter AISI 1018 cold drawn carbon steel ring with continuous wire formed necklets to accept nylon net (included). Backplate shall be a minimum 3/16" thick. Rim shall be supported by a 1/2" diameter steel brace. Mounting hardware shall be included. Rim shall carry a 1-year limited warranty, have an orange powder coated finish and be made in the USA. Installation to be completed in accordance with manufacturer's instructions. Do not scale drawings. Entire system shall weigh 216#.

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14 BASKETBALL HOOP



10 DECOMPOSED GRANITE



12 DECORATIVE ROCK



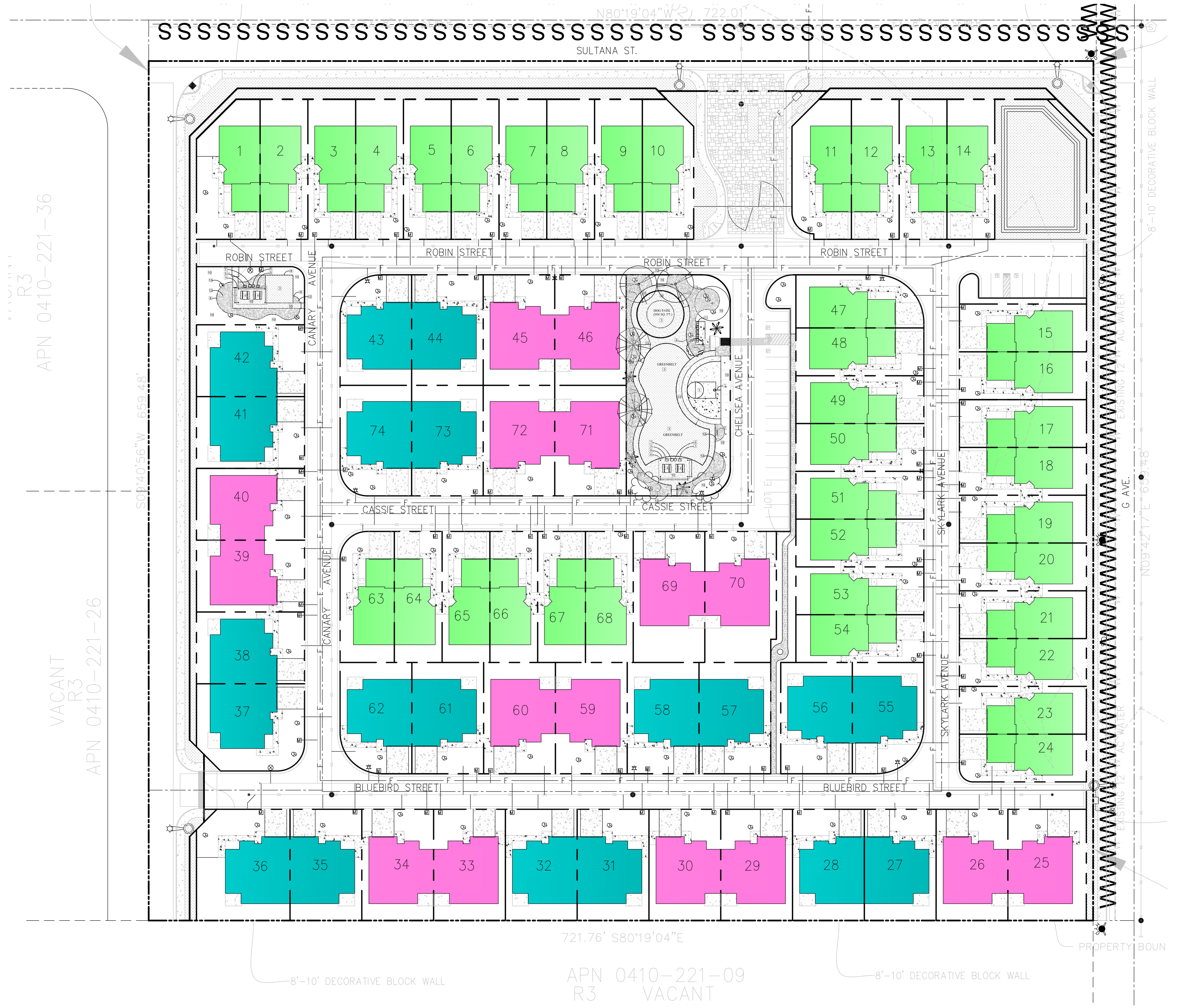
11 MAILBOX CLUSTERS



13 BOULDERS

CONSTRUCTION LEGEND

1	4" THICK NATURAL GRAY CONCRETE W BASKETBALL COURT LINES
2	BENCH (COLOR T.B.S.BY OWNER)
3	GRASS OR TURF
4	PICNIC TABLE
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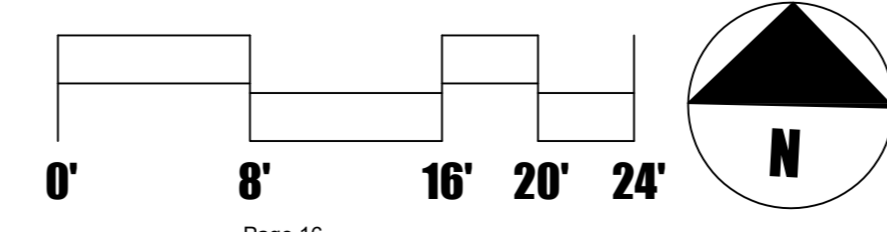


TOWNHOME DEVELOPMENT
TRACT MAP 20581
CITY OF HESPERIA, SAN BERNARDINO, CA

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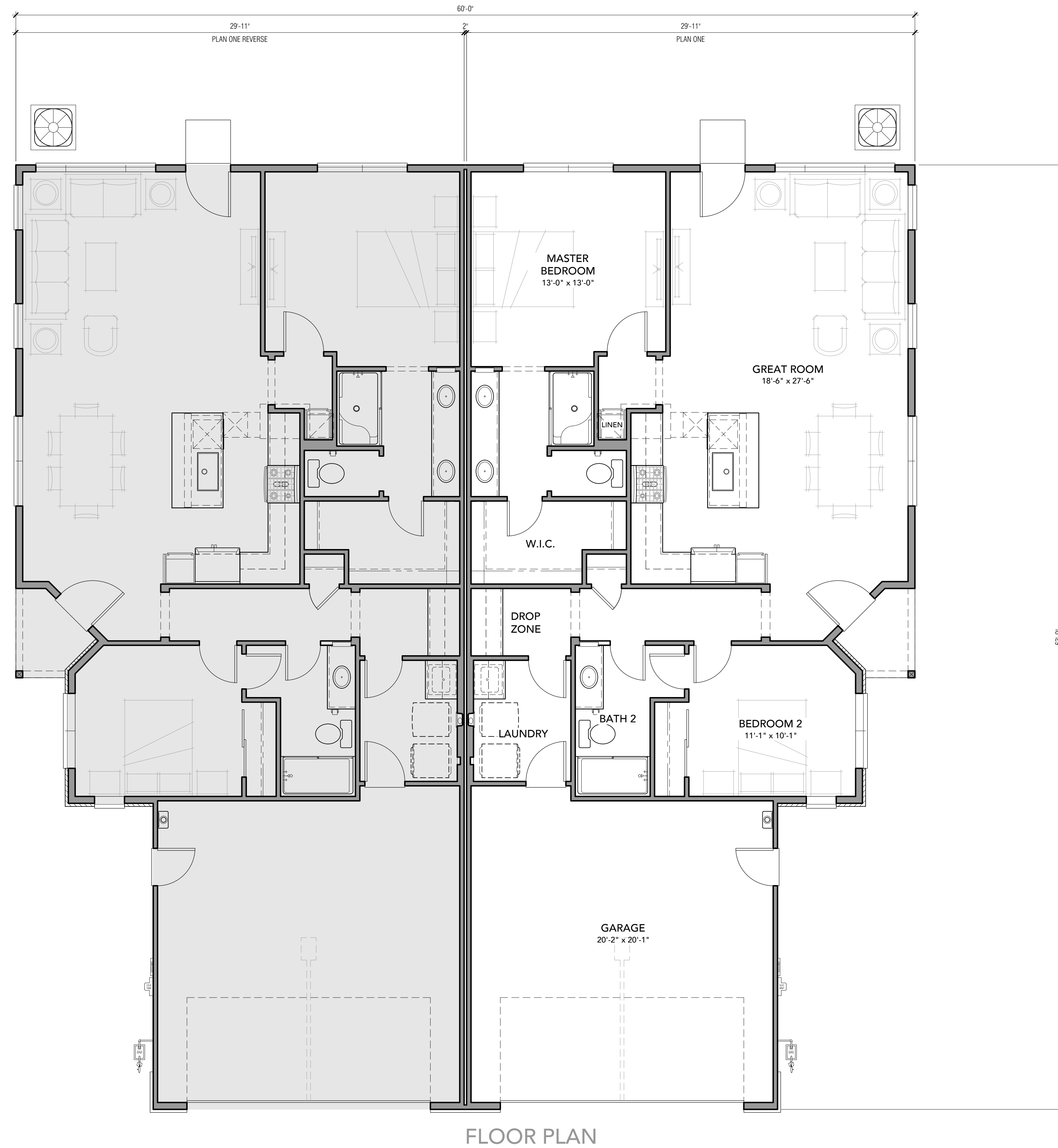
CIVIL ENGINEER
ALTEC ENGINEERING CORP.
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APPLE VALLEY, CA 92307
760-242-9900



