

DRAFT

ATTACHMENT "A" List of Conditions for TPM25-00001

Approval Date: November 19, 2025
Effective Date: December 02, 2025
Expiration Date: November 02, 2028

This list of conditions applies to Consideration of Tentative Parcel Map No. 21080 (TPM25-00001) to subdivide one 4.2-acre lot into five parcels for an existing industrial park within the General Manufacturing (I2) zone located west of Darwin Avenue, approximately 300 feet south of Eucalyptus Street (Applicant: Trac Pham; APN: 0415-242-11)

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 PRIOR TO RECORDATION OF THE PARCEL MAP

<u>COMPLETED</u>	<u>COMPLIED BY</u>
NOT IN COMPLIANCE	

ACCESS EASEMENTS. The Developer shall grant an Access Easement, if required, to provide reciprocal access to and from parcels. Said easements shall be indicated on the Map. (E)

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NOT IN COMPLIANCE	

ALL EASEMENTS OF RECORD. It shall be the responsibility of the Developer to provide all Easements of Record per recent title report. (E)

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PARCEL MAP (RES). A Parcel Map shall be prepared by or under the direction of a registered civil engineer or licensed land surveyor, based upon a survey, and shall conform to all provisions as outlined in Article 2, Section 66433 of the Subdivision Map Act as well as the San Bernardino County Surveyors Office Map Standards. (E)

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NOT IN COMPLIANCE	

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 dlalcayaga@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.

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TITLE REPORT. The Developer shall provide a complete title report 90-days or newer from the date of submittal. (E)

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Conditions, Covenants and Restrictions (CC&Rs). CC&Rs shall be submitted for review and approval by the City prior to recordation. The CC&Rs shall contain the following provisions at a minimum:

A. Establishment of an association, including membership requirements, members and association rights (powers and obligations), selection of officers, and meetings, which shall occur at least once per quarter with special meetings to occur on an as needed basis, due to special circumstances.

B. Maintenance provisions for common areas shall be created to ensure that the project is maintained satisfactorily. The provisions shall include, but need not be limited to the driveways, drive aisles and parking areas; retention/detention and other drainage facilities; recreational facilities, including open areas and landscaped areas; walls, gates, fences and signage; and maintenance of buildings (or common walls for townhomes).

C. Provisions for architectural controls and variances shall be included. Only an architectural review board composed of members of the association shall exercise judgments in these matters.

D. The CC&Rs shall be enforced by the association. Should the CC&Rs be deemed invalid in part by court action, the provisions required as part of this condition shall remain in full force and effect.

E. The CC&Rs or the common amenities addressed therein shall not be terminated, amended, or removed without the prior written authorization of the City of Hesperia.

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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)

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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)

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EXPIRATION OF APPROVAL. Per Section 17.08.040 (E) of the Hesperia Municipal Code, the map has a 3-year life span. If the map is not in the recording process per municipal code requirements prior to its expiration, a new tentative map will need to be filed. An extension of time may be granted pursuant to Hesperia Municipal Code Section 17.08.040 (F) if the applicant files an application with fees and a written request for an extension prior to the expiration of the permit. (P)

CONDITIONS REQUIRED PRIOR TO DEVELOPMENT OF ANY PARCEL OF THE PARCEL MAP

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

RECORDATION OF MAP. Map shall be recorded with the San Bernardino County Records Office. (E)

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UTILITIES. Each parcel shall be served by a separate water meter, service line, and sewer lateral connection where available. An automatic meter reader to be included on all meter connections. (E)

NOTICE TO DEVELOPER: THIS CONCLUDES THE REQUIREMENTS FOR RECORDATION OF THE PARCEL MAP. 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