

# DRAFT

## ATTACHMENT "A" List of Conditions for TPM26-00002

Approval Date: May 20, 2026  
Effective Date: June 02, 2026  
Expiration Date: June 02, 2029

This list of conditions applies to Consideration of Tentative Parcel Map No. 21085 (TPM26-00002) to subdivide one 2.8 acre parcel into two parcels for a previously approved commercial project (CUPR25-00008) within the General Commercial (C2) zone located at the south side of Bear Valley Road, approximately 560 feet east of Mojave Fish Hatchery Road (Applicant: 18667 Hesperia, LLC; APN: 0399-271-58)

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).

### CONDITIONS REQUIRED PRIOR TO RECORDATION OF THE PARCEL MAP

<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	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)
<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	ALL EASEMENTS OF RECORD. It shall be the responsibility of the Developer to provide all Easements of Record per recent title report. (E)
<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	PARCEL MAP. 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 3, 66444 of the Subdivision Map Act as well as the San Bernardino County Surveyors Office Map Standards. (E)
<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 <a href="mailto:dalcayaga@cityofhesperia.us">dalcayaga@cityofhesperia.us</a> , 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>	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)

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EXPIRATION OF ENTITLEMENT. If the map is not recorded in accordance with municipal code requirements prior to the expiration of the three (3) year period, a new tentative parcel map application will be required. An extension of time may be granted pursuant to Municipal Code Section 16.12.060, provided that the applicant submits a written request and application prior to the expiration date.

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ACCESS/PARKING EASEMENT. An access easement shall be recorded with the shopping center to allow for the perpetual use of the driveways, drive aisles and off-street parking spaces for the benefit of the subject parcels and shall be recorded on the tentative parcel map or as a separate document. If recorded as a separate document, the required application and applicable fees shall be submitted to the Planning Division for review and approval by the City prior to recordation. (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 Recorders Office. (E)

COMPLETED  
NOT IN COMPLIANCE

COMPLIED BY

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

**CONDITIONS REQUIRED PRIOR TO GROUND DISTURBING ACTIVITY**

COMPLETED  
NOT IN COMPLIANCE

COMPLIED BY

APPROVAL OF IMPROVEMENT PLANS. All improvement plans shall be prepared by a registered Civil Engineer per City standards and shall be approved and signed by the City Engineer. (E)

**CONDITIONS REQUIRED PRIOR TO OCCUPANCY OF ANY UNIT**

COMPLETED  
NOT IN COMPLIANCE

COMPLIED BY

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)

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