May 10, 2026

Landscape Concept Plan Sheet 4

BGE Landscape DESIGN
Serving Southern California
626-523-1807
bryan.cide@gmail.com

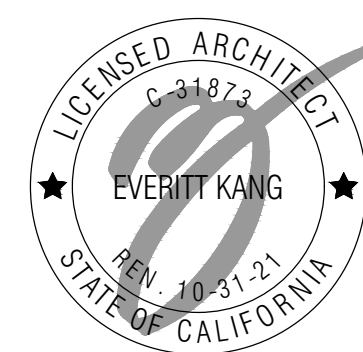


FLOOR PLAN

PLAN 1211	
AREA TABULATION	
TOTAL CONDITIONED	1211 SF
UNCONDITIONED SPACE	
GARAGE	434 SF
COVERED PORCH	24 SF
TOTAL UNCONDITIONED	458 SF

0 4 8 12

ARCHITEYK



APPLICANT

PARK VIEW TRAILS, LLC

15550 MAIN STREET, SUITE C-11
 HESPERIA, CA 92345
 909.578.2119

PROJECT

PARK VIEW TRAILS
 TRACT 20581, HESPERIA, CALIFORNIA

Page 17

DRAWINGS

PLAN ONE
 BUILDING PLAN

JOB NO.	VP-22-01
SHEET NO.	A1.1.1
DATE	230221



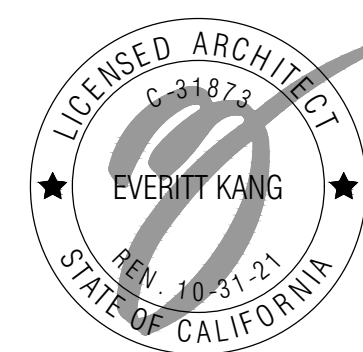
29222 DAKOTA DRIVE
 VALENCIA CALIFORNIA 91354
 949 939 1310
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PLAN 1620	
AREA TABULATION	
TOTAL CONDITIONED:	1620 SF
UNCONDITIONED SPACE:	
GARAGE:	433 SF
COVERED PORCH:	30 SF
COVERED PATIO:	106 SF
TOTAL UNCONDITIONED:	569 SF

0 4 8 12

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APPLICANT

PARK VIEW TRAILS, LLC

15550 MAIN STREET, SUITE C-11
 HESPERIA, CA 92345
 909.578.2119

PROJECT

PARK VIEW TRAILS
 TRACT 20581, HESPERIA, CALIFORNIA

DRAWINGS

PLAN TWO
 BUILDING PLAN
 DUPLEX CONFIGURATION 'A'

JOB NO.	VP-22-01
SHEET NO.	A2.1.1
DATE	230221

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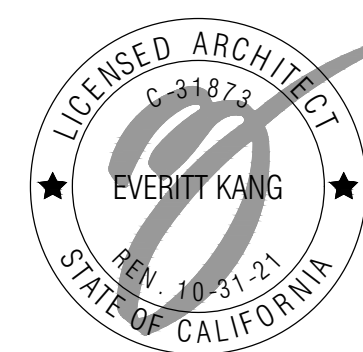


FLOOR PLAN

PLAN 1620	
AREA TABULATION	
TOTAL CONDITIONED:	1620 SF
UNCONDITIONED SPACE:	433 SF
GARAGE:	30 SF
COVERED PATIO:	106 SF
TOTAL UNCONDITIONED:	569 SF

0 4 8 12

ARCHITEYK



APPLICANT
PARK VIEW TRAILS, LLC
 15550 MAIN STREET, SUITE C-11
 HESPERIA, CA 92345
 909.578.2119

PROJECT

PARK VIEW TRAILS
 TRACT 20581, HESPERIA, CALIFORNIA

DRAWINGS

PLAN TWO
 BUILDING PLAN
 DUPLEX CONFIGURATION 'B'

JOB NO.	VP-22-01
SHEET NO.	A3.1.1
DATE	230221

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REAR



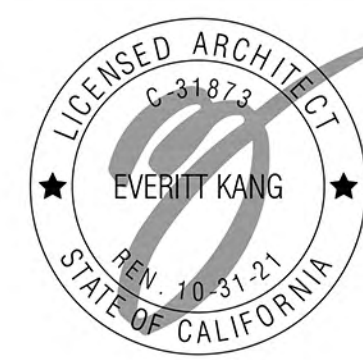
ENTRY SIDE



FRONT

COLOR SCHEME 1

0 4 8 12



JOB NO.	VP-22-01
SHEET NO.	A1.2.1A
DATE	260401



REAR



ENTRY SIDE



FRONT

COLOR SCHEME 2

0 4 8 12

JOB NO.	VP-22-01
SHEET NO.	A1.2.2A
DATE	260401



REAR



SIDE



FRONT

COLOR SCHEME 3

0 4 8 12

ARCHITEYK



APPLICANT

PARK VIEW TRAILS, LLC

15550 MAIN STREET, SUITE C-11
 HESPERIA, CA 92345
 909.578.2119

PROJECT

PARK VIEW TRAILS
 TRACT 20581, HESPERIA, CALIFORNIA

DRAWINGS

PLAN TWO
 MEDITERRANEAN ELEVATION
 DUPLEX CONFIGURATION 'A'

JOB NO.	VP-22-01
SHEET NO.	A2.2.1A
DATE	260401





REAR



SIDE



FRONT

COLOR SCHEME 4

0 4 8 12

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PROJECT

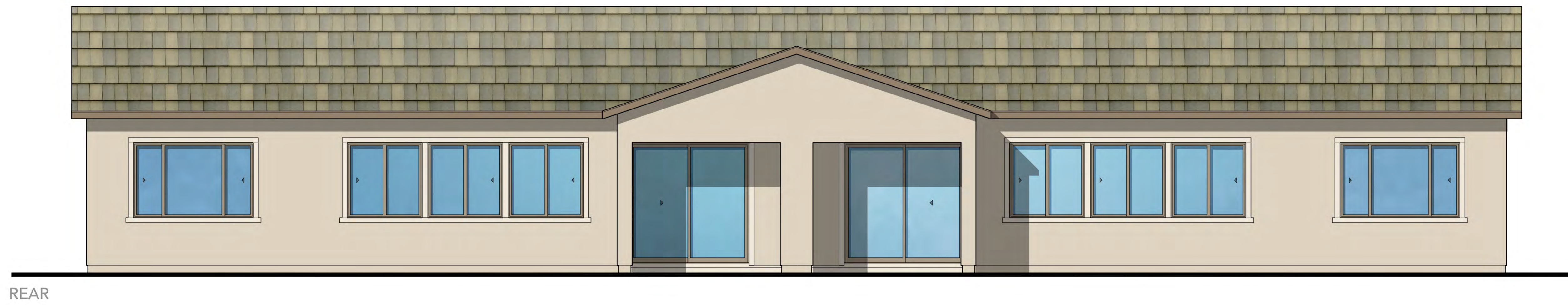
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TRACT 20581, HESPERIA, CALIFORNIA

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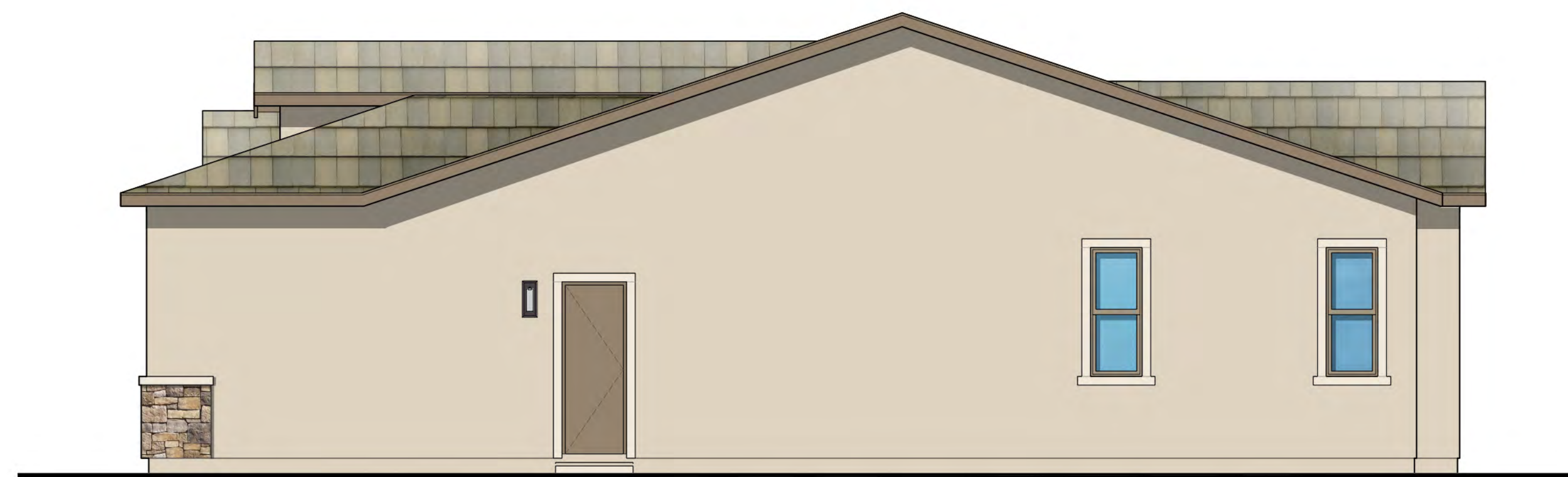
DRAWINGS

PLAN TWO
ITALIANATE ELEVATION
DUPLEX CONFIGURATION 'A'

JOB NO.	VP-22-01
SHEET NO.	A2.2.2A
DATE	260401



REAR



SIDE



FRONT

COLOR SCHEME 2

0 4 8 12

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PROJECT

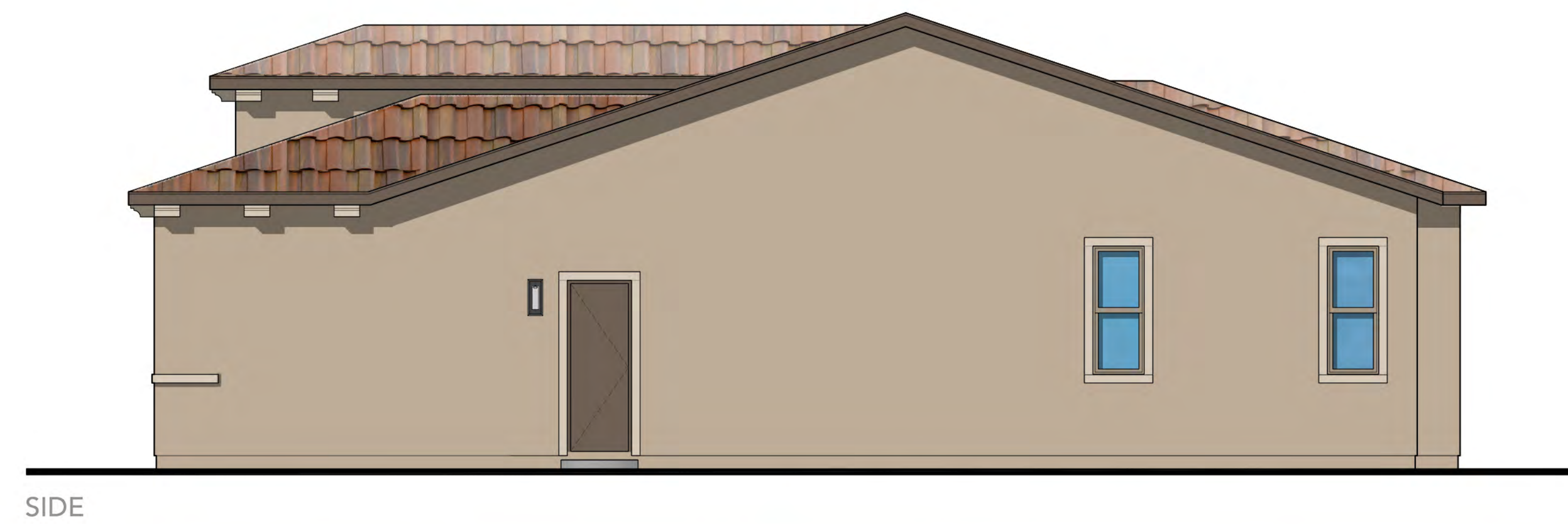
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DRAWINGS

PLAN TWO
MEDITERRANEAN ELEVATION
DUPLEX CONFIGURATION 'B'

JOB NO.	VP-22-01
SHEET NO.	A3.2.1A
DATE	260401



FRONT

COLOR SCHEME 1

0 4 8 12

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APPLICANT

PARK VIEW TRAILS, LLC

15550 MAIN STREET, SUITE C-11
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PROJECT

PARK VIEW TRAILS
 TRACT 20581, HESPERIA, CALIFORNIA

DRAWINGS

PLAN TWO
 ITALIANATE ELEVATION
 DUPLEX CONFIGURATION 'B'

JOB NO.	VP-22-01
SHEET NO.	A3.2.2A
DATE	260401



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DRAFT

ATTACHMENT "A" List of Conditions for SPRR26-00004

Approval Date: June 03, 2026
Effective Date: June 16, 2026
Expiration Date: June 16, 2028

This list of conditions applies to: Consideration of Site Plan Review Revision SPRR26-00004 to modify the amenities within the recreational areas and exterior elevations previously approved under SPR22-000012 that included the construction of a 74-unit townhome complex on a 10.9 acre site within the Medium Density Residential (MDR) zone of the Main Street and Freeway Corridor Specific Plan located at the southwest corner of Sultana Street and G Avenue (Applicant: Park View Trails, LLC; APN: 0410-221-08)

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.

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

ADDITIONAL CONDITIONS

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 FACILITY PLANS. 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 passive recreational areas of turf, picnic tables, barbeques, benches, trellis cover and trash receptacles. Active recreational facilities shall include a dog park and half basketball court. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

EXPIRATION OF ENTITLEMENT. Unless the applicant has obtained a grading permit and/or building permit and commenced construction, this approval shall expire two (2) years from the date of action of the reviewing authority. Where no grading or building permit is required, the allowed use on the site shall have commenced prior to the expiration date in compliance with the approval and any applicable conditions of approval. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

SITE PLAN REVIEW CONDITIONS. These conditions shall be implemented concurrently with Site Plan Review SPR22-00012. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

ELEVATIONS. The building elevations shall be designed consistent with the design shown upon the approved revised color exterior building elevations. (